



**REGULAR CITY COUNCIL MEETING
MEETING AGENDA
WEDNESDAY, JULY 27, 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.

Evans Phelps, Mayor

**Reinette Senum, Council Member
David Parker, Council Member**

**Duane Strawser, Vice Mayor
Valerie Moberg, Council Member**

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

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: Moberg, Parker, Senum, Vice Mayor Strawser, & Mayor Phelps

PLEDGE OF ALLEGIANCE

PROCLAMATION:

PRESENTATION: Recognize Swimming Pool Staff – Parks & Recreation Supervisor Zydonis

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: Fire Activity Report – June 2016

Recommendation: Receive and file.

B. Subject: Amendment to the Joint Powers Agreement to add Nevada City as an associate member to permit participation in the California Home Energy Renovation Opportunity (HERO) program

Recommendation: Approve and authorize the mayor to sign an Amendment to the Joint Powers Agreement adding City of Nevada City as an Associate Member of Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program services within the City.

C. Subject: Land Use Covenant for Stiles Mill Property

Recommendation: Pass Resolution 2016-XX authorizing the Mayor to sign the Land Use Covenant and Agreement to Restrict Use of Property, Environmental Restrictions required by Department of Toxic Substances.

D. Subject: Proposition 84, Integrated Regional Water Management (IRWM) Implementation Grant Agreement 4600009716 Amendment #2

Recommendation: Review and authorize the Mayor to sign Proposition 84, Integrated Regional Water Management (IRWM) Implementation Grant Agreement 4600009716 Amendment #2

4. APPROVAL OF ACTION MINUTES:

A. City Council Meeting – July 6, 2016

B. Special City Council Meeting – July 13, 2016

5. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:

A. Subject: City of Nevada City Surplus Property Disposition Policy

Recommendation: Pass Resolution 2016-XX adopting the City of Nevada City Surplus Property Disposition Policy.

6. PUBLIC HEARINGS:

- A. Subject:** Continuation of an Appeal of Planning Commission Decision to Deny the Architectural Review Application of Charlotte Dewar 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 decision whether to uphold, overturn or modify the Planning Commission decision to deny the Architectural Review Application.

7. OLD BUSINESS:

- A. Subject:** Update on Water Conservation Legislation and Projects
Recommendation: Receive and file.

8. NEW BUSINESS:

- A. Subject:** Nevada City Sidewalk Cost-Sharing Program Pilot Project
Recommendation: Review and approve implementation of Nevada City Sidewalk Cost-Sharing Program Pilot Project.
- B. Subject:** City Council Appointments for Fiscal Year 2016-2017
Recommendation: Review and consider appointment of City Council Members to City and External Boards, Committees and Commissions for Fiscal Year 2016-2017.

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 July 27, 2016 Regular Meeting of the Nevada City City Council was posted July 22, 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.

Signed this July 22, 2016 at Nevada City, California

_____, Corey Shaver, Administrative Supervisor

August 10, 2016	Regular Council Meeting
August 15, 2016	Special City Council Meeting – Governance Meeting
August 24, 2016	Regular Council Meeting
August 25, 2016	Special City Council and Planning Commission - Goal Setting Meeting
September 14, 2016	Regular Council Meeting
September 28, 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

July 26, 2016

TITLE: Fire Activity Report – June 2016

RECOMMENDATION: Receive and file.

CONTACT: Sam Goodspeed, Fire Chief

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 {06/01/2016} And {06/30/2016}

Alm Date	Alm Time	Location	Incident Type
06/01/2016	13:06:00	13516 Winterwood LANE /Ne	542 Animal rescue
06/01/2016	13:42:00	14994 Bitney Springs RD /	142 Brush or brush-and-grass mix
06/01/2016	15:06:00	123 Berryman DR /Grass Va	111 Building fire
06/01/2016	15:20:00	On Idaho Maryland between	311 Medical assist, assist EMS c
06/01/2016	15:40:00	On Idaho Maryland between	311 Medical assist, assist EMS c
06/01/2016	17:30:00	11 Heilman CT /Nevada Cit	320 Emergency medical service, o
06/01/2016	20:05:00	821 Zion ST /A5/Nevada Ci	311 Medical assist, assist EMS c
06/01/2016	23:54:00	Highway 20 1.5 miles east	322 Motor vehicle accident with
06/02/2016	02:38:00	707 ZION ST /Nevada City,	320 Emergency medical service, o
06/02/2016	09:32:00	407 HOLLOW WAY /Nevada Ci	311 Medical assist, assist EMS c
06/02/2016	11:44:00	122 ARGALL WAY /Nevada Ci	311 Medical assist, assist EMS c
06/02/2016	14:23:00	12250 Charles DR /Grass V	111 Building fire
06/02/2016	17:46:00	15475 Rattlesnake RD /Gra	111 Building fire
06/03/2016	00:07:00	12627 Lost Lake RD /Grass	611 Dispatched & cancelled en ro
06/04/2016	09:38:00	White Cloud Station State	321 EMS call, excluding vehicle
06/04/2016	13:22:00	735 Zion ST /Nevada City,	300 Rescue, EMS incident, other
06/04/2016	14:27:00	10560 Lime Kiln RD /Grass	611 Dispatched & cancelled en ro
06/05/2016	00:36:00	Broad ST & State Highway	463 Vehicle accident, general cl
06/05/2016	12:20:00	15589 Lake Vera Purden RD	600 Good intent call, Other
06/05/2016	15:01:00	405 South Auburn ST /Gras	311 Medical assist, assist EMS c
06/06/2016	13:39:00	407 HOLLOW WAY /Nevada Ci	320 Emergency medical service, o
06/06/2016	17:52:00	530 Nevada ST /Nevada Cit	554 Assist invalid
06/06/2016	20:14:00	400 RAILROAD AVE /5/Nevad	311 Medical assist, assist EMS c
06/07/2016	09:38:00	13873 Gemini CT /Nevada C	554 Assist invalid
06/08/2016	01:12:00	464 Monroe ST /Nevada Cit	745 Alarm system activation, no
06/08/2016	03:26:00	775 Old Tunnel RD /310/Gr	311 Medical assist, assist EMS c
06/08/2016	06:55:00	840 Annex Ave. /Grass Val	611 Dispatched & cancelled en ro
06/08/2016	12:30:00	775 Old Tunnel RD /312/Gr	311 Medical assist, assist EMS c
06/08/2016	13:03:00	301 Sacramento ST /Nevada	311 Medical assist, assist EMS c
06/08/2016	23:12:00	400 Railroad AVE /8/Nevad	554 Assist invalid
06/09/2016	11:41:00	825 Old Tunnel RD /104/Gr	611 Dispatched & cancelled en ro
06/09/2016	12:09:00	12016 Old Wood RD /Nevada	321 EMS call, excluding vehicle
06/09/2016	16:07:00	South Fork of the Yuba Ri	311 Medical assist, assist EMS c
06/10/2016	03:53:00	304 Sutton WAY /Grass Val	730 System malfunction, Other
06/10/2016	11:30:44	10108 Robinson King RD /N	311 Medical assist, assist EMS c
06/10/2016	14:32:48	17661 Knoll Top DR /Grass	444 Power line down
06/10/2016	16:50:43	Hwy 174 & Memorial LANE /	611 Dispatched & cancelled en ro
06/10/2016	17:03:42	625 Eskaton CIR /Grass Va	321 EMS call, excluding vehicle
06/11/2016	06:14:04	775 Old Tunnel RD /310/Gr	311 Medical assist, assist EMS c
06/11/2016	08:55:39	775 Old Tunnel RD /Grass	554 Assist invalid
06/11/2016	22:51:43	Gold Flat RD & Lower Gras	322 Motor vehicle accident with
06/12/2016	12:00:00	775 Old Tunnel RD /310/Gr	311 Medical assist, assist EMS c
06/12/2016	14:56:00	400 RAILROAD AVE /3/Nevad	311 Medical assist, assist EMS c
06/12/2016	18:00:00	760 ZION ST /Nevada City,	743 Smoke detector activation, n
06/12/2016	18:47:00	State Highway 20 HWY & St	324 Motor Vehicle Accident with
06/13/2016	13:00:00	300 Sierra College DR /Gr	322 Motor vehicle accident with
06/13/2016	23:43:00	327 E Maryland DR /Grass	311 Medical assist, assist EMS c
06/14/2016	00:20:00	113 Harris ST /B/Grass Va	311 Medical assist, assist EMS c
06/14/2016	11:54:00	316 Olympia Park CIR /Gra	311 Medical assist, assist EMS c

Station 54 Incident Responses

Alarm Date Between {06/01/2016} And {06/30/2016}

Alm Date	Alm Time	Location	Incident Type
06/14/2016	20:36:00	120 Parkside PL /Nevada C	321 EMS call, excluding vehicle
06/15/2016	10:13:00	Back trail at Pioneer Par	142 Brush or brush-and-grass mix
06/15/2016	14:17:00	360 Crown Point CIR /210/	311 Medical assist, assist EMS c
06/15/2016	17:32:00	385 Glennwood Pines /Gras	311 Medical assist, assist EMS c
06/15/2016	20:18:00	State Highway 49 HWY & Jo	324 Motor Vehicle Accident with
06/16/2016	17:52:19	17530 Lake Vera Purdon RD	321 EMS call, excluding vehicle
06/17/2016	11:18:02	424 BROAD ST /Nevada City	321 EMS call, excluding vehicle
06/17/2016	15:52:05	300 Long ST /Nevada City,	321 EMS call, excluding vehicle
06/18/2016	09:33:00	State Highway 20 HWY & Sc	322 Motor vehicle accident with
06/19/2016	07:21:00	625 Eskaton CIR /Grass Va	733 Smoke detector activation du
06/19/2016	09:54:00	625 Eskaton CIR /Grass Va	745 Alarm system activation, no
06/20/2016	16:36:00	625 Eskaton CIR /Grass Va	311 Medical assist, assist EMS c
06/20/2016	17:39:00	316 Olympia Park CIR /Gra	311 Medical assist, assist EMS c
06/21/2016	16:35:00	700 Old Tunnel RD /Grass	100 Fire, Other
06/21/2016	18:09:00	825 Old Tunnel RD /107/Gr	311 Medical assist, assist EMS c
06/21/2016	21:13:00	State Hwy 49 1/4 mile Nor	322 Motor vehicle accident with
06/22/2016	04:14:00	10456 Pittsburg RD /Nevad	311 Medical assist, assist EMS c
06/22/2016	08:24:29	12255 Loma Rica DR /Grass	735 Alarm system sounded due to
06/22/2016	11:56:34	Argall WAY & Searls AVE /	324 Motor Vehicle Accident with
06/22/2016	12:25:48	224 Manor DR /Grass Valle	311 Medical assist, assist EMS c
06/22/2016	13:40:00	State Highway 49 HWY & Ce	322 Motor vehicle accident with
06/22/2016	14:56:17	625 Eskaton CIR /213/Gras	321 EMS call, excluding vehicle
06/22/2016	15:20:00	20434 New Rome RD /Nevada	141 Forest, woods or wildland fi
06/22/2016	16:28:00	14500 Harmony Estates RD	141 Forest, woods or wildland fi
06/22/2016	23:40:50	1801 E Main ST /Grass Val	611 Dispatched & cancelled en ro
06/23/2016	18:29:41	107.5 Clark ST /Nevada Ci	320 Emergency medical service, o
06/24/2016	10:43:00	735 ZION ST /Nevada City,	611 Dispatched & cancelled en ro
06/24/2016	12:14:00	59 Rockwood DR /Grass Val	554 Assist invalid
06/24/2016	21:14:00	720 Zion ST /Nevada City,	320 Emergency medical service, o
06/25/2016	14:35:18	14891 Banner Lava Cap RD	111 Building fire
06/25/2016	23:45:00	14210 Raccoon Mountain RD	311 Medical assist, assist EMS c
06/26/2016	13:24:00	State Highway 20 HWY & Pi	311 Medical assist, assist EMS c
06/26/2016	14:22:00	775 Old Tunnel RD /310/Gr	311 Medical assist, assist EMS c
06/26/2016	16:28:00	625 Eskaton CIR /230/Gras	320 Emergency medical service, o
06/27/2016	11:41:00	11282 Red Dog RD /Nevada	611 Dispatched & cancelled en ro
06/27/2016	15:19:00	10125 Banner Lava Cap RD	463 Vehicle accident, general cl
06/27/2016	18:08:00	775 Old Tunnel RD /Grass	622 No Incident found on arrival
06/27/2016	19:17:00	775 Old Tunnel RD /Grass	735 Alarm system sounded due to
06/27/2016	19:28:00	841 Old Tunnel RD /60 Uni	745 Alarm system activation, no
06/28/2016	16:39:18	844 Old Tunnel RD /Grass	311 Medical assist, assist EMS c
06/28/2016	23:01:15	301 Sacramento ST /Nevada	311 Medical assist, assist EMS c
06/29/2016	08:45:42	9 Kidder CT /Nevada City,	740 Unintentional transmission o
06/29/2016	13:53:53	400 RAILROAD AVE /3/Nevad	311 Medical assist, assist EMS c
06/29/2016	17:34:00	135 Colfax AVE /Grass Val	700 False alarm or false call, O
06/29/2016	18:41:00	10455 Boulder ST /Nevada	745 Alarm system activation, no
06/30/2016	02:07:28	515 Sacramento ST /Nevada	321 EMS call, excluding vehicle
06/30/2016	04:21:27	10740 Ridge Rd. /Nevada C	311 Medical assist, assist EMS c
06/30/2016	10:21:00	12154 Cedar CT /Nevada Ci	320 Emergency medical service, o
06/30/2016	12:34:00	432 Nimrod ST /Nevada Cit	320 Emergency medical service, o

