

# City of Nevada City

## REQUEST FOR PROPOSAL:

### Professional Drafting, Architecture, and Engineering Services for Pre-Approved Accessory Dwelling Unit (ADU) Plans

---

July 7, 2025

**Prepared By:**

Lisa McCandless  
City Planner  
City of Nevada City  
[lisa.mccandless@nevadacityca.gov](mailto:lisa.mccandless@nevadacityca.gov)

Bethany Celio  
Community Development Technician  
City of Nevada City  
[bethany.celio@nevadacityca.gov](mailto:bethany.celio@nevadacityca.gov)



## Table of Contents

<b>1 PROJECT OVERVIEW .....</b>	<b>3</b>
1.1 Purpose.....	3
1.2 Background.....	3
1.3 Tentative Schedule .....	4
1.4 Pre-Proposal Conference.....	5
<b>2 SCOPE OF WORK .....</b>	<b>5</b>
2.1 Project Management and Coordination.....	5
2.2 Design, Drafting, and Engineering .....	6
<b>3 PROPOSAL FORMAT AND CONTENT .....</b>	<b>9</b>
<b>4 SUBMITTAL INSTRUCTIONS .....</b>	<b>10</b>
<b>5 EVALUATION CRITERIA .....</b>	<b>11</b>
<b>6 CONTRACT .....</b>	<b>12</b>
6.1 Execution of Contract Performance Period .....	12
6.2 No Assignment.....	12
6.3 Force Majeure.....	12
6.4 Contract Term .....	12
6.5 Insurance .....	12
<b>7 GENERAL TERMS AND CONDITIONS.....</b>	<b>13</b>
<b>8 PROFESSIONAL SERVICE CONTRACT .....</b>	<b>13</b>
<b>9 ATTACHMENTS.....</b>	<b>13</b>

# 1 PROJECT OVERVIEW

The City of Nevada City requests proposals to retain an experienced and qualified consulting firm or individual design professional to prepare one to five sets of Accessory Dwelling Unit (ADU) plans. These plans will be purchased by the City and made available to residents of the city to streamline the permitting and design process for accessory dwelling unit construction. One set of plans for a primary residence is included in this RFP as well to encourage infill development on undeveloped parcels in Nevada City.

## 1.1 Purpose

To support its Strategic Plan and General Plan housing goals and objectives, the city aims to provide city-owned ADU plans free of charge to property owners within its limits, facilitating the development of Accessory Dwelling Units and small residential homes on their properties. In 2022, the city undertook a comprehensive strategic planning process to set goals for the next five years. A key objective identified during this process was to enhance workforce and affordable housing opportunities. This includes a specific aim to “develop ADU designs that meet the City’s Objective Design Standards for pre-approval.”

## 1.2 Background

Nevada City boasts one of California's oldest historical districts, with its charming downtown recognized on the National Register of Historic Places. Renowned as one of the best-preserved Gold Rush towns in the state, its historic architecture is often referred to as "Motherlode Architecture."

To maintain this character, the city employs an Architectural Review process, where the City Planner or Planning Commission evaluates proposed exterior changes to existing and new buildings. Recent California housing laws mandate that certain projects undergo ministerial review, which is handled at the staff level. In response, Nevada City has established an ordinance that sets forth Objective Design Standards for Streamlined and Ministerial Residential Developments (see [Municipal Code Chapter 17.82](#))<sup>1</sup>, ensuring that these projects align with both state requirements and the city’s aesthetic values.

The City will leverage grant funding from the Regional Early Action Planning Grants Program (REAP 2.0) to support this initiative. Over time, Nevada City has adopted various Accessory Dwelling Unit (ADU) ordinances, encouraging the creation of additional housing options. The focus remains on plans that meet the Objective Design Standards for streamlined and ministerial projects, efficiently facilitating code-compliant and well-designed residential infill development. Nevada City is a small town with just over 3,300 residents. The growth rate is small but the demand for housing is high, especially for our local

---

<sup>1</sup> [https://library.municode.com/ca/nevada\\_city/codes/code\\_of\\_ordinances?nodeId=TIT17ZO\\_CH17.82OBDESTSTMIREDE](https://library.municode.com/ca/nevada_city/codes/code_of_ordinances?nodeId=TIT17ZO_CH17.82OBDESTSTMIREDE)

workforce, that keep our vibrant downtown district and Seven Hills Business District running smoothly. The intent of this work is to provide residents with plans for building housing and creating new units within the City. The goal of this project is for the City to obtain plans that can be provided to residents to use at will, but they will not be made available publicly on the internet in their entirety and will be provided directly to residents within City limits only. Depending on the proposals received and desires of the City, the City may award to one consultant or multiple consultants to accomplish the desired plan development and completion work.

Before the enactment of Ordinance 2022-01 which added the Objective Design Standards to City Code, all new residential developments were subject to the city's discretionary Architectural Review process, which assessed compliance with design guidelines that often relied on subjective interpretations. New projects that are subject to ministerial approval use the Objective Design Standards as the basis for design review. The new Objective Design Standards aim to reflect the intent of the Nevada City Design Guidelines while adhering to state legislation that promotes efficient housing construction. These standards eliminate personal biases in decision-making, relying instead on clear, objective criteria that can be consistently verified against established benchmarks, primarily derived from the city's existing Design Guidelines.

Section 17.88.040 of the City's Municipal Code states that: Generally, Nevada City architecture is characterized by many of these design features typical of the Mother Lode era including: steep peak roofs with pitches between 6:12 and 12:12, overhanging roofs with gable ends, covered porches and entries, multi-pane, vertical and bay windows, and the use of horizontal painted rustic siding. Synthetic materials with no historical basis are discouraged.

See [Chapter 17.82.030<sup>2</sup>](#) of the City's Municipal Code for the full text on the Objective Residential Design Standards. Please also review the City's ADU webpage for ADUs: [www.nevadacityca.gov/ADU](http://www.nevadacityca.gov/ADU).

### 1.3 Tentative Schedule

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, Proposal Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFP. The schedule for other milestone dates may be adjusted without notice.

Scheduled Activity	Proposed Date
Request for Proposals sent to prospective designers	July 8, 2025

---

<sup>2</sup>  
[https://library.municode.com/ca/nevada\\_city/codes/code\\_of\\_ordinances?nodeId=TIT17ZO\\_CH17.82OBDESTSTMIREDE\\_17.82.030OBREDEST](https://library.municode.com/ca/nevada_city/codes/code_of_ordinances?nodeId=TIT17ZO_CH17.82OBDESTSTMIREDE_17.82.030OBREDEST)

Pre-Proposal Conference	July 22, 2025
Deadline for Questions and Clarifications	July 29, 2025
Responses and Addenda Posted	August 1, 2025
RFP Submission Deadline	August 8, 2025
Approximate RFP Selection and Notification	August 19, 2025
Approximate City Council Approval	August 27, 2025
Approximate Contract Start Date	August 29, 2025

## 1.4 Pre-Proposal Conference

A proposer's conference has been scheduled for **July 22 at 2:00 pm**.

### Zoom Meeting:

<https://us02web.zoom.us/j/88612191437?pwd=wYlCtbdBhs8hrUfHquvXzxgirCRBc3.1>

Webinar ID: 886 1219 1437

Passcode: 955696

Please email for an invite if the above link does not work.

Interested design professionals and firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested proposers are highly encouraged to attend. To make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed as soon as practical following the meeting.

## 2 SCOPE OF WORK

### 2.1 Project Management and Coordination

- a) With regard to the development of the Pre-Approved ADU Plans, the design professional will coordinate with the City through phone conversations, in person meetings, virtual meetings, and email. Meetings shall be included with the tasks listed in the scope of work and cost proposal. This shall include meetings with City staff as needed throughout the project design and plan development phases.
- b) The consultant will develop a project schedule outlining tasks and subtasks to be performed and will maintain and manage their team's schedule and budget and sub-

consultant contracts.

- c) All work under this agreement must be completed to the satisfaction of the City.

