



**REGULAR CITY COUNCIL MEETING
MEETING AGENDA
WEDNESDAY, OCTOBER 26, 2016**

**Closed Session Meeting – 6:00 PM
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.

CLOSED SESSION MEETING – 6:00 PM

1. Pursuant to Government Code Section 54956.8, a closed session is requested with negotiators City Manager Mark Prestwich, Assistant City Manager Catrina Olson, City Engineer Bryan McAlister, Assistant Consulting City Engineer Bill Falconi, and Consulting City Attorney Hal DeGraw to discuss price and terms of payment regarding possible purchase of real estate located in Pioneer Park at 425 Nimrod Street with owner, Susan Schreiber.

REGULAR MEETING – 6:30 PM - Call to Order

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

PLEDGE OF ALLEGIANCE

PROCLAMATION:

PRESENTATION: Overview of Nevada County Homeless Services – Michael Heggarty, Director of Health and Human Services, County of Nevada

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: Interim Staffing at Nevada City Water and Wastewater Treatment Plants
Recommendation: Pass a Motion approving Amendment No. 1 to City agreement with Fishers Wastewater Services in amount not to exceed \$8,000 to provide interim management staffing for the City's water and wastewater plants.

B. Subject: Award of Contract for Grove Street Sewer Improvements in Nevada City
Recommendation: Pass a Motion awarding a contract to Hansen Bros. Enterprises in the amount of \$74,495 plus \$10,000 contingencies for Grove Street Sewer Improvements and authorize the Mayor to sign.

C. Subject: Fire Activity Report – September 2016
Recommendation: Receive and file.

D. Subject: Notice of Completion for 2016 Measure "S" Paving Projects
Recommendation: Pass Resolution 2016-XX approving a Notice of Completion for the construction of 2016 Measure S paving and reconstruction and authorize Mayor to sign.

E. Subject: Regional Public Safety Training Center Maintenance Agreement with Sierra Joint Community College District, City of Grass Valley and Nevada County Consolidated Fire District
Recommendation: Pass a Motion authorizing the City Manager or designee to enter into an agreement with the Sierra Joint Community College District, City of Grass Valley and Nevada County Consolidated Fire District for repair of the fire pump at the Regional Public Safety Training Center.

4. APPROVAL OF ACTION MINUTES:

A. City Council Meeting – October 12, 2016

5. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:

6. PUBLIC HEARINGS:

7. OLD BUSINESS:

8. NEW BUSINESS:

A. **Subject:** Nevada City Historic Building Plaques Program

Recommendation: Pass Resolution 2016-XX 1) Finding a historic building plaques program exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA); and 2) establishing the Nevada City Historic Building Plaques Program and authorizing the Planning Commission to approve new historic plaque proposals within the city limits pursuant to program requirements.

9. CORRESPONDENCE:

10. ANNOUNCEMENTS:

11. CITY MANAGER’S REPORT:

12. ADJOURNMENT

Certification of Posting of Agenda

I, Mark Prestwich, City Manager for the City of Nevada City, declare that the foregoing agenda for the October 26, 2016 Regular Meeting of the Nevada City City Council was posted October 20, 2016 at the office of the City of Nevada City (City Hall). The agenda is also posted on the City’s website www.nevadacityca.gov.

Signed October 20, 2016 at Nevada City, California

_____, Mark Prestwich, City Manager

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

November 9, 2016 Regular Council Meeting
November 30, 2016 Regular Council Meeting (Note Changed Date)

December 14, 2016 Regular Council Meeting
December 28, 2016 Meeting Canceled

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

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

REPORT TO CITY COUNCIL

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

October 26, 2016

TITLE: Interim Staffing at Nevada City Water and Wastewater Treatment Plants

RECOMMENDATION: Pass a Motion approving Amendment No. 1 to City agreement with Fishers Wastewater Services in amount not to exceed \$11,000 to provide interim management staffing for the City's water and wastewater plants.

CONTACT: Mark Prestwich, City Manager

BACKGROUND / DISCUSSION: Due to an unanticipated staffing vacancy at the City's water and wastewater treatment plants that occurred September 28, 2016, the City required the immediate services of qualified Grade 3 operators to assist with management of these critical facilities and to comply with State regulations. On September 29, 2016, the City Manager entered into an agreement with Fishers Wastewater Services in an amount not to exceed \$11,000 to provide temporary staffing assistance. The City Council ratified this agreement at their October 12 meeting. The purpose of Amendment No. 1 is to extend interim staffing services through November 9, 2016.

ENVIRONMENTAL CONSIDERATIONS: The City has operational, maintenance and reporting responsibilities to the State Water Resources Control Board and Department of Public Health. The addition of temporary staffing will facilitate the City's ability to meet its responsibilities.

FISCAL IMPACT: Fishers Wastewater Services bills at \$80 per hour.

ATTACHMENT:

✓ Amendment No. 1

**AMENDMENT NO. 1 TO
CITY OF NEVADA CITY AND
FISHERS WASTEWATER SERVICES AGREEMENT**

This Amendment No. 1 to City of Nevada City and Fishers Wastewater Agreement for water and wastewater services ("Amendment") is made and entered into effective as of October 26, 2016 ("Effective Date") by and between the City of Nevada City (City) and Fishers Wastewater Services (Contractor). The City and Contractor are hereinafter referred to as "Parties".

1. **Payment:** Amendment No. 1 shall include an additional \$8,000 to provide interim management staffing services through the extended agreement term below, bringing the total not to exceed amount of the agreement to \$19,000.
2. The "Contract Term" Section is hereby amended to read, in its entirety:

Contract Term: The term of the agreement will commence September 29, 2016 and terminate November 9, 2016.

IN WITNESS WHEREOF, this agreement has been amended by the parties hereto, upon the date first above written.

CITY OF NEVADA CITY

CONTRACTOR

Dept: _____

Contractor: Fishers Wastewater Services

By: _____

By: MAF

Printed Name: _____

Printed Name: Mark A Fisher

Title: _____

Title: Owner

REPORT TO CITY COUNCIL

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

October 26, 2016

TITLE: Award of Contract for Grove Street Sewer Improvements in Nevada City

RECOMMENDATION: Pass a Motion awarding a contract to Hansen Bros. Enterprises in the amount of \$74,495 plus \$10,000 contingencies for Grove Street Sewer Improvements and authorize the Mayor to sign.

CONTACT: Bryan K. McAlister, City Engineer

BACKGROUND/DISCUSSION: The City Engineer and Public Works staff have identified sewer improvements that are necessary for continued service to residents on Grove Street. The proposed sewer line will provide a much needed replacement of century old sewer line that is difficult to access and maintain where it is presently located in narrow areas between homes.

City staff solicited bids for Grove Street Sewer Improvements from three local contractors in September, 2016. Two bids were received, as follows:

- Hansen Bros. Enterprises, Grass Valley CA \$ 74,495.00
- C&D Contractors Inc., Nevada City CA \$ 76,859.00

Hansen Bros. Enterprises was selected as the lowest responsive and responsible bidder.

FISCAL CONSIDERATIONS: The project will be funded as authorized in the fiscal year 2016/2017 sewer fund appropriations for sewer collection.

ATTACHMENT:

- ✓ Contract for Grove Street Sewer Line Improvements

GROVE ST. SEWER IMPROVEMENTS



City of Nevada City, 95959
Nevada County, California

Bryan K. McAlister
PE C58570
PLS 9199

William J. Falconi
PE 25842
PLS 4911

NOTICE TO CONTRACTOR'S

Grove Street Sewer Improvements

Sealed proposals for Grove St. Sewer Line will be received by the City at City Hall, 317 Broad Street, Nevada City, California, 95959, until **3:00 PM on October 6, 2016**, at which time, or as soon thereafter as practicable, all such proposals will be publicly opened and read at City Hall, 317 Broad Street, Nevada City, California.

Bids shall be enclosed and sealed in an envelope addressed to the City of Nevada City at the above stated address and shall be marked "Grove St. Sewer Line."

The work includes the furnishing of all labor, materials, and equipment required for the job in accordance with the plans, specifications and other contract documents as set forth by the City Engineer. Such bid documents will be on file with the City staff and are available for inspection during office hours. **Bid proposals may be obtained at the office of said City Hall at 317 Broad Street, Nevada City, California on or after September 29th, 2016.**

The City reserves the right to reject all bids; or to accept any portion of bid schedule; to reject any bid which is incomplete or irregular; to determine which proposal is, in its judgment, the lowest responsible bid of a responsible bidder and to waive any informality or minor irregularity of any bid.

DATED: September 28th, 2016

CITY OF NEVADA CITY

William J. Falconi, P.E.

Assistant City Engineer

PROPOSAL/CONTRACT

GROVE ST. SEWER LINE IMPROVEMENTS, Nevada City, CA

TO: City of Nevada City, City Hall, Nevada City, California.

The undersigned, as a bidder, submits the following proposal for the SEWER LINE IMPROVEMENTS in the City of Nevada City, California, and offers to perform all work and furnish all labor, materials, tools, equipment, power and water as required for the completion of said project, in accordance with the plans, specifications and all other contract documents. The bidder has inspected the project site and has examined all conditions affecting the proposed work.

If this bid is accepted, the bidder agrees to execute the Agreement, and furnish to the City all documents and evidences of insurance, within ten (10) days after receiving written notice of the award of contract, and complete the project within thirty (30) working days after receiving written notice to proceed. **No bond is required for this project.**

Attached to this bid and made a part hereof is a list of proposed subcontractors, setting forth all information required by Section 4104 of the Government Code.

A MANDATORY WALK-THROUGH WILL BE CONDUCTED ON:

The undersigned is (state whether individual, partnership or corporation) Corporation

DATED: October 6, 2016

FIRM NAME: Hansen Bros. Enterprises BY: Frank Bennallack
Signature of Authorized Person

ADDRESS: P.O. Box 1599
Grass Valley CA 95945

Contact Person: Jeff Hansen ^{APP} Frank Bennallack
Vice President

PHONE: 530-273-3381

CELL PHONE: 530-913-3935

CONTRACTOR'S #: 207705

EXPIRATION: 9/30/17

NEVADA CITY BUSINESS LICENSE #:

000018073 EXPIRATION: 6/30/19

BID SCHEDULE

CITY OF NEVADA CITY
GROVE ST. SEWER LINE IMPROVEMENTS

<u>No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1.)	1	LS	Mobilization	\$ <u>2,711-</u>	\$ <u>2,711-</u>
2.)	425	LF	6" SDR35 Sewer Pipe	\$ <u>97-</u>	\$ <u>41,225-</u>
3.)	2	EA	Sewer Manhole	\$ <u>5,943-</u>	\$ <u>11,886-</u>
4.)	1	EA	Connect to Existing Manhole	\$ <u>1,850-</u>	\$ <u>1,850-</u>
5.)	5	EA	Connect to Sewer Service	\$ <u>767-</u>	\$ <u>3,835-</u>
6.)	4	EA	Clean Outs w/box	\$ <u>696-</u>	\$ <u>2,784-</u>
7.)	12	TN	Class IIAB	\$ <u>22-</u>	\$ <u>264-</u>
8.)	2000	SF	2" AC	\$ <u>497</u>	\$ <u>9,940-</u>
Grand Total:					\$ <u>74,495-</u>

Seventy four thousand four hundred ninety five and $\frac{no}{100}$

Note
1. Project shall be prevailing wages.