Station 54 Incident Responses

Alarm Date Between {06/01/2016} And {06/30/2016}

Alm Date	Alm Time	Location	Incident Type
06/30/2016	13:50:00	107 Sacramento ST /Nevada	700 False alarm or false call, 0

Total Incident Count 99

NCC Fire

Nevada City Incident List

Alarm Date Between {06/01/2016} And {06/30/2016}

Alm Date	Alm Time	Location	Incident Type
06/01/2016	07:14:00	710 Zion Street /Nevada City,	740 Unintentional transmission of
06/01/2016	17:30:00	11 Heilman CT /Nevada City,	320 Emergency medical service, other
06/01/2016	20:05:00	821 Zion ST /A5/Nevada City,	311 Medical assist, assist EMS crew
06/02/2016	00:52:00	324 Bridge ST /Grass Valley,	611 Dispatched & cancelled en route
06/02/2016	02:38:00	707 ZION ST /Nevada City, CA	320 Emergency medical service, other
06/02/2016	09:32:00	407 HOLLOW WAY /Nevada City,	311 Medical assist, assist EMS crew
06/02/2016	11:44:00	122 ARGALL WAY /Nevada City,	311 Medical assist, assist EMS crew
06/04/2016	13:22:00	735 Zion ST /Nevada City, CA	300 Rescue, EMS incident, other
06/05/2016	00:36:00	Broad ST & State Highway 20	463 Vehicle accident, general
06/05/2016	03:39:00	321 Broad ST /Nevada City, CA	321 EMS call, excluding vehicle
06/06/2016	13:39:00	407 HOLLOW WAY /Nevada City,	320 Emergency medical service, other
06/06/2016	17:52:00	530 Nevada ST /Nevada City,	554 Assist invalid
06/06/2016	20:14:00	400 RAILROAD AVE /5/Nevada	311 Medical assist, assist EMS crew
06/08/2016	01:12:00	464 Monroe ST /Nevada City,	745 Alarm system activation, no fire
06/08/2016	13:03:00	301 Sacramento ST /Nevada	311 Medical assist, assist EMS crew
06/08/2016	23:12:00	400 Railroad AVE /8/Nevada	554 Assist invalid
06/11/2016	09:22:00	543 Lost Hill CT /Nevada	311 Medical assist, assist EMS crew
06/11/2016	12:07:00	Coyote ST & Alexander ST	311 Medical assist, assist EMS crew
06/11/2016	22:51:43	Gold Flat RD & Lower Grass	322 Motor vehicle accident with
06/12/2016	01:21:00	Spring ST & Mill ST /Nevada	311 Medical assist, assist EMS crew
06/12/2016	10:09:00	321 SPRING ST /321 SPRING	321 EMS call, excluding vehicle
06/12/2016	14:56:00	400 RAILROAD AVE /3/Nevada	311 Medical assist, assist EMS crew
06/12/2016	18:00:00	760 ZION ST /Nevada City, CA	743 Smoke detector activation, no
06/12/2016	18:47:00	State Highway 20 HWY & State	324 Motor Vehicle Accident with no
06/14/2016	20:36:00	120 Parkside PL /Nevada City,	321 EMS call, excluding vehicle
06/15/2016	10:13:00	Back trail at Pioneer	142 Brush or brush-and-grass mixture
06/15/2016	15:33:00	Union ALY & Commercial ST	611 Dispatched & cancelled en route
06/16/2016	14:45:00	530 Nevada Street EXT /NEVADA	600 Good intent call, Other
06/17/2016	00:08:00	230 COMMERCIAL ST /NEVADA	321 EMS call, excluding vehicle
06/17/2016	11:18:02	424 BROAD ST /Nevada City, CA	321 EMS call, excluding vehicle
06/17/2016	15:52:05	300 Long ST /Nevada City, CA	321 EMS call, excluding vehicle
06/18/2016	21:13:00	549 N Pine ST /Nevada City,	551 Assist police or other
06/19/2016	00:57:00	222 Broad ST /Nevada City, CA	311 Medical assist, assist EMS crew
06/19/2016	12:00:00	400 RAILROAD AVE /Nevada	554 Assist invalid
06/22/2016	11:56:34	Argall WAY & Searls AVE	324 Motor Vehicle Accident with no
06/23/2016	18:29:41	107.5 Clark ST /Nevada City,	320 Emergency medical service, other
06/24/2016	10:43:00	735 ZION ST /Nevada City, CA	611 Dispatched & cancelled en route
06/24/2016	11:53:00	317 Broad ST /Nevada City, CA	311 Medical assist, assist EMS crew
06/24/2016	15:10:00	9 Kidder /Nevada City, CA	611 Dispatched & cancelled en route
06/24/2016	16:59:00	330 Alexander ST /Nevada	553 Public service
06/24/2016	21:14:00	720 Zion ST /Nevada City, CA	320 Emergency medical service, other
06/25/2016	06:31:00	439 Washington ST /Nevada	321 EMS call, excluding vehicle
06/25/2016	08:13:00	251 Willow Valley RD	321 EMS call, excluding vehicle
06/26/2016	02:28:00	Nevada ST & Boulder ST	311 Medical assist, assist EMS crew
06/26/2016	10:25:00	426 Commercial ST /Nevada	622 No Incident found on arrival at

NCC Fire

Nevada City Incident List

Alarm Date Between {06/01/2016} And {06/30/2016}

Alm Date	Alm Time	Location	Incident Type
06/28/2016	05:44:00	530 Nevada ST /Nevada City,	311 Medical assist, assist EMS crew
06/28/2016	23:01:15	301 Sacramento ST /Nevada	311 Medical assist, assist EMS crew
06/29/2016	08:45:42	9 Kidder CT /Nevada City, CA	740 Unintentional transmission of
06/29/2016	13:53:53	400 RAILROAD AVE /3/Nevada	311 Medical assist, assist EMS crew
06/29/2016	16:58:00	543 Lost Hill CT /Nevada	321 EMS call, excluding vehicle
06/30/2016	02:07:28	515 Sacramento ST /Nevada	321 EMS call, excluding vehicle
06/30/2016	12:34:00	432 Nimrod ST /Nevada City,	320 Emergency medical service, other
06/30/2016	13:50:00	107 Sacramento ST /Nevada	700 False alarm or false call, Other
06/30/2016	14:40:00	530 Nevada ST /Nevada City,	553 Public service
Total Incident Count			54

Station 54 Incident Type Summary

Alarm Date Between {06/01/2016} And {06/30/2016}

District	False	Fire	Good	Hazard	Overpressu	Rescue	Service	Special
01	1	1	1	0	0	1	0	0
02	3	1	1	0	0	13	1	0
54	3	1	3	2	0	12	1	0
84	1	2	2	0	0	6	1	0
86	0	1	0	0	0	2	1	0
88	0	1	0	0	0	0	0	0
90	0	0	1	0	0	0	0	0
GRS	0	0	1	0	0	1	0	0
NCCFD	0	0	0	0	0	3	0	0
NEV	4	1	1	1	0	21	2	0
PNV	0	1	0	0	0	0	0	0
	<u>12</u>	<u>9</u>	<u>10</u>	<u>3</u>	<u>0</u>	<u>59</u>	<u>6</u>	<u>0</u>

NCC Fire

NEV Year-to-date Incident Participation

**Activity Date Between {07/01/2015} And
{06/30/2016}**

Staff Id/Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Percent
NEV-03 Cartzdafner, Kevin L	46	36	20	23	41	37	50	31	36	22	38	42	422	38.78
NEV-65 Chau, Michael	23	37	51	35	34	33	10	28	23	34	21	35	364	33.45
NEV-I007 Fish, Michael	0	0	0	0	0	0	33	30	32	22	18	29	164	15.07
NEV-I011 Giranis, Steve	27	24	44	31	22	25	0	0	0	0	0	3	176	16.17
NEV-09 Goodspeed, Samuel J	0	0	36	19	24	27	34	22	34	22	21	0	239	21.96
NEV-40 Nunnink, Collin	0	0	7	31	28	34	0	0	0	0	0	0	100	9.19
NEV-15 Paulus, Daniel H	36	30	51	31	21	29	18	31	24	38	16	48	373	34.28
NEV-67 Pistochini, Travis	24	32	46	0	0	0	0	1	7	27	38	41	216	19.85
NEV-59 Radican, Robert	31	7	0	1	22	30	41	31	36	29	21	28	277	25.45
NEV-I012 Rohrer, Nicholas	23	20	9	0	0	0	0	0	0	0	0	0	52	4.77
NEV-53 Schaake, Mathew	0	0	0	0	0	0	0	0	0	5	0	0	5	0.45
NEV-66 Silvas, Eric	0	0	0	0	0	0	10	23	20	0	0	0	53	4.87
NEV-I010 Wheeler, Justin	21	21	18	0	0	0	0	0	0	0	0	0	60	5.51

Total Runs by Month											
Jan	90	Feb	75	Mar	113	Apr	77	May	89	Jun	99
Jul	86	Aug	86	Sep	96	Oct	94	Nov	79	Dec	104

Grand Total Runs: 1,088

REPORT TO CITY COUNCIL

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

July 27, 2016

TITLE: Amendment to the Joint Powers Agreement to add Nevada City as an associate member to permit participation in the California Home Energy Renovation Opportunity (HERO) program

RECOMMENDATION:

1. Approve and authorize the mayor to sign an Amendment to the Joint Powers Agreement adding City of Nevada City as an Associate Member of Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program services within the City.

CONTACT: Amy Wolfson, City Planner

BACKGROUND / DISCUSSION: At the City Council Meeting held on May 25, 2016 Council voted unanimously to adopt Resolution 2016-20 consenting to include properties within Nevada City's jurisdiction in the Home Energy Renovation Opportunity (HERO) Program. This program allows for special financing opportunities for property owners who voluntarily participate in making energy and water efficiency improvements. Since adoption of this Resolution, staff has been advised that to make the approved HERO program available in the City, it is also necessary to formally approve an amendment to the JPA for the entity administering the HERO program adding Nevada City as an associate member.

The May 25th video record along with the staff report are available on the City's website. The discussion on the adoption of Resolution 2016-20 is between minutes 50:39 and 1:17:38 of the video record.

FINANCIAL CONSIDERATIONS: No negative fiscal impact to the City's general fund will be incurred by amending the Joint Powers Agreement to include Nevada City as an Associate Member of the Western Riverside Council of Governments. 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.

ATTACHMENTS:

1. Joint Powers Agreement Expansion Amendment
2. Exhibit A: Joint Powers Agreement of WRCOG

**AMENDMENT TO THE JOINT POWERS AGREEMENT
ADDING CITY OF NEVADA CITY AS
AN ASSOCIATE MEMBER OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN
ENERGY (PACE) PROGRAM SERVICES WITHIN SUCH CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the ___day of _____, 2016, by City of Nevada City (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority has established a PACE program designated as the “California HERO Program” pursuant to Chapter 29 which authorizes the implementation of such PACE financing program for cities and counties throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority under Chapter 29, as it is now enacted or may be amended hereafter, to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services through the California HERO Program, including the operation of such PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. The boundaries within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries") shall include the entire incorporated territory of City.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Implementation of California HERO Program Within the Program Boundaries. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall implement its plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program within the Program Boundaries.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, levying and collecting assessments due under the California HERO Program, taking any required remedial action in the case of delinquencies in such assessment payments, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. Miscellaneous Provisions.

1. Withdrawal. Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. Notwithstanding the foregoing, City may withdraw, either temporarily or permanently, from its participation in the California HERO Program or either the residential or commercial component of the California HERO Program upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal from such participation shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys' fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

City:

City of Nevada City
317 Broad Street
Nevada City, CA 95959
Att: City Manager

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of

the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____
Name: _____
Title: _____

Date: _____

CITY OF NEVADA CITY

By: _____
Name: _____
Title: _____

Date: _____

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Exhibit A

Updated through June 4, 2013
Revised

JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I.

PURPOSE AND POWERS1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG"). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

- a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;
- b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;
- c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and
- d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following;

a. When necessary for the day to day operation of the Council, to make and enter into contracts;

b. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;

c. To apply for an appropriate grant or grants under any federal, state, or local programs.

d. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The association shall have the power in its own name, only with the approval of all affected member agencies to;

a. Acquire, hold and dispose of property by eminent domain, lease, lease purchase or sale.

b. To incur debts, liabilities, obligations, and issue bonds;

II.

ORGANIZATION OF COUNCIL

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to such become a member upon such terms and conditions as established by the general council or executive committee, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 Names.

The names, particular capacities and addresses of the parties at any time shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,

within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of the appropriate representatives from the County of Riverside, each city which is a signatory to this Agreement, Western Municipal Water District, and Eastern Municipal Water District, the number of which shall be determined as hereinafter set forth. The General Assembly shall meet at least once annually, preferably scheduled in the evening. Each member agency of the General Assembly shall have one vote for each mayor, council member, county supervisor, and water district board member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that members representing a majority of the member agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors and the President of each Water District, the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other city council

member in place of the Mayor, and each water district board, at its discretion, can appoint another board member in place of the President. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies. Membership of the Water Districts on the General Assembly and Executive Committee of WRCOG shall be conditioned on the Water Districts entering into a separate Memorandums of Understanding with WRCOG.

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each participating member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.

The Executive Director shall be the chief administrative officer of the Council. He shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the Council and of the Executive Committee.