## 2.2 Design, Drafting, and Engineering

The following is an outline of tasks required to do this work. Consultants preparing a proposal should elaborate on their approach for their respective scope of work. **The scope of work** includes the following key deliverables:

1. Project Management and Coordination
2. Work collaboratively with City staff to develop conceptual designs
3. Present draft designs to City staff
4. Update draft designs to address City staff requests (as many iterations as needed similar to working with a homeowner). Plans will also be reviewed by the Nevada City Planning Commission and staff will bring any changes desired from the Planning Commission to the consultant.
5. Provide plan sets that include all elements required for a building department pre-approval including engineering, energy calculations, solar, etc.
6. Provide changes as needed to each plan set to meet building department correction requirements
7. Provide final plan sets to City for public use

Contractor will perform multi-disciplinary services including, but not limited to the following:

### **Architectural design of plans meeting the following plan ranges:**

- a) 400-500 sq ft: studio, with or without a loft, in compliance with California Residential Code (Appendix Chapter Q optional) single-family dwelling/ADU with optional attached storage space
- b) 400-650 sq ft: ADU with either a studio or 1-bedroom, 1-bathroom with attached exterior storage space
- c) 720-749 sq ft: single-story 1-bedroom, 1-bathroom single-family dwelling/ADU, with attached exterior storage space
- d) 720-749 sq ft: single-story 2-bedroom, 1-bathroom single-family dwelling/ADU, with attached exterior storage space, and with optional one-car garage
- e) 900-1000 sq ft: single-story 2 bedroom, 1 bathroom single family dwelling/ADU, with attached exterior storage space, and with optional one car garage
- f) 1,400-1,600 sq ft: one or two story 3-bedroom, 2-bathroom single-family dwelling (or second primary unit under SB-9) with attached exterior storage

A release and approval from all design professionals involved in all plans allowing use of plans, calculations, and all associated documents will be required. This shall allow use of these plans for all property owners in Nevada City.

**Plan Sets shall include:**

- a) Floor plans
- b) Elevations
- c) Sections
- d) Electrical Plans
- e) Foundation Plan
  - 1. Design and engineering shall include foundation details for both slab-on-grade and raised floor construction assemblies to allow construction flexibility specific to the site conditions.
- f) Roof Framing Plan
- g) Truss Calculations
  - 1. Prefabricated truss calculations. The primary roof pitch shall be between 6:12 and 12:12 and secondary roof pitches, such as those over porches, shall be a minimum of 4:12. Calculations shall include loading from a roof mounted solar photovoltaic system.
- h) Mechanical/and plumbing plans
  - 1. Shall include central HVAC or ductless heat pump heating/cooling designs with options for wood and/or pellet stove installations.
- i) Fire Sprinkler Plans
  - 1. Residential fire sprinkler plans and hydraulic calculations for all plan designs. Design shall be focused on water meter connections.
- j) Structural Engineering
  - 1. Structural engineering for all plan designs for all structural components including but not limited to foundation, floor framing, roof framing, lateral loading, vertical loading, beam, and wall designs.
  - 2. Structures shall be designed to meet structural ground snow loading requirements of up to 60 psf. These plan designs shall be separated into ground snow loading values 50psf and 60psf categories to help with ease of constructability specific to the site (most parcels in Nevada City are 49 PSF or less).
- k) Structural Details
- l) Title 24 Energy Calculations
  - 1. Energy calculations for all plan designs designed for all building orientations.
- m) Residential roof mounted solar photovoltaic plans and calculations for all plan designs meeting the mandatory solar design standards shown in the California Energy Code for new residential construction.

- n) Typical site plans showing standard utility connections (i.e. sewer/septic, water, dry utilities) and standard drainage improvements around structures.

#### **General Notes for the Plan Sets:**

- a) All plans and calculations shall be designed to meet minimum code requirements in accordance with the California Code of Regulations, Title 24, 2022 California Building Standards Codes and adopted City of Nevada City Ordinances.
- b) Plan designs, calculations, and related submittal documents shall meet all minimum Nevada County Building Department and City of Nevada City residential plan submittal and checklist requirements (see Exhibit D).
- c) The design should have conventional framing and bracing methods in mind to improve ease of construction and affordability. Encourage design and construction with limited mechanical hardware to limit material costs. High value shear walls should be avoided unless absolutely necessary.
- d) All plans shall include a mirrored/flipped option to allow for flexibility for specific site conditions.
- e) Plans shall include open floor plans and passive solar designs as much as possible.
- f) Plans shall include integrated and enclosed outdoor storage options with enough room for at least two bicycles (plus gear) for 1-bedroom units and three bicycles (plus gear) for 2-bedroom units.
- g) Garages - some plans will have an optional attached garage. Garages shall not exceed 250 sf which is the max allowed for ministerial approval associated with an ADU. See section 17.72.026 (P).
- h) Building designs should include optional decks and stairways so that affordability can be maximized for owners that do not wish to build them.
- i) Designs are encouraged to include some options for easy transition/adaptability for persons with disabilities with aging-in-place in mind.
- j) Designs shall include options for various Wildland Urban Interface (WUI) compliant siding and Class A roofing options as part of the building elevations including installation specifications.
- k) Plans should comply with the 2025 California Building Standards Code.
- l) It is highly desirable that proposed designs include alternate elevations to change exterior/interior appearances for each master plan. This can be minor architectural options such as garage option plans, porch and deck options, etc.

#### **Preferred Qualities for Design Professional (Contractor):**

- a) The Contractors shall have the ability to transfer and manage documents digitally.



- b) Contractor shall be able to model designs in such a format that is easy to share and market to the community.
- c) It is highly desirable that the Contractor has previous experience working in rural small-town environments and communities.
- d) It is desirable that the Contractor has experience working on projects within Nevada City.
- e) It is highly desirable that the Contractor has previous experience with the local building and land use permitting processes and officials.
- f) Contractors shall work directly with Planning staff to review and finalize all plan submittal packages for use. A complete and thorough plan review will need to be conducted by the Nevada County Building Department (Nevada City's contracted building department) upon Contractor design finalization. The timeline for plan completion shall be clearly outlined in the proposal.

Once plans are completed and have been pre-approved by both the planning department and building department the Contractor shall assist the City with and finalizing the plans as needed.

### 3 PROPOSAL FORMAT AND CONTENT

The Consultant's proposal shall be submitted in the following format. There is no page limit, however it encouraged that the proposal be brief and concise.

- **Cover letter:** The cover letter shall reference this RFP and shall include the Consultant's project manager contact name, mailing address, telephone number, and email address, signed by a person authorized to execute a contract with the City.
- **Qualifications and Experience:** The proposal must clearly describe the Consultant's ability to undertake and perform the work. Provide an overview of the types of work and history of your organization. Please list projects of very similar work performed by the proposed project team. Provide a summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and résumé, and the qualifications/experience of any sub consultant staff on your project team.
- **Project Approach / Scope of Services:** A statement expressing the firm's understanding of, and general approach to, the proposed Project and associated issues. Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including subconsultants. Provide an itemized list of services to be provided. Note instances where services exceed the scope or detail offered in this

proposal. Note instances where services do not meet the scope offered in this proposal. If a fee needs to be assessed for site specific required items, define cost to homeowner associated with each plan set. Address instances where possible cost efficiencies may be gained, quality may be improved, or City may otherwise benefit from adopting your proposal.

- **Samples of work:** Please provide at least two samples of your work to demonstrate your design style and offerings.
- **Exceptions:** Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Professional Services Contract (Attachment A). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm/individual.
- **Cost Proposal:** Provide a cost proposal with an estimated fee for each of the tasks included in the Scope of Work. Each task budget shall include labor and expenses, including subconsultant costs. Labor budget computations shall be shown with planned labor hours and hourly billing rates of each staff member or labor classification (Exhibit C). Please separate out costs per plan set that you intend to create as the City may choose to select multiple design professionals for this work or choose to create fewer plans than shown within this RFP if cost constraints arise.
- **Project Timeline:** Provide a timeline for the deliverables included in the scope of work based on your understanding of the project. Also provide an estimated date of completion of final plans. Project deliverables and final invoices must be received by February 16, 2026 at the latest.