LIST OF SUBCONTRACTORS

<u>NAME</u>	<u>PLACE OF BUSINESS</u>	<u>PORTION OF WORK</u>
1.		
2.	<i>None</i>	
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, between the CITY OF NEVADA CITY, a municipal corporation, hereinafter called "City," and _____, hereinafter called "Contractor."

WHEREAS, City has caused to be prepared certain plans, specifications and other contract documents pertaining to the GROVE ST. SEWER LINE IMPROVEMENTS in said City: and

WHEREAS, after notice duly given, City has awarded the contract for such work to Contractor;

NOW, THEREFORE, IT IS AGREED by and between said parties as follows:

1. Scope of Work. The contractor agrees to furnish all labor, materials, tools and equipment, required to complete the sidewalk improvements in Nevada City, California, in accordance with the plans, specifications and other contract representation made in mandatory meetings. All such work shall be performed in a good and workmanlike manner and to the satisfaction of the designer of said project.

2. Contract Price. As consideration for all such work, City agrees to pay to Contractor the total sum of _____ (\$ _____) Dollars, payable in the manner hereinafter set forth.

3. Contract Documents. The complete contract between the parties hereto consists of the Notice to Contractors, the Information to Bidders, the Bid Proposal, the General Conditions, the Plans and Specifications, and all other drawings and printed or written explanatory matter pertaining thereto, as covered in the mandatory pre-bid meeting. All of the foregoing documents are intended to cooperate, so that any work or requirement specified in any of them is to be carried out or observed the same as if mentioned in all.

4. Time for Performance. Within five (5) days after the execution of this Agreement, City shall give Contractor written Notice to Proceed, and thereafter Contractor shall commence the work and shall prosecute the same with due diligence until completion and acceptance by City; provided, however, that all such work shall be completed and ready for use within **thirty (30) working days** after Contractor receives said Notice to Proceed.

5. Extension of Time. If, because of adverse weather conditions, strikes, inability of the Contractor (through no fault on his/her part) to obtain necessary materials, or other cause beyond the reasonable control of Contractor, Contractor is unable to complete the required work within the allowed time, he shall be entitled to an extension or extensions of such time, commensurate with the unavoidable delay thus caused; provided, however that Contractor shall apply to City for approval of any such extension prior to the expiration of the time for performance as specified in the preceding paragraph.

6. Contractor's Failure to Complete Work. If Contractor fails to prosecute the work with such diligence as will insure its completion within the time hereinabove specified, or any extension thereof, or fails to complete such work within such time, or if Contractor shall otherwise violate this Agreement, City may give written notice to Contractor and his sureties of City's intention to terminate this Agreement unless, within five (5) days after services of such notice, satisfactory arrangements are made with the City for the completion of such work or the curing of such breach; and if such arrangements are not made within such time, City may, at its option, terminate this Agreement by giving written notice of such termination to Contractor and his sureties.

7. Payments to Contractor. On or before the tenth day of each month during the progress of the work, Contractor shall submit to the Designer an itemized statement of all labor and materials incorporated into the improvement during the preceding month and the portion of the contract price applicable thereto.

8. Indemnification. Contractor agrees to hold City, and its officers, agents, and employees harmless from any and all liability and claims for damages for death and personal injury, and for property damage, incident to or arising out of the operations of Contractor or any subcontractor under this Agreement, and Contractor further agrees to defend City, and its officers, agents, and employees in any and all lawsuits which may be brought for such damages caused, or alleged to have been caused, by such operations. In addition, Contractor agrees to furnish to the City evidences of insurance coverage. The approval of such insurance by City shall not constitute a waiver or limitation of any rights under this indemnity agreement, regardless of whether such insurance shall be held to be inapplicable to any such damage or claims therefore.

Executed in duplicate this _____ day of _____, _____.

ATTEST:

CITY OF NEVADA CITY

By: _____
(Mayor)

By: _____
(Contractor)

By: _____
(Authorized Officer)

Project Specifications

PROJECT LIMITS

Grove Street. As shown on the plans.

PROJECT DESCRIPTION

The project consists of sewer main improvements and connection to existing sewer services within the project limits. Methods of installation shall be selected by the contractor, however it is expected that there will be minimal or no disturbance of private home landscaping, fencing and hardscaping.

TRAFFIC CONTROL

When work is being performed, East Broad Street shall have one lane of traffic available for alternating traffic. Beckman Lane may be closed during work hours. At all times when work is not being performed, streets and driveways shall be safe for through traffic and pedestrians. Lane closure shall comply with California Department of Transportation, "Manual of Traffic Controls for Construction and Maintenance Work Zones" current edition. Notify Public Works Supt or City Engineer no fewer than two days in advance of proposed lane closure or driveway closure. The contractor shall coordinate and verify with City staff that homeowners have been provided sufficient notice of any disruption of service including water, sewer or road access.

CONSTRUCTION NOTES

All improvements shall be constructed in accordance with the plans and details for the project and the latest edition of Caltrans Standard Plans and Standard Specifications and the Uniform Plumbing Code.

MATERIAL NOTES

PVC Gravity Sewer Piping:

Pipe and Fittings: PVC SDR-35 shall conform to ASTM D 3034 for diameters from 4" to 15" with integral-bell gasket joints. Rubber gaskets shall be factory installed and conform to ASTM F 477. Pipe joints shall conform to ASTM D 3212.

SPECIAL PROVISIONS

SEWER LINE PIPE AND FITTINGS

Contractor shall provide and install all material necessary for the project including pipe, fittings, wyes, pipe connections, trench resurfacing, excavation, bedding and backfill. Hydrostatic test, mandrel testing and/or television testing shall be provided as required by the City Engineer.

Trench backfill shall consist of sand bedding around pipe per Standard Specifications and trench zone backfill from top of sand bedding to bottom of roadway pavement section with slurry cement backfill or compacted aggregate base.

SEWER MANHOLES

Contractor shall provide and install all material necessary for manhole installation in accordance with the standard specifications. Manholes shall be watertight structures. The inside base of manholes shall be shaped to provide channels conforming to the size and crown of the inlets and outlets. Pipe penetrations shall be sealed with a watertight seal.

SEWER CLEANOUTS

Contractor shall provide and install all material necessary for sewer lateral connections under bid item for sewer pipe and bid item for cleanouts. Cleanouts shall be installed for each building lateral and on the upstream side of any fitting with 45 degree or greater bend. Cleanouts shall be boxed to grade with a cast iron lid.

GENERAL NOTES

Refer to City of Nevada City General Notes and Specifications.

REPORT TO CITY COUNCIL

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

October 26, 2016

TITLE: Fire Activity Report – September 2016

RECOMMENDATION: Receive and file.

CONTACT: Sam Goodspeed, Fire Chief

SB

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 {09/01/2016} And {09/30/2016}

Alm Date	Alm Time	Location	Incident Type
09/02/2016	04:28:00	196 Ventana Sierra DR /Gr	700 False alarm or false call, O
09/02/2016	08:57:00	400 HOOVER LN /Nevada Cit	553 Public service
09/03/2016	01:03:00	Scott's Flat Rd.. Access	160 Special outside fire, Other
09/03/2016	13:32:00	12302 State Highway 49 HW	141 Forest, woods or wildland fi
09/05/2016	09:10:00	821 Zion ST /B5/Nevada Ci	311 Medical assist, assist EMS c
09/05/2016	10:20:00	756 Annex AVE /Grass Vall	311 Medical assist, assist EMS c
09/05/2016	18:59:00	Sutton WAY & Dorsey DR /G	311 Medical assist, assist EMS c
09/05/2016	21:32:00	North Bloomfield RD & Co	324 Motor Vehicle Accident with
09/06/2016	15:37:00	347 Nile ST /Nevada City,	311 Medical assist, assist EMS c
09/06/2016	17:39:00	742 Atkins RD /Grass Vall	311 Medical assist, assist EMS c
09/06/2016	18:28:00	821 Zion ST /B5/Nevada Ci	311 Medical assist, assist EMS c
09/06/2016	19:35:00	396 Dorsey DR /21/Grass V	311 Medical assist, assist EMS c
09/07/2016	00:56:00	396 Dorsey DR /21/Grass V	311 Medical assist, assist EMS c
09/07/2016	07:25:00	140 Boulder ST /Nevada Ci	671 HazMat release investigation
09/07/2016	13:03:00	1711 E Main ST /Grass Val	311 Medical assist, assist EMS c
09/08/2016	03:03:00	5 Kidder CT /Nevada City,	745 Alarm system activation, no
09/08/2016	14:23:11	12451 Loma Rica DR /Grass	311 Medical assist, assist EMS c
09/08/2016	15:45:48	700 HOOVER LN /Nevada Cit	311 Medical assist, assist EMS c
09/09/2016	00:39:06	347 Nile ST /Nevada City,	311 Medical assist, assist EMS c
09/09/2016	12:33:26	10003 Granholm LANE /Gras	322 Motor vehicle accident with
09/09/2016	18:07:04	S/B State Hwy. 20/49 & Do	622 No Incident found on arrival
09/09/2016	20:00:11	Pioneer park at the horse	311 Medical assist, assist EMS c
09/10/2016	08:58:00	12615 Pasquale Road /Neva	311 Medical assist, assist EMS c
09/10/2016	10:24:00	116 Starling CIR /Grass V	321 EMS call, excluding vehicle
09/10/2016	14:51:00	821 Zion ST /A1/Nevada Ci	311 Medical assist, assist EMS c
09/10/2016	17:12:00	742 Zion Street /Nevada C	321 EMS call, excluding vehicle
09/11/2016	09:05:00	400 RAILROAD AVE /3/Nevad	554 Assist invalid
09/11/2016	13:28:00	225 Broad ST /Nevada City	321 EMS call, excluding vehicle
09/11/2016	19:09:00	316 Olympia Park CIR /107	311 Medical assist, assist EMS c
09/12/2016	09:33:00	625 Eskaton CIR /Grass Va	311 Medical assist, assist EMS c
09/12/2016	12:28:00	422 Spring ST /Nevada Cit	441 Heat from short circuit (wir
09/12/2016	12:35:00	16995 Old Downieville HWY	611 Dispatched & cancelled en ro
09/12/2016	17:38:00	14323 E Mandolin WAY /Nev	311 Medical assist, assist EMS c
09/13/2016	03:13:00	11772 Buckeye RD /Nevada	700 False alarm or false call, O
09/13/2016	10:33:00	12153 Rough and Ready HWY	151 Outside rubbish, trash or wa
09/15/2016	02:58:28	428.5 Cross ST /Nevada Ci	111 Building fire
09/15/2016	19:04:00	12756 Morro Drive /Nevada	321 EMS call, excluding vehicle
09/15/2016	23:14:35	400 RAILROAD AVE /4/Nevad	311 Medical assist, assist EMS c
09/16/2016	02:32:21	12914 Lost Lake RD /Grass	554 Assist invalid
09/16/2016	05:10:19	S/B State Hwy. 20/49 just	324 Motor Vehicle Accident with
09/16/2016	09:36:00	13421 Grass Valley AVE /G	733 Smoke detector activation du
09/16/2016	11:00:00	107 Catherine LN /303B/Gr	311 Medical assist, assist EMS c
09/16/2016	14:32:00	400 RAILROAD AVE /Nevada	321 EMS call, excluding vehicle
09/16/2016	15:31:00	821 Zion ST /A13/Nevada C	321 EMS call, excluding vehicle
09/16/2016	16:40:00	114 W Main ST /Grass Vall	711 Municipal alarm system, mali
09/16/2016	16:52:00	850 Sutton WAY /Grass Val	600 Good intent call, Other
09/16/2016	20:11:00	321 BROAD ST /Nevada City	321 EMS call, excluding vehicle
09/17/2016	13:27:36	S Auburn ST /Grass Valley	141 Forest, woods or wildland fi
09/17/2016	15:47:00	678 Coyote ST /Nevada Cit	611 Dispatched & cancelled en ro