- d. To attend meetings of the Executive Committee.
- e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee. The time and place of regular meetings of the Executive Committee shall be determined by resolution adopted by the Executive Committee; a copy of such resolution shall be furnished to each party hereto. Regular, adjourned and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion,

resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The secretary of the Council shall cause to be kept minutes of regular adjourned regular and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the minutes to be forwarded to each member and to each of the members hereto.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this agreement or any Implementation Agreement.

2.11 Vote or Assent of Members.

The vote, assent or approval of the members in any manner as may be required, hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.

2.12 Officers.

There shall be selected from the membership of the Executive Committee, a chairperson and a vice chairperson. The Executive Director shall be the secretary. The Treasurer of the County of Riverside shall be the Treasurer of the Council and the Controller or Auditor of the County of Riverside shall be the Auditor of the Council. Such persons shall possess the powers of, and shall perform the treasurer and auditor functions respectively, for WRCOG and perform those functions required of them by

Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The chairperson and vice chairperson, shall hold office for a period of one year commencing July 1st of each and every fiscal year; provided, however, the first chairperson and vice chairperson appointed shall hold office from the date of appointment to June 30th of the ensuing fiscal year. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.

2.13 Committees.

The Executive Committee may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. All committee meetings of WRCOG, including those of the Executive Committee, shall be open to all members.

2.14 Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional officers and assistants as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual members.

2.15 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the members of the Executive Committee, the treasurer, the Executive Director, and any other officers or persons to be designated or empowered by the Executive Committee. Each such officer or person shall be required

to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.16 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

2.17 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed upon the County of Riverside.

2.18 Water Districts and TUMF Matters.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Mitigation Fee (“TUMF”) for cities in western Riverside County. The fee was established prior to the Water District’s involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in western Riverside County. As such, the Western Municipal Water District and the Eastern Municipal Water District General Assembly and Executive Committee Members shall not vote on any matter related to the administration of the TUMF program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasury of the member agency whose Treasurer is the Treasurer for WRCOG shall be the depository for WRCOG. The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 and following, such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions/Public Funds.

In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the by-laws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contribution from Water Districts.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District and the Eastern Municipal Water District. The amount of contributions from these water districts shall be through the WRCOG budget process.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental

entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The records and accounts of WRCOG shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligation of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Hold Harmless and Indemnity.

Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive Committee created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection.

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party

to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the general assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

- a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;
- b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the parties' notice of withdrawal;
- c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims

relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS;

ASSOCIATE MEMBERSHIP

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy (“PACE”) programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an “Associate Member” status that provides membership in WRCOG to local jurisdictions that are outside WRCOG’s jurisdictional boundaries but within whose boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the “PACE Agreement”) on the terms and conditions established by

the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

9.4 Arbitration.

Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.

9.5 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.6 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.7 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.8 Execution.

The Board of Supervisors of the County of Riverside and the city councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

Original Members Agencies

1. City of Banning
2. City of Beaumont (withdrawn)
3. City of Calimesa
4. City of Canyon Lake
5. City of Corona
6. City of Hemet
7. City of Lake Elsinore
8. City of Moreno Valley
9. City of Murrieta
10. City of Norco
11. City of Perris
12. City of Riverside
13. City of San Jacinto
14. City of Temecula
15. County of Riverside

Additional City Members

1. City of Eastvale (added on 08/02/2010, Resolution 01-11)
2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)
3. City of Menifee (added on 10/06/2008, Resolution 03-09)
4. City of Wildomar (added on 08/04/2008, Resolution 01-09)

**THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS**

Participating Agencies

5. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
6. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
7. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)
8. Morongo Band of Mission Indians (membership as an ex-officio, advisory member of WRCOG, 6/4/2013)

REPORT TO CITY COUNCIL

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

July 27, 2016

TITLE: Land Use Covenant for Stiles Mill Property

RECOMMENDATION: Pass Resolution 2016-XX authorizing the Mayor to sign the Land Use Covenant and Agreement to Restrict Use of Property, Environmental Restrictions required by Department of Toxic Substances.

CONTACT: Dawn Zydonis, Parks & Recreation Supervisor

BACKGROUND / DISCUSSION: In 2010, the City received funding for a Brownfields Clean-Up Grant administered through the Environmental Protection Agency (EPA). The grant allowed the City to work in partnership with Sierra Streams Institute (SSI) to complete clean-up of mine waste on the property that the City refers to as Stiles Mill. This property is located underneath the Pine Street Bridge and is accessed through the Clark St. trail.

The clean-up work completed on the project included removal or capping of contaminated soils that remained from mining activities, terracing and revegetating the mine tailings pile to prevent erosion into the creek and blocking access to the open mine shaft on the property. The soils that were on the property can be dangerous to public health due to high levels of arsenic and lead.

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

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

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

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

ATTACHMENT:

- ✓ Land Use Covenant and Agreement to Restrict Use of Property – Environmental Restrictions
- ✓ Resolution 2016-XX Authorizing Mayor to Sign Land Use Covenant

RECORDING REQUESTED BY:
Department of Toxic Substances Control and
Nevada City
Parks & Recreation
317 Broad Street
Nevada City, California 95959

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826
Attention: Steven R. Becker, P.G.
Senior Engineering Geologist
Brownfields and Environmental Restoration
Program

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTIONS

County of Nevada, Assessor Parcel Number: 05-410-59
Stiles Mill Site
Department Site Code: 102158

This Land Use Covenant and Agreement to Restrict Use of Property ("Covenant") is made by and between the Department of Toxic Substances Control (the "Department") and Nevada City (collectively, the "Covenantor"), the current owner of the property located South of Clark Street, East of Pine Street and West of Highway 20/49 in Nevada City, Nevada County, California, Assessor's Parcel Number (APN) 05-410-59 (the "Property").

Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present and future human health or safety and/or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil

Code section 1471 and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Land Use Covenant and Agreement to Restrict Use of Property (“Covenant”) and that the Covenant conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I
STATEMENT OF FACTS

1.1. Property Location. The Property that is subject to this Covenant, totaling approximately 0.44 acres, is more particularly described in the attached Exhibit A, “Legal Description”, and depicted in Exhibit B, *Site Map*. The Property is located in the area now generally bounded by Deer Creek to the north, Gold Run Creek to the west, Highway 20 to the east, and a wooded, unimproved property to the south. The Property is also defined by the County of Nevada, Assessor Parcel Number 05-410-59.

1.2. Remediation of Property. This Property has been investigated and remediated under the Department’s oversight. In accordance with Health and Safety Code, division 20, chapter 6.8, the Department approved a Remedial Action Workplan (RAW) submitted by the Covenantor in 2013. Hazardous substances, including arsenic in soil at 130 milligrams per kilogram (mg/kg) and lead in soil at 320 mg/kg remain on the Property above levels acceptable for unrestricted land use. The remedy consisted of redistributing mine waste on the property and covering the waste with a combination of angular rock, crushed aggregate or “fines” and clean fill dirt along with vegetation as depicted in Exhibit C.

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

ARTICLE II
DEFINITIONS

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

2.2. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

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

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

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

2.6. Owner. "Owner" means the Covenantor, and all successors in interest, including heirs and assigns, or any person who at any time holds title to all or any portion of the Property.

2.7. Person. "Person" means an individual, trust, firm, joint stock company, business concern, corporation, including, but not limited to, a government corporation, partnership, limited liability company, and association. "Person" also includes any city, county, city and county, district, commission, the state or any department, agency, or political subdivision thereof, any interstate body, and the United States and its agencies and instrumentalities, to the extent permitted by law. (See Health & Safety Code section 25319.)

ARTICLE III
GENERAL PROVISIONS

3.1. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed.

This Covenant: (a) runs with the land pursuant to Civil Code section 1471 and Health and Safety Code sections 25221 and 25355.5; (b) inures to the benefit of and passes

with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the Department; and (d) is imposed upon the entire Property unless expressly stated herein as applicable only to a specific portion thereof.

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

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

3.4. Conveyance of Property. The Owner and any subsequent Owner shall provide "Notice" (see Paragraph 7.3) to the Department not later than 30 calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The notice shall include the name and mailing address of the new Owner of the Property and shall reference the site name and Project Code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number(s) noted on page one. If the new Owner's property has been assigned a different Assessor Parcel Number, each such Assessor Parcel Number that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.5. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenantor hereby covenants for the

Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1, subd. (h), the Owner agrees to pay the Department's costs in administering, implementing, and enforcing this Covenant.

ARTICLE IV

RESTRICTIONS AND REQUIREMENTS

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

- a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- b) A hospital for humans.
- c) A public or private school for persons under 21 years of age.
- d) A day care center for children.

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

- a) No activities that will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, drilling, or backfilling) shall be allowed at the Property without a Soil Management Plan pre-approved by the Department in writing.
- b) Any soil brought to the surface by excavation, grading, removal, trenching, filling, earth movement, mining, drilling, or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- c) The Owner shall provide the Department "Notice" at least 14 calendar days prior to any building, excavation, grading, removal, trenching, filling, earth movement, mining, drilling, or backfilling on the Property.

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

- a) Raising of food (e.g., cattle, food crops).

- b) Drilling for water, oil, or gas without prior written approval by the Department.
- c) Destruction of any vegetative cover.

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

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

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

4.7. Five-Year Review. In addition to the annual reviews noted above, after a period of five (5) years from September 1st, 2016, and every five (5) calendar years thereafter, the Owner shall submit a Five-Year Review report documenting its review of the Covenant, including compliance with the Environmental Restrictions, and its

evaluation to determine if human health and the environment are being adequately protected by the Covenant. The report shall describe the results of all inspections, sampling analyses, tests and other data generated or received by the Owner and evaluate the adequacy of the Covenant in protecting human health and the environment. As a result of any review work performed, DTSC may require the Owner to perform additional review work or modify the review work previously performed by the Owner.

ARTICLE V
ENFORCEMENT

5.1. Enforcement. Failure of any Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including, but not limited to, failure to submit any statement, record, report, or notice or the submission of any false statement, record, report or notice to the Department shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

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

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

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

ARTICLE VII
MISCELLANEOUS

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

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

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

To the Owner:

Nevada City
317 Broad Street
Nevada City, California 95959
Attention: Ms. Dawn Zydonis
Parks & Recreation Supervisor

To the Department:

Department of Toxic Substances
Control
8800 Cal Center Drive
Sacramento, California 95826
Attention: Steven R. Becker, P.G.
Senior Engineering Geologist
Brownfields and Environmental
Restoration Program

Any party may change its address or the person to whom a notice is to be sent by giving "Notice" in compliance with this paragraph.

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

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

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

IN WITNESS WHEREOF, the Parties execute this Covenant.

NEVADA CITY

Date: _____
Evans Phelps
Nevada City Mayor

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Date: _____
Steven R. Becker, P.G.
Senior Engineering Geologist
Site Evaluation and Remediation Unit
Brownfields and Environmental Restoration Program

EXHIBIT A

KENNETH E. BAKER
Land Surveyor
Calif. #3959

95 14401

THOMAS L. LOTT
Civil Engineer
R.C.E. 24887

NEVADA CITY ENGINEERING, INC.

505 COYOTE STREET, SUITE B • P.O. BOX 1437
NEVADA CITY, CALIFORNIA 95959 • TELEPHONE (916) 265-6911 • FAX (916) 265-8058

Engineering • Surveying • Planning

April 17, 1995

AREA "D"

Lot Line Adjustment

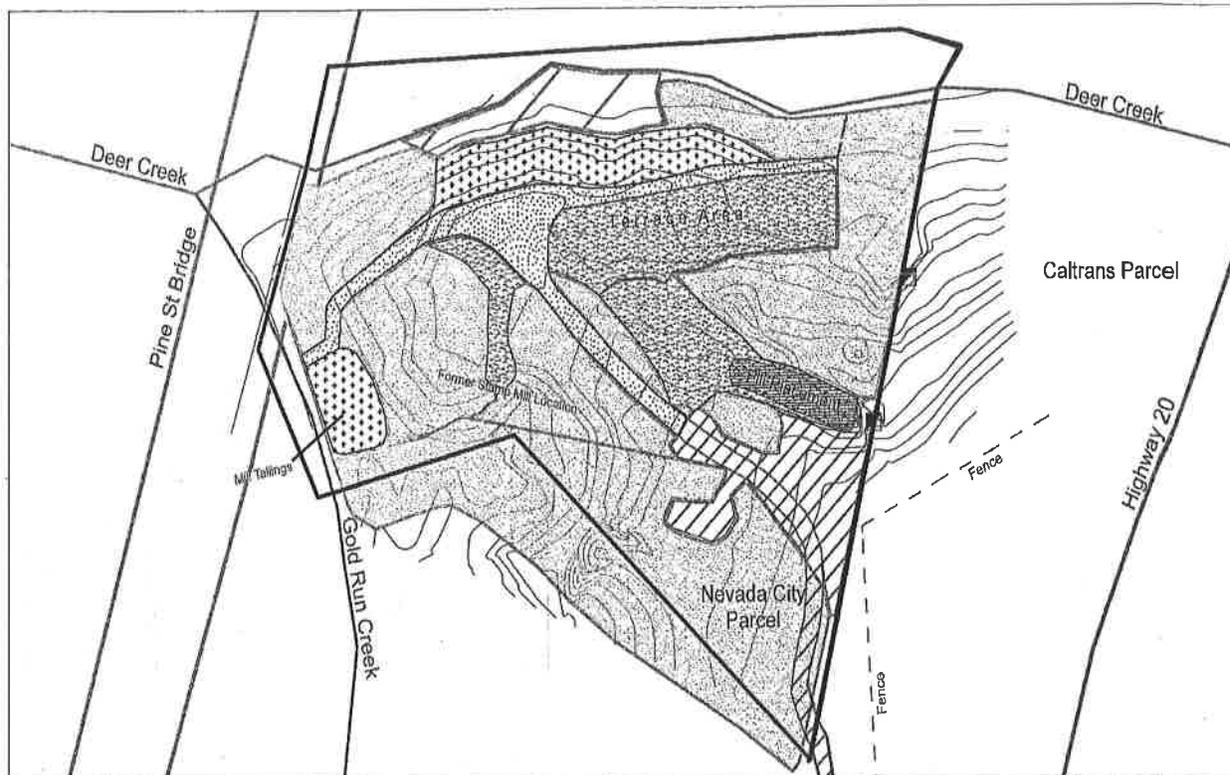
Terrienne Straw and Steven E. Wilson
to The City of Nevada City, a Municipal Corporation