## 4 SUBMITTAL INSTRUCTIONS

- A. Contractors must submit three (3) copies of their proposal: two (2) complete paper copies with original Contractor signature, and one (1) complete copy on USB. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "Nevada City ADU Plans", and delivered by 3:00 p.m. August 8, 2025 to:

City of Nevada City  
Planning Department  
317 Broad Street  
Nevada City, CA 95959  
Attn: Lisa McCandless

**Late proposals will not be accepted.** It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. ***Proposals received after the date and time specified will not be considered.*** Note: The unauthorized use of the City's official logo is strictly prohibited.

- B. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- C. All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid. Facsimile, telephone, email/electronic or verbal proposals will not be accepted.
- D. Prices shall be stated in the format as requested herein. Where indicated, contractor shall provide unit of issue and cost per unit. In the event of a discrepancy between the unit price and the extended price for any item, the unit price shall prevail.
- E. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing contractor.
- F. All proposals will remain in effect and legally binding for at least 90 days from the opening date.

## 5 EVALUATION CRITERIA

The following criteria will be used in evaluating consultant RFP's:

- Experience and qualifications of personnel (25%)
- Understanding of the work to be done (25%)
- Experience with similar kinds of work (25%)
- Financial considerations and cost for services (15%)
- Demonstrated technical ability (15%)

Based on the evaluation rankings, the City may either decide to conduct interviews with the top two or three ranked firms, or the City may select a consultant directly from the final rankings. Upon approval of the selected Consultant by the City, a mutually acceptable price will be negotiated; a written Agreement will be prepared and recommended for award subject to approval by the City Council.

The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the City to do so.

## 6 CONTRACT

Time is of the essence in awarding the contract. The City reserves the right to cancel any intent to award and proceed to the next contractor if the selected contractor has not signed the agreement within two (2) weeks after the notification of intent of award.

### 6.1 Execution of Contract Performance Period

1. Upon the acceptance of a Contractor's Proposal, City will prepare and submit a contract to the successful Contractor for signature. (See sample Professional Services Agreement A, which contains required contractual language.) In the event that the successful Contractor fails, neglects or refuses to execute the contract within two (2) weeks after receiving a copy of the contract from City, City may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
2. Incorporated by reference into the contract which is to be entered into by City and the successful Contractor pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Contractor's response thereto, and (b) all written communications between City and the successful Contractor whose Proposal is accepted.

### 6.2 No Assignment

Assignment by the successful Contractor to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by City unless approved in advance by City in writing.

### 6.3 Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

### 6.4 Contract Term

The term of the AGREEMENT(s) will be for a period of seven (7) months.

### 6.5 Insurance

Prior to commencement of this AGREEMENT, the CONTRACTOR(s) shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained.

Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR(s) upon request shall provide a certified copy of the policy or policies. Professional Service Contract.

## 7 GENERAL TERMS AND CONDITIONS

While the intent of the City is to award the contract to the selected Contractor(s), it reserves the right to both either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The City has a standard Professional Services Contract. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Proposals and documented in detail within the proposal.

### Limitations

- 1) The Contractor should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Contractor should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
- 2) The City has the authority to terminate the contract upon written notice to the Contractor at anytime during the period of the project if the City finds that the Contractor's performance is not satisfactory (as specified in Attachment G – Sample Nevada City Contract, paragraph 19).
- 3) Contract payments will be made on the basis of satisfactory performance by the Contractor as determined by the City. Final payment to the Contractor will only be made when the City finds that the work performed by the Contractor to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the City.

## 8 PROFESSIONAL SERVICE CONTRACT

Attached is a copy of the Professional Services Contract. All provisions of this contract are made a part of this Request for Proposal. (See Attachment A)

## 9 ATTACHMENTS

Exhibit A – Consultant's Proposal/Scope of Work

Exhibit B—Assignment of Personnel  
Exhibit C—Cost Proposal  
Exhibit D—Plan Submittal and Checklist Requirements  
Exhibit E—Objective Design Standards Ordinance  
Attachment A – Agreement for Consultant Services

City of Nevada City  
RFP for Professional Services

Exhibit A  
CONSULTANT'S PROPOSAL  
SCOPE OF WORK

Provide a Scope of Professional Services for the work being performed by the Consultant or subconsultants.

City of Nevada City  
RFP for Professional Services

Exhibit B  
ASSIGNMENT OF PERSONNEL

Provide a listing of names of staff and other subconsultants involved in the work. A brief resume shall be provided for key staff.



City of Nevada City  
RFP for Professional Services

Exhibit C

COST PROPOSAL

Provide a cost proposal with an estimated fee for each of the tasks included in the Scope of Services. Each task budget shall include labor and expenses, including subconsultant costs. Labor budget computations shall be shown with planned labor hours and hourly billing rates of each staff member of labor classification. Flat fee proposals will be considered.

Do not include markups, contingencies, or optional services or tasks.

**CITY OF NEVADA CITY**

317 Broad Street • Nevada City, California 95959 • (530) 265-2496

**APPLICATION CHECKLIST  
ACCESSORY DWELLING UNIT**

This packet contains filing forms and instructions for completing an Accessory Dwelling Unit application pursuant to Section 17.72.020 of the Nevada City Municipal Code.

The City finds and declares that Accessory Dwelling units are an important form of housing that contributes to the character and diversity of housing opportunities in Nevada City. **“Accessory dwelling unit (ADU)”** means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. **“Junior accessory dwelling unit (JADU)”** means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure. (see Ordinance 2020-01 for all standards):

1. An ADU shall be allowed on a lot within the City that contains a legal, single-family or multi-family residence.
2. All ADUs shall meet all building and fire codes.
3. Each ADU shall have one (1) separate, off-street parking space in addition to the required two off-street parking spaces for the existing residence(s), unless waived pursuant to Section 17.70.026 (E).
4. Until January 1, 2025, the City shall not impose an owner-occupancy requirement on any newly permitted accessory dwelling unit on a lot with a single family dwelling.
5. Total coverage of all buildings shall not exceed 50%.
6. An existing primary dwelling may be converted to ADU if it meets Ordinance standards
7. ADU Design shall meet standards outlined in 17.72.026 (I)
8. Lighting shall not spill onto neighboring lots.
9. New construction of ground level ADUs shall be designed and constructed to allow for disability/accessibility standards pursuant to 17.72.026 (J)

***ADU Size Considerations***

- \*Under 750 square feet - Development Impact Fees waived
- \*Attached unit over 640 square feet - Eliminates short-term rental potential
- \*Detached unit over 800 square feet - Eliminates short-term rental potential
- \*1 bedroom or studio ADU cannot exceed 850 square feet
- \*2 bedroom or more ADU cannot exceed 1,000 square feet

**PROCESS:** Once a complete application has been submitted, it will be reviewed by the City Planner for ADU entitlement. Once ADU entitlement is approved, a building permit can be obtained from the Nevada County Building Department. At the time of building permit application, you are required to submit an electronic version of the full plan set (or three hard copies). The Building Department will require 2 sets of plans that include Fire Department signature and two City staff signatures (usually City Planner and City Engineer ).

***Checklist for application submittal:***

1. ADU application form, signed by owner. If signed by a representative, include a letter of authorization from the property owner(s).
2. Filing fee consistent with the most recent fee resolution adopted by City Council
3. One electronic copy of plans (or three hard copies) including the following:
  - a. site plan showing all existing and proposed structures (topographic contours and other relevant site features such as streams, rock outcroppings, and trees may be required on a case-by-case basis.
  - b. elevations with all building dimensions and material call-outs for windows, doors, siding, roofing
  - c. Proposed Floor plan along with an existing floor plan if applicable.
4. Color profiles and material specification sheets for roofing, siding, windows, and doors.
5. Photograph(s) of existing residence on property and adjacent properties.
6. Fee Review Worksheet, attached



Exhibit D

**CITY OF NEVADA CITY**  
317 Broad Street • Nevada City, California 95959 • (530) 265-2496

OFFICE USE ONLY	
Filing Fees	
Chk	Cash
Bus. Lic.	