Station 54 Incident Responses

Alarm Date Between {09/01/2016} And {09/30/2016}

Alm Date	Alm Time	Location	Incident Type
09/17/2016	16:36:00	10801 Butte View DR /Gras	412 Gas leak (natural gas or LPG
09/17/2016	16:53:00	625 Eskaton CIR /203/Gras	311 Medical assist, assist EMS c
09/17/2016	18:44:00	228 Sutton WAY /107/Grass	321 EMS call, excluding vehicle
09/18/2016	03:24:00	400 RAILROAD AVE /12/Neva	510 Person in distress, Other
09/18/2016	13:19:00	437 Broad ST /Nevada City	611 Dispatched & cancelled en ro
09/18/2016	20:05:00	10274 Darbrow Rd /Nevada	321 EMS call, excluding vehicle
09/19/2016	06:29:00	So. Auburn & Conaway AVE	611 Dispatched & cancelled en ro
09/19/2016	08:22:00	194 GOLD FLAT RD /Nevada	321 EMS call, excluding vehicle
09/19/2016	16:25:00	13931 Golden Star RD /Gra	111 Building fire
09/20/2016	16:56:05	12914 Lost Lake RD /Grass	554 Assist invalid
09/20/2016	17:36:00	360 Sutton WAY /9/Grass V	733 Smoke detector activation du
09/21/2016	12:19:16	Sacramento ST & Railroad	411 Gasoline or other flammable
09/22/2016	15:30:00	117 Walrath ST /Nevada Ci	311 Medical assist, assist EMS c
09/22/2016	18:58:00	12035 Willow Valley Road	100 Fire, Other
09/23/2016	13:11:00	400 RAILROAD AVE /411/Nev	311 Medical assist, assist EMS c
09/23/2016	14:34:00	415 Sierra College DR /Gr	311 Medical assist, assist EMS c
09/24/2016	12:25:00	460 Brunswick RD /Grass V	311 Medical assist, assist EMS c
09/24/2016	13:31:00	265 Sierra College DR /Gr	311 Medical assist, assist EMS c
09/24/2016	19:11:00	625 Eskaton CIR /Grass Va	311 Medical assist, assist EMS c
09/24/2016	21:55:00	347 Nile ST /Nevada City,	321 EMS call, excluding vehicle
09/24/2016	21:55:00	347 Nile ST /Nevada City,	321 EMS call, excluding vehicle
09/25/2016	06:59:00	625 Eskaton CIR /256/Gras	311 Medical assist, assist EMS c
09/26/2016	07:04:00	742 Atkins RD /Nevada Cit	321 EMS call, excluding vehicle
09/26/2016	07:47:00	1345 Whispering Pines LN	740 Unintentional transmission o
09/26/2016	10:26:19	14842 Craig LANE /Grass V	611 Dispatched & cancelled en ro
09/26/2016	17:03:41	625 Eskaton CIR /384/Gras	311 Medical assist, assist EMS c
09/27/2016	07:12:00	Possibly near 880 Sutton	481 Attempt to burn
09/27/2016	12:20:00	1075 Amber LOOP /Grass Va	311 Medical assist, assist EMS c
09/28/2016	15:44:00	720 Sutton WAY /Grass Val	611 Dispatched & cancelled en ro
09/28/2016	19:05:00	12639 Sneath Clay RD /Nev	550 Public service assistance, O
09/30/2016	14:01:00	275 Dorsey DR /Grass Vall	143 Grass fire
09/30/2016	15:22:00	11450 Marjon DR /Nevada C	700 False alarm or false call, O

Total Incident Count 81

NCC Fire

Nevada City Incident List

Alarm Date Between {09/01/2016} And {09/30/2016}

Alm Date	Alm Time	Location	Incident Type
09/02/2016	08:57:00	400 HOOVER LN /Nevada City,	553 Public service
09/03/2016	04:51:00	550 Moonrise CT /Nevada City,	311 Medical assist, assist EMS crew
09/05/2016	09:10:00	821 Zion ST /B5/Nevada City,	311 Medical assist, assist EMS crew
09/06/2016	15:37:00	347 Nile ST /Nevada City, CA	311 Medical assist, assist EMS crew
09/06/2016	18:28:00	821 Zion ST /B5/Nevada City,	311 Medical assist, assist EMS crew
09/07/2016	07:25:00	140 Boulder ST /Nevada City,	671 HazMat release investigation
09/07/2016	17:22:00	211 Park AVE /Nevada City, CA	622 No Incident found on arrival at
09/08/2016	03:03:00	5 Kidder CT /Nevada City, CA	745 Alarm system activation, no fire
09/08/2016	15:45:48	700 HOOVER LN /Nevada City,	311 Medical assist, assist EMS crew
09/08/2016	17:17:00	200 Spring ST /Nevada City,	311 Medical assist, assist EMS crew
09/09/2016	00:39:06	347 Nile ST /Nevada City, CA	311 Medical assist, assist EMS crew
09/09/2016	15:56:00	508 Dean ALY /Nevada City, CA	733 Smoke detector activation due to
09/09/2016	20:00:11	Pioneer park at the horseshoe	311 Medical assist, assist EMS crew
09/10/2016	14:51:00	821 Zion ST /A1/Nevada City,	311 Medical assist, assist EMS crew
09/10/2016	17:12:00	742 Zion Street /Nevada City,	321 EMS call, excluding vehicle
09/11/2016	09:05:00	400 RAILROAD AVE /3/Nevada	554 Assist invalid
09/11/2016	13:28:00	225 Broad ST /Nevada City, CA	321 EMS call, excluding vehicle
09/12/2016	12:28:00	422 Spring ST /Nevada City,	441 Heat from short circuit
09/14/2016	11:08:00	505 MAIN ST /Nevada City, CA	321 EMS call, excluding vehicle
09/15/2016	02:58:28	428.5 Cross ST /Nevada City,	111 Building fire
09/15/2016	23:14:35	400 RAILROAD AVE /4/Nevada	311 Medical assist, assist EMS crew
09/16/2016	05:10:19	S/B State Hwy. 20/49 just	324 Motor Vehicle Accident with no
09/16/2016	14:32:00	400 RAILROAD AVE /Nevada	321 EMS call, excluding vehicle
09/16/2016	15:13:00	215 Spring Street /Nevada	600 Good intent call, Other
09/16/2016	15:31:00	821 Zion ST /A13/Nevada City,	321 EMS call, excluding vehicle
09/16/2016	17:24:00	995 Helling Way /Nevada City,	321 EMS call, excluding vehicle
09/16/2016	20:11:00	321 BROAD ST /Nevada City, CA	321 EMS call, excluding vehicle
09/17/2016	02:15:00	Broad Street & Union Alley	551 Assist police or other
09/17/2016	13:35:00	227 King Hiram DR /202/Nevada	311 Medical assist, assist EMS crew
09/17/2016	15:47:00	678 Coyote ST /Nevada City,	611 Dispatched & cancelled en route
09/18/2016	03:24:00	400 RAILROAD AVE /12/Nevada	510 Person in distress, Other
09/18/2016	13:19:00	437 Broad ST /Nevada City, CA	611 Dispatched & cancelled en route
09/18/2016	20:05:00	10274 Darbrow Rd /Nevada	321 EMS call, excluding vehicle
09/19/2016	08:22:00	194 GOLD FLAT RD /Nevada	321 EMS call, excluding vehicle
09/21/2016	00:56:00	925 Maidu AVE /Nevada City,	321 EMS call, excluding vehicle
09/21/2016	12:19:16	Sacramento ST & Railroad AVE	411 Gasoline or other flammable
09/22/2016	15:30:00	117 Walrath ST /Nevada City,	311 Medical assist, assist EMS crew
09/23/2016	00:45:00	315 Broad St /Nevada City, CA	321 EMS call, excluding vehicle
09/23/2016	13:11:00	400 RAILROAD AVE /411/Nevada	311 Medical assist, assist EMS crew
09/24/2016	11:56:00	Broad Street & Union Alley	551 Assist police or other
09/24/2016	20:46:00	Coyote Street & Washington	551 Assist police or other
09/24/2016	21:55:00	347 Nile ST /Nevada City, CA	321 EMS call, excluding vehicle
09/26/2016	07:04:00	742 Atkins RD /Nevada City,	321 EMS call, excluding vehicle
09/26/2016	17:32:00	925 MAIDU AVE /Nevada City,	311 Medical assist, assist EMS crew