All that portion of Lot 5, Block 52, as shown upon the Official Map of the City of Nevada, made by H.S. Bradley in the year 1869, being more particularly described as follows:

Commencing at a point on the westerly right-of-way line of the Golden Center Freeway (III Nev. 20), said point being distant 154.86 feet westerly, measured on a radial line from the "B4" line at Engineer's Station "B4" 547+37.44; thence from said point of commencement along said right-of-way line S.10°47'53"W. 156.00 feet to the Southeast corner of the herein described area; thence along the southerly lines the following two (2) successive courses: N.51°39'00"W. 106.00 feet; and S.66°02'00"W. 50.85 feet to a point situate in the centerline of Cold Run Creek; thence along said centerline the following two (2) successive courses: N.23°58'00"W. 19.17 feet; and N.32°22'00"W. 22.00 feet to the easterly right-of-way line of South Pine Street; thence along said line N.13°50'30"E. 73.78 feet to a point on the northerly line of said Lot 5 and being situate in the centerline of Deer Creek; thence along said line N.84°21'00"E. 170.85 feet to a point situate on the westerly right-of-way line of said Golden Center Freeway; thence along said line S.32°40'20"W. 16.59 feet to the point of commencement and containing 19121 square feet.

NOTE: The herein described land area has not been approved as a separate building site, and is created as an approved boundary line adjustment for the express purpose of being combined with, and used in conjunction with, adjoining lands.

EXHIBIT C



Legend

Slides Mill Property Boundary	Native Streambank Material
Fill Placement Area with Soil Cover	100 Year Flood Elevation
Rock Slope Protection (8")	Trail
Crusher Fine Aggregate	Shell
Imported Cover Soil w/wood chip mulch and revegetation	Deer Creek
Existing Vegetation	Gold Run Creek
Wood Chip Mulch over Native Soil	Roads

Sierra Streams Institute
Figure 3: As Built Grading Map

Slides Mill Site
 APN: 06-410-69
 Nevada City Quadrangle
 T18N, R9E, Sec 7



NOTARY ACKNOWLEDGMENT OF LAND USE COVENANT AND AGREEMENT TO RESTRICT PROPERTY, ENVIRONMENTAL RESTRICTIONS

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

State of California

County of _____)

On _____ before me,

_____ **[NAME AND TITLE OF NOTARY PUBLIC OFFICER]**, personally appeared

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

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

WITNESS my hand and official seal.

Signature: _____ **(Seal)**

NOTARY ACKNOWLEDGMENT OF LAND USE COVENANT AND AGREEMENT TO
RESTRICT PROPERTY, ENVIRONMENTAL RESTRICTIONS

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

State of California

County of _____)

On _____ before me,

_____ **[NAME AND TITLE OF NOTARY
PUBLIC OFFICER]**, personally appeared

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

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

WITNESS my hand and official seal.

Signature: _____ **(Seal)**

RESOLUTION 2016-XX

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

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

WHEREAS, the California Department of Toxic Substance Control oversaw the removal of contaminated materials from the Stiles Mill Site; and

WHEREAS, the City intends to preserve the Stiles Mill Site as noted in the Land Use Covenant; and

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

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

PASSED AND ADOPTED at a regularly scheduled meeting of the Nevada City City Council held on this 27th day of July, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Evans Phelps, Mayor

ATTEST:

Niel Locke, City Clerk

REPORT TO CITY COUNCIL

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

July 27, 2016

TITLE: Proposition 84, Integrated Regional Water Management (IRWM) Implementation Grant Agreement 4600009716 Amendment #2

RECOMMENDATION: Review and authorize the Mayor to sign Proposition 84, Integrated Regional Water Management (IRWM) Implementation Grant Agreement 4600009716 Amendment #2

CONTACT: Catrina Olson, Assistant City Manager

BACKGROUND / DISCUSSION:

In July 2013 the City of Nevada City entered into an agreement with the State of California Department of Water Resources for a Proposition 84 IRWM Grant to fund water projects for the City of Nevada City, the Town of Washington, Placer County Water Agency, and American Rivers. The City has been working diligently to complete projects for the City and the Town of Washington and in the course of this work amendments to the original agreement are required to continue moving forward with the grant tasks.

Attached is the IRWM Grant Agreement with the modifications identified as follows;

- ✓ Exhibit A, Work Plan modified to change the mechanism used to facilitate the implementation of the instream flow dedication projects in the CABY region.
- ✓ Exhibit B, Schedule is modified to extend the time period during which project planning and implementation will occur through December 31, 2017.
- ✓ Exhibit C, Budget is modified to add \$30,000 of Grant Share funds to Budget Category (c) and to reduce the Grant Share funds to Budget Category (d) by \$30,000.

The extension for the American Rivers changed the overall completion dates for the entire agreement. Nevada City and the Washington Water District projects are planned to be complete by the end of the 1st quarter of 2017. Attached is a CABY project status report.

FISCAL IMPACT:

None

ATTACHMENTS:

- ✓ Proposition 84 Grant Agreement 4600009716 Amendment #2
- ✓ Nevada City Implementation Grant Project Status

**Grant Agreement 4600009716
Amendment 2
Under the Proposition 84 Round 1 Grant Program**

**State of California
Natural Resources Agency
Department of Water Resources**

**Agreement Between The State of California
Department of Water Resources
and the City of Nevada City**

This amendment to Agreement 4600009716 is made on _____. The agreement is amended as follows:

The term of the Grant Agreement is extended from December 31, 2016 to December 31, 2017.

Project: Project 16 – CABY Water Trust

The CABY Water Trust's work plan, budget and schedule are modified as follows:

Exhibit A, Work Plan is modified to change the mechanism used to facilitate the implementation of instream flow dedication projects in the CABY region.

Exhibit B, Schedule is modified to extend the time period during which project planning and implementation will occur through December 31, 2017.

Exhibit C, Budget is modified to add \$30,000 of Grant Share funds to Budget Category (c) and to reduce the Grant Share funds in Budget Category (d) by \$30,000.

The attached Exhibit A, Scope of Work; Exhibit B, Schedule; and Exhibit C, Budget replace the relevant sections for the CABY Water Trust Project (Project 16).

All other terms and conditions of the agreement will remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date first written above.

STATE OF CALIFORNIA,
DEPARTMENT OF WATER RESOURCES

CITY OF NEVADA CITY

Tracie Billington, P.E., Chief
Financial Assistance Branch
Division of Integrated Regional Water Management

Jennifer Ray
Mayor, Nevada City

Date: _____

Date: _____

Approved as to Legal form and Sufficiency:

Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date: _____

Amendment 2

Attachment

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
CITY OF NEVADA CITY, NO. 4600009716
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the City of Nevada City, in the Counties of Plumas, Sierra, Yuba, Nevada, Placer, El Dorado and Amador, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the Cosumnes American Bear Yuba (CABY) Integrated Regional Water Management (IRWM) Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on December 31, 2017 or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 8.
3. GRANT AMOUNT. The maximum amount payable by State under this Grant Agreement shall not exceed \$3,197,503. Of this grant amount, not less than \$2,754,497 shall be expended to projects that benefit the critical water supply or water quality needs of disadvantaged communities (DAC) in the IRWM effort funded by this Grant Agreement. Of the total grant amount, not less than \$996,058 shall be expended to urban and agricultural water conservation projects in the IRWM effort funded by this Grant Agreement.
4. GRANTEE COST SHARE. Estimated total project costs for this Agreement are \$3,381,028. Grantee shall provide a Grantee Cost Share (Funding Match) in the amount of at least 25% (unless a Disadvantaged Community project waiver is granted) of the total project cost. Grantee's Funding Match is estimated to be \$183,525. Grantee's Funding Match may include cost share performed after September 30, 2008.
5. GRANTEE'S RESPONSIBILITY. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Schedule) and Exhibit C (Budget). Grantee shall comply with all of the terms and conditions of this Grant Agreement and applicable California Public Resources Code (PRC) requirements.
6. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the CABY IRWM Proposition 84 Implementation grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
7. BASIC CONDITIONS. State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied the following conditions in accordance with the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.
 - a) By signing this Grant Agreement, Grantee demonstrates the designated Local Project Sponsors for each project are aware of and comply with the provisions of the Grant Agreement between State and Grantee.
 - b) Grantee demonstrates the availability of sufficient funds to complete the project, as stated in the Grant Award/Commitment Letter, by submitting the most recent 3 years of audited financial statements.
 - c) Grantee complies with PRC §75102 to notify the California Native American tribe (which is on the contact list maintained by the Native American Heritage Commission) of Project Construction if that tribe has traditional lands located within the area of the Project.

Exhibit A Work Plan

Project 16: CABY Water Trust

The overall goal of this project is to identify opportunities in the CABY region to rededicate water rights to instream flow needs through purchases, leases, and voluntary modifications to water diversion operations and build capacity of local organizations in order to implement these projects. Specific objectives in support of the overall project goal include: assess and address opportunities and constraints to implementing voluntary water dedications to improve instream flow conditions in the CABY region; increase capacity to understand and use this non-regulatory approach to instream flow protection; identify institutional arrangements for rededicating water rights to meet instream flow needs; and identify strategic reaches in need of flow augmentation.

Budget Category (a): Direct Project Administration Costs

No work planned for this Budget Category

Budget Category (b): Land Purchase/Easement

No work planned for this Budget Category

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 1: Assessment and Evaluation (Planning)

The purpose of this task is to identify the types of instream flow dedication processes that are best suited for the region and identify opportunities for instream water dedication projects. This task involves six main activities:

- Establishing the CABY Water Trust Advisory Board
- Training advisory board members
- Identifying locally appropriate stream flow enhancement strategies
- Developing water rights selection criteria and water trust principles
- Identifying priority and strategic reaches, and
- Conducting outreach to build community support and identify willing participants.

Subtask 1.1: Establish CABY Water Trust Advisory Board

The CABY Water Trust Advisory Board will be convened to provide guidance during project implementation. The advisory board members will be asked to oversee and review the identification of priority reaches and development of instream flow improvement projects. They will also provide guidance regarding the education and outreach activities necessary to ensure effective engagement amongst the full depth and breadth of stakeholders in the region.

It will be extremely important to have a diverse range of interests represented on the board. For this reason, a wide range of organizations and entities will be involved. Entities that will be invited to participate will include large water and power districts (such as NID, PCWA, and PG&E); smaller, rural water purveyors (such as Washington County Water District, Grizzly Flats Community Services District, and the City of Nevada City); land trusts (such as the Nevada County Land Trust and the Sierra Nevada Land Trust Council); farming and economic interests (such as the Regional Council for Rural Counties and the Farm Bureau); environmental interests (such as American Rivers and the Sierra Nevada Alliance); tribal interests; scientific and legal expertise from UC Davis, UC Berkeley, and Stanford University; and representatives with experience from other water trusts such as the National Fish and Wildlife Foundation. Outreach to these entities has already begun, and in some cases, organizations are already participating in the current Sierra Water Flow Augmentation Project.

Deliverable:

- ◆ Documentation pertaining to the CABY Water Trust Advisory Board (e.g., names of Board Members)

Subtask 1.2: Train Advisory Board Members

Once the advisory board is established, training sessions led by American Rivers will be held to provide information on the fundamentals of water transactions. The trainings provided to Water Trust Advisory Board members will include information on topics such as:

- Essential background material for water transactions (water budgets and water math for transactions, water law and water rights)
- Types of water management transactions (e.g., temporary and permanent acreage reductions, diversion reduction agreements, hydrological impacts),
- Preparing the ground and acquisition strategies (e.g., enabling conditions, water acquisition targets and prioritization, collaboration with the water resource community),
- Developing transactions (the water transaction project cycle, identification and due diligence, pricing and appraisal, and financing),
- Price discovery and auctions,
- Completing a transaction (legal aspects, contracting, administrative aspects, monitoring for impact).

These trainings will provide case studies and will be evaluated based on before and after questionnaires to determine increase in knowledge in the subject matter.

Deliverables:

- ◆ CABY-relevant training material
- ◆ Design of training sessions
- ◆ Case studies

Subtask 1.3: Define Water Rights Acquisition Process

This task will build on the Trust for Public Land's 2001 workshop, entitled: "Environmental Water Acquisition: Roadblocks and Opportunities." The work effort will involve conducting interviews with key stakeholders, identifying barriers to Sierra water acquisitions, identifying benefits and incentives, reviewing experiences from water trust organizations in other western states (e.g., Oregon, Washington, Colorado, and Texas), and the current Sierra-wide initiative (the Sierra Water Trust Flow Augmentation Project), and drafting a "Barriers and Benefits Report" for review and distribution. This report will clearly identify and quantify the benefits of dedicating water rights to instream uses in the CABY region and will describe the legal, institutional, economic, and social barriers to water rights dedications. A PowerPoint presentation will also be developed so that the information can be easily distributed throughout the region (e.g., at IRWMP meetings and gatherings of the advisory board members' organizations).