## ACCESSORY DWELLING UNIT ARCHITECTURAL REVIEW

Applicant/Property Owner

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Email Address*

**Check all that apply:**

- ☐ A New Detached ADU Structure
- ☐ ADU attached to existing residence
- ☐ Conversion of space to ADU
- ☐ Junior ADU
- ☐ In the Historic District
- ☐ Other (Describe)

Address and Assessor's parcel number of property where construction is proposed (also complete attached location key map):

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*Assessor's Parcel Number*

Nearest cross street \_\_\_\_\_

New floor area proposed \_\_\_\_\_ S.F.

Briefly describe proposed project:

Number of buildings on property \_\_\_\_\_

Square footage of primary dwelling converted to ADU \_\_\_\_\_

Year of primary dwelling construction \_\_\_\_\_

Square footage of ADU unit \_\_\_\_\_

Square footage of primary dwelling \_\_\_\_\_

**I am the owner(s) or authorized agent for the subject property.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## SUPPORTING DATA

Exhibit D

### SITE PLAN AND ENVIRONMENTAL CONSIDERATIONS:

Is the coverage and setback of the new construction compatible with surrounding houses? Site Plan shall show that coverage of all buildings does not exceed 50% ☐ Yes ☐ No

If no, please explain

### VOLUME AND MASSING

Lot Size \_\_\_\_\_ SF

Will the proposed building or changes  
Have a larger floor plan than surrounding buildings?  
Be taller than surrounding buildings?  
Block views or sunshine from existing buildings?  
Does the site plan provide a private yard area?

Yes      No

Discussion, if needed:

**PARKING PLAN** Please delineate off-street parking spaces on the site plan including parking spaces for the primary dwelling on the site plan.

### MATERIALS

Please list all materials that will be similar to or compatible with the main residence:

Roof: \_\_\_\_\_ Existing home: \_\_\_\_\_

Pitch: \_\_\_\_\_ Existing home: \_\_\_\_\_

Siding: \_\_\_\_\_ Existing home: \_\_\_\_\_

Windows: \_\_\_\_\_ Existing home: \_\_\_\_\_

Trim: \_\_\_\_\_ Existing home: \_\_\_\_\_

Decks, porches, railings: \_\_\_\_\_ Existing home: \_\_\_\_\_

COLORS (Please provide color chips of each color)	Color brand, name, number
Roof: _____	_____
Trim: _____	_____
Accents: _____	_____
Railings/Decks: _____	_____
Siding: _____	_____

Do these colors match the existing home? If not, how do they differ?

DETAILS

Please provide sufficient information to allow review of the building’s details, including:

- Foundation, rock work or veneer accents
- Vents and flues
- Door and window materials, trim and design detail
- Porch and deck framing and railing details
- Garage door

OTHER APPLICABLE INFORMATION

Use the space below to provide any additional information.



COMMUNITY DEVELOPMENT AGENCY  
BUILDING DEPARTMENT

PO Box 599002, 950 Maidu Ave Ste 170, Nevada City, CA 95959  
Office: (530) 265-1222 Email: [buildingdept@nevadacountyca.gov](mailto:buildingdept@nevadacountyca.gov)  
Web: [nevadacountyca.gov/1114](http://nevadacountyca.gov/1114)

Exhibit D

RESIDENTIAL PLAN SUBMITTAL CHECKLIST

THE FOLLOWING ITEMS ARE REQUIRED FOR A COMPLETE PLAN SUBMITTAL. INCOMPLETE SUBMITTALS WILL NOT BE ACCEPTED; PLEASE READ CAREFULLY! THIS COMPLETED AND SIGNED FORM MUST ACCOMPANY A BUILDING PERMIT AND/OR SEWAGE DISPOSAL PERMIT APPLICATION

JOB ADDRESS: \_\_\_\_\_ APN: \_\_\_\_\_

	<p><b>THREE (3) SITE PLANS AND THREE (3) COMPLETE BUILDING SETS ARE REQUIRED.</b> <i>(additional sets may be required for larger projects; see the Building Department staff with questions)</i> Plans must be to scale drawn in blue or black ink, on clear unlined paper; minimum size is 11" x 17", maximum size 24" X 36". An additional two (2) sets are required for septic permit, if applicable. Structural Minimum Scale is 1/8"=1'-0", 1/4"=1'-0" is preferred.</p> <p>The <b>Scope of Work</b> must be fully stated and detailed on the plans. For building plans to be useful, they <b>must be legible and drawn to scale</b>. Plans should be prepared with lettering of sufficient contrast to be readable when scanning. Photocopies or prints may be submitted. <b><u>Pencil, whiteout, taped notes/details and any other submittal that is illegible or not completed in a workmanlike manner will not be accepted.</u></b></p>
	<b>SITE PLAN:</b> See site plan requirements on back of this sheet
	<b>GRADING AND DRAINAGE PLANS:</b> See site plan requirements on back of this sheet
	<b>FLOOR PLANS:</b> Fully dimensioned with square footage summary, room uses labeled, hold-down and shear wall locations/schedules, fire separation between house and garage, window/door sizes and types, mechanical and plumbing appliance locations, ceiling heights, all energy components shown (insulation, window efficiencies, equipment, HERS testing requirements, etc), compliance with Wildland Urban Interface (WUI) requirements, stairs and stair details, etc.
	<b>ELEVATIONS:</b> All four sides of the structure showing doors, windows, chimneys, roof pitch, building height, type of exterior finishes, grade level and slopes, roof type and classification, etc.
	<b>CROSS SECTIONS:</b> Structural sections, insulation locations/R-values, ceiling heights, referenced details, earth to wood clearances, typical finishes, etc.
	<b>ELECTRICAL PLANS:</b> Smoke/Carbon Monoxide locations/requirements, lights, switches, receptacle outlets, GFCI/AFCI outlet locations, minimum electrical notes, main/sub-panel locations, energy lighting requirements, etc.
	<b>MECHANICAL/FUEL GAS PLANS:</b> Duct supply and makeup type/size/location, duct sizing, and register sizing per the CMC, CEC & CGBSC (if applicable). Gas line sizing plans for high demand gas appliances (instantaneous water heaters, swimming pool heaters, etc).
	<b>TITLE 24 ENERGY CALCULATIONS:</b> <i>(registered documents and signed by plan design professionals as required)</i> included as part of the plan sheets. All energy components shall be reflected throughout the plan sheets.
	<b>GREEN BUILDING STANDARDS:</b> CA Green Building Standards Mandatory Measures Checklists shall be made part of the plans <u>for new construction or additions of conditioned space</u>
	<b>FIRE SPRINKLER PLANS/CALCULATIONS:</b> For new construction and substantial improvements. 2 sets prepared by a licensed fire sprinkler contractor and/or a CA licensed fire sprinkler engineer (wet stamped/signed)
	<b>FOUNDATION PLAN:</b> Fully dimensioned, location of braced/shear walls and hold-downs, shear/hold-down schedules, grade of rebar, strength of concrete, pier sizes/locations, reinforcement, footing locations, cripple walls, etc.
	<b>FLOOR FRAMING PLAN:</b> Floor joist size/type/spacing, girder size/type/spacing, species and grades, post locations, girder to post connections, cripple wall framing, mechanical hardware, blocking, floor sheathing type/attachment, etc
	<b>TRUSS CALCULATIONS:</b> 2 wet stamped/signed sets indicating the applicable ground/roof snow load with a wet stamped/signed letter of compliance from Engineer of Record
	<b>ROOF FRAMING PLAN:</b> Truss and/or rafter type/spacing, top plate connection details, bracing details, ceiling joist framing/attachment, beam types/sizes, material species/grades, mechanical hardware, post sizes/locations, ventilation, bearing walls identified, etc.
	<b>STRUCTURAL ENGINEERING CALCULATIONS:</b> 2 wet stamped/signed sets for nonconventional framing and/or high snow loading
	<b>STRUCTURAL DETAILS/NOTES:</b> Foundation/slab details, raised floor details, shear transfer, post and beam connections, ledger connections, guardrail attachments, stair framing connections, etc.
	<b>GEOTECHNICAL REPORT:</b> If applicable per 2019 CBC Section 1803.1 or if expansive soils are known to exist
	<b>SPECIAL INSPECTION AGREEMENT FORM:</b> Completed/submitted for any required special inspections (welding, soil compaction, high strength bolting, etc)
	<b>DEFERRED SUBMITTAL APPLICATION:</b> Completed/submitted for any items requesting to be deferred (fire sprinklers and/or truss calculations)
	<b>APPROVAL FROM CITY OF NEVADA CITY:</b> If project is located within the City Limits of Nevada City
	<b>APPROVAL LETTERS WITH DEVELOPMENT CONDITIONS FROM THE PLANNING DEPARTMENT</b> (If applicable)

