



---

## GRASS VALLEY

### City Council Regular Meeting, Capital Improvements Authority and Redevelopment "Successor Agency"

---

Tuesday, July 26, 2022 at 7:00 PM

Council Chambers, Grass Valley City Hall | 125 East Main Street, Grass Valley, California

Telephone: (530) 274-4310 - Fax: (530) 274-4399

E-Mail: [info@cityofgrassvalley.com](mailto:info@cityofgrassvalley.com)

Web Site: [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com)

## AGENDA

Any person with a disability who requires accommodations to participate in this meeting should telephone the City Clerk's office at (530)274-4390, at least 48 hours prior to the meeting to make a request for a disability related modification or accommodation.

**Mayor Ben Aguilar, Vice Mayor Jan Arbuckle, Councilmember Bob Branstrom,  
Councilmember Hilary Hodge, Councilmember Tom Ivy**

## MEETING NOTICE

City Council welcomes you to attend the meetings electronically or in person at the City Hall Council Chambers, located at 125 E. Main St., Grass Valley, CA 95945. Regular Meetings are scheduled at 7:00 p.m. on the 2nd and 4th Tuesday of each month. Your interest is encouraged and appreciated.

This meeting is being broadcast "live" on Comcast Channel 17 by Nevada County Media, on the internet at [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com), or on the City of Grass Valley YouTube channel at <https://www.youtube.com/channel/UCdAaL-uwdN8iTz8bI7SCuPQ>.

Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to [public@cityofgrassvalley.com](mailto:public@cityofgrassvalley.com). Comments will be reviewed and distributed before the meeting if received by 5pm. Comments received after that will be addressed during the item and/or at the end of the meeting. Council will have the option to modify their action on items based on comments received. Action may be taken on any agenda item.

Agenda materials, staff reports, and background information related to regular agenda items are available on the City's website: [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com). Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Grass Valley website at [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com), subject to City staff's ability to post the documents before the meeting.

**Council Chambers are wheelchair accessible and listening devices are available. Other special accommodations may be requested to the City Clerk 72 hours in advance of the meeting by calling (530) 274-4390, we are happy to accommodate.**

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## ROLL CALL

**AGENDA APPROVAL** - *The City Council reserves the right to hear items in a different order to accomplish business in the most efficient manner.*

## REPORT OUT OF CLOSED SESSION

## INTRODUCTIONS AND PRESENTATIONS

**PUBLIC COMMENT** - *Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to public@cityofgrassvalley.com. Comments will be reviewed and distributed before the meeting if received by 5pm. Comments received after 5pm will be addressed during the item and/or at the end of the meeting. Council will have the option to modify their action on items based on comments received. Action may be taken on any agenda item. There is a time limitation of three minutes per person for all emailed, voicemail, or in person comments, and only one type of public comment per person. For any items not on the agenda, and within the jurisdiction or interest of the City, please come to the podium at this time. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item is announced. When recognized, please begin by providing your name and address for the record (optional).*

**CONSENT ITEMS** - *All matters listed under the Consent Calendar are to be considered routine by the City Council and/or Grass Valley Redevelopment Agency 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 and/or Grass Valley Redevelopment Agency votes on the motion to adopt, members of the Council and/or Agency, staff or the public request specific items to be removed from the Consent Calendar for separate discussion and action but Council action is required to do so (roll call vote). Unless the Council removes an item from the Consent Calendar for separate discussion, public comments are invited as to the consent calendar as a whole and limited to three minutes per person.*

1. Approval of the Regular Meeting Minutes of July 12, 2022.

**Recommendation:** Council approve minutes as submitted.

2. Assembly Bill 361 Resolution

**Recommendation:** Adopt resolution R2022-62 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

3. Local Emergency Proclamation (COVID-19)

**Recommendation:** Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

4. Local Emergency Proclamation (Drought Conditions)

**Recommendation:** Drought Conditions proclamation declaring a Local State of Emergency

5. Local Emergency Proclamation (Winter Storm of December 27th, 2021)  
**Recommendation:** Winter Storm of December 27th, 2021 proclamation declaring a Local State of Emergency
6. Revision to Resolution No. 2022-44 That called for the consolidation of general election with Nevada County.  
**Recommendation:** Adopt Resolution No. 2022-61 that revises Resolution No. 2022-44 to include the reimbursement of the County of Nevada for the services performed on behalf of the City for the General Municipal Election on Tuesday, November 8, 2022, for the election of two City Council Members.
7. 2022 Fueling Station Construction Project- Authorization to Award Contract  
**Recommendation:** That Council 1) award a contract for the 2022 Fueling Station Construction Project to GEMS Environmental Management Services, Inc, 2) authorize the Mayor to execute the construction contract, subject to legal review and, 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount.
8. CalOES Funding Agreements - Approve Authorized Representatives  
**Recommendation:** That Council adopt a resolution designating the City Manager and City Engineer as the authorized representatives to engage with the California Governor's Office of Emergency Services (CalOES)
9. Annual Approval of the Consumer Price Index (CPI) Adjustment to the Special Emergency Medical and Fire Response Tax.  
**Recommendation:** That Council 1) Approve a rate increase to the Special Emergency Medical and Fire Response Tax of 7.0% based on the December 2021 CPI. 2) Adopt Resolution 2022-64 requesting that the Nevada County Auditor place the adjusted special tax on the FY 22/23 property tax rolls.
10. Second Reading of Ordinance #817, Amending sections 9.08.030 of Chapter 9.08 of Title 9 of the Grass Valley Municipal Code regarding offenses against Public Peace and Decency  
**Recommendation:** Hold a second reading by Title Only and Adopt Ordinance #817, Amending sections 9.08.030 of Chapter 9.08 of Title 9 of the Grass Valley Municipal Code regarding offenses against Public Peace and Decency
11. Grass Valley Management & Supervisory Professional & Confidential Employees - Unit 1 Memorandum of Understanding - July 1, 2021 - June 30, 2023  
**Recommendation:** Adopt Resolution No. 2022-66 approving the Labor Memorandum of Understanding for a one-year period beginning July 1, 2022 through June 30, 2023 between the City of Grass Valley and the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1).

**ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION OR SEPARATE ACTION AND / OR ANY ADDED AGENDA ITEMS**

**REORGANIZATION RELATED ITEMS**

**PUBLIC HEARING**

[12.](#) CDBG Memorial Park Public Facilities Improvement Project - Program Amendment for Program Income Expenditure Increase.

**Recommendation:** That Council convene a public hearing and authorize a Community Development Block Grant (CDBG) program budget amendment to allocate additional Program Income (PI) towards the CDBG Memorial Park Public Facilities Improvement Project and adopt Resolution 2022-65.

**ADMINISTRATIVE**

[13.](#) Consideration of a School Resource Officer agreement with the Grass Valley School District

**Recommendation:** Approve the agreement between the Grass Valley School District and the Grass Valley Police Department to provide School Resource Officer services

[14.](#) Countywide Sales Tax for Emergency Services

**Recommendation:** That Council 1) discuss the proposed countywide sales tax increase for emergency services, focusing on vegetation management, and 2) provide direction to staff.

**BRIEF REPORTS BY COUNCIL MEMBERS**

**ADJOURN**

**POSTING NOTICE**

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, July 26, 2022 at 7:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Thursday, July 21, 2022.

\_\_\_\_\_  
Taylor Day, Deputy City Clerk





---

## GRASS VALLEY

### City Council Regular Meeting, Capital Improvements Authority and Redevelopment "Successor Agency"

---

Tuesday, July 12, 2022 at 7:00 PM

Council Chambers, Grass Valley City Hall | 125 East Main Street, Grass Valley, California

Telephone: (530) 274-4310 - Fax: (530) 274-4399

E-Mail: [info@cityofgrassvalley.com](mailto:info@cityofgrassvalley.com)

Web Site: [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com)

## MINUTES

### CALL TO ORDER

Meeting called to order at 7:05 pm.

### PLEDGE OF ALLEGIANCE

Pledge of allegiance led by Mayor Aguilar.

### ROLL CALL

#### PRESENT

Council Member Hilary Hodge

Council Member Tom Ivy

Vice Mayor Jan Arbuckle

Mayor Ben Aguilar

#### ABSENT

Council Member Bob Branstrom

### AGENDA APPROVAL -

Motion to approve agenda by Vice Mayor Arbuckle, Seconded by Council Member Hodge.

Voting Yea: Council Member Hodge, Council Member Ivy, Vice Mayor Arbuckle, Mayor Aguilar

### REPORT OUT OF CLOSED SESSION

No closed session.

### INTRODUCTIONS AND PRESENTATIONS

1. Presentation by Grass Valley Police Department and Bright Futures for Youth related to the summer GREAT Camp

### PUBLIC COMMENT -

In person comments by: Ralph Silberstein & Ray Byers

Virtual Public comments: Attached

**CONSENT ITEMS -**

Change to item number 7 to change the alternative voting delegate from Mayor Aguilar to Council Member Ivy.

Motion made by Vice Mayor Arbuckle, Seconded by Council Member Ivy.

Voting Yea: Council Member Hodge, Council Member Ivy, Vice Mayor Arbuckle, Mayor Aguilar

2. Approval of the Regular Meeting Minutes of June 28, 2022.

**Recommendation:** Council approve minutes as submitted.

3. Assembly Bill 361 Resolution

**Recommendation:** Adopt resolution R2022-60 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

4. Local Emergency Proclamation (COVID-19)

**Recommendation:** Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

5. Local Emergency Proclamation (Drought Conditions)

**Recommendation:** Drought Conditions proclamation declaring a Local State of Emergency

6. Local Emergency Proclamation (Winter Storm of December 27th, 2021)

**Recommendation:** Winter Storm of December 27th, 2021 proclamation declaring a Local State of Emergency

7. Appointment of Council Member Arbuckle as the voting delegate and Council Member Ivy and Council Member Bob Branstrom as alternates for League of California Cities 2022 Annual Conference meeting

**Reccomendation:** That Council appoint Council Member Arbuckle as the voting delegate and Council Member Ivy and Council Member Bob Branstrom as the alternates for the 2022 League Annual Conference on September 7-9, 2022.

8. 2022 Annual Measure E Street Rehabilitation Project - Authorization to Bid

**Recommendation:** That Council 1) approve the findings that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA); and 2) authorize the advertisement for bids.

9. Promotion of Deputy Fire Marshal to Fire Marshal

**Recommendation:** That Council 1) approve the Fire Department's proposal to enhance services with the promotion of the Fire Captain Deputy Fire Marshal to Battalion Chief Fire Marshal 2) approve the updated job description for Fire Marshal Battalion Chief.

**ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION OR SEPARATE ACTION AND / OR ANY ADDED AGENDA ITEMS**

**REORGANIZATION RELATED ITEMS**

**PUBLIC HEARING**

**ADMINISTRATIVE**

10. Introduction of an ordinance amending section 9.08.030 of chapter 9.08 of Title 9 of the Grass Valley Municipal Code regarding offenses against public peace and decency

**Recommendation:** Introduce the attached ordinance, waive full reading, and read by Title Only

Alex Gammelgard, Police Chief, gave overview of ordinance to the Council.