Deliverables:

- ◆ Stakeholder questionnaire
- ◆ CABY Water Trust Benefits and Barriers Report
- ◆ Benefits and Barriers PowerPoint Presentation

Subtask 1.4: Develop Water Rights Selection Criteria and Water Trust Principles

This task will ensure accurate and effective identification of willing participants whose water dedications will yield maximum benefit. In order to achieve this goal, selection criteria must be determined and prioritized and principles associated with water rights dedications in the region must be articulated.

The selection criteria and principles will be developed using the technical resources of the various advisory board members, as well as project staff. They will also be submitted to technical experts in California and adjoining states for review and comment.

Deliverables:

- ◆ Final Water Rights Dedication Criteria
- ◆ Final Water Trust Principles

Subtask 1.5: Identify Priority and Strategic Reaches

This task will assess the flow augmentation needs for habitat and water quality in the CABY Watershed. We will use the criteria developed in Task 4.4 and will build on assessment methodologies developed by the Nature Conservancy. This task will involve reviewing a range of flow assessment methodologies to determine the most appropriate for application in the CABY region. Once an assessment methodology has been identified, it can be used to determine high priority and strategic reaches for flow augmentation in the CABY region.

Deliverable:

- ◆ CABY watershed map(s) identifying flow augmentation needs by reach

Subtask 1.6: Outreach to Build Community Support and Identify Willing Participants

This task will identify potential instream flow enhancement participants and build support for the project through a comprehensive outreach program. Outreach activities will be tailored to priority and strategic reaches identified in Task 1.5.

In order to build community support for the project, residents and stakeholders within the CABY region will need to understand or appreciate the issues associated with instream flow enhancement, benefits and barriers to water dedications, flow augmentation needs and impact, and the general processes for enhancing environmental stream flows. This task will involve the creation of materials, including direct mailing materials, brochures, and a PowerPoint presentation, to describe the water trust activities and process. A brochure specifically aimed at potential willing sellers will also be developed and will include a "frequently asked questions" section to address the most common concerns and interests of potential participants. Advisory board members, as well as the project sponsor, will distribute these materials to targeted individuals or geographic areas. These materials will also serve as the basis for a series of strategic press releases aimed at raising awareness of the importance of instream flow enhancement efforts throughout the CABY region.

Deliverables:

- ◆ Outreach materials for the general public, including direct mailers, brochures, and a PowerPoint presentation
- ◆ Brochure specifically aimed at potential willing sellers

Budget Category (d): Construction/Implementation

Task 2: Implementation

Project implementation will involve two main tasks:

- 1) Build capacity for instream flow enhancement projects in the CABY region and
- 2) Preparing trust water cases.

Subtask 2.1: Institutional Capacity Building in the CABY Region

Under this task existing organizations that have the capacity or potential capacity for implementing instream flow enhancement projects will be identified and provided training and capacity building support for developing stream flow enhancement programs within their existing organizational structure.

In order to accomplish this staff will work with identified organizations with to outline their existing capacity and develop a draft strategic plan, training materials and a diversified fundraising plan for initiating or expanding their stream flow protection efforts. This packet will help expedite the ability of organizations to launch stream flow enhancement programs that are readily integrated into their existing work.

Deliverables:

- ◆ Summary of recommended institutional structures (both current and future recommendations)
- ◆ CABY Water Trust Project governance packet, including draft governing principles and procedures, strategic plan and diversified fundraising plan

Subtask 2.2: Prepare Water Trust Cases

The overall aim of this task is to identify and begin to facilitate strategic instream flow enhancement projects where they are most needed (i.e., in the areas identified in Task 4.5). This task will entail the identification of willing participants and evaluation of water rights that can be dedicated to instream use. Knowing the characteristics of potential water rights (seniority, historic beneficial use, transferable quantity, etc.) will ensure that water rights dedicated to instream flow use are more than paper claims. This task will involve legal research of water rights using California's water rights registry database, application files, and statements of water diversion and use. Also, templates for instream flow dedication agreements will be created and an appraisal methodology will be drafted to determine fair market value of the water rights, as well as the length of time, location, and type of transaction being contemplated. This task will also outline the CEQA process for the water rights identified for dedication to instream use.

Deliverables:

- ◆ Willing participants identified
- ◆ Evaluation of Legal Aspects of Water Rights
- ◆ Template for Acquisition Agreement
- ◆ Finalized Appraisal Methodology
- ◆ Development of funding strategies
- ◆ Outline of CEQA process

Budget Category (e): Environmental Compliance/Mitigation/Enhancement

No work planned for this Budget Category

Budget Category (f): Construction Administration

No work planned for this Budget Category

Budget Category (g): Other Costs

No work planned for this Budget Category

Budget Category (h): Construction/Implementation Contingency

No work planned for this Budget Category

Exhibit B Schedule

Project 16: CABY Water Trust	2013			2014			2015			2016			2017		
	J	F	M	J	F	M	J	F	M	J	F	M	J	F	M
CABY Water Trust															
Budget Category (a): Direct Project Administration Costs															
Budget Category (b): Land Purchase/Easement															
Budget Category (c): Planning/Design/Engineering/Environmental															
Task 1: Assessment and evaluation (Planning)															
Budget Category (d): Construction/Implementation															
Task 2: Implementation															
Budget Category (e): Environmental Compliance/Mitigation/Enhancement															
Budget Category (f): Construction Administration															
Budget Category (g): Other Costs															
Budget Category (h): Construction/Implementation Contingency															

Exhibit C Budget

Project 16: CABY Water Trust

	Cost Share	Grant Share	Total
Budget Category (a): Direct Project Administration Costs	\$0	\$0	\$0
Budget Category (b): Land Purchase/Easement	\$0	\$0	\$0
Budget Category (c): Planning/Design/Engineering/Environmental Documentation	\$54,800.45	\$88,039	\$142,839.45
Budget Category (d): Construction/Implementation	1,999.55	\$52,445	\$54,444.55
Budget Category (e): Environmental Compliance/Mitigation/Enhancement	\$0	\$0	\$0
Budget Category (f): Construction Administration	\$0	\$0	\$0
Budget Category (g): Other Costs	\$0	\$0	\$0
Budget Category (h): Construction/Implementation Contingency	\$0	\$0	\$0
Total:	\$56,800	\$140,484	\$197,284

NEVADA CITY – IMPLEMENTATION GRANT

PROJECT STATUS

SPONSOR/PROJECT (Number, Name)	STATUS
Nevada City	
# 1 – Gracie Road Intertie	Completed - used intertie to Cascade Canal rather than to Gracie Road infrastructure – diversified water sources, as a result
# 2 – South Pine Street Distribution System Improvement	Initial design complete (Phase 1 in 2016), construction complete by April 1, 2017
# 3 – Park Avenue Distribution System Improvement	Completed – documented increases in pressure and flow, as a result
# 4 – Prospect Street Distribution System Improvement	Completed - documented increases in pressure and flow, as a result
# 5 - Install Altitude Valves with Integrated SCADA Systems	Installation Completed , undergoing final testing and calibration
# 6 - Leak Detection Program	Completed –replacement of 23+ valves to reduce water loss during system repairs
# 7 - Installation of Water Meters on City Facilities	Completed – increase in water management options
# 8 - Integrated Water Shortage Contingency, Drought Preparedness, and Comprehensive Water Conservation Planning Program	90% complete – final activities: web content, Water Conservation Ordinance development, assist with administration of conservation thru improved tracking of water use
Washington County Water District	
# 9 - Maybert Road Transfer and Distribution Line Replacement	Going to bid in September – completion by April 1, 2017
# 10 - Relief Hill Road Flow Control Pressure System Improvements	Completed – documented in increase in pressure, as a result
# 11 - Level-Control Altitude Valve Improvements	Going to bid in September– installation/construction done by December 2016
# 12 - System-Wide Installation of Water Meters	Completed - significant leak detection resulted, as well as ability to manage water use under drought conditions
# 13 - Downtown Leak Detection and Repair	Completed - in conjunction with meter installation, significant leaks detected and repaired
# 14 - Comprehensive Water Conservation Planning Program	Ongoing – complete by November 2016
PCWA	
# 15 - Leak Detection & Repair/Alta/Colfax	Ongoing – complete mid-2017
American Rivers	
# 16 - CABY Water Trust	Ongoing – complete December 2017
Administration	
# 17 - Aggregate Administration	Ongoing – major effort complete Dec 2016, with minor effort thru end of 2017

**CITY OF NEVADA CITY
DRAFT ACTION MINUTES
REGULAR CITY COUNCIL MEETING OF JULY 6, 2016**

NOTE: This meeting is available to view on the City's website www.nevadacityca.gov – Go to **Quick Links** and Click on **Agendas & Minutes** and find the Archived Videos in the middle of the screen. Select the meeting date and Click on **Video** to watch the meeting. For website assistance, please contact 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:

PRESENTATION:

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.

2. COUNCIL MEMBERS REQUESTED ITEMS AND COMMITTEE REPORTS:

Please refer to the meeting video on the City's website at www.nevadacityca.gov for additional comments.

3. CONSENT ITEMS:

- A. Subject:** An Ordinance of the City of Nevada City Amending Subsection G of Section 17.72.060 of Chapter 17.72 of the Nevada City Municipal Code Pertaining to Fees for Administrative Home Occupations (Second Reading)
Recommendation: Waive reading, read title only, and adopt Ordinance 2016-03 Amending Subsection G of Section 17.72.060 of Chapter 17.72 of the Nevada City Municipal Code Pertaining to Fees for Administrative Home Occupations.
- B. Subject:** An Ordinance of the City of Nevada City amending Chapter 5.32 to Title 5 of the Nevada City Municipal Code Relating to Licensure of Tobacco Retailers (Second Reading)
Recommendation: Waive reading, read by title only, and adopt Ordinance 2016-04 amending Chapter 5.32 to Title 5 of the Nevada City Municipal Code Relating to Licensure of Tobacco Retailers.
- C. Subject:** Resolution Declaring Results of June 7, 2016 Municipal Election
Recommendation: Pass Resolution 2016-33 declaring results of municipal election held June 7, 2016.

Action: Motion by Bergman, seconded by Andersen to approve Consent Items as presented.
(Approved 5 – 0)

4. APPROVAL OF ACTION MINUTES:

- A.** City Council Meeting – City Council Meeting – June 22, 2016

Action: Motion by Bergman, seconded by Strawser to approve the June 22, 2016 Minutes as presented.
(Approved 5 – 0)

5. OUTGOING COUNCIL MEMBER & MAYOR COMMENTS

Please refer to the meeting video on the City's website at www.nevadacityca.gov.

6. SWEARING IN OF COUNCIL MEMBERS – Valerie Moberg, David Parker and Reinetta Senum

Please refer to the meeting video on the City's website at www.nevadacityca.gov.

7. REORGNIZATION OF CITY COUNCIL

- A. Subject:** Selection of Mayor and Vice Mayor to Serve for Fiscal Year 2016-2017
Recommendation: Conduct the selection process for Mayor and Mayor Pro Tem (Vice Mayor) in accordance with the Mayoral Succession adopted as amended pursuant to Resolution 2012-27.

Action: Pursuant to the Mayoral Succession policy Evans Phelps accepted the position of Mayor and Duane Strawser accepted the position of Vice Mayor. The Council took a brief recess for public congratulations before the Council reconvened with new members.

8. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:

9. PUBLIC HEARINGS:

10. OLD BUSINESS:

- A. Subject:** Informational Update on 2016 Wild and Scenic Film Festival
Recommendation: Receive and file.

Please refer to the meeting video on the City's website at www.nevadacityca.gov.

11. NEW BUSINESS:

12. CORRESPONDENCE:

13. ANNOUNCEMENTS:

Please refer to the meeting video on the City's website at www.nevadacityca.gov.

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT – 7:28 p.m.

Evans Phelps, Mayor

ATTEST:

Niel Locke, City Clerk

**CITY OF NEVADA CITY
DRAFT ACTION MINUTES
SPECIAL CITY COUNCIL MEETING OF JULY 13, 2016**

NOTE: This meeting is available to view on the City's website www.nevadacityca.gov – Go to Quick Links and Click on Agendas & Minutes and find the Archived Videos in the middle of the screen. Select the meeting date and Click on Video to watch the meeting. For website assistance, please contact 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.

SPECIAL MEETING – 6:30 PM - Call to Order

Roll Call: Present: Moberg, Parker, Senum & Mayor Phelps
Absent: Vice Mayor Strawser

PLEDGE OF ALLEGIANCE

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.

1. **Subject:** Resolution in support of the Nevada City Police Department and Law Enforcement Officers Nationwide
Recommendation: Pass Resolution 2016-34 in support of the Nevada City Police Department and Law Enforcement Officers Nationwide.

Action: Motion by Parker, seconded by Moberg to approve Consent Items as presented.
(Approved 4 – 0; Vice Mayor Strawser absent)

ADJOURNMENT – 9:32 p.m.

Evans Phelps, Mayor

ATTEST:

Niel Locke, City Clerk

REPORT TO CITY COUNCIL

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

July 27, 2016

TITLE: City of Nevada City Surplus Property Disposition Policy

RECOMMENDATION: Pass Resolution 2016-XX adopting the City of Nevada City Surplus Property Disposition Policy.