APPLICANT’S SIGNATURE/DATE \_\_\_\_\_ STAFF’S SIGNATURE/DATE \_\_\_\_\_

THIS DOCUMENT IS INTENDED ONLY AS A GUIDE. SPECIFIC REQUIREMENTS OR DOCUMENTS MAY DIFFER BASED UPON YOUR SPECIFIC APPLICATION AND THE BUILDING CODE. ALL PLANS SUBMITTED BECOME THE PROPERTY OF THE COUNTY OF NEVADA.

It is unlawful to alter the substance of any official form or document of Nevada County.

SITE PLAN REQUIREMENTS

	The entire property must be shown on the site plan (including all property lines & dimensions). If the property is too large then a smaller scale may be used; however, a second site plan will need to be provided of the area of development at a recognized scale. Minimum sheet size 11"x17", minimum 3 sets of plans.	
	Site Plan Recognized Scales: 1"= 10', 1"= 20', 1"= 30', 1"= 40', 1"= 50', 1"= 60'	
	GENERAL INFORMATION TO BE INCLUDED ON TITLE SHEET	
	<div><div>➤ Owner's Name, Phone #, Mailing Address</div><div>➤ Project Site Address</div><div>➤ Assessor's Parcel Number (APN)</div><div>➤ Vicinity Map</div><div>➤ North Arrow &amp; Scale</div><div>➤ Occupancy Type(s) per CBC</div><div>➤ Construction Type per CBC</div></div>	<div><div>➤ Sheet Index</div><div>➤ Statement of Compliance (CA codes used)</div><div>➤ Preparer's Name/Address</div><div>➤ Date of Preparation/Revision Dates</div><div>➤ Architect/Engineer Name/Address</div><div>➤ Project Description</div><div>➤ Square Footage of Each Occupancy Group</div></div>
	Identify all existing and proposed structures and ground-mounted equipment. Please note on the site plan if the existing structures were built with the benefit of a permit or were built prior to 1962. (AS-BUILT permits are required for structures that were not built with a permit after 1962 and do not qualify for an exemption per County Ordinance.)	
	Location of all wells, water storage tanks, bodies of water, year round or seasonal watercourses, drainage ditches, NID ditches, agricultural/ irrigation lines and 100 year flood plains. Include distance from project to any well/water source closer than 100 ft. Water storage tanks used for fire prevention require a permit & Fire Dept. approval.	
	Location of all utilities (above and underground sources & lines) including water, sewage, electrical and phone lines.	
	Indicate location and layout of existing or proposed septic system. Including leach lines, septic and pump tanks, clean-outs, distribution system, layout and location of the 100% repair area, slope within the primary and repair area. If a M.U.S.D.A. has been designated and is shown on a recorded map, please include. Setback for a septic tank to any foundation is 5 ft and leach field to foundation is 8 ft.	
	Indicate the approximate location and surfacing of all existing conforming and/or permitted driveways.	
	Identify all easements (PG&E, telephone, water (NID), road, driveway, "No Access", etc.).	
	Identify all building setbacks. Please show all setbacks along the front, rear, interior and exterior sides. If a building envelope has been designated and is shown on a recorded map, please include. Please refer to Sec. L-II 4.2.5 of the zoning ordinance for assistance in determining accurate building setbacks.	
	Indicate distances from and uses of all structures, wells/septic (existing and proposed) that are close to building setbacks along the property lines.	
	<b>Characterization of slope and topography:</b> <ul style="list-style-type: none"><li>•The characterization of slope in the area of proposed work may be provided by the owner if the slope is less than 10% and a note is placed on the plans that the topography is depicted as per owner's representation.</li><li>•Contour intervals should be at a two (2') foot minimum and extend 50' feet beyond the proposed area of construction.</li><li>•If the slope in the area of construction exceeds 10% or if an engineered grading plan is required, provide a topographic survey prepared by a licensed Land Surveyor or Civil Engineer. If a professional survey is conducted, the surveyor or engineer must provide a wet stamp of certification on the site plan.</li></ul>	
	<b>Boundary Line Verification:</b> Development nearer than twice the building setback to any property line shall have said property line flagged by a licensed Land Surveyor or Civil Engineer authorized to practice land surveying. Prior to foundation inspection, a Boundary Line Verification Form (or the like) must be completed and submitted to CDA Staff or inspector. <u>Clearly note this on the cover sheet of the plans.</u>	
	<b>Percentage of coverage/square footage of all impervious surfaces</b> including all structures, covered decks, paved driveways, concrete areas, swimming pools, etc.	
	<b>Location of propane tank</b> (if applicable) indicating setbacks to structures and property lines. NOTE: 10 ft. minimum to structures and property lines, 5 ft. to septic tanks, 8 ft. to leach field (See CA Fire Code for more stringent setbacks depending on tank type/size). Aboveground tanks must meet minimum Building Setback requirements. All tanks above 4,000 ft elevation, or underground require a permit and Fire Dept. approval.	
	<b>Erosion Control</b> – Temporary and Permanent (Please refer to the Erosion Control and Best Management Practices Handout)	
	<b>Identify all stand-alone retaining walls.</b> Retaining walls over 4 ft in height from footing to top of wall <u>OR</u> support a surcharge require a permit and engineered calculations.	
	<b>Defensible space vegetation clearances.</b> Shown and noted (30' radius and 100' radius) per PRC Sec. 4291-4299 & County Ordinance	
	<b>Location and nature of any known or suspected soil or geological hazard areas.</b> (ie: mines, architectural sites, mineral resources, etc.)	
	<b>Indicate total amount and location of soil disturbance in square feet</b> (include driveway, house pad, septic system and other clearing).	
	<b>Grading Only:</b> Grading that is not exempt from permit per County Ordinance L-V 13.3 requires a grading permit. See the handout regarding engineered grading plans to determine if you need engineering. Indicate extent of cuts and fills (i.e. top & toe cut/fill) and the limits of grading for all the proposed grading work including borrows and stockpile areas. <b>An estimate of the quantities</b> of cuts and fills, including quantities to be moved on and off site. If material is leaving the site, provide location. Retaining wall plans/calculations and culvert drainage calculations (if applicable)	
	<b>Grading Only:</b> Site-specific cross sections (two or more) of all existing and proposed graded areas and locations of maximum cut and fills.	
	<b>New Construction Only:</b> Accurate location of all soils pit testing for septic system done on site with numbering corresponding with Environmental Health Site Approval Report. (perk and mantel)	
	<b>New Construction Only:</b> Identify all notes from any Recorded Map/Supplemental information that may restrict the use of property (required setbacks, fire flow requirements, dedicated right-of-way, archaeological sites, heritage oak trees over 36" in diameter, wetland/riparian areas).	
	<b>New Construction Only:</b> Also include a copy of encroachment permits, indicate the driveway width, slope, surface and curve radius. A complete driveway profile is required for grades greater than 15%. Please show the parking and turnaround area. Identify all culverts and drainage ditches. Driveways in excess of 400 ft require turnouts and a Fire Dept. approved turnaround area.	
	<b>New Construction Only:</b> Approved Legal Lot (If no previous development has been approved) See the handout on what a Legal Lot is. If you need assistance on determining if the subject parcel has been legally created please meet with the Planning Dept. for clarification.	
	<b>New Construction Only:</b> CBC Chapter 7A Fire Clearance Requirements – 30' radius and 100' radius	