Total Incident Count 44

NCC Fire

NEV Year-to-date Incident Participation

**Activity Date Between {07/01/2016} And
{09/30/2016}**

Staff Id/Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Percent
NEV-03 Cartzdafner, Kevin L	0	0	0	0	0	0	18	18	17	0	0	0	53	20.22
NEV-65 Chau, Michael	0	0	0	0	0	0	32	11	34	0	0	0	77	29.38
NEV-I013 Fonseca, Daniel	0	0	0	0	0	0	31	37	28	0	0	0	96	36.64
NEV-I011 Giranis, Steve	0	0	0	0	0	0	13	7	10	0	0	0	30	11.45
NEV-09 Goodspeed, Samuel J	0	0	0	0	0	0	14	30	18	0	0	0	62	23.66
NEV-40 Nunnink, Collin	0	0	0	0	0	0	25	48	13	0	0	0	86	32.82
NEV-15 Paulus, Daniel H	0	0	0	0	0	0	37	45	30	0	0	0	112	42.74
NEV-59 Radican, Robert	0	0	0	0	0	0	17	38	25	0	0	0	80	30.53
NEV-I014 Sewell, Derek	0	0	0	0	0	0	22	26	14	0	0	0	62	23.66

Total Runs by Month											
Jan	0	Feb	0	Mar	0	Apr	0	May	0	Jun	0
Jul	80	Aug	102	Sep	80	Oct	0	Nov	0	Dec	0

Grand Total Runs: 262

REPORT TO CITY COUNCIL

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

October 26, 2016

TITLE: Notice of Completion for Measure S 2016

RECOMMENDATION: Pass Resolution 2016-XX approving a Notice of Completion for the construction of 2016 Measure S paving and reconstruction and authorize Mayor to sign.

CONTACT: William J. Falconi, Consulting Assistant City Engineer

BACKGROUND / DISCUSSION: On August 10, 2016 the Council awarded Teichert Construction, Sacramento, CA, the contract for the 2016 Measure S Paving of Various Streets: Beckman Lane, Nivens Lane, Argall Way, York Street (portion), Cottage Street (portion), and Chief Kelly Drive (portion). Staff is recommending the City Council pass a resolution approving a Notice of Completion for the project.

FISCAL IMPACT: All paving work was funded by Measure S tax funds until 2023.

ATTACHMENT:

- ✓ Resolution 2016-XX Notice of Completion and Authorize Mayor to Sign
- ✓ Notice of Completion & Exhibit A

RESOLUTION NO. 2016-XX

**A RESOLUTION OF THE CITY OF NEVADA CITY
AUTHORIZING THE MAYOR TO SIGN A NOTICE OF COMPLETION**

IT IS HEREBY RESOLVED by the City Council of the City of Nevada City that the Mayor is authorized to sign a “Notice of Completion”, a copy of which is attached hereto and labeled “Exhibit A” which completes the construction of Measure S paving and reconstruction of various streets: Beckman Lane, Nivens Lane, Argall Way, York Street (portion), Cottage Street (portion), and Chief Kelly Drive (portion) in Nevada City, CA 95959.

IT IS FURTHER RESOLVED that the City Clerk is authorized to file said “Notice of Completion” with the Nevada County Recorder’s Office.

PASSED AND ADOPTED at a regular scheduled meeting of the City Council held on this 26th day of October, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Evans Phelps, Mayor

ATTEST:

Niel Locke, City Clerk

EXHIBIT A

RECORDING REQUESTED BY and
WHEN RECORDING MAIL TO:

DEPUTY CITY CLERK
CITY OF NEVADA CITY
317 Broad Street
Nevada City, CA 95959

SPACE ABOVE THIS LINE FOR DEPUTY CITY CLERK'S USE ONLY

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. That the undersigned is OWNER or agent of the OWNER of the interest of estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is the City of Nevada City
3. The FULL ADDRESS of the OWNER is: 317 Broad St, Nevada City, CA 95959
4. The nature of the INTEREST or Estate of the undersigned is: **FEE**
5. A work of improvement on the property hereinafter described was completed September 30, 2016
6. The work of improvement completed is described as follows: 2016 Measure S Paving of Various Streets
7. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is: Teichert Construction, Sacramento, CA.
8. The location of said project work is: Beckman Ln, Nivens Ln, Argall Wy, portions of York St, Cottage St, and Chief Kelly Dr.
9. The property of which said work of improvement was completed is in the City of Nevada City, County of Nevada, State of California and is described as follows: 2016 Measure S Paving & Reconstruction Project.

City of Nevada City

Owner

by: _____

Evans Phelps, Mayor

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

(Date and Place)

(Signature)

REPORT TO CITY COUNCIL

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

October 26, 2016

TITLE: Regional Public Safety Training Center Maintenance Agreement with Sierra Joint Community College District, City of Grass Valley and Nevada County Consolidated Fire District

RECOMMENDATION: Pass a Motion authorizing the City Manager or designee to enter into an agreement with the Sierra Joint Community College District, City of Grass Valley and Nevada County Consolidated Fire District for repair of the fire pump at the Regional Public Safety Training Center.

CONTACT: Sam Goodspeed, Fire Chief

BACKGROUND / DISCUSSION: In 2004 a bond was passed by the citizens of Nevada County for improvements to the Sierra College Nevada County Campus to include a Regional Public Safety Training Center (PSTC) located behind Grass Valley Fire Station 2 on Sierra College Drive. Among the facilities and equipment on the PSTC is an underground water storage and distribution system to recirculate water, by way of a pump, from two underground 18,000 gallon water storage tanks. The PSTC is the primary location for training for the Nevada City Fire Department and other western Nevada County Fire Agencies. Over a year ago the fire pump located below ground suffered a mechanical issue rendering the pump unusable. Repair of the pumps proved challenging without a mechanism to fund the nearly \$15,000 estimated repair cost. The resulting impact on training for the Nevada City Fire Department and other western Nevada County Fire Agencies has been significant.

The City of Nevada City Fire Department along with partner fire agencies Grass Valley Fire Department and Nevada County Consolidated Fire District have agreed, upon approval, to fund the repairs of the fire pump at the PSTC for the continued training of our agencies. Funding will be provided through our training budget as this is the single most important facility for our firefighters to gain knowledge and experience. Upon completion of repairs, the Sierra Joint Community College District will assume responsibility for all future maintenance and repairs. The proposed agreement remains effective through December 31, 2026 and thereafter for additional five-year terms. Any party may, at any time and without cause, terminate the Agreement upon 30 days' written notice to the other parties.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: The estimated fiscal impact to each agency is as follows: Grass Valley City: \$7,000, Nevada County Consolidated Fire District: \$7,000, City of Nevada City: \$1,000.

ATTACHMENTS:

- ✓ Facility Maintenance Agreement with Sierra College

**AGREEMENT AMONG THE CITY OF GRASS VALLEY,
NEVADA COUNTY CONSOLIDATED FIRE DISTRICT,
CITY OF NEVADA CITY, AND
SIERRA JOINT COMMUNITY COLLEGE DISTRICT
FOR REPAIR AND MAINTENANCE OF WATER PUMPS AT
PUBLIC SAFETY TRAINING CENTER**

This Agreement is entered into this ____ day of October, 2016, between and among the City of Grass Valley (“Grass Valley”), acting through the Grass Valley Fire Department (“GVFD”), the Nevada County Consolidated Fire District (“NCCFD”), the City of Nevada City, acting through the Nevada City Fire Department (“NCFD”), and the Sierra Joint Community College District (“College”). The GVFD, NCCFD, NCFD, and the College are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS

- A. The College owns and operates the Sierra College Nevada County Campus (“Campus”), which is located in Grass Valley. The GVFD maintains a fire station on land adjacent to the Campus.
- B. The College has constructed on the Campus an area known as the Public Safety Training Center (“PSTC”). The Parties share use of the PSTC for public safety instruction and training.
- C. Among the facilities and equipment at the PSTC are one (1) pumps with a capacity to pump water at 2,000 gallons per minute (the “Pumps”). These Pumps are currently unserviceable, and require major repairs to become serviceable again.
- D. The Parties intend this Agreement to settle their respective responsibilities regarding current repairs to the Pumps and maintenance of those Pumps moving forward.

AGREEMENT

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

1. Repairs and Maintenance

- 1.1. For purposes of this Agreement, “serviceable” means reasonably able to support the public safety instruction and training the Parties are accustomed to conduct at the PSTC, and “unserviceable” means not reasonably able to support the public safety instruction and training the Parties are accustomed to conduct at the PSTC.
- 1.2. For purposes of this Agreement, “Pumps” means all physical facilities, apparatus, equipment, attachments, or modules, or any appurtenances thereto, required to pump water at sufficient capacity to support the public safety instruction and training the Parties are accustomed to conduct at the PSTC.
- 1.3. The GVFD, NCCFD, and NCFD shall pay all costs to repair any conditions in the Pumps that make the Pumps unserviceable as of the date of this Agreement. These costs include but are not limited to the costs to transport the Pumps to and from the facility or facilities where such repairs are conducted.

The repairs covered by this paragraph shall be deemed complete when the Pumps are reinstalled at the PSTC and serviceable. The GVFD, NCCFD, and NCFD shall determine the distribution among them of costs covered by this paragraph through a separate agreement.

- 1.4. Beginning when the repairs discussed in Paragraph 1.3 are complete, the College shall assume all costs to repair the Pumps or to maintain the Pumps in a serviceable condition over the life of this Agreement.

2. Indemnification

- 2.1 The College shall indemnify, defend, and hold harmless GVFD, NCCFD, and NCFD, their officers, officials, agents, employees, contractors, and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs, reasonable attorney fees and interest, arising out of or in connection with repairs or maintenance to the Pumps conducted pursuant to Paragraph 1.4 above, except such loss or damage which was caused by the sole negligence or willful misconduct of the GVFD, NCCFD, or NCFD their officers, officials, agents, employees, contractors, or volunteers.

- 2.2 The GVFD, NCCFD, and NCFD shall collectively indemnify, defend, and hold harmless the College, its officers, officials, agents, employees, contractors, and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs, reasonable attorney fees and interest, arising out of or in connection with repairs or maintenance to the Pumps conducted pursuant to Paragraph 1.3 above, except such loss or damage which was caused by the sole negligence or willful misconduct of the College, its officers, officials, agents, employees, contractors, or volunteers.