CONTACT: Catrina Olson, Assistant City Manager

BACKGROUND / DISCUSSION:

The City of Nevada City, at times, will possess property which has exceeded its useful life or is determined to no longer be needed by the City. Currently the staff brings a resolution forward to City Council for approval to remove any such equipment from inventory and deem it surplus property regardless of value.

Many cities have a Surplus Property Disposition Policy that allows a council designated staff member to make the determination as to what City equipment should be removed from inventory. That designated staff member will also evaluate and decide the most fiscally prudent way for the asset to be disposed of. In most policies the City Manager and Finance and Administration Departments are involved in the process of removing the asset and items that are valued at a relatively minor value and are eligible to be determined surplus without a resolution being brought forward to City Council. The most common threshold is \$5,000.

The recommended policy assigns these responsibilities to the City Manager and/or Assistant City Manager, sets the equipment threshold value at \$5,000 and establishes a disposition procedure. Adopting this policy will create added flexibility and efficiency for the City to expedite the process of discarding unneeded assets.

FISCAL IMPACT:

None

ATTACHMENTS:

- ✓ Resolution 2016-XX Adopting the Surplus Property Disposition Policy
- ✓ Surplus Property Disposition Policy

RESOLUTION NO. 2016-XX

**A RESOLUTION OF THE CITY COUNCIL OF NEVADA CITY
TO ADOPT A SURPLUS PROPERTY DISPOSITION POLICY**

WHEREAS, the City of Nevada City periodically determines that aged vehicles, computers, and other miscellaneous equipment has exceeded its useful life or is no longer be needed; and

WHEREAS, many cities have a Surplus Property Disposition Policy providing guidance related to how City equipment should be removed from inventory; and

WHEREAS, most policies delegate responsibility of removing assets of relatively minor value to be determined surplus without a resolution being brought forward to the City Council; and

WHEREAS, the most common threshold is \$5,000; and

WHEREAS, items determined to be surplus property with a value in excess of \$5,000 will continue to require City Council action related to disposition.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Nevada City adopts the City of Nevada City Surplus Property Disposition Policy as attached hereto for items valued at \$5,000 or under.

Passed and Adopted at the regular meeting of the City Council of the City of Nevada City on the 27th day of July, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Evans Phelps, Mayor

ATTEST:

Niel Locke, City Clerk



City of Nevada City Surplus Property Disposition Policy

PURPOSE:

On occasion, the City of Nevada City will possess property which has exceeded its useful life or is determined to no longer be needed by the City, hereinafter referred to as “surplus property.” Any and all equipment purchased with public funds must be accounted for and disposed of in the most fiscally prudent way for the government entity. The Finance and Administration Department is responsible for the transfer and disposition of surplus property/equipment and supplies. Operating departments shall periodically review their equipment, material and inventory, and notify Finance and Administration in writing of any surplus property. Once it is determined that a piece of equipment is no longer needed or useable by the holding department the following must occur:

POLICY GUIDELINES:

Items that are valued at \$5,000 or under should be handled as follows:

1. In writing, notify the Finance and Administration Department of which equipment/supplies are to be removed from the asset schedule as surplus.
2. Finance and Administration will notify all City departments of the availability of equipment. If another department can use the equipment it will be transferred on the asset schedule to that department.
3. The City Manager and/or Assistant City Manager will determine the value of the equipment and the appropriate disposal method.
4. Finance and Administration will maintain a record of the disposed equipment, including method of disposal.

Surplus inventory that is valued greater than \$5,000 will be brought forward, by resolution with recommended disposal method, to City Council for approval.

Methods of Disposition – The City Manager and/or the Assistant City Manager shall determine which of the following methods of disposition is most appropriate and in the best interest of the City which exclude City staff and family from participating.

1. **Transfer to Another Department:** Surplus property may be transferred between operating departments. Departments wishing to transfer surplus property to or from another department shall submit the request in writing to the Finance and Administration Department which will

handle the financial transaction if the transfer is to occur between the General Fund and Enterprise Fund.

2. **Trade-In:** Property declared as surplus may be offered as a trade-in; however, it may not be used to offset funding toward the acquisition of the new property. Revenue from the sale of surplus property shall be returned to the appropriate revenue fund as determined by the Finance and Administration Department. All trade-in offers will be submitted to the City Manager and/or Assistant City Manager for review and approval of the purchasing.
3. **Return to the Manufacturer:** Surplus property may, when possible, be returned to the manufacturer for the buy-back or credit toward the purchase of new property. When budgeting for such an action, the department must budget for the full purchase price of the equipment and must have asset replacement funding for the full cost of the new equipment. The dollar value of the buy-back will be credited into the fund balance, not used to offset the purchase of the equipment.
4. **Sales:** Surplus property may be offered for sale by the City Manager and/or Assistant City Manager. All surplus property is for sale “as is” and “where is,” with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or usability or the property offered for sale. Appropriate methods of sale are as follows:
 - a. Public Auction - Surplus property may be sold at a public auction. Public Auctions may be conducted by the County of Nevada, or the City staff may contract with an outside service.
 - b. On-line Auction – Surplus property may be listed on an on-line auction company’s web site and sold to the highest responsible bidder.
 - c. Sealed Bids – Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder.
 - d. Selling of Scrap – Surplus property may be sold as scrap if the City Manager and/or Assistant City Manager deems the value of the raw material exceeds the value of the property as a whole.
 - e. Negotiated Sale – Surplus property may be sold outright if the City Manager and/or Assistant City Manager determines that only one known buyer is available or interested in acquiring the property (may not be City staff).
 - f. Disposal as Junk – When the cost of locating a buyer exceeds the estimated sale price of surplus property, the City Manager and/or Assistant City Manager may destroy or dispose of the item as junk.
5. **Donation:** The City may donate usable items with minimal fair market value (such as outdated computer equipment and furniture) to a charitable organization for use within the City.

**Note surplus computer equipment must first be forwarded to Nevada County IT for all content to be erased regardless of the disposal method.

Proceeds – Revenue from the sale of surplus property shall be returned to the appropriate revenue fund balance (general fund, special fund or enterprise fund); not to the cost centers asset replacement, retired equipment reserve.

REPORT TO CITY COUNCIL

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

JULY 27, 2016

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

RECOMMENDATION:

1. After holding a public hearing, Council shall make a decision whether to uphold, overturn or modify the Planning Commission decision to deny the Architectural Review Application.

CONTACT: Amy Wolfson, City Planner

BACKGROUND / DISCUSSION:

On March 30, 2016, Council heard an appeal by Charlotte Dewar requesting the City Council overturn the Planning Commission's decision to deny the Architectural Review application for the front entry façade of her accessory building. Council voted to continue the item and made 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 more compatible with the neighboring properties and with the Italianate residence on the property.

Continued from the meeting of May 25, 2016, staff brought the above matter to Council on June 8 seeking direction as to whether to set a date certain for the appellant to return to Council with a modified project design. At that meeting, staff updated Council on the progress made at a subcommittee meeting that included Vice-Mayor Phelps, Councilmember Andersen, and Allan Haley, the appellant's attorney. Council voted again to continue the item in order to allow the appellant and her attorney to confer over the subcommittee recommendations. The subcommittee unanimously favored a barn door concept similar to the exhibit provided as Attachment 1. The barn door preference was, in part, due to a review of the 1898 Sanborn Map which represents a structure in substantially the same location as the current structure, and due to the emergence of an historic photograph showing the subject structure utilized as a barn (Attachment 2). At the June 22 meeting staff reported to Council that the July 27th meeting date would allow adequate time for the applicant to evaluate the sub-committee's recommendation and provide a modified design proposal.

The applicant has provided new exhibits included as Attachment 3. Ms. Dewar has opted to retain the original design concept citing that the sliding barn door preference would not adequately protect the existing doors and also citing the consistency of her proposed design with three other existing doors on the structure.

Below is a list of City Council video records and the corresponding minutes of those records relevant to the subject hearing item:

Meeting Date	Video Record Minutes
3/30/2016	1:14:07 – 2:21:51 (audio is very poor – turn audio controls to maximum volume)
5/25/2016	24:50 – 50:38
6/8/2016	1:21:33 – 1:43:59
6/22/2016	30:37 – 33:33

STAFF RECOMMENDATION

Staff recommends the following options for motions that may be made in response to the appeal request:

Motion to Overturn/Modify

1. In overturning and approving the revised Architectural Review application, as conditioned, for the proposed construction of the front entry façade of the accessory building located at 254 Boulder Avenue, Nevada City, CA, the City Council finds:
 - a. that the entry facade is generally compatible with Nevada City’s style of architecture; and
 - b. that the entry façade is compatible with the context of the surrounding neighborhood.

RECOMMENDED CONDITIONS OF APPROVAL:

1. Prior to issuance of a building permit for the front façade, the applicant shall submit three sets of plans, along with the review fee of \$80 to the City Planner for review, approval. Once stamped, the applicant can proceed to the Building Department for permit issuance.

Motion to Uphold

1. In upholding the Planning Commission’s decision to deny the Architectural Review application for the proposed construction of the front entry façade of the accessory building located at 254 Boulder Avenue, Nevada City, CA, the City Council finds:
 - a. that the entry facade is not generally compatible with Nevada City’s style of architecture; and
 - b. that the entry façade is not compatible with the context of the surrounding neighborhood.

ENVIRONMENTAL CONSIDERATIONS: Because structures accessory to a residence meet criteria in the R1 zoning designation, as an allowed use on the property, local authority can only be ministerial in nature. Sections 21080 of the Public Resource Code, of the California Environmental Quality Act (CEQA), exempts ministerial projects from environmental review.

FINANCIAL CONSIDERATIONS: None

ATTACHMENTS

1. Sub-committee design concept preference exhibit
2. 1940s photograph and 1898 Sanborn Map exhibit
3. Current applicant design proposal