Motion made to Introduce the attached ordinance, waive full reading, and read by Title Only Vice Mayor Arbuckle, Seconded by Council Member Hodge.

Voting Yea: Council Member Hodge, Council Member Ivy, Vice Mayor Arbuckle, Mayor Aguilar

11. Fire Prevention Vegetation Inspection Program and Fee (Draft Proposal)

**Recommendation:** That Council provide staff direction on a potential Fire Prevention Vegetation Inspection Program.

Tim Kiser, City Manager, gave presentation to the Council looking for its input on creating a Fire Prevention Vegetation Inspection Program.

Council discussed wanting to move forward and having staff bring forward a draft of what this program would look like. Council also want to make sure that there will be an element of education in this program during the inspections. Mark Buttron, Fire Chief, informed the council that the fee would cover the ability to hire an employee to achieve these inspections. Council also would like to look for some sort of assistance program possibility.

Public comment attached.

**BRIEF REPORTS BY COUNCIL MEMBERS**

Council Member Hodge would like to thank Cal Fire and every fire agency that helped during the fire, the Nevada County Fair Grounds for hosting the fire agencies, Music in the Mountain for being able to move all of their events and vendors, and thank you to all the vendors that were being able to move on a last minute notice. She thinks that there is no other community that would have come together like Nevada County did in a time of need. Council Member Ivy had nothing to report. Vice Mayor Arbuckle attended a NCTC special meeting, the Music in the Mountain showing of Pirates of the Caribbean, the 4th of July parade, the GVDA board meeting, and a Master Plan on ageing meeting. Mayor Aguilar spoke to a local Rotary club, attended a New Day fundraiser, a LafCo meeting, a Thursday Night Market, and the 4th of July Parade. He would also like to say thank you to the sponsors of the Fire Work Show.

**ADJOURN**

Meeting was adjourned at 8:17 pm.

---

Ben Aguilar, Mayor

---

Taylor Day, Deputy City Clerk

**Taylor Day**

---

**From:** Teanna Dummett <info@sg.actionnetwork.org>  
**Sent:** Monday, June 13, 2022 9:49 PM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative,

We the Nevada County Sunrise chapter are requesting that the General Plan be updated to address the climate emergency. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This includes our request for the immediate halting of the Idaho Maryland Mine project, initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the wellbeing of Nevada County's biodiversity and watershed.

We ask that Nevada County set precedence in climate action and we encourage the county to look toward leaders in sustainability such as Truckee's recent climate action and mitigation plans.

Thank you for your consideration,  
Sunrise Nevada County

Teanna Dummett  
teannadummett@gmail.com  
13320 Anvil Rd  
Grass Valley, California 95945

**Taylor Day**

---

**From:** Evan Vanderwouw <info@sg.actionnetwork.org>  
**Sent:** Monday, June 13, 2022 10:09 PM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative,

I am a sixteen year old Sunrise member who cares deeply about the climate crisis. Every year the heat waves, drought, and wildfires get worse. It's alarming knowing this will only get worse. Worse yet, it does not seem to me that our community is doing adequate planning for this looming catastrophe.

We the Nevada County Sunrise chapter are requesting that the General Plan be updated to address the climate emergency. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This includes our request for the immediate halting of the Idaho Maryland Mine project, initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the wellbeing of Nevada County's biodiversity and watershed.

We ask that Nevada County set precedence in climate action and we encourage the county to look toward leaders in sustainability such as Truckee's recent climate action and mitigation plans.

Thank you for your consideration,  
Sunrise Nevada County

Evan Vanderwouw  
evan.vanderwouw@gmail.com  
10802 Arrow Point Pl.  
Grace Valley, California 95945

**Taylor Day**

---

**From:** Lily <info@sg.actionnetwork.org>  
**Sent:** Tuesday, June 14, 2022 11:36 AM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative,

We the Nevada County Sunrise chapter are requesting that the General Plan be updated to address the climate emergency. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This includes our request for the immediate halting of the Idaho Maryland Mine project, initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the wellbeing of Nevada County's biodiversity and watershed.

We ask that Nevada County set precedence in climate action and we encourage the county to look toward leaders in sustainability such as Truckee's recent climate action and mitigation plans.

Thank you for your consideration,

Lily

Sunrise Nevada County

Lily

lhealy27@gmail.com

11309 Orion way

Grass valley, California 95949



**Taylor Day**

---

**From:** Lila Frisher <info@sg.actionnetwork.org>  
**Sent:** Tuesday, June 14, 2022 11:56 AM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative,

We the Nevada County Sunrise chapter are requesting that the General Plan be updated to address the climate emergency. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This includes our request for the immediate halting of the Idaho Maryland Mine project, initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the wellbeing of Nevada County's biodiversity and watershed.

We ask that Nevada County set precedence in climate action and we encourage the county to look toward leaders in sustainability such as Truckee's recent climate action and mitigation plans.

Thank you for your consideration,  
Sunrise Nevada County

Lila Frisher  
lfrisher@gmail.com  
12374 Larkspur Lane  
Grass Valley, California 95949



**Taylor Day**

---

**From:** Sascha Roberts <info@sg.actionnetwork.org>  
**Sent:** Tuesday, June 14, 2022 5:42 PM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative,

We the Nevada County Sunrise chapter are requesting that the General Plan be updated to address the climate emergency. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This includes our request for the immediate halting of the Idaho Maryland Mine project, initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the wellbeing of Nevada County's biodiversity and watershed.

We ask that Nevada County set precedence in climate action and we encourage the county to look toward leaders in sustainability such as Truckee's recent climate action and mitigation plans.