3. **Disputes:** If any dispute arises between or among the Parties concerning this Agreement or the execution of one or more of this Agreement's terms, the Parties shall meet and confer in good faith in an attempt to settle that dispute. In the event the Parties cannot settle their dispute, any Party may undertake whatever legal actions against the others it deems necessary or prudent.

4. Renewal and Termination

- 4.1 This Agreement shall become effective on the date of its execution and shall remain effective through December 31, 2026, and thereafter for additional five-year terms as agreed to and provided for under the renewal provisions set forth in Paragraph 4.2, unless terminated sooner as provided for herein.

- 4.2 This Agreement shall renew for five-year terms so long as, no later than November 1 of the last year of the current term, at least one Party sends the other Parties written notice of renewal.

- 4.3 Any Party may, at any time and without cause, terminate this Agreement upon 30 days' written notice to the other Parties.

5. **Notice:** All notices given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally, via email, or via United States mail, postage paid, to the following persons:

Notices to GVFD: Mark Buttron, Fire Chief
City of Grass Valley
125 East Main Street
Grass Valley, CA 95945

Notices to NCCFD: Jim Turner, Fire Chief
Nevada County Consolidate Fire District
11329 Mc Courtney Road
Grass Valley, CA 95943

Notices to NCFD: Sam Goodspeed, Fire Chief
City of Nevada City Fire Department
317 Broad Street
Nevada City, CA 95959

Notices to the College: Chris Yatooma
Sierra JCCD
5000 Rocklin Road
Rocklin, CA 95677

6. **General Provisions**

- 6.1 No Party shall assign any of its rights and duties under this Agreement, in whole or in part, without the express written consent of the other Parties.
- 6.2 This Agreement shall be binding on the successors and assigns of the Parties.
- 6.3 Except as expressly stated herein, there is no intended third party beneficiary of any right or obligation assumed by the Parties.
- 6.4 In the performance of this Agreement, no Party shall discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 6.5 The captions appearing in this Agreement, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 6.6 The waiver by the College, GVFD, NCCFD, or NCFD of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by any Party unless in writing signed by one authorized to bind the Party asserted to have consented to the waiver.
- 6.7 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Nevada County, California and the College hereby consents to jurisdiction in Nevada County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 6.8 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 6.9 This Agreement shall be governed and construed in accordance with the laws of the State of California.

6.10 This instrument contains the entire Agreement among the College, GVFD, and NCCFD with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF GRASS VALLEY, GRASS VALLEY FIRE DEPARTMENT

Mark Buttron, Fire Chief

Attest:

Approved as to Form:

Kristi Bashor, City Clerk

Michael G. Colantuono, City Attorney

SIERRA JOINT COMMUNITY COLLEGE DISTRICT

Chris Yatooma, Vice President Admin. Services

Attest:

Approved as to Form:

Jennifer Alford-General Service Manager

Jennifer Alford-General Service Manager

NEVADA COUNTY CONSOLIDATED FIRE DISTRICT

Jim Turner, Fire Chief

Attest:

Approved as to Form:

Nicole Long-Board Secretary

Keith Grueneberg-Board President

CITY OF NEVADA CITY, NEVADA CITY FIRE DEPARTMENT

Sam Goodspeed, Fire Chief

Attest:

Approved as to Form:

Niel Locke, City Clerk

Hal DeGraw, City Attorney

**CITY OF NEVADA CITY
DRAFT ACTION MINUTES
REGULAR CITY COUNCIL MEETING OF OCTOBER 12, 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.

CLOSED SESSION MEETING – 6:00 PM

Pursuant to Government Code Section 54956.9(d)(2) the City Attorney is requesting a closed session regarding significant exposure to litigation in one potential case.

Action: Staff to proceed as directed.

REGULAR MEETING – 6:30 PM - Call to Order

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

PLEDGE OF ALLEGIANCE

PROCLAMATION: None

PRESENTATION: None

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:** Temporary Staffing at Nevada City Water and Wastewater Treatment Plants
Recommendation: Pass a Motion ratifying agreement with Fishers Wastewater Services in amount not to exceed \$11,000 to provide temporary staffing for the City's water and wastewater plants.

Action: Motion by Strawser, seconded by Senum to approve Consent Item 3A as presented.
(Approved 5 – 0)

- B. Subject:** Broad Street "Y" Utility Undergrounding District Agreements with Pacific Gas & Electric (PG&E)
Recommendation: Pass a Motion authorizing the City Manager or designee to sign agreement and related implementation documents with PG&E to advance the Broad Street "Y" utility undergrounding district project.

Action: Motion by Strawser, seconded by Parker to Consent Item 3B as presented.
(Approved 5 – 0)

4. APPROVAL OF ACTION MINUTES:

- A.** City Council Meeting – September 28, 2016

Action: Motion by Senum, seconded by Moberg to approve September 28, 2016 Minutes as presented.

(Approved 5 – 0)

B. Special City Council Meeting – September 29, 2016

Action: Motion by Senum, seconded by Parker to approve the September 29, 2016 Minutes as presented.

(Approved 5 – 0)

5. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:

A. **Subject:** Monthly Update on City Council Six-Month Strategic Objectives

Recommendation: Receive and file.

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

6. PUBLIC HEARINGS:

7. OLD BUSINESS:

8. NEW BUSINESS:

A. **Subject:** Participation in Two Additional Property Assessed Clean Energy (PACE) Programs: mPower and Ygrene

Recommendation:

1. Approve and authorize the mayor to sign on behalf of the City of Nevada City a JPA amendment to join as an Associate Member the Sierra Valley Energy Authority for administration of the mPower program
2. Approve and authorize the mayor to sign on behalf of the City of Nevada City an Administrative Services Agreement with the Sierra Valley Energy Authority for the Administration of the AB 811 Property Assessed Clean Energy (PACE) Program (mPower)
3. Adopt Resolution 2016-43 consenting to inclusion of Nevada City within the mPower program to finance distributed generation renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure.
4. Adopt Resolution 2016-44 consenting to Inclusion of Properties within the City's Incorporated Area in CHF Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Generation, Energy Efficiency, Water Conservation and Electric Vehicle Charging Infrastructure Improvements and approving associate membership in CHF (SB 555)
5. Adopt Resolution 2016-45 consenting to Inclusion of Properties within the City's Incorporated Area in the CHF PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and approving associate membership in CHF (AB 811)
6. Approve and authorize the mayor to sign on behalf of the City of Nevada City an Amended and Restated Joint Exercise of Powers Agreement with California Home Finance Authority

Action: Motion by Strawser, seconded by Parker to approve Item 8A as presented.

(Approved 5 – 0)

B. **Subject:** Establishment of Measure "C" Citizens Oversight Committee

Recommendation: Pass Resolution 2016-46 establishing the Measure "C" Citizens Oversight Committee and its scope of responsibility.

Action: Motion by Strawser, seconded by Senum to pass Resolution 2016-46 establishing the Measure "C" Citizens Oversight Committee and its scope of responsibility.

(Approved 5 – 0)

C. **Subject:** Informational Update on City Council Strategic Three-Year Goal to Increase Community Awareness and Involvement

Recommendation: Provide direction to the City Manager.

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

9. CORRESPONDENCE:

10. ANNOUNCEMENTS:

11. CITY MANAGER'S REPORT:

City Manager Prestwich announced the fourth Measure "C" Public Information Open House will be held Saturday, October 15, 2016 from 10:00am – Noon at Fire Station 54. Prestwich reported that staff was looking into noticing a joint special City Council and Planning Commission Meeting on the evening of November 16, 2016 to seek community feedback on design concepts for the Nevada Street Bridge over Deer Creek.

12. ADJOURNMENT – 7:27 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

October 26, 2016

TITLE: Nevada City Historic Building Plaques Program

RECOMMENDATION: Pass Resolution 2016-XX 1) Finding a historic building plaques program exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA); and 2) establishing the Nevada City Historic Building Plaques Program and authorizing the Planning Commission to approve new historic plaque proposals within the city limits pursuant to program requirements.

CONTACT: Amy Wolfson, City Planner

BACKGROUND: In June 2015, City Council adopted the NC Forward Economic Strategy with a goal of accelerating business growth and economic vitality. Among the goals of the strategy was the implementation of a Historic Building Plaques Program. Several communities have adopted historical plaques programs in an effort to enhance tourism. Nevada City already has a number of plaques in the historic district and is currently working on documenting and mapping them. A list of existing plaques is provided in Exhibit C.

The Planning Commission considered the Historic Building Plaques Program at their September 15, 2016 meeting. All commissioners supported the program and offered the following process modifications:

- Require that the plaque material be bronze or bronze-like in appearance.
- Require that the applicant specify font style.
- Require staff to route applicant proposals to the Nevada County Landmark Commission to verify historic claim, and allow the Commission the opportunity to determine if the claim meets standards for their own designation.

Staff has incorporated the above modifications into the proposed application process outlined below.

APPLICATION PROCESS

A Plaques Program will provide some control as to the look of any newly proposed plaque to ensure it is consistent in style with existing plaques, historically accurate, and appropriate for the Historic District. Staff has prepared a draft application and submittal checklist. Once a general format is approved by the City Council, staff will convert it to a digital format to encourage digital submission. Applications will be presented to the Planning Commission who may approve them with the ability to modify the proposed content and finished look. All expenses associated with the manufacture and installation of an approved plaque will be that of the applicant.

Staff is prepared to dedicate a webpage to historic plaques that includes a photograph of the plaque and provides a map that tourists and residents may reference while touring the city. Adoption of a plaques program will inform staff of new installations and allow them to update the webpage as needed.

TOURISM

The goal of the webpage and plaque program will be to encourage tourists and citizens to engage in Nevada City's rich history. It is also staff's hope that the webpage will be the impetus for an agency such as the Chamber of Commerce to create a walking tour that may be used in our mutual endeavor to promote tourism.

ENVIRONMENTAL CONSIDERATIONS: Adoption of a plaques program would be exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA). Exemption applies to activities covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The adoption of a plaques program does not qualify as a project, defined in the CEQA Guidelines as an action which "...has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect change in the environment..." Adoption of the proposed program will not result in either a direct or indirect change in the environment and merely provides a process by which a person may apply for an historic plaque within city limits.

FINANCIAL CONSIDERATIONS: As indicated above, the financial responsibility for the manufacture and installation of any new plaques will be that of the applicant.