**ORDINANCE NO. 2022-01**

**ORDINANCE OF THE CITY OF NEVADA CITY AMENDING TITLE 17 OF THE CITY OF NEVADA CITY MUNICIPAL CODE ADDING CHAPTER 17.82 – OBJECTIVE DESIGN STANDARDS FOR STREAMLINED AND MINISTERIAL RESIDENTIAL DEVELOPMENTS**

**WHEREAS**, on January 1, 2018, Senate Bill 35, intended to help address California's housing shortage, went into effect, requiring a streamlined and ministerial review process for multifamily housing projects with specific qualifications; and

**WHEREAS**, on September 16, 2021 Governor Gavin Newsom approved Senate Bill 9 (SB 9, Chapter 162) relating to the housing development containing two residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing and ministerially approve an urban lot split; and

**WHEREAS**, SB 9 and SB35, allows local agencies to impose objective zoning, subdivision, and design review standards; and

**WHEREAS**, there is a continued effort by the State of California to require jurisdictions to utilize a ministerial and streamlined process for specified of housing projects; this ministerial and streamlined process requires objective standards to address a variety of design concerns typically resolved during a discretionary design review process; and

**WHEREAS**, on \_\_\_\_\_, the Planning Commission held a duly noticed public hearing on the Zoning Code text amendment, and at which time, recommended approval of the proposed text amendment to the City Council of the City of Nevada City; and

**WHEREAS**, on \_\_\_\_\_ the City Council held a duly noticed public hearing on the Zoning Code text amendment at which all those wishing to be heard were allowed to speak or present written comments and other materials; and

**WHEREAS**, The proposed amendments are exempt from the requirements of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3) in that the amendments do not have the potential to cause a significant effect on the environment and are not subject to CEQA review. The amendments proposed will preserve and enhance aesthetic resources and each of the proposed amendments is necessary to conform the Code to State law, and any conceivable impact of the proposed amendments would be speculative in the absence of specific development proposals; and

**WHEREAS**, after this public hearing, the Council believes that amending the Nevada City Zoning Code, as follows, is required for public convenience, necessity and general welfare:

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



Section 1. The Council of the City of Nevada City finds, based on evidence and records presented, that amending Title 17 (Zoning) of the Nevada City Municipal Code, as follows, is required to result in more clear, effective and inclusive residential design objectives. Section 17.82.010 through section 17.82.030 are hereby added to read as follows:

**“CHAPTER 17.82 OBJECTIVE DESIGN STANDARDS FOR STREAMLINED AND MINISTERIAL RESIDENTIAL DEVELOPMENTS**

**17.82.010 Objective Design Standards – Purpose and Definitions**

- A. This Chapter establishes objective residential design standards that are primarily sourced from the City’s Design Guidelines. Typically, new residential development is required to go through the City’s discretionary Architectural Review process, which includes review for compliance with the City’s Design Guidelines. The Design Guidelines are subjective in nature and demonstrate preferences while allowing discretion and flexibility, and as such, cannot be enforced through a streamlined ministerial process. Objective Design Standards for Streamlined and Ministerial Residential Developments aim to incorporate the intent of the Nevada City Design Guidelines to the greatest extent possible, while complying with the intent of State legislation to facilitate and expedite the construction of housing in Nevada City
- B. Consistent with existing State Law, objective standards are those that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark.
- C. Floor Area Ratio (FAR) ) is the measurement of a building’s floor area in relation to the size of the lot/parcel that the building(s) is/are located on. FAR is expressed as a decimal number, and is derived by dividing the total area of the building by the total area of the parcel (building area ÷ lot area).
- D. Residential developments that are subject to this Chapter must be consistent with each of the standards below. If any of the standards are undesirable to the applicant, the applicant may opt to go before the Architectural Review Committee for consideration of an alternative proposal for the standard(s) specified by the applicant.
- E. Massing breaks shall mean dividing a large form into linked smaller forms by incorporating recessing and projecting elements to avoid flat monotonous facades

**17.82.020 Applicability.**

- A. The provisions of this Chapter apply to all single-family and multi-family residential projects which upon applicant request and demonstration of eligibility, qualify for streamlined and ministerial processing.

17.82.030 Objective Residential Design Standards.

A. Neighborhood Compatibility.

1. Residential projects of at least two dwelling units on a single lot, including Accessory Dwelling Units, located within or abutting properties zoned R1 (single-family residential) or RR (Rural Residential) shall orient dwelling unit entrances to face the street except that if topographic or other site constraints prevent such orientation, the entrance shall be screened from neighboring properties with landscaping and/or fencing.
2. Duplexes, triplexes, and fourplexes within or abutting properties zoned R1 (single-family residential) or RR (Rural Residential) shall include individual front doors and interior stairs (when stairs are needed).
3. Except Accessory Dwelling Units (ADUs) or Junior Accessory Dwelling Units (JADUs) constructed pursuant to Chapter 17.72, all dwelling units constructed on a single lot within the R1 or RR zoning designations shall be detached. Where site conditions do not allow for detached units, only one entry door shall be oriented to face the front of the lot. Entry doors for subsequent dwelling units shall face the side or rear of the lot.
4. Floor Area Ratio: Any single-family lot within the R1 and/or RR zoning designations may be developed with an ADU, JADU consistent with provisions of 17.72, and two primary dwelling units consistent with provisions of 17.74, so long as the total building floor area, including proposed and existing buildings and accessory buildings, but excluding buildings exempt from building permit requirements, does not exceed a floor area ratio (FAR) of 0.5. Development plans must indicate the floor areas of all buildings, existing and proposed, on a lot.
5. For any unit developed within a converted garage, the garage door shall remain in place and look functional, or the garage door shall be removed. If the door is removed, the project shall include architectural features (including siding, doors, windows, trim and accent details), and landscaping (such as a landscape strip to disconnect the driveway from the building wall) so it is not apparent that the structure was originally a garage.
6. Any ADU taking advantage of reduced setbacks pursuant to Section 17.72.027, or dwelling unit taking advantage of reduced setbacks pursuant to 17.74.C.1 or C.2 shall not have doors or windows within such setback unless required to meet health and safety requirements

B. Building Design.

1. Elevation Themes:
  - a. Residential units on a single lot shall have the same roof material and

color.

- b. Multi-family projects in excess of five dwelling units which elect to construct both affordable units and market rate units within the same development, shall construct the affordable units and market rate units with the same exterior materials and details such that the units are not distinguishable.
- c. Blank walls (facades without doors, windows, landscaping treatments) shall be less than 30 feet in length along sidewalks, pedestrian walks, or publicly accessible outdoor space areas.

C. Roof Styles

- 1. The primary roof structure for residential units shall be designed with overhangs and gable ends. Secondary roof pitches, such as those over porches, may have a shed-style roof design.
- 2. The primary roof pitch shall be a minimum 6:12 and maximum 12:12 pitch and secondary roof pitches, such as those over porches, shall be a minimum of 4:12 pitch and a maximum not to exceed the primary roof pitch. Exception to this requirement may be made where the property has an existing dwelling unit and the proposed dwelling unit will match the roof-pitch of the existing.
- 3. Roof material shall be composite shingle, standing-seam metal, or bonderized corrugated metal

D. Siding Material and Profiles

- 1. New construction siding material outside the historic district shall be true brick, wood, or fiber cement and shall be installed in the following styles:
  - a. Horizontal oriented siding shall be paintable. It may be lapped or tongue-and-groove with a maximum exposure of 8 inches in one of the following profiles: Dutch lap, V-groove, traditional lap, beaded, beveled, Dolly Varden, or Teardrop
  - b. Vertical board-and-batten siding shall be paintable, un-grooved plywood or composite panels with applied vertical battens between 12 and 16 inches on center.
  - a. Shingle-style siding shall be paintable.
- 2. A single residential building may be designed with up to two of the above siding styles if the differentiated siding is separated by trim details and delineated by architectural function such as gable ends, stem walls, porches, floor levels, pop-outs, chases.
- 3. In addition to the maximum of two siding styles allowed per residential building, chimney chases, stem walls, and foundations shall be faced

with true stone or true brick.