Thank you for your consideration,  
Sunrise Nevada County

Sascha Roberts  
23robertsr@student.njuhsd.com  
10139 Alta Vista drive  
Grass Valley , California 95945

**Taylor Day**

---

**From:** Barbara Rivenes <info@sg.actionnetwork.org>  
**Sent:** Wednesday, June 15, 2022 9:44 AM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative,

I would like to request that the General Plan be updated to address the climate emergency. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This request can include initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the wellbeing of Nevada County's biodiversity and watershed.

I ask that Nevada County set precedence in climate action and we encourage the county to look toward leaders in sustainability such as Truckee's recent climate action and mitigation plans.

We simply must stop dragging our feet and meet this climate challenge head-on. We're a wonderful, caring community and can find citizen help in moving this forward.

Thank you for your consideration,  
Barbara Rivenes

Barbara Rivenes  
barbrivenes@gmail.com  
108 Bridger Ct  
Grass Valley, California 95945

**Taylor Day**

---

**From:** Don Rivenes <info@sg.actionnetwork.org>  
**Sent:** Wednesday, June 15, 2022 1:40 PM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative,

On behalf of Nevada County Climate Action Now I am writing in support of the Nevada County Sunrise chapter who is requesting that the General Plan be updated to address the climate emergency. Our NCCAN members are volunteers with each of the local Energy Action Plan working groups. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This includes our request for the immediate halting of the Idaho Maryland Mine project, initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the well-being of Nevada County's biodiversity and watershed.

We further ask that Nevada County, Grass Valley and Nevada City set climate action as a top priority and we encourage the county and cities to look toward leaders in sustainability such as the Town of Truckee with its recent work on climate action and mitigation plans.

Thank you for your consideration,  
Don Rivenes, Coordinator  
Nevada County Climate Action Now

Don Rivenes  
rivenes@sbcglobal.net  
108 Bridger Ct  
Grass Valley, California 95945

**Taylor Day**

---

**From:** Shirley Freriks <info@sg.actionnetwork.org>  
**Sent:** Wednesday, June 15, 2022 6:01 PM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative,

As an elder supporter of the Nevada County Sunrise chapter, I am requesting that the General Plan be updated to address the climate emergency. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This includes my request for the immediate halting of the Idaho Maryland Mine project, initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the wellbeing of Nevada County's biodiversity and watershed.

I ask that Nevada County set precedence in climate action and encourage the county to look toward leaders in sustainability such as Truckee's recent climate action and mitigation plans.

Thank you for your consideration,  
Supporter of Sunrise Nevada County

Shirley Freriks  
sfreriks@mcn.org  
144 Sierra Blanca Ct  
Grass Valley, California 95945



## Taylor Day

---

**From:** Sammy Eckl <info@sg.actionnetwork.org>  
**Sent:** Thursday, June 16, 2022 5:48 PM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative[s],

One of the main reasons my family wanted to move to this area was because the air is pure. Mines make the air unclean. Gold mining is not a reliable way to make the world a better place; only love and unity can sufficiently do that.

The standards and precepts which Nevada County Sunrise requests, including swiftly stopping the Idaho Maryland Mine project, strategies and plans to reach carbon net neutrality, and prioritizing the succoring of Nevada County's biodiversity and watershed are, if carried out, honorable acts, not just because they are what the people want, but more essentially because they are conducive to the welfare of the world at large.

Respect beseems you for overseeing and managing our county, and my good will lies upon your forbearance while toiling with these commendable and precious deeds which we fervently proffer.

Thank you for your attention,  
Sammy Eckl on behalf of Sunrise Nevada County

Sammy Eckl  
sjeckl@icloud.com  
3236370107  
Grass Valley, California 95945

**Taylor Day**

---

**From:** Ariana Woods <info@sg.actionnetwork.org>  
**Sent:** Thursday, June 16, 2022 6:57 PM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative,

We the Nevada County Sunrise chapter are requesting that the General Plan be updated to address the climate emergency. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This includes our request for the immediate halting of the Idaho Maryland Mine project, initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the wellbeing of Nevada County's biodiversity and watershed.

We ask that Nevada County set precedence in climate action and we encourage the county to look toward leaders in sustainability such as Truckee's recent climate action and mitigation plans.

Thank you for your consideration,  
Sunrise Nevada County

Ariana Woods  
arirose.aw@gmail.com  
268 Cornwall Ave.  
Grass Valley, California 95945





**Taylor Day**

---

**From:** shirley@burmaoaks.com <info@sg.actionnetwork.org>  
**Sent:** Friday, June 17, 2022 5:44 PM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative,

We the Nevada County Sunrise chapter are requesting that the General Plan be updated to address the climate emergency. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This includes our request for the immediate halting of the Idaho Maryland Mine project, initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the wellbeing of Nevada County's biodiversity and watershed.

We ask that Nevada County set precedence in climate action and we encourage the county to look toward leaders in sustainability such as Truckee's recent climate action and mitigation plans.

Thank you for your consideration,  
Sunrise Nevada County

shirley@burmaoaks.com  
12968 Burma Rd.  
Grass Valley, California 95945

**Taylor Day**

---

**From:** Lily Healy <info@sg.actionnetwork.org>  
**Sent:** Sunday, June 19, 2022 12:30 PM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative,

We the Nevada County Sunrise chapter are requesting that the General Plan be updated to address the climate emergency. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This includes our request for the immediate halting of the Idaho Maryland Mine project, initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the wellbeing of Nevada County's biodiversity and watershed.

We ask that Nevada County set precedence in climate action and we encourage the county to look toward leaders in sustainability such as Truckee's recent climate action and mitigation plans.