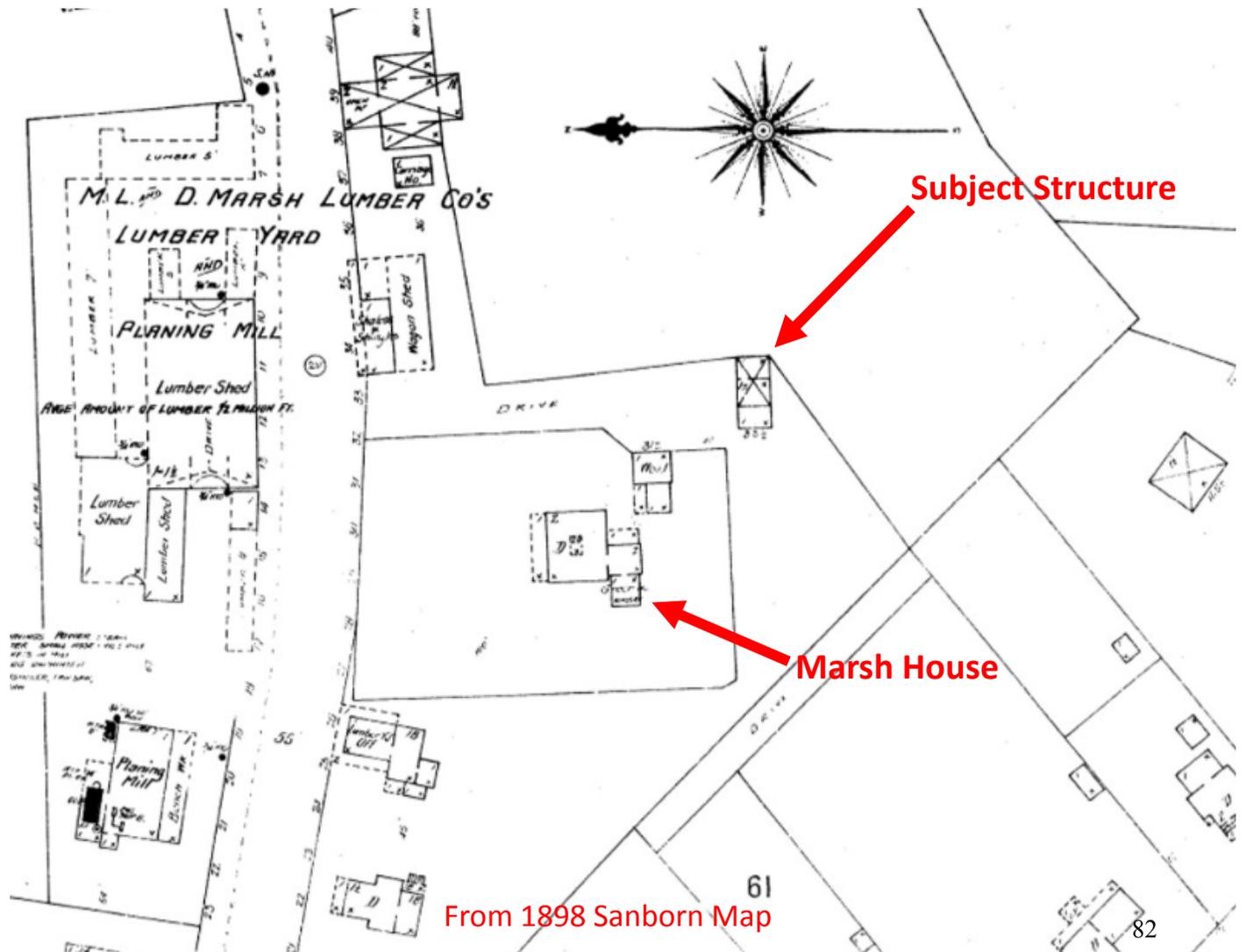


Subcommittee's Preferred Design Concept





1940s



Subject Structure

Marsh House

From 1898 Sanborn Map

NEVADA CITY/CABY – DWR/PROP 84 IMPLEMENTATION GRANT - PROJECT STATUS

SPONSOR/PROJECT (Number, Name)	STATUS
Nevada City	
# 1 – Gracie Road Intertie	Completed. Used an intertie to the Cascade Canal, rather than to Gracie Road infrastructure: diversified water sources and increased resilience and management options as a result
# 2 – South Pine Street Distribution System Improvement	Initial design complete. Construction complete by April 1, 2017
# 3 – Park Avenue Distribution System Improvement	Completed. Documented increases in pressure and flow
# 4 - Prospect Street Distribution System Improvement	Completed. Documented increases in pressure and flow
# 5 - Install Altitude Valves with Integrated SCADA Systems	Installation Completed. Undergoing final testing and calibration, as well as assessing impact
# 6 - Leak Detection Program	Completed. Replacement of 23+ valves, to significantly reduce water loss during system repairs by creating water management ‘zones’
# 7 - Installation of Water Meters on City Facilities	Completed. Increase in water management options, as well as ability to monitor actual water usage
# 8 - Integrated Water Shortage Contingency, Drought Preparedness, and Comprehensive Water Conservation Planning Program	90% complete. Final activities: web content, Water Conservation Ordinance development (if directed by City Council), assist with administration of conservation thru improved tracking of water use
Washington County Water District	
# 9 - Maybert Road Transfer and Distribution Line Replacement	Going to bid, in September, 2016. <i>Construction Complete</i> by April 1, 2017
# 10 - Relief Hill Road Flow Control Pressure System Improvements	Completed. Documented increase in pressure for <u>all</u> affected residences
# 11 - Level-Control Altitude Valve Improvements	Going to bid, in September 2016. <i>Installation/construction complete</i> by December 2016
# 12 - System-Wide Installation of Water Meters	Completed. Documented ability to manage water use under drought conditions, also significant leak detection resulted (see #13, below)
# 13 - Downtown Leak Detection and Repair	Completed - in conjunction with meter installation, <i>significant</i> leaks detected and repaired
# 14 - Comprehensive Water Conservation Planning Program	Ongoing – Complete by November 2016
PCWA	
# 15 - Leak Detection & Repair/Alta/Colfax	Ongoing – Complete mid-2017. Already documented ability to detect and repair leaks
American Rivers	
# 16 - CABY Water Trust	Ongoing – Complete December 2017
Administration	
# 17 - Aggregate Administration	Ongoing – Major effort complete Dec 2016, with minor effort thru end of 2017

Project #8 Summary – Integrated Water Shortage Contingency, Drought Preparedness, and Comprehensive Water Conservation Planning Program

This Project has three Tasks:

1. **Develop a Drought Action Plan for Nevada City (DAP)**
2. **Develop a Capital Improvement Plan for Nevada City (CIP)**
3. **Develop a Citizen Conservation Action Plan for Nevada City (CAP)**

Throughout most of 2014 and 2015, activities associated with this Project were in direct response to the historic drought that plagued California. Nevada City Water Managers and Residents were urged to find ways to conserve water in response to two Drought Proclamations and Governor Jerry Brown's 2015 Executive Order requiring mandatory conservation measures and water use reductions. This Project became an obvious vehicle to assist the City in meeting these new requirements while also building in long-term conservation strategies to add resiliency to the City in the face of an uncertain future with regard to water supplies and climate.

Task 1. Drought Action Plan: In January 2015, a Draft Drought Action Plan was provided to City staff for review and comment. After Emergency Regulations were issued by the State in mid-February, the consulting team reviewed the new conservation requirements and made recommendations to the City Manager relative to City response. The consulting team made further revisions to and completed the final review draft of the DAP document, and submitted it to the City Manager for presentation in April 2015 to the City Council. This document is now being further edited to make it more simple and straight forward for implementation by City staff.

Task 2. Capital Improvement Plan: The City Engineer expressed a desire to wait to engage in any more development of the Capital Improvement Plan (CIP) until Project #5 (Altitude Valves and SCADA System design) is complete. The outcome of Project #5 will heavily influence the measures that are available to anticipate and respond to future drought conditions. Completion of installation of the SCADA system was done at the end of 2015, with on-going testing and tweaking of the system continuing through the 1st-3rd quarters of 2016. Therefore, in the final quarters of 2016, the team will again engage City Staff and Engineers to complete the development of the CIP.

Task 3. Citizen Conservation Action Plan: It is widely recognized that drought conditions increase the workload of water suppliers, and as the drought situation evolved, it became evident that Nevada City's staff needed additional technical support to absorb the additional work that was required by drought conditions and implementation of DAP measures. This was especially true in the area of outreach to customers and the public, an area critical to achieving reduced water use. The municipal website, for example, at that time was a static site, with no internal capacity for updating it; as a result, there was no central on-line place to refer people for drought and water conservation information. City Staff have recently developed a new more flexible web platform and are in the process of populating department-specific pages. The drought and water conservation content is currently under review and will soon go live.

The consulting team developed water conservation outreach messaging and educational opportunities for local residents during the 2015 mandatory drought restriction period. During these efforts it became apparent that a citizen Conservation Action Plan, as originally proposed (i.e., heavy reliance on formal public meetings), would be difficult to implement. This was due to repeated requests for more educational materials, interactive workshops with a specific conservation theme (e.g., watering to save trees), rather than continued focus on formal events. In response to this information, the focus of this task shifted to one of consistent and diverse public messaging on water conservation as well as provision of targeted workshops.

Nevada City Water Use Profile

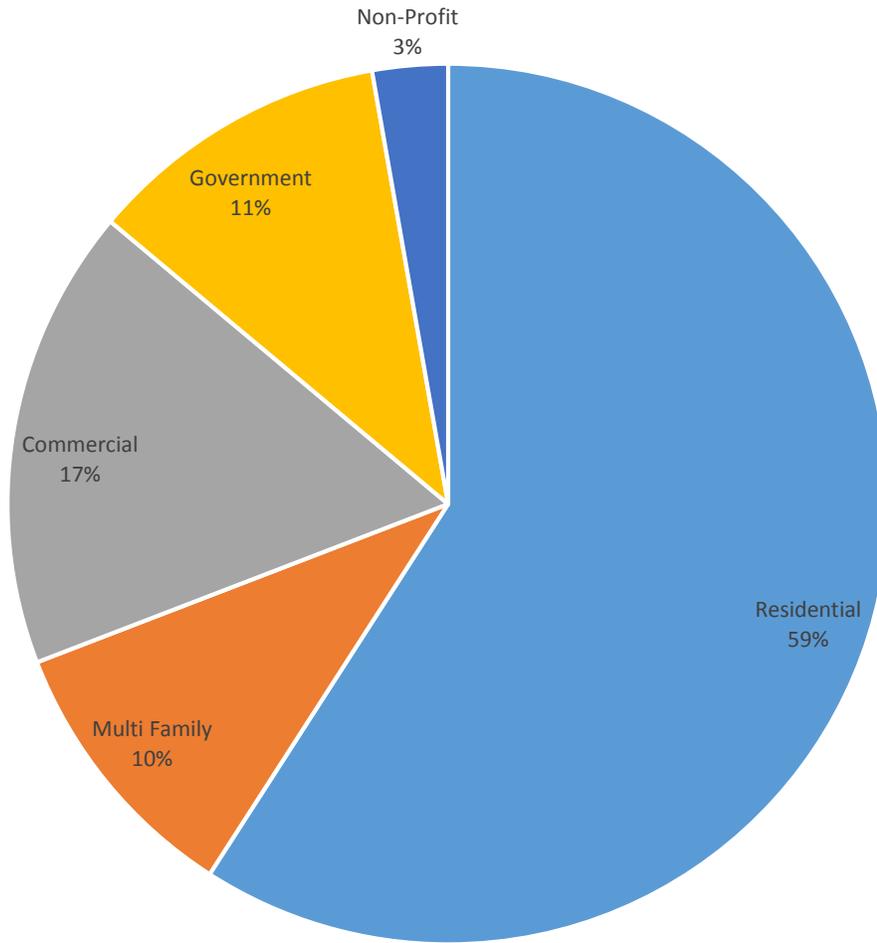


Figure 1. Composition of Nevada City’s water customers. Residential (single family homes) customers make up 59% of water users while commercial customers account for 17% of water users.

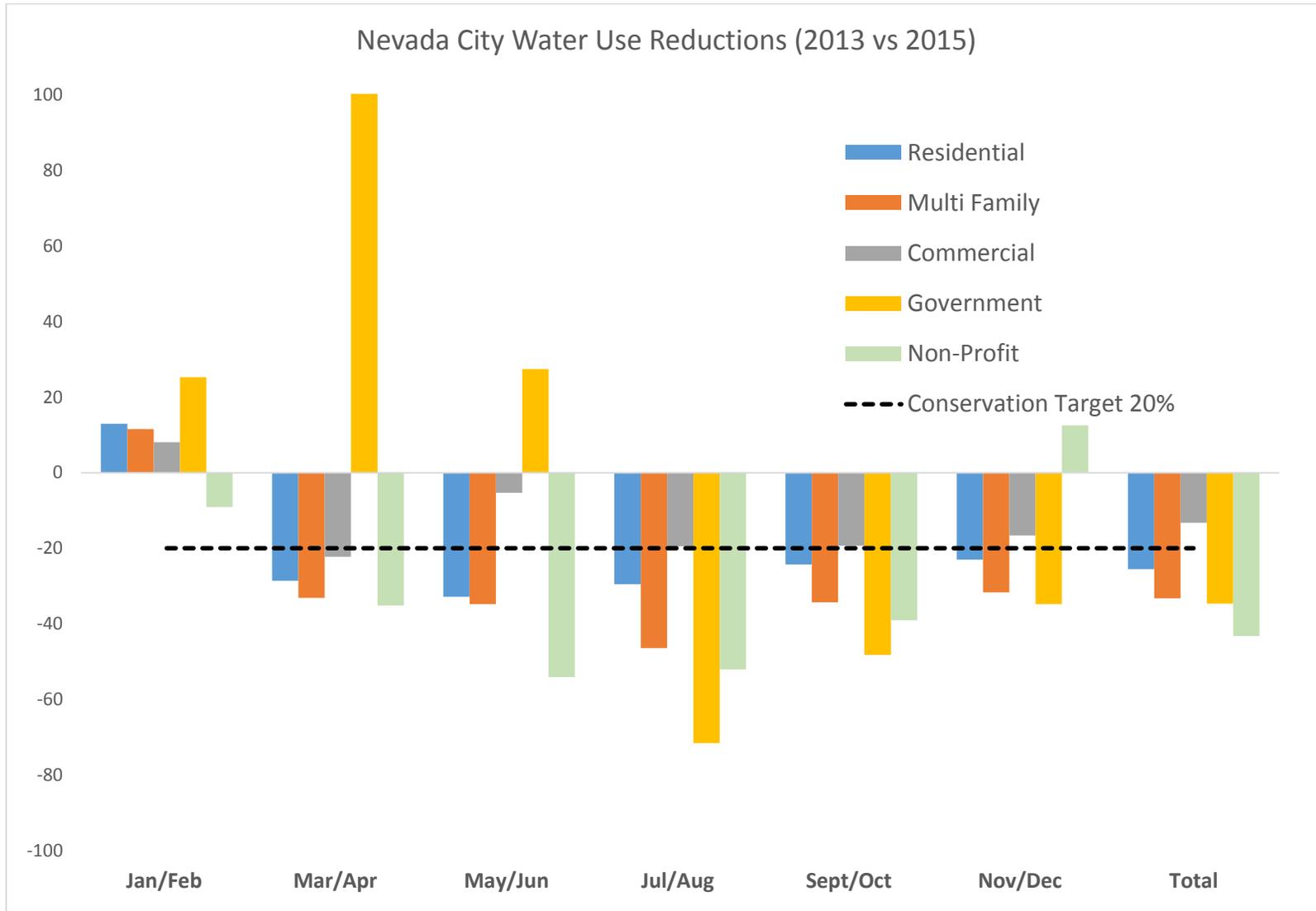


Figure 2. Water use reductions by customer type for the years 2013 vs 2015. Negative bars indicate LESS water use in 2015 (compared to 2013); positive bars indicate MORE water use in 2015 (compared to 2013). The dotted line indicates the 20% conservation target that was set for Nevada City.