E. Window style

1. Window casings shall be wood or paintable composite material with 3.5 to 6 inch trim, terminating in a horizontal sill detail that has a minimum  $\frac{3}{4}$  inch thickness, and with an optional apron trim below sill which shall not exceed the width of the window casing material. Exception to this requirement may be made where the property has an existing dwelling unit and the proposed dwelling unit will match the window casings of the existing unit.
2. Window material shall be wood, metal, or vinyl clad with 1.5 to 2 inch rails and stiles. Where muntins are used, they shall be a maximum of  $\frac{7}{8}$  inch wide.
3. If vertical corner boards are incorporated into the building design, they shall have an assembled width per side of 3.5 to 4.5 inches. Exception to this requirement may be made where the property has an existing dwelling unit and the proposed dwelling unit will match the corner boards of the existing.
4. Railings shall be painted or stained wood, paintable composite material, or painted/powder-coated wrought iron or tubular steel. Where tubular steel is used, they shall incorporate a wood or composite top cap.
5. New residential units shall incorporate double-hung, single-hung, and/or fixed window styles with a minimum of 1:1.5 width to height proportion for windows facing front or side yards. Light configurations shall be either a single light, true divided light, or simulated true divided light (whereby grids are fused to the glass).
6. If garages are constructed or remodeled and if windows are incorporated into the garage door, the windows shall be oriented horizontally along the top of the garage door and shall not be located within the bottom third of the garage door. Windows shall be square or rectangular in shape.
7. Trim surrounds shall be provided at all exterior window and door openings. In lieu of exterior window trim, windows can be recessed from wall plane by a minimum of three inches.
8. A minimum of  $\frac{5}{8}$  inch thickness is required for panel siding. Battens are required to be incorporated into the design for a board and batt appearance.

F. Massing/Articulation.

1. Multifamily development in excess of five units shall have a minimum of two features such as balconies, dormers, patios and/or, individualized

entries. In addition, accent materials shall be incorporated into each project building.

2. Buildings over two stories tall shall have major massing breaks at least every 100 feet along any street frontage, adjacent to a public park, publicly accessible outdoor space, or designated open space, through the use of varying setbacks and/or building entries. Major breaks shall be a minimum of 30 inches deep and four feet wide and extend the full height of the building.
3. Buildings shall have minor massing breaks at least every 30 feet along the street frontage, through the use of varying setbacks, building entries and recesses, or structural bays. Minor breaks shall be a minimum of 12 inches deep and four feet wide and extend the full height of the building.

G. Outdoor/Common Space.

1. Multifamily development in excess of five units, shall incorporate a minimum of 40 square feet of private outdoor space directly adjacent to each unit each. For the purposes of this standard, private outdoor space is defined as outdoor space that is usable and accessible only to the building residents and their visitors, but not to the general public.
2. A minimum of 3,000 square feet of Common useable open space is required for all multifamily development projects with at least ten units plus 200 square feet for every additional unit. The City may grant up to a 50% reduction of the required open space when a project is located directly adjacent to public park or open space.
3. Outdoor seating shall be provided at common usable open space areas and outside of laundry facilities.
4. Multifamily developments (except Senior restricted multifamily developments) exceeding twenty units shall have two outdoor areas, one for adults and one for a child play area. For the purpose of this standard, adult open space does not include play equipment, but does include tables with seating.
5. Multifamily developments (except Senior restricted multifamily developments) - exceeding 50 units shall have three open space areas, one for adults, one for teenagers, and one for younger children. For the purpose of this standard, adult open space does not include play equipment, but does include tables with seating, and teenage outdoor areas include sports fields, age- appropriate park equipment, or other recreational equipment.
6. Play equipment for children under the age of five shall be included in child play areas. The play area must be visible to as many units as possible to provide casual surveillance and be separated from traffic.

Benches or picnic tables for adults that are accompanying younger children shall be provided.

7. For any project whereby new landscaping is proposed, pursuant to California Code of Regulations Section 492.1, prior to building permit issuance submit to the Planning Department a Landscape Documentation Package consistent with Section 492.3. Upon approval of the Landscape Documentation Package by the local agency, the project applicant shall:
  - a. Receive a permit or approval of the plan check or design review and record the date of the permit in the Certificate of Completion
  - b. Submit a copy of the approved Landscape Documentation Package along with the record drawings, and any other information to the property owner or his/her designee; and
  - c. Submit a copy of the Water Efficient Landscape Worksheet to the local water purveyor

#### H. Site Design.

1. For multifamily projects in excess of five dwelling units, when dwelling units are abutting open space areas, a minimum of one window from each dwelling shall be located to overlook common area.
2. Garages shall be designed to include a minimum of two of the following from the main building(s): siding materials, detailing, roof materials, and colors.
3. Attached carports are not permitted (detached carports are required to be reviewed by the Architectural Review Committee)
4. Controlled entrances to parking facilities (gates, doors, etc.) shall be located a minimum of 18 feet from the back of sidewalk, in order to accommodate one vehicle entering the facility.
5. For multifamily projects in excess of five dwelling units, where bicycle parking is not visible from the street, directional signage shall be included at the main building entrance.
6. Screen all parking areas, covered and uncovered, from public street frontages. Screening may be accomplished through building placement, landscaping, a planted earth berm, planted fencing, topography, or some combination of the above. Landscaping used for screening purposes shall be no less than 15 feet wide (from the back of sidewalk or street curb to the parking lot paving, whichever is greater).

#### I. Accessory Elements.

1. Perimeter fencing utilized along a public street shall be constructed of decorative iron, pre-painted welded steel, or wood picket material.

2. Retaining walls shall not exceed 10-feet in height
3. Retaining walls in excess of four feet in height and which are visible from a public street, shall be screened with vegetation or else faced with true stone or true brick.
4. Refuse Containers:
  - a. Five units or less may be served by individual garbage containers. When individual garbage cans are used, they shall either fit in the garage or into a special enclosure.
  - b. Multifamily projects in excess of five units or more, shall provide dumpsters for garbage collection within a special enclosure.
  - c. When dumpsters are to be used, designers shall coordinate with the refuse pickup provider to determine the size and number of dumpsters required. Unless otherwise determined by the refuse pickup provider, dumpster capacity shall allow for a minimum of 80 gallons per unit per week.
  - d. Shield all dumpsters within an enclosure a minimum of six feet tall. Allow adequate size to accommodate the needed dumpsters and recycling containers. All enclosures and gates should be detailed to withstand heavy use. Provide wheel stops or curbs to prevent dumpsters from banging into walls of enclosure.
  - e. Locate dumpster enclosures so that no dwelling is closer than 20 feet (including those on abutting properties), or more than 100 feet from a residential unit. No minimum distance from dwellings is required if dumpsters are located within a fully enclosed room.”

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid and/or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Effective Date. This ordinance shall take effect on the 31st day following its adoption.

Section 4. Certification. The City Clerk shall certify to the passage and adoption of this ordinance as required by law

PASSED, APPROVED AND ADOPTED this \_\_\_\_th day of \_\_\_\_\_2022 by the following vote:

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:

---

DUANE STRAWSER, MAYOR

ATTEST:

---

Niel Locke, City Clerk

APPROVED AS TO FORM

---

Dean Pucci, City Attorney



**AGREEMENT FOR CONSULTANT SERVICES  
(Professional Drafting, Architecture, and Engineering Services)**

This AGREEMENT is made and entered into on this \_\_\_\_\_ day of MONTH, YEAR by and between the City of Nevada City ("City") and \_\_\_\_\_ ("Consultant"). The City and Consultant may be referred to individually by their respective designations or as a "Party" and collectively as the "Parties".