Thank you for your consideration,

-Lily

Sunrise Nevada County

Lily Healy

lhealy27@gmail.com

11309 Orion way

Grass valley, California 95949

**Taylor Day**

---

**From:** Victoria Oliver <info@sg.actionnetwork.org>  
**Sent:** Monday, June 20, 2022 1:54 PM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative,

We the Nevada County Sunrise chapter are requesting that the General Plan be updated to address the climate emergency. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This includes our request for the immediate halting of the Idaho Maryland Mine project, initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the wellbeing of Nevada County's biodiversity and watershed.

We ask that Nevada County set precedence in climate action and we encourage the county to look toward leaders in sustainability such as Truckee's recent climate action and mitigation plans.

Thank you for your consideration,  
Sunrise Nevada County

Victoria Oliver  
vmares73@gmail.com  
268 Cornwall Ave  
Grass Valley, California 95945

**Taylor Day**

---

**From:** William Ososki <info@sg.actionnetwork.org>  
**Sent:** Saturday, June 25, 2022 10:37 AM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear Ed Scofield,

The Nevada County Sunrise chapter and I are requesting that the General Plan be updated to address the climate emergency. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This includes our request for the immediate halting of the Idaho Maryland Mine project, initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the wellbeing of Nevada County's biodiversity and watershed.

We ask that Nevada County set precedence in climate action and we encourage the county to look toward leaders in sustainability such as Truckee's recent climate action and mitigation plans.

Thank you for your consideration,  
Sunrise Nevada County and William Ososki (Alta Sierra)

William Ososki  
ososki@aol.com  
17475 Aileen Way  
Grass Valley, California 95949

**Taylor Day**

---

**From:** George Dunstan <info@sg.actionnetwork.org>  
**Sent:** Wednesday, June 29, 2022 11:56 AM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative,

We the Nevada County Sunrise chapter are requesting that the General Plan be updated to address the climate emergency. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This includes our request for the immediate halting of the Idaho Maryland Mine project, initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the wellbeing of Nevada County's biodiversity and watershed.

We ask that Nevada County set precedence in climate action and we encourage the county to look toward leaders in sustainability such as Truckee's recent climate action and mitigation plans.

Thank you for your consideration,  
Ally of Sunrise Nevada County

George Dunstan  
gvgeode@gmail.com  
19595 Bow Valley Road  
Grass Valley, California 95945-8647



**Taylor Day**

---

**From:** Leah Schwinn <info@sg.actionnetwork.org>  
**Sent:** Saturday, July 2, 2022 7:41 PM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative,

We the Nevada County Sunrise chapter are requesting that the General Plan be updated to address the climate emergency. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This includes our request for the immediate halting of the Idaho Maryland Mine project, initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the wellbeing of Nevada County's biodiversity and watershed.

We ask that Nevada County set precedence in climate action and we encourage the county to look toward leaders in sustainability such as Truckee's recent climate action and mitigation plans.

Thank you for your consideration,  
Sunrise Nevada County

Leah Schwinn  
schwinn@sonic.net  
10548A Cedar Ave  
Grass Valley, California 95945

**Taylor Day**

---

**From:** mark Toelkes <info@sg.actionnetwork.org>  
**Sent:** Monday, July 4, 2022 9:00 AM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative,

We the Nevada County Sunrise chapter are requesting that the General Plan be updated to address the climate emergency. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This includes our request for the immediate halting of the Idaho Maryland Mine project, initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the wellbeing of Nevada County's biodiversity and watershed.

We ask that Nevada County set precedence in climate action and we encourage the county to look toward leaders in sustainability such as Truckee's recent climate action and mitigation plans.

Thank you for your consideration,  
Sunrise Nevada County

mark Toelkes  
marktoelkes@gmail.com  
10555 bragg ave  
Grass Valley, California 95945



**Taylor Day**

---

**From:** Beverly Martling <info@sg.actionnetwork.org>  
**Sent:** Monday, July 4, 2022 6:33 PM  
**To:** Public Comments  
**Subject:** Update the General Plan!

You don't often get email from info@sg.actionnetwork.org. [Learn why this is important](#)

Grass Valley Public Comment ,

Dear representative,

We the Nevada County Sunrise chapter are requesting that the General Plan be updated to address the climate emergency. We ask that your board include and prioritize climate mitigation and climate responsible action in all relevant city and county policies and procedures.

This includes our request for the immediate halting of the Idaho Maryland Mine project, initiation of plans and strategy to reach carbon net neutrality, and the prioritization of the wellbeing of Nevada County's biodiversity and watershed.

We ask that Nevada County set precedence in climate action and we encourage the county to look toward leaders in sustainability such as Truckee's recent climate action and mitigation plans.

Thank you for your consideration,  
Sunrise Nevada County

Beverly Martling  
martling@sbcglobal.net  
16726 Alexandra Way  
Grass Valley, California 95949

## Taylor Day

---

**From:** WIRELESS CALLER [REDACTED]  
**Sent:** Tuesday, July 12, 2022 7:50 PM  
**To:** Public Comments  
**Subject:** Voice Mail (43 seconds)  
**Attachments:** audio.mp3

Hi on your fire management of Tim's great idea, I would like the city to start and lead by example and clean the little plot there at the corner of Hanson Way and Colfax Ave and then come on over to Memorial Park and rake up the leaves and then go over to Condon Park and pick up the junk. All this dry, there are straight materials and piles everywhere around town. On city property is just outrageous. Who's going to pick it up? It's on your property and you're making rules for people who want to find people or charge people that have stuff on their property. You're being complete hypocrites. Carry on. Politicians, cities.