ATTACHMENTS:

Exhibit A – Resolution 2016-XX

Exhibit B – Historic Plaques Application

Exhibit C – Existing Plaques Exhibit

Exhibit D – Walking Tour Guide – Jackson, CA

Exhibit E – Letter from Nevada City Chamber of Commerce

RESOLUTION 2016-XX

A RESOLUTION OF THE CITY OF NEVADA CITY AUTHORIZING ESTABLISHMENT OF AN HISTORIC BUILDINGS PLAQUE PROGRAM

WHEREAS, on May 27, 2015, the City Council adopted an economic development plan known as the NCFORWARD Economic Strategy which among its goals included an implementation of a Historic Building Plaques Program; and

WHEREAS, the City Council desires to promote economic vitality and to encourage tourism by highlighting the City’s historical character;

NOW, THEREFORE, BE IT RESOLVED that the City of Nevada City:

Section 1. The City Council hereby finds the implementation of a plaques program is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA), which includes activities covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

Section 2. The City Council hereby authorizes establishment of a Historic Building Plaques Program as outlined in the application provided as Exhibit B.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Nevada City on the 26th day of October 2016, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Evans Phelps, Mayor

Niel Locke, City Clerk



Nevada City

Application for Historical Building Plaque

317 Broad Street, Nevada City Planning Department (530) 265-2496 ext.130

Email: Amy.Wolfson@NevadaCityCA.gov

Thank you for your interest in installing an historical plaque on your building. After submission of your application, the City Planner will communicate with you about whether your application is considered complete. Applications are reviewed by the Planning Commission who meet on the third Thursday of each month. A completed application must be submitted at least ***four weeks in advance of the next hearing date*** to allow staff time to route and receive comments from the Nevada County Landmarks Commission. Please email your application form, and all checklist items to Amy.Wolfson@NevadaCityCA.gov and place in the subject line "***Historical Plaque Application.***" You can also mail this material on a compact disc or a USB flash drive. Send the application fee by mail or in person at City Hall. Please note that applications may be returned if the submittal material has not been completed to the satisfaction of the City Planner.

Checklist of Submittal Items:

1. Completed Application Form (below)
2. **Architectural description** (*on an attached and titled sheet, provide a succinct paragraph that includes*):
 - *architectural style*
 - *building materials*
 - *number of stories*
 - *distinguishing architectural characteristics and details, such as cornice detail, doorways*
3. **Historical information:** *on an attached and titled sheet, provide a succinct paragraph on the history of the building and enclose relevant materials from these sources (i.e. deed book information, building permits, Sanborn Map documentation, newspaper articles, other publications, etc.)*
4. Attach recent dated color digital images of street view(s) of building; also provide scanned historical photographs if they exist. Historical photographs may be archived with the Searls Historical Library, located at 161 Nevada City Highway, (530)265-5910
5. Rendering of the finished plaque design (if manufacturer provides this, please include their rendering).
 - a. The rendering must indicate plaque material (must be bronze or bronze-like)
 - b. The rendering must include the font style (must be legible and consistent with existing city plaques).
6. Building elevation showing plaque placement

Please Note: If your application for an historic plaque is approved, all financial responsibility for the manufacture and installation of the plaque will be that of the applicant.

HISTORIC PLAQUE APPLICATION FORM

Building Address: _____

Owner's Name(s): _____

Telephone Numbers: (Home) _____ (Office) _____

Owner(s) Address: _____

Email Contact: _____

Plaque Vendor Contact: _____ (Email) _____

Date(s) of Original Construction (and of any additions): _____

Provide the following information about your building:

Is this building considered a contributing building to the Nevada City Historic District's inclusion on the National Register of Historic Places? Y / N

Is this building associated with a notable person or event? If so provide a succinct description of the person or event and their relationship with the building.

Please sign the following statement:

The applicant(s) certifies that the information on this application is true and accurate to the best of his/her knowledge.

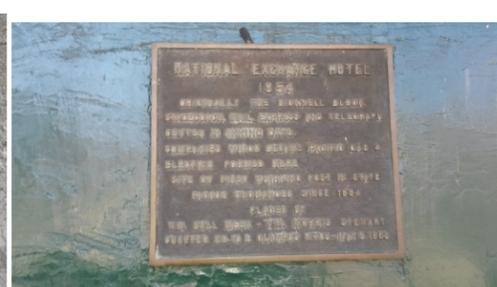
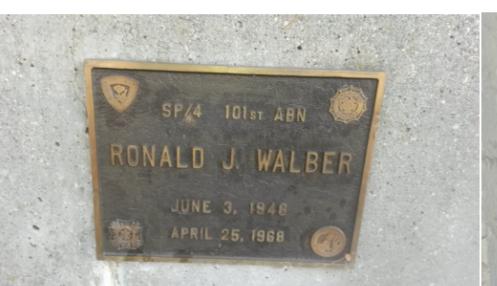
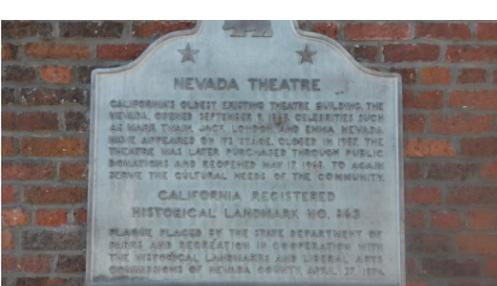
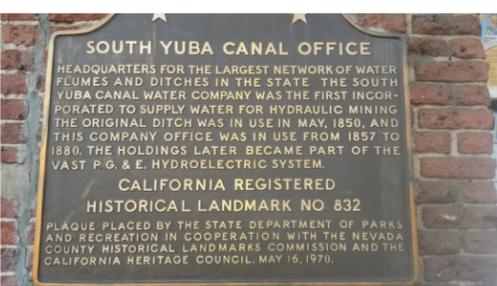
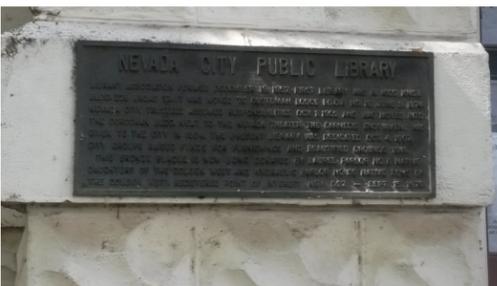
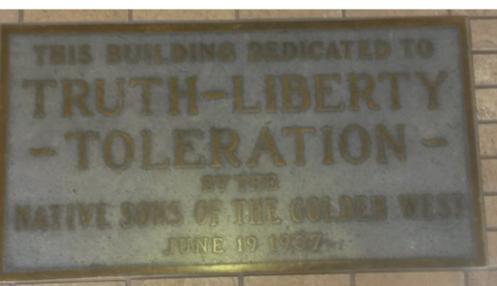
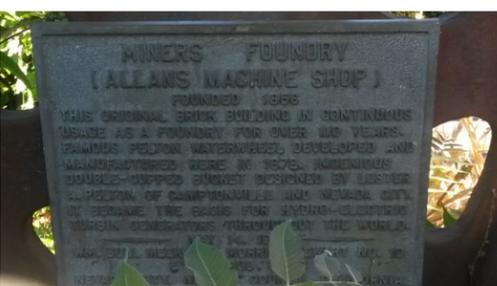
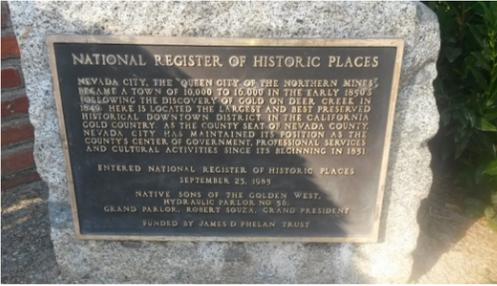
Signed: _____

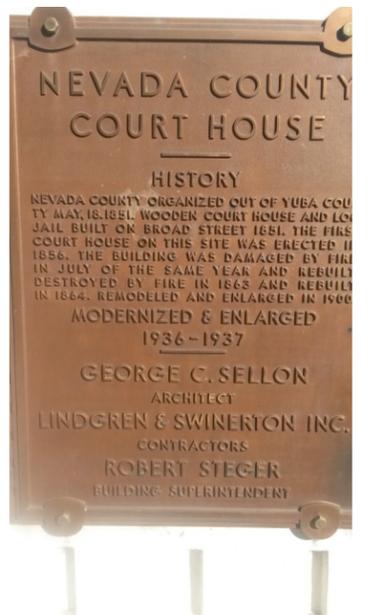
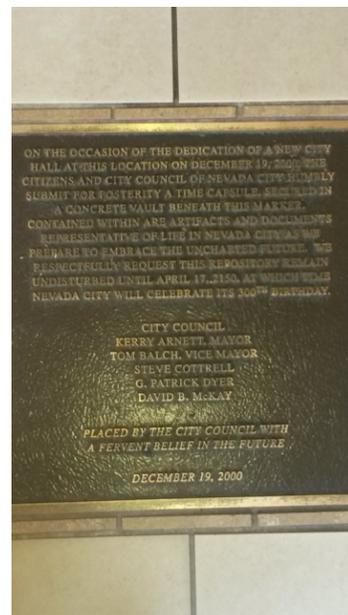
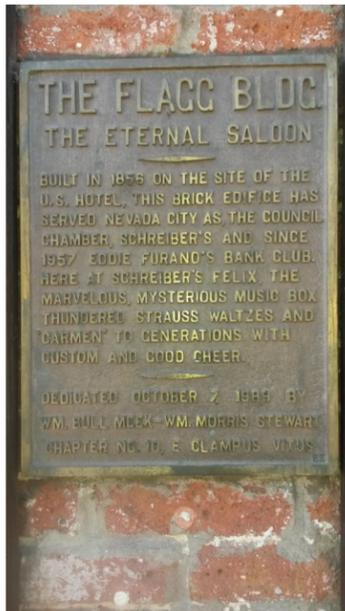
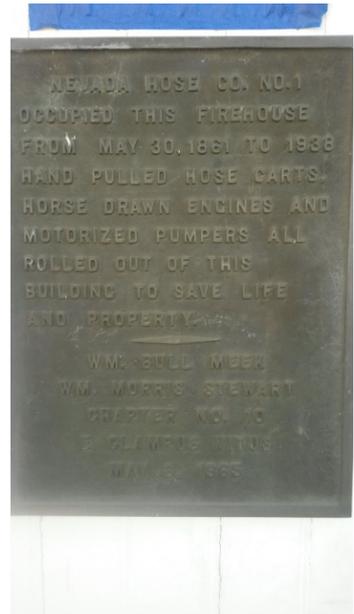
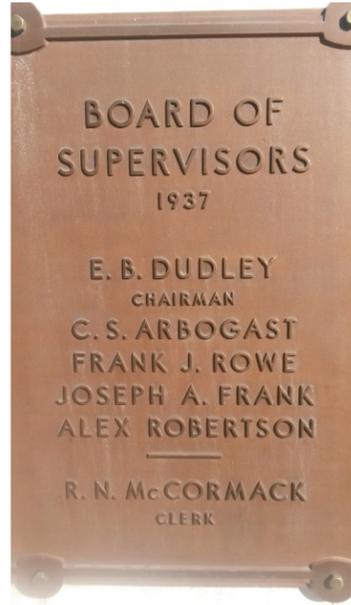
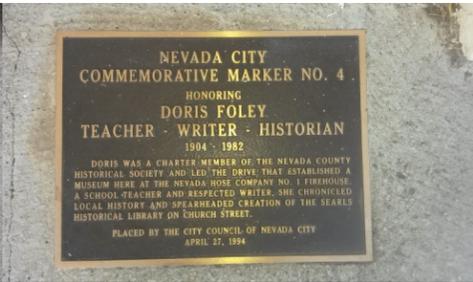
Print Name: _____