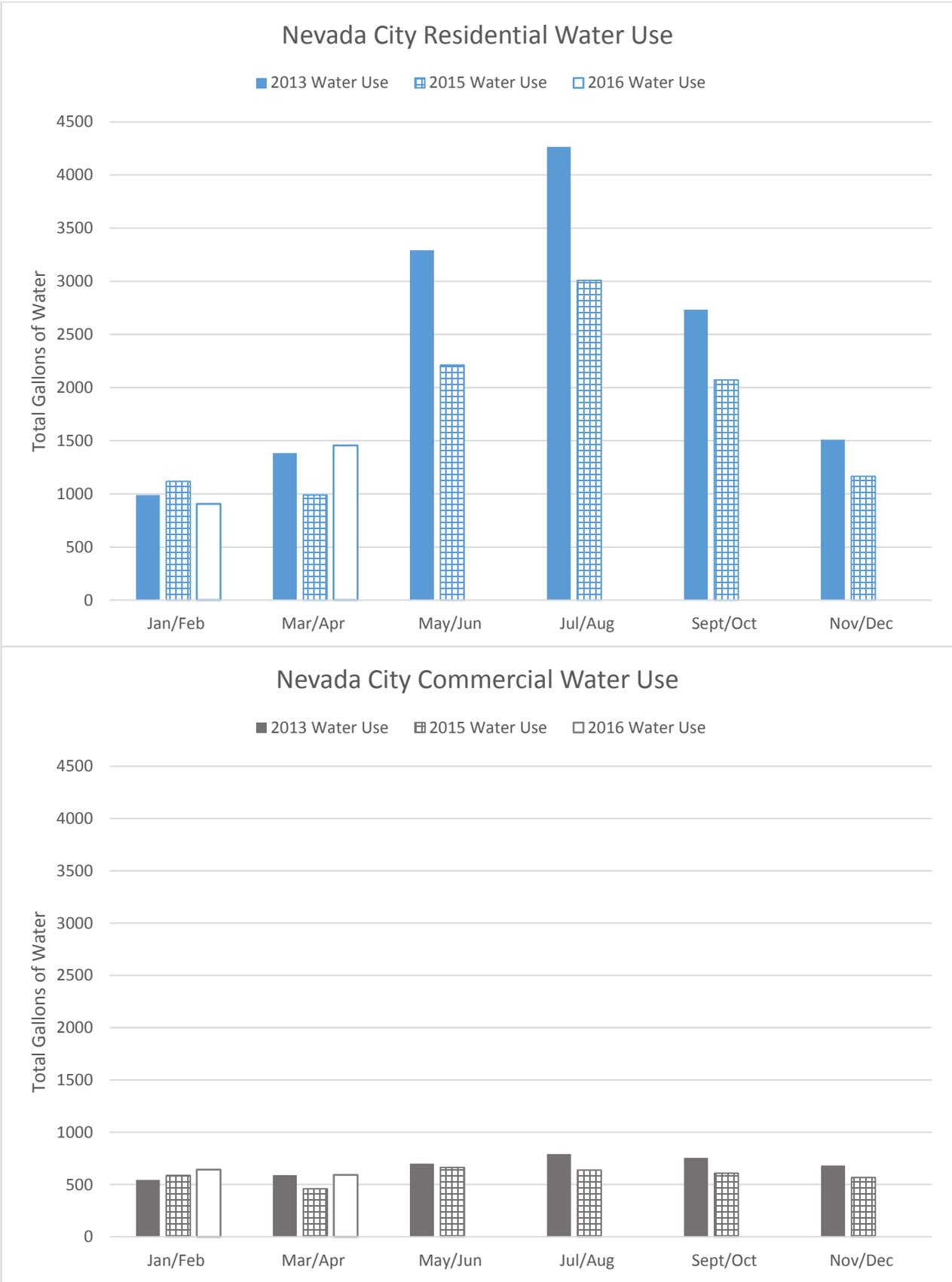


Figure 3. Nevada City water use by billing period for Residential Customers (Top Graph) and Commercial Customers (Bottom Graph) for 2013 (solid bar), 2015 (checked bars) and for available 2016 data (open bars).

REPORT TO CITY COUNCIL

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

July 27, 2016

TITLE: Nevada City Sidewalk Cost-Sharing Program Pilot Project

RECOMMENDATION: Review and approve implementation of Nevada City Sidewalk Cost-Sharing Program Pilot Project.

CONTACT: Bryan McAlister, City Engineer

BACKGROUND / DISCUSSION: California state law and the City's municipal code require property owners to maintain and repair sidewalks. The maintenance and management demands involve a significant outlay of resources which often delays needed repairs.

Some communities have established cost-sharing programs to mitigate the expense burden for property owners to comply with state and local code stipulations. These types of programs typically accelerate improvements and improve the walkability of the City, resulting in a betterment of the community.

The City's NCFoward Economic Plan includes an objective to launch a sidewalk cost-share initiative in 2016 leveraging private resources. This component of the Plan is to enhance the City's public infrastructure and position the City for business investment by ensuring the community's needs are met.

Staff has developed a pilot project to assist property owners seeking to repair displaced and damaged sidewalks. The program provides reimbursement up to 50% of improvement costs, ensures public resources are utilized in an efficient manner, and is designed to be customer-friendly. Applicants will follow a three-step process to participate:

- Step 1: Complete and submit a one-page application.
- Step 2: City Engineer and/or Public Works staff will review the sidewalk repair location and confirm eligibility.
- Step 3: Applicant will obtain three written quotes and secure approval from the City Engineer based on the lowest responsible bid. Following completion of the project, the applicant will submit documentation for reimbursement.

The program is recommended as pilot project to evaluate community participation and interest in the program. Staff recommends allocating \$20,000 of Measure S FY 2016/17 funding to launch the program (Measure S provides approximately \$500,000 annually for street/sidewalk improvements). This is anticipated to contribute an additional \$20,000 of private investment in sidewalk repairs locally over the next 12 months. Following completion of the pilot project, the City Engineer will report on the number of projects completed and recommend any adjustments to the program.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: The \$20,000 pilot project can be implemented within the approved FY 2016/17 Measure S budget resources.

ATTACHMENTS:

- ✓ Nevada City Sidewalk Cost-Sharing Program Pilot Project



City of Nevada City SIDEWALK COST-SHARING PROGRAM

1) PURPOSE

The primary purpose of the Sidewalk Cost-Sharing Program is to assist property owners in their repair of displaced and damaged sidewalks by providing partial reimbursement of costs.

2) PROJECT ELIGIBILITY AND REIMBURSEMENT

Projects located within City Street right-of-way that include missing, damaged or displaced sidewalk are eligible to apply for the Sidewalk Cost-Sharing Program. Property owners may be reimbursed up to 50% of the overall cost of the improvements.

Sidewalk Cost-Sharing Program Applications will be processed on a first come first served basis until funds allocated for the fiscal year have been exhausted.

3) OUTLINE OF STEPS

STEP 1:

- **Complete and submit a Sidewalk Cost-Sharing Program Application** (attached). Provide an improvement plan identifying those improvements you propose to complete as well as any tree removal (separate permit required), curb and gutter replacement, retaining wall repair, driveway re-grading, etc.

STEP 2:

- **The City Engineer and/or Public Works staff will review the sidewalk repair location.** If the project location is eligible and funds are available, the City will notify the applicant to proceed with solicitation of quotes for pricing.

STEP 3:

- **The applicant shall obtain three written quotes** and shall notify the City Engineer of the expected cost based on the lowest responsible bid.
- The City Engineer shall complete the City's portion of the Sidewalk Cost-Sharing Program Application form. **A copy of the completed Sidewalk Cost-Sharing Program Application will be returned to the applicant.**
- **Submit all invoices** applicable for reimbursement per the Sidewalk Cost-Sharing Program Application. Reimbursement generally takes three weeks to process.

If you have questions about the program, please call the City Engineer at (530) 265-2496 x126.



**City of Nevada City
SIDEWALK COST-SHARING APPLICATION**

Property Address: _____

Owner Name: _____

Phone #: _____

Owner/ Applicant Signature _____

Date: _____

.....
Identify all improvements you propose to complete (including incidental work such as curb and gutter replacement, retaining wall repair, railing, driveway re-grading, etc.)

Description of work: _____

Sketch of work:

.....
AUTHORIZATION TO PROCEED

Estimated Reimbursement Cost _____

Signature (City approval) _____

Print name/ title: _____

Date _____

REPORT TO CITY COUNCIL

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

July 27, 2016

TITLE: City Council Appointments for Fiscal Year 2016-2017

RECOMMENDATION: Review and consider appointment of City Council Members and members of the public to City and external Boards, Committees and Commissions for Fiscal Year 2016-2017.

CONTACT: Mark Prestwich, City Manager

BACKGROUND / DISCUSSION: City Council Members and public appointees regularly participate as members of various boards, committees and commissions. A summary of current external and City boards, committees and commissions is provided below. Prior year appointments are included for reference purposes.

EXTERNAL ORGANIZATIONS

	2015/16 Appointee	2015/16 Alternate	Appointed by
LAFCo	Robert Bergman	Duane Strawser	City Council
NCTC/Airport Commission/Nevada County Transit	Terri Andersen	Duane Strawser	City Council
Solid Waste & Hazardous Waste Committee	Duane Strawser	Evans Phelps	City Council
Economic Resource Council	Robert Bergman	Duane Strawser	City Council
City Selection Committee	Mayor	Mayor Pro Tem	N/A

CITY COMMISSIONS/COMMITTEES

	2015/16 Appointee/Member	2015/16 Alternate	Appointed by
Planning Commission	Brad Croul Pamela Meek John Parent Stewart Lauters Dan Thiem	N/A	City Council Members appoint a Planning Commissioner unless previously selected
Measure S Committee	Patti Foster Mike Barbar Rod Brown Conley Weaver Niel Locke	N/A	City Council

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: None

ATTACHMENT:

- ✓ Commission/Committee Description & Purpose

COMMISSION/COMMITTEE DESCRIPTION & PURPOSE

Local Agency Formation Commission (LAFCo). Created by the California Legislature in 1963 with the duties to oversee any boundary changes of City boundaries and special districts (Fire, NID, etc). The LAFCo office is located at the Nevada County Government Center. LAFCo members also review and adopt Nevada City's Sphere of Influence Plan which is required to be updated every five years (last adopted in 2008). This Sphere of Influence Plan is a requirement of State law and ensures that any changes in city boundaries occur in a logical manner and that city services are available to serve the area.

Meets: Third Thursday every other month

Term Limits: Serve until replaced

Nevada County Transportation Commission (NCTC). The Mission of the NCTC is to plan, communicate, and coordinate with citizens and decision makers of Nevada County, Grass Valley, Nevada City, Truckee and Caltrans to create a balanced regional system. This includes administration of regional, state, and federal funding for projects related to roadways, bridges, public transportation services, railways, airports, bicycle facilities, and pedestrian amenities. In development these transportation solutions, the NCTC initiates design concepts, engineering feasibility studies, environmental studies, and proposes funding sources to construct transportation improvements. Once these tasks are completed, projects are turned over to Caltrans or to a local jurisdiction for construction.

Meets: Third Wednesday every other month

Term Limits: Serve until replaced

Nevada County Airport Commission. The Nevada County Airport's Mission is to develop and deliver safe and efficient aviation facilities for Nevada County residents, businesses, visitors, and the CDF fire suppression base, through a commitment to quality services, professional competence and fiscal responsibility. The Nevada County Airport Commission reviews and recommends action on Airport policy matters, operations, and development to the Board of Supervisors.

Meets: Only when necessary for Airport Land Use

Term Limits: Serve until replaced

Nevada County Transit Services Commission. The Transit Services Division of the Department of Transportation and Sanitation is responsible for the administration and delivery of public transit and paratransit services, primarily in western Nevada County. The Transit Services Division operates the Gold Country Stage, a fixed rote bus system serving western Nevada County, and administers a contract for the provision of specialized paratransit services for persons with disabilities. Bot services are operated pursuant to a joint powers agreement executed by Nevada County and the Cities of Grass Valley and Nevada City.

Meets: Third Wednesday of every other month at 8:15 a.m. and held at Grass Valley City Hall, Nevada City, City Hall, Nevada County Eric Rood Center, Truckee Town Hall.

Term Limits: Serve until replaced

Solid & Hazardous Waste Commission (Nevada County). This Commission assists the County in the management of solid and hazardous waste, and whose participation, review, and recommendation will be required before the County of Nevada may take any final action on solid and hazardous waste matters. The Commission will assist in the development of a comprehensive log-range plan for the disposal and recycling of solid and hazardous waste within the County, and the Management of the County's solid waste operations, including all of the financial matters pertaining thereto.

Meets: Second Thursday, of even months at 1:30 p.m. in the Empire Room of the Rood Admin Center

Term Limits: Serve until replaced

Nevada County Economic Resource Council. The Nevada Economic Resource Council (NCERC) is dedicated and positioned to assist in business attraction, creation and retention. NCERC collaborates with community leaders in business, government, chambers of commerce and business associations.

Meets: First Thursday of each month at 7:30 a.m. at the Green Screen Institute in Nevada City..

Term Limits: Serve until replaced

City Selection Committee. Powers and Duties of the City Selection Committee pursuant to Sections 50270 et seq. of the California Government Code. In any county in which two or more cities are incorporated there is hereby created a city selection committee the purpose of which shall be to appoint city representatives to boards, commissions, and agencies as required by law. The current list of boards, committees/commissions, and agencies which the City Selection Committee appoints representatives to are: LAFCO, RAN, Supplemental Law Enforcement Oversight Committee, Truckee Tahoe Airport Land Use Commission, and Nevada County Airport Land Use Commission. The membership of each such city selection committee shall consist of the mayor of each city within the county. The Clerk of the Board of Supervisors, County of Nevada serves as the permanent Secretary and Recording Officer of the Committee. All City Representatives appointed by the Committee are responsible for exercising the duties of their positions with diligence, integrity, and the highest regard for the public trust and interest of the citizens of the cities within Grass Valley, Nevada City and Truckee.

Meets: Third Monday in July annually (if there's business to transact)

Term Limits: Mayor and Mayor Pro Tem

Planning Commission. The Planning Commission is a citizen group appointed by the City Council. They are tasked with taking action on discretionary land use proposals and architectural review applications. They also make recommendations on land use policy changes and on design and land use aspects of City projects.

Meets: Third Thursday of each month starting at 1:30 p.m. in the City Council Chambers.

Term Limits: Serve until replaced.

Measure S Committee. The Measure S Committee's responsibility is to oversee the paving projects including tracking of finances, verifying streets to be paved, and ensuring that all of the criteria of the public proposition are followed.

Meets: Twice Year

Term Limits: Serve until replaced