You received a voice mail from [WIRELESS CALLER](#)

---

**Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.**

[Set Up Voice Mail](#)

## Taylor Day

---

**From:** WIRELESS CALLER [REDACTED]  
**Sent:** Tuesday, July 12, 2022 7:10 PM  
**To:** Public Comments  
**Subject:** Voice Mail (2 minutes and 9 seconds)  
**Attachments:** audio.mp3

Hello, this is Matthew Coulter from public comment at the City Council meeting, July 12th, 2022. I'd like to say that you guys are corrupt or ignorant or both of what's going on in town with the corruption, the lack of police effort on real crime while they West waste time with me, with restraining orders for the mayor. For God knows what. Can't wait to find out on Friday what is major malfunction is and what's hurting him so severely. Should be interesting as well as the contractor at Memorial Park getting a restraining order who has violated air quality for California federal and local government as well as water quality pumping water mud directly into the Creek and waste product directly into the Creek. I have it all on film. You're welcome to it, but you guys don't care. You don't care about the destruction and the theft of historical artifacts from the park. You don't care that people are just drunk and stumbling on our streets. You don't care that every doorway is become a homeless place to live overnight on new people that are being dropped off at Neal St Safeway constantly. Just hang out down there in the evening or early in the morning, watch you gets dropped off. So my request to you is work on some of the fire stuff. I know you guys know what a dry leaf is. There's piles of them at Memorial Park that can be raked up piles, piles of storm damage still hasn't been cleaned up. So maybe you can help out. Maybe we can have a volunteer day and we can all go out there together and put our gloves on and clean up. Maybe we can get that going because we used to do that type of thing around town before Tim Kaiser, the freaking Nazi, decided to take over the town. Thank you.

You received a voice mail from [WIRELESS CALLER](#).

---

**Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.**

[Set Up Voice Mail](#)



**City of Grass Valley  
City Council  
Agenda Action Sheet**

**Title:** Assembly Bill 361 Resolution

**Recommendation:** Adopt resolution R2022-62 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

**Prepared by:** Taylor Day, Deputy City Clerk

**Council Meeting Date:** 7/26/2022

**Date Prepared:** 7/18/2022

**Agenda:** Consent

**Background Information:** On March 4, 2020, the Governor of California proclaimed a state of emergency pursuant to government code section 8625. Assembly Bill 361 went into effect October 1<sup>st</sup>, 2021, it allows legislative bodies to hold public meetings by teleconference without reference to otherwise applicable requirements in the Government Code section 54953(b)(3). The option for teleconferencing is allowed so long as the legislative body complies with certain requirements, there exists a declared state of emergency, and one of the following circumstances is met: 1) State or local officials have imposed or recommended measures to promote social distancing. 2) The legislative body (City Council) is holding the meeting for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees. 3) The legislative body (City Council) has determined, by majority vote, that meeting in person would present imminent risks to the health or safety of attendees. This action will allow City Council and all other legislative bodies to continue with virtual meetings as has been done throughout the COVID-19 pandemic. Live streamed meetings will continue to be available via the City's website, as will the option to leave public comments in real time via voicemail or email.

**Council Goals/Objectives:** Approval of AB 361 Resolution executes portions of City Strategic Goal #6: Public Safety. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

**Fiscal Impact:** N/A

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** \_\_\_ City Manager

**Attachments:** R2022-60

## RESOLUTION NO. 2022-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY  
 AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL  
 AND OTHER LEGISLATIVE BODIES OF THE CITY PURSUANT TO GOVERNMENT  
 CODE SECTION 54953(e)

WHEREAS, Government Code section 54953(e), as amended by Assembly Bill No. 361, allows legislative bodies to hold open meetings by teleconference without reference to otherwise applicable requirements in Government Code section 54953(b)(3), so long as the legislative body complies with certain requirements, there exists a declared state of emergency, and one of the following circumstances is met:

1. State or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body is holding the meeting for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body has determined, by majority vote, that meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, the Governor of California proclaimed a state of emergency pursuant to Government Code section 8625 on March 4, 2020; and

WHEREAS, the City Council previously adopted Resolution No. 59 on October 26, 2021 finding that the requisite conditions exist for the City Council and other legislative bodies of the City, including the Planning Commission, Development Review Commission, and Historical Commission to conduct teleconference meetings under California Government Code section 54953(e); and

WHEREAS, Government Code section 54953(e)(3) requires the legislative body adopt certain findings by majority vote within 30 days of holding a meeting by teleconference under Government Code section 54953(e), and then adopt such findings every 30 days thereafter; and

WHEREAS, the City Council desires to continue holding its public meetings by teleconference consistent with Government Code section 54953(e), and to authorize other legislative bodies of the City, including the Planning Commission, Development Review Commission, and Historical Commission to do the same.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRASS VALLEY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Conditions are Met. The City Council hereby finds and declares the following, as required by Government Code section 54953(e)(3):

1. The City Council has reconsidered the circumstances of the state of emergency declared by the Governor pursuant to his or her authority under Government Code section 8625; and
2. The state of emergency continues to directly impact the ability of members of the City Council and other legislative bodies of the City to meet safely in person.

Section 3. Meeting Requirements. All meetings held pursuant to Government Code section 54953(e) shall comply with the requirements of that section and all other applicable provisions of the Ralph M. Brown Act (Government Code section 54950 et seq.).