(if not the owner, an owner authorization statement must be submitted)

Date: _____

EXISTING CITY PLAQUES	
Plaque Location	Plaque Title
317 Broad Street	City Hall Dedication Plaque
	Time Capsule Plaque
	Bicentennial
	Lon Cooper
	John Rankin
401 Broad Street	Nevada Theatre
433 Broad Street	United Methodist Church
108 North Pine Street	Masonry in the Gold Country
201 Church Street	County Courthouse
	Board of Supervisors
300 Main Street	First Baptist Church
316 Washington Street	St. Canice Catholic Church
214 Main Street	Nevada Hose Company No. 1
132 Main Street	South Yuba Canal Office
	Bicentennial
Main Street (Robinson Plaza)	Ott Assay Office
	Five Stamp Mill
	Pelton Wheel
	Doris Foley
	Bob Paine Dedication
	Site of Old Wells Fargo Building
207 Broad Street (parking lot)	Ladies of the Night
207 Broad Street	The National Exchange Hotel
	The National
233 Broad Street	Flagg Building
203 South Pine Street	Powell House
325 Spring Street (Miners Foundry)	Miners Foundry Allans Machine Shop
	Pelton Wheel Factory Site
	New Salmon Mine Stamp Mill
412 Commercial Street	Chinese Pioneers
	Ten Stamp Mill
109 North Pine Street	Former Elks Lodge
120 Sacramento Street	Old Brewery
101 Broad Street	Plaza Grocery
Pine and Broad	Traction Company
236 Broad Street	Kidd and Knox Building
211 North pine Street	Nevada City Public Library
	Nevada County Library
220 Church Street	First Brick Building
214 Church Street	Searls Law Office
424 Broad Street	Pennsylvania Engine Company No. 2
120 Bridge	Nevada Ice Company
200 Broad (Calanan Park)	Shaft Drill Core
	Nevada City Lions Memorial
	Hydraulic 21 Inch Gate Valve





AN ABBREVIATED HISTORY OF JACKSON

BY LAWRENCE A. CENOTTO

JACKSON - a city which gold, girls, gambling, and government has enlivened for over 160 years - was born soon after the gold discovery at Coloma. Of course, untold generations of Miwok (Miwuk) Indians, and maybe unknown races, inhabited the environs, if not the place. A ford of a creek and adjacent spring accommodated them.

GOLD! The first non-Indians here, a few months after gold's discovery, were probably native Californios of Spanish-Mexican-Indian descent. Also arriving that summer were soldiers and sailors who deserted to flock to rich diggings along the Mokelumne River.

Who knows why some Spanish-speaking miner or party dubbed the place Botellas or "bottles" in 1848? We only know that H. H. Bancroft, the legendary state historian, identified the place as Botellas on his 1848 map of northern California's mining region.

Probably few if any of the camp's 1848 miners settled in Botellas but a trading post was established on high ground 100 yards or so north of the ford and spring, beneath a spreading live oak which would soon become infamous.

Sometime before the fall of 1849, when more Yankee Argonauts flooded in, Botellas (the creek and camp) became Jackson's Creek, either after some locally-celebrated or nationally-known "Jackson." Nearby, other miners named Sutter's Creek after John Sutter of Sutter's Fort, Amador Creek after Jose Maria Amador.

When middling placers stopped paying a day's wages, many miners drifted away. But in spring, 1851, prospecting miners discovered gold in quartz rock ledges near Amador village a few miles northerly. Another rush began for gold in hard rock and Jackson became a market and government center for the region.

INTRIGUE! In 1851, at least three events abetted the camp's permanency: it got a post office, U.S. mail stage delivery, and political spoils when the upstart won election as county seat of Calaveras.

Maddened Mokelumne Hill politicians cozened the state legislature to wrest the seat from Jackson in 1852. In retaliation, politicians in Jackson tried to create a new county of Calaveras north of the river. When secession failed to form a county named Mokelumne in '52 and '53, Jackson incorporated as a town, and resolved to become county seat of a new county by whatever name.

Incidentally, that infamous above-mentioned live oak claimed its first lynchee in 1851 and other lynch mobs elevated nine more victims through 1855 - Jackson's live oak was the one of most lethal in the gold country.

Jackson and other northern Calaveras politicians continued to agitate for a new county and in May, 1854, the governor signed a bill giving male Calaverans the liberty to vote to divide Calaveras and create Amador County. That election on June 14, 1854, was so corrupt that no one then, or now, could determine the real outcome.

But northern Calaveras forces won the propaganda war and created the new county. At the first Amador County election that July when voters selected the county's first officers, they also gave little Jackson (the five-year old village was described as "having over 100 homes, some two-story") enough votes to become the county seat.

Main Street, c. 1858



FIRE! Now Jackson's founding merchants and organizations began building in stone and brick. In 1855, fire struck the westerly side of Main. After that fire, several stores were rebuilt in brick, some surviving today. But that fire was mere prelude to the awful conflagration of August 23, 1862, which consumed the court house and most of the stores on Main, Water, and Summit Streets. Within two years, mostly brick buildings rose on southerly Main and survive today.

It took time but Jackson finally reaped riches from three of its gold mines in the late 19th century, decades after other Amador mines made stockholders rich. The Kennedy, Zeile and the Argonaut hit pay rock and became, with government, gaming and girls, the economic foundation of Jackson.

At the century's turn, Jackson had about 3,000 residents, with three churches, three newspapers, four hotels, five boarding houses, two candy factories, cigar and macaroni factories, eight physicians and two dentists. In 1905, Jackson became the first incorporated city in the county.

DISASTER! In 1922 Jackson was in the world's headlines when the state's worst mining tragedy smothered the lives of 47 miners deep within the Argonaut Mine. The burial sites of the miners are featured in three Jackson cemeteries today.

World War II ended Jackson's gold mining industry in early 1942 though ample gold remained. For years after the war there was talk of reactivating the mines but gold's price did not justify the expense to re-work and de-water their miles of shafts and drifts.

Though mining died, timber harvest and milling continued and intensified circa 1940 with the arrival of Amador Lumber. Can you imagine semi-trucks and trailers loaded with tree sections, bending their way through downtown Main and out Broadway, the state highway then? In 1948, after the war, the state division of highways finally by-passed downtown with Highways 49 and 88.

In the 1950s came the closure of Jackson's nickel-in-the-slot machines, other gaming, and its "girls dormitories" which name proper insurance maps used for its bawdy houses. To commemorate those wide-open days, certain ad hoc Clamper-types in 1968 implanted in Jackson's sidewalk a heart-shaped plaque on Valentine's Day. It, note well, was the first to recognize the utility and role of Jackson's prostitutes during its halcyon days. As you can imagine, that dedication was read and talked about 'round the world.

REVIVAL! With such a rich historical heritage and industrious people, Jackson, the county seat of Amador County since 1854, continues to thrive. In recent times, a renaissance of downtown has begun as businesses have been restoring historical facades.

We highly recommend visiting the Jackson Civic Center at 33 Broadway to view the unique murals and photo exhibit which tell the history of Jackson from camp, town, to city. At this writing, the murals and photos can be seen Monday - Friday, 8:30 - 5, with some closures on Fridays.

WALKING MAIN STREET J•A•C•K•S•O•N

The following numbered descriptions refer to 21 bronze plaques which mark many, but not all, of Jackson's historic Main Street buildings and features. We trust you'll enjoy these historical highlights and architectural curiosities, authored by Lawrence A. Cenotto, on your walking tour of Main Street. Begin at the southwest corner of Water Street and Broadway.

1. MASONIC HALL, 14 WATER ST. Though somewhat disguised by a classical Spanish revival style over a brick classical revival building, the Masonic Hall arose in spring, 1854. As the building survived the fire of 1862, new owners Amador Lodge No. 56, F&AM rented the building to the county for "a court and two jury rooms." When the new court house was ready in 1864, the Masons reclaimed the top floor, and later purchased the second floor of Rocca's Hall. **Plaque faces Broadway. Turn the corner and proceed west.**

2. ROCCA'S HALL, 12 WATER ST. While the lower story has a faux-Western front, the top facade hasn't changed since Epley and Elderkin laid it in 1863 after the fire. Previously, in late 1853 and '54, Amos Barrett and Daniel Maujer had a store here, and Barrett began his career as Wells, Fargo & Co. Express agent. Known as Rocca's Hall, it was the long-time venue for entertainments, theatricals and even pugilistic exhibitions and fights. **Walk one doorway west.**

3. NATIONAL HOTEL, 2 WATER ST. Probably the second inhabited site in Jackson. Ellis Evans had a butcher shop here in 1850. In 1852, with partners D.C. White and Armstrong Askey, he built the two-story wooden Louisiana House. It burned in the 1862 fire. By spring 1864, the same owners erected a new brick hostelry renamed the National Hotel, a more politically prudent choice during the Civil War. Over the years, owners extended it and added a story. Among many colorful events, the late John Wayne was a big loser in an epic poker game here in 1963. The Lucowicz family purchased the hotel in 2010 and have remodeled and rejuvenated this historic foot of Main. **On the hotel's west side is Vogan Alley, named after an early sheriff and toll road entrepreneur. It follows the native Miwuk trail to the ford of Jackson Creek and its adjacent spring. Across the footbridge is a monument to Jackson's first mayor, Virgilio S. Garbarini.**



Louisiana House, mid-1850s

4. WEBB BUILDING, 15 - 19 MAIN. In the 1890s, Amador Ledger publisher Richard Webb purchased "air rights" over the existing brick Peek and Newman livery, thus three-fourths of the building dates from 1898. The livery portion? One wall from 1856, the rest from 1860. A bank leased the livery space in the 1970s. Architect Gordon Fisk redesigned its facade, echoing the traditional livery entrance. For about sixty years the Amador Ledger was housed in the southerly half of the building before moving to Martell. South of the Webb building is Wells Fargo Bank which purchased the old Bank of Amador County circa

1965, thus returning to the exact spot where the historic Wells, Fargo & Co. in the two-story, fancy Union House was located in late 1854-55!