**RECITALS**

- A. The City desires to retain Consultant to provide Professional Drafting, Architecture, and Engineering Services, the Services set forth in detail in Exhibit A hereto, except as otherwise provided in this Agreement (the "Services").
- B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Consultant agree as follows:

**Section 1. Scope of Work.**

Consultant shall furnish and perform those Services described in detail in Exhibit A hereto and incorporated herein by this reference to the satisfaction of the City. Consultant shall not perform any work exceeding the scope of the Services described in Exhibit A, as limited by this Section, without prior written authorization from the City.

**Section 2. Time of Completion.**

Consultant's schedule for performance of the Service is as set forth in Exhibit A, hereto which is incorporated herein by this reference or within three hundred sixty-five (365) calendar days whichever is less. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement. Consultant shall commence performance of the services promptly upon receipt of written notice from the City to proceed.

**Section 3. Compensation**

- A. The compensation to Consultant for performance of the Services is set forth in Exhibit A hereto which attached hereto and by this reference incorporated herein. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City monthly for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business. As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all-inclusive compensation

that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the consultant and used in carrying out or completing the Services. Payments shall be in accordance with the schedule established in Exhibit A or elsewhere in this Agreement or its exhibits. As each payment is due, a statement describing the Service for which payment is requested shall be submitted to the City by the Consultant for review and approval by the City. At City's request, Consultant shall separately identify the charges for Services on Consultant's invoices that are performed for the city.
- C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the city pursuant to this Agreement. The City shall have the right to perform an audit of Consultant's relevant records pertaining to the charges.

#### **Section 4. Professional Ability: Standard of Quality.**

City has relied upon the professional training and ability of Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All services performed by Consultant under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

#### **Section 5. Indemnification.**

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City or its agents, servants or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents or employees.

#### **Section 6. Insurance.**

Without limiting Consultant's indemnification obligations provided for above, Consultant shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A:VII. Consultant shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Consultant has also been

obtained by the subcontractor.

- A. Workers' Compensation Coverage. If and to the extent required by California Law, Consultant shall obtain statutory workers' compensation insurance and employer's liability insurance to cover its employees. In the alternative, Consultants, may rely on self-insurance program to meet its legal requirements as long as the program of self-insurance complies with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the labor code of the State of California for all the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until (30) days prior written notice has been provided to City by the insurer by certified mail, return receipts requested.

The Workers' Compensation insurance required above shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City, of Hercules and their elected or appointed officials, officers, agents, and employees for losses paid under the terms of this policy which arise from the Services performed by the insured for the City.

- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with this Agreement. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satiation of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The City reserves the right to accept other forms and limits of insurance coverage that the City, in its sole directions, determines will adequately cover the insurable risk. The insurance shall be occurrence based insurance. Insurance written on claims made basis shall not be acceptable absent written authorization from the City.

- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all vehicle-related activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.

- D. Policy Endorsements. Each general liability insurance policy shall be endorsed with the following specific language:

- i. The City and its elected or appointed officials, employees and agents are included as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Named Insured.
- ii. The insurance afforded by this policy applies separately to each insured who is

seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insureds limit of liability.

- iii. The insurance provided herein shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City and its elected or appointed officers, officials, employees or agents shall be in excess of the insurance and shall not contribute with it.
- iv. The insurance provided by this policy shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City by certified mail, return receipt requested.
- v. Any failure to comply with the reporting requirements of the policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.

E. Insurance Certificates and Endorsements. Prior to commencing the Services under the Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by an authorized agent of the companies named. These documents must be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required forms and endorsement are submitted and approved by the City. Failure to provide the forms within the time period specified by the City may result in the award of this Agreement to another Consultant should the City, at its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of the Agreement.

F. Deductible and Self-Insured Retention. Any deductible or self-insured retentions must be declared to and approved by City.

G. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach.

## **Section 7. Subcontracts.**

Consultants may not subcontract any portion of the Services without written authorization of the City. This agreement constitutes written authorization of the City for those subcontractors identified in Appendix A as attached. If City consents to such subcontract, Consultant shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted.

Nothing in the Agreement shall create any contractual relationship between City and subcontractor, nor shall in create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise required by law.

## **Section 8. Assignment.**

Consultants shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's written consent shall be void.

## **Section 9. Entire Agreement.**

The Agreement represents the entire understanding of the City and Consultants as to those matters contained herein. No prior oral or written understanding shall be of force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

## **Section 10. Jurisdiction.**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from the Agreement shall be in the Superior Court of California with venue in Nevada County, California.

## **Section 11. Suspension of Service.**

Upon written request by Consultants, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

## **Section 12. Termination of Services.**

City may at any time, at its sole discretion, terminate all or any portion of the Services and the Agreement upon forty-five (45) days written notice to Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by the City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination plus any legitimate reimbursable expenses paid or incurred prior to the date of receipt of written notice of termination. Consultant shall not be entitled to payment for any Services performed or expenses incurred after the receipt of the notice of termination unless such payment is authorized in advance by the City in writing.

Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of the Agreement or under the terms of any written modification of the Agreement, or should Consultant violate any of the terms and conditions of the Agreement as it may be modified in writing from time-to-time, City may terminate the Agreement by providing Consultant with forty five (45) days written notice of such termination. The Consultant shall be compensated for all Services performed prior to the date of receipt of the notice of termination plus any legitimate reimbursable expenses paid or incurred to the date of receipt of written notice of termination. However, the City may deduct from the compensation

which may be owned to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination and continue in effect for as long as necessary to fulfill the purpose of Sections 5 and 6.

### **Section 13. Independent Contractor.**

Consultant shall in all respects be an independent contractor and not an agent or employee of the City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administration leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant shall submit complete w-9 upon execution of this Agreement and prior to the payment of any compensation hereunder.

### **Section 14. Ownership of Documents.**

Within thirty (30) days after Consultant substantially completes performance of the Service, or within thirty (30) days after the termination of this Agreement the Consultant shall deliver to the City all files, records, material and documents to relate to the Services or Consultant's performance thereof including without limitation, all finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services hereinafter "Work Product." It is expressly understood and agreed that all Work Product is the property of the City and not the property of the Consultant and shall become the sole property of the City upon payment to Consultant for such Services. The City shall have the exclusive right to use all Work Product in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense. Provide all work Product to City or any party the City may designate upon written request. Consultant may keep file copies of all Work Product for City. Use of any Work Product by the City for projects that are not the subject of this Agreement or for the purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant. For the purposes of this Agreement, Work Product does not include work files, computer hardware or software or other property owned or used by Consultant to perform the Services.

### **Section 15. Changes and/or Extra Work.**

Only the City Manager or his/her designee may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Consultant. Consultant expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or obligate the City to the payment of additional compensation. The failure of Consultant to secure the City Manager's or designee's written authorization for such extra and/or changed Services shall constitute a waiver of any and

all right to adjustment in the contract price due to such unauthorized Services, the Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such Services. In the event Consultant and City agree that the extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the City Manager or other duly authorized City official.

#### **Section 16. Compliance with Federal, State and Local Laws.**

Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, and laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

#### **Section 17. Retention of Records.**

Consultant and any subconsultants authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to Services and Consultant shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of the Agreement.

#### **Section 18. Severability.**

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

#### **Section 20. Entire Agreement; Amendment.**

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

#### **Section 21. Time of the Essence.**

The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices.

## Section 22. Written Notification.

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

### If to City:

City of Nevada City  
c/o City Manager  
317 Broad St.  
Nevada City, CA 95959  
Sean.Grayson@nevadacityca.gov

### If to Consultant:

First Name Last Name  
Title  
Address  
City, State Zip Code  
Email address

## Section 23. Execution

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. The exhibits should be initialed.

**IN WITNESS WHEREOF**, the parties hereby have executed this Agreement on the day first above written.

APPROVED BY:

CITY OF NEVADA CITY:

CONSULTANT:

\_\_\_\_\_  
Sean Grayson, City Manager

\_\_\_\_\_  
First and Last Name, Title

\_\_\_\_\_  
Gabrielle Christakes, Deputy City Clerk

\_\_\_\_\_  
First and Last Name, Title



## **APPENDIX A**

Provided Starting on the Next Page