Section 4. Regular Findings. Pursuant to Government Code section 54953(e)(3), if the Town Council desires to continue holding its public meetings by teleconference consistently with Government Code section 54953(e), it shall make findings not later than 30 days after the meeting at which this Resolution was adopted, and every 30 days thereafter, as required by that section.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of City of Grass Valley, this 26th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Ben Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Taylor Day, Deputy City Clerk

---

Michael Colantuono, City Attorney



**City of Grass Valley  
City Council  
Agenda Action Sheet**

**Title:** Local Emergency Proclamation (COVID-19)

**Recommendation:** Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

**Prepared by:** Timothy M. Kiser, City Manager

**Council Meeting Date:** 7/26/2022

**Date Prepared:** 7/18/2022

**Agenda:** Consent

**Background Information:** On March 5, 2020 the City Manager, acting as the Director of Emergency Services for the City of Grass Valley and the Disaster Council (Vice Mayor Aguilar and Councilmember Arbuckle), declared a local State of Emergency to ensure emergency personnel can obtain equipment and resources in the most timely and effective manner. In accordance with the Emergency Services Act Section 8630 (b) the governing body must ratify the declared emergency within 7 days for it to remain in effect. On March 10, 2020, at the Grass Valley City Council Meeting, the City Council approved Resolution 2020-09, Proclamation of Local Emergency. The City Council shall review, at its regularly scheduled meeting until the local emergency is terminated, the need for continuing the local emergency.

**Council Goals/Objectives:** Continuance of the proclamation declaring a Local State of Emergency due to prepare against coronavirus COVID-19 executes portions of City Strategic Goal #6: Public Safety. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

**Fiscal Impact:** The changing variants of COVID19 make it very difficult to anticipate the Fiscal Impact moving forward. For FY 2022/23, it appears the impacts will be minimal compared to previous years, but due to the constantly changing impacts of COVID-19 the actual fiscal impact may change.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** \_\_\_ City Manager

**Attachments:** None





**City of Grass Valley  
City Council  
Agenda Action Sheet**

**Title:** Local Emergency Proclamation (Drought Conditions)

**Recommendation:** Drought Conditions proclamation declaring a Local State of Emergency

**Prepared by:** Timothy M. Kiser, City Manager

**Council Meeting Date:** 7/26/2022

**Date Prepared:** 7/18/2022

**Agenda:** Consent

**Background Information:** On May 10, 2021, Governor Newsom modified a State of Emergency Proclamation that declared that a State of Emergency to exist in California due to severe drought conditions to include 41 counties, including Nevada County. The Proclamation directed state agencies to partner with local water suppliers to promote conservation through the Save Our Water campaign, a critical resource used by Californians during the 2012-2016 drought. Some municipalities have already adopted mandatory local water-saving requirements, and many more have called for voluntary water use reductions.

Nevada Irrigation District (NID) declared a drought emergency throughout the District's service area on April 28, 2021, which includes portions of the City of Grass Valley, and requested that customers conserve 10 percent of their normal water usage. Both NID and Nevada City have now mandated at least 20% conservation requirements.

On June 22, 2021, City Council approved Resolutions No. 2021-41 declaring a local emergency due to drought conditions and No.2021-42 mandating water conservation. All treated Water Customers are required to reduce water use by 20%.

**Council Goals/Objectives:** This resolution executes portions of work tasks towards achieving/maintaining Strategic Plan - Water and Wastewater Systems and Underground Infrastructure. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

**Fiscal Impact:** The Fiscal Impact to the Water Fund should be minor, but if the drought continues for several years the impact could be more significant.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** \_\_\_ City Manager



**City of Grass Valley  
City Council  
Agenda Action Sheet**

**Title:** Local Emergency Proclamation (Winter Storm of December 27<sup>th</sup>, 2021)

**Recommendation:** Winter Storm of December 27<sup>th</sup>, 2021 proclamation declaring a Local State of Emergency

**Prepared by:** Timothy M. Kiser, City Manager

**Council Meeting Date:** 7/26/2022

**Date Prepared:** 7/18/2022

**Agenda:** Consent

**Background Information:** Due to conditions of extreme peril to the safety of persons and property have arisen within the City of Grass Valley, caused by the winter storm of December 26 and 27, 2021 which has cut power, downed trees, blocked roads and created other hazards to health and human safety commencing on or about 12:00 midnight on the 26th day of December, 2021, at which time the City Council of the City of Grass Valley was not in session. The city found it necessary to proclaim the existence of a local emergency throughout the city.

**Council Goals/Objectives:** This resolution executes portions of work tasks towards achieving/maintaining Strategic Plan - Public Safety. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

**Fiscal Impact:** The Fiscal Impact of the December 2021 Storm is being estimated at \$590,000 for City related property and public right of way. Hopefully, about 75% of these cost should be reimbursable due to the County of Nevada and the State of California declaring a State of Emergency for our area.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** \_\_\_ City Manager



**City of Grass Valley  
City Council  
Agenda Action Sheet**

**Title:** Revision to Resolution No. 2022-44 That called for the consolidation of general election with Nevada County.

**Recommendation:** Adopt Resolution No. 2022-61 that revises Resolution No. 2022-44 to include the reimbursement of the County of Nevada for the services performed on behalf of the City for the General Municipal Election on Tuesday, November 8, 2022, for the election of two City Council Members.

**Prepared by:** Taylor Day, Deputy City Clerk

**Council Meeting Date:** 7/26/2022

**Date Prepared:** 7/18/2022

**Agenda:** Consent

**Background Information:** On June 14<sup>th</sup>, 2022, the Council adopted Resolution No. 2022-44 that requested the Board of Supervisors of the County of Nevada to consolidate a General Municipal Election that would be held on November 8, 2022, with the statewide General Election to be held in the County of Nevada on the same day. The clerk's office was then contacted by Nevada County Elections Office requesting that the Resolution be modified to include the terms that the City of Grass Valley would reimburse the County of Nevada for election cost that would be accrued for the City's Election.