5. LORY / GALLO HOTEL & ASTOR HOUSE, 21-27 MAIN.

This is a rare two-story building with a wood story atop a brick one. One of the titans of the modern wine industry, the late Ernesto Gallo, was born in this building in 1909. Merchant Richard Lory built the first story in 1878, and added a second a year later. The town's historic Astor House once stood here in the early 1850s. First Methodist-Episcopal minister Isaac Fish preached sermons here before the first church was finished in 1853. Jackson's first major fire swept this side of Main in 1855, destroying a half dozen buildings, brick or frame. *Continue northerly.*



Union House



West side, Main Street, after the 1855 fire.

6. U.S. BAKERY & SALOON, 37 MAIN. This is the same one-story brick raised here after the 1855 fire. It survived the 1862 fire, and new Amador Dispatch publisher William Penry bought it for his paper, later adding a second floor to house his press. The Dispatch's fiery editorials championed the South and exulted over Lincoln's assassination, thus goading the U.S. Army to padlock the paper and arrest editors Penry and L. P. Hall. A cavalry unit marched the manacled duo to its bivouac, Camp Jackson, in Ione. Anon, they did hard time for six weeks at Alcatraz. Union-supporting townsmen got their revenge, too. They torched the building, forcing Penry on his return to remove the second story's rubble. It's been one story since. This was a drug store from the 1870s to modern times. *Continue north.* Next northerly is a site where, in 1851, Joseph and Julia Godfrey erected the Hotel de France. While Jackson was county seat of Calaveras (1851-52) "the court house" hosted that day's County Court of Sessions. After the '62 fire there arose a two-story brick armory built by the Jackson Guards, a Civil War-era militia unit. It later became the town civic center where social events and entertainments were held until well into the 20th century.

7. BRUMEL'S BUILDING, 45 MAIN. This one even looks like an old building! It boasts what seems to be the original iron fire shutters and brick facade which Moses Brumel had erected. A Brumel cornerstone or engraved stone is in the shop's cellar. It dates from 1854. Two frame buildings burned in 1855 and 1862 fires before this one rose by August, 1863. *Continue north.*

8. LEVY & CO. BUILDING, 105 MAIN. In late 2010, the owner of this historic store removed a plain false front to reveal much of the original architecture of 1857. When most of Jackson burned in 1862, county fathers commandeered the basement here for a county jail. It imprisoned many until about 1864 when a county court house and jail were completed. In the sidewalk here is an E Clampus Vitus plaque memorializing the county courthouse's nearby location in 1851-52. This 1968 bronze is not the infamous Jackson heart-shaped plaque, despite its shape.



Levy & Co., about 1857

9. WELLER HARDWARE, PIONEER HALL, 111-115 MAIN.

These brick stores date from the 1850s. Both survived the awful '62 fire. Ursula Parlor #1, Native Daughters of the Golden West, was organized in the basement of the northerly half in September, 1886. A padlock inventor, W. C. Bussey bought these lots in 1855 and '56 and built two brick stores. The 1862 fire gutted one and damaged the other. Hardware merchant Charles Weller bought out Bussey and unified the facade.

Continue northerly.

10. LEAM'S SALOON, 169 - 175 MAIN.

It arose about 1898 in Jackson's Victorian architectural era.

At street level, a store; above, a dwelling. A historic Chinese Masonic building was erected nearby in 1875. In early days, both sides of Main down to near Court Street were the Chinese mercantile and residential section. *Cross the street to the four-story building.*

11. KRABbenhOFT BUILDING, 204 MAIN. At Main and California stands this four-story concrete building erected in 1931. No one has measured whether it or the Oddfellows Hall is actually taller. For a decade or longer, old Jackson High School played its basketball games on an upper story court. It now houses several enterprises. The first Catholic Church site is north of the Krabbenhof at the southeasterly corner of North and North Main, where the parking lot is. The rude, dirt-floored church was built by 1852. Its cemetery was nearby. *Continue on the easterly Main sidewalk, cross California, and continue.*

12. SANGUINETTI BUILDING, 136-140 MAIN. Benjamin Sanguinetti erected the first story in 1869 after fires in 1862 and '69 destroyed wooden stores. Its second story went up in 1882 but only on the northerly part of the building. The rest is a false-front facade. A candy store was here for nigh 100 years. The Sanguinetti Building is bound northerly by a pedestrian walkway, historically known as Fletcher Alley, after Hugh Fletcher whose dwelling stood there in the 1850s.

13. MINER'S RESTAURANT & EXCHANGE, 126 - 28 MAIN.

Wooden stores stood here in the early 1850s. Frenchmen had a bowling alley before 1857. It was Miner's Restaurant & Exchange when the 1862 fire roared through. Merchants named S. Brandt and Witte erected this two-story brick classical revival in 1863. Renovated and refitted in 1873, it housed a sausage factory in 1898 and a shoe store in the 1980s. The first story facade was remodeled, maybe around 1925.

14. STAMPFLY'S TENT, REPUBLIC HOUSE, 114 - 118 MAIN.

No longer a hotel, the first two stories of this brick building date from 1858. Owner Pat Dwyer added the third story in 1896. A vintage photo (c. 1880) shows the two-story hotel with covered balconies on the front and southerly side walls. Perhaps the site's first use was for Stampfly's tent in 1851-1856. It was renamed Panama House, then Republic House by 1858 and the Globe by 1872. Though totally gutted, the two-story hotel survived the 1862 fire. *Continue southerly across Court St.*

15. STECKLER'S BLDG, 48 MAIN.

This historic corner below the former courthouse was first a "county clerk's shanty" when Jackson's Creek



Weller's Hardware, c. 1857



Globe/Republic House, mid-1850s



Steckler Bldg, c. 1857

became county seat in 1851. In the mid-1850s, Charles Steckler erected a two-story brick. It succumbed to the '62 fire, but was rebuilt. Upstairs from 1854 to 1862 was the Jackson's Masonic Lodge. The Oddfellows also used the hall until they bought their own building down the street.

Continue south on Main.

16. S. HARRIS CLOTHING STORE, 42 MAIN. A corral first, then Morris Harris came in '53 and opened a frame store. It was cindered by the town's epic fire. A newspaper tells us S. Harris was probably finishing a two-story brick in June, 1863, selling shoes and clothing. From 1882 on, it was Abramofsky's cigar factory. Note the second floor, balcony and brick façade atop it. Most likely those iron shutters are original. *Continue south on Main.*

17. M. HARRIS CLOTHING STORE, 38 MAIN. About 20 years ago, owners Trassare restored the facade closer to its 1854 style. With the Masonic Hall and part of the Fixary building at 29-33 Main, they are the only known stores built in the county's birth year, 1854. The brickwork for the store and its northerly neighbor (later destroyed) "was laid in 21 days in November" that year. *Continue south.*

18. ADAMS EXPRESS AGENCY, REICHLING ASSAYERS, 30 - 36 MAIN. Our history says 30 Main is where the 1862 Jackson fire started. Ere that, Francis and Paul Reichling moved in to buy and assay gold. Earlier, the site housed rivals of Wells, Fargo & Co.: Hunter & Co, Adams & Co., and Pacific Express. One-story bricks arose here and next door. Both stores acquired second floors early in the 20th century. *Continue to 28 Main.*

19. TELLIER'S SALOON & HANGING TREE, 22 - 28 MAIN. Town settler Louis Tellier set up his first tent saloon on this site. Tellier called his bistros St. Louis House, Empire Saloon or Tellier's. A nearby sidewalk plaque memorializes Jackson's notorious tree from which ten men were hanged between 1851 and '55. The tree itself was so severely damaged in the great fire that townspeople had to take it down. *Continue south.*

20. UNION HOTEL, I.O.O.F. HALL, 4 - 14 MAIN. Someone once deemed it the "tallest three-story building in creation," albeit inside it seems five stories or levels. The lodge in 1904 added a story atop the old Union House hotel. With such a name, wouldn't Union diehards opt to parade and celebrate amid torch-light here? Street-level from circa 1870 until 1919, Wells, Fargo & Co. was here. The prominent "1855" date stone only means the lodge was founded then. *Go to the corner.*

21. DR. SHARP'S DRUGS, GINOCCHIO'S STORE, 2 MAIN. This elongated brick building fronting both Main and Water Streets is another survivor of the 1862 fire. Dr. Sharp built and opened a new brick drug store there in 1856. In 1857 Wells, Fargo & Co. briefly rented space – probably why it was called the Wells Fargo Club and Restaurant from about 1950 on. The next section or two of brickwork on the Water Street side marks the Italian market lot, from Courassi's store in 1851, to E. Bruno & Co. and eventually Ginocchio's. The latter firm occupied the whole building when it dissolved around 1950.

WALKING MAIN STREET JACKSON is a joint project of the City of Jackson Revitalization Committee, the Amador County Historical Society, and Jackson Business & Community Association.



Nevada City Chamber of Commerce

NEVADA CITY
*“National Register
of Historic Places”*

Designated September 23, 1985

October 19, 2016

Honorable City Council
City of Nevada City
317 Broad Street
Nevada City, CA 95959

Dear Council Members:

On behalf of the Nevada City Chamber of Commerce, I am writing to offer the Chamber's enthusiastic support for the proposed Nevada City Historic Building Plaques Program. We are confident this program will encourage residents and visitors alike to learn more about Nevada City's rich history and add to the City's economic vitality as envisioned by the NC Forward Economic Plan.

We are pleased the City has designed a sensible one-page application and reasonable approval process for the Plaques Program. This will ensure the program remains customer friendly while also balancing the community's interest in ensuring historically accurate and consistent-looking plaques.

The Chamber also supports the City's plan to construct a webpage database profiling the historic plaques and looks forward to a possible collaboration to develop a walking tour of historic Nevada City.

Sincerely,

NEVADA CITY CHAMBER OF COMMERCE

Dave Iorns
President