**Council Goals/Objectives:** Strategic Goal #6: Inclusive Community Involvement and Leadership - Oversee successful election

**Fiscal Impact:** N/A

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** City Manager

**Attachments:** R2022-61

## RESOLUTION NO. 2022-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS  
VALLEY, CALIFORNIA, REQUESTING THE BOARD OF  
SUPERVISORS OF THE COUNTY OF NEVADA CONSOLIDATE A  
GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8,  
2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD  
IN THE COUNTY OF NEVADA THE SAME DAY

WHEREAS, a General Municipal Election has been called by the City of Grass Valley to be held in the City on November 8, 2022; and,

WHEREAS, a Statewide General Election to be held in the County of Nevada has been or will be called to be held on November 8, 2022; and,

WHEREAS, it is desired, pursuant to the authority found in California Elections Code section 10403, to consolidate the General Municipal Election with the Statewide General Election;

NOW, THEREFORE, the City Council of the City of Grass Valley hereby resolves as follows:

1. The Board of Supervisors of the County of Nevada is hereby requested to order the consolidation of said General Municipal Election to be held on November 8, 2022, with the Statewide General Election to be held in the County of Nevada on November 8, 2022.
2. The City of Grass Valley acknowledges that the consolidated election will be held and conducted in the manner prescribed in Section 10418 of the California Elections Code.
3. The Board of Supervisors is hereby authorized and requested to authorize and permit the Clerk Recorder / Registrar of Voters of the County of Nevada to:
  - a) Print and supply ballots for the General Municipal Election;
  - b) Mail the City's sample ballots and candidate statements of qualifications to the voters of the City as part of the material mailed to voters as to the Statewide General Election;
  - c) Perform such other services as may be required for the consolidation and conduct of the General Municipal Election with the Statewide General Election.
4. The City Manager is authorized and directed to reimburse the County of Nevada for the services performed on behalf of the City upon the County's presentation of a bill.

5. The City Clerk is hereby directed to deliver a certified copy of this resolution to the Board of Supervisors and the County Clerk / Registrar of Voters of the County of Nevada.

PASSED, APPROVED AND ADOPTED on this 26<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Ben Aguilar, Mayor

ATTEST: \_\_\_\_\_  
Taylor City Day, Deputy Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David J. Ruderman, Assistant City Attorney



## City of Grass Valley City Council Agenda Action Sheet

**Title:** 2022 Fueling Station Construction Project- Authorization to Award Contract

**Recommendation:** That Council 1) award a contract for the 2022 Fueling Station Construction Project to GEMS Environmental Management Services, Inc, 2) authorize the Mayor to execute the construction contract, subject to legal review and, 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount.

**Prepared by:** Bjorn P. Jones, PE, City Engineer

**Council Meeting Date:** 06/26/2022

**Date Prepared:** 06/18/2022

**Agenda:** Consent

**Background Information:** The 2022 Fueling Station Construction Project involves the construction of a fueling dispensing system, gasoline and diesel storage tanks, and a steel canopy structure at the City's new corporation yard at 530 Freeman Lane.

Bids were opened on June 23, 2022, and 5 bids were received. A bid summary is attached. Staff reviewed the low bid of \$448,342.34 submitted by GEMS Environmental Management Services and determined the bid to be complete and responsive.

In order to proceed with contract award, it was determined that award of a contract proceed based on the original proposal, with the concurrent execution of a change order to reduce the project scope to within budget. At this point possible change order savings of \$94,000 have been identified to reduce the amended contract amount to \$354,538.

Staff recommends that Council award the construction contract to GEMS Environmental Management Services, Inc in the original amount of \$448,342.34, and subsequently approve a contract change order to remove an automatic gate assembly and associated work from the project.

**Council Goals/Objectives:** The 2022 Fueling Station Construction Project Project executes portions of work tasks towards achieving/maintaining Strategic Plan - City Infrastructure Investment.

**Fiscal Impact:** The project was partially funded with a \$230,000 Cal OES grant in 2022/23 fiscal year. Additional monies slated for Corp yard improvements will be utilized to fully fund the project.

**Funds Available:** Yes

**Account #:** 300-406-61390

**Reviewed by:** \_\_\_\_\_ City Manager



**2022 FUELING STATION CONSTRUCTION PROJECT  
PROJECT #20-04  
BID SUMMARY**

**Date: JUNE 23, 2022; 3:30 p.m.**

**Engineer's Estimate: \$ 230,000**

<b>BIDDER</b>	<b>DATE/TIME REC'VD</b>	<b>AMOUNT</b>
Deschaine Enterprises, Inc	6/23/2022 3:05 PM	\$572,775.00
L.A. Perks Plumbing and Heating, Inc	6/23/2022 3:15 PM	\$647,173.00
Baldoni Construction Services, Inc.	6/23/2022 3:20 PM	\$465,000.00
<b>GEMS Environmental Management Services, Inc*</b>	<b>6/23/2022 9:00 AM</b>	<b>\$448,342.34</b>
Air and Lube System, Inc	6/23/2022 12:39 PM	\$578,217.00

**\* Apparent Low Bidder**



**City of Grass Valley  
City Council  
Agenda Action Sheet**

**Title:** CalOES Funding Agreements - Approve Authorized Representatives

**Recommendation:** That Council adopt a resolution designating the City Manager and City Engineer as the authorized representatives to engage with the California Governor's Office of Emergency Services (CalOES)

**Prepared by:** Bjorn P. Jones, PE, City Engineer

**Council Meeting Date:** 7/26/2022

**Date Prepared:** 7/18/2022

**Agenda:** Consent

**Background Information:** The City of Grass Valley is eligible to receive Federal and State disaster assistance funding for expenses incurred as part of the City's emergency response and recovery from the 2021 Winter Storms (CalOES #CDAA-2022-03)

As part of the application process for this and other disaster assistance grants, the City is required to draft a resolution authorizing a designated representative to administer the necessary agreements required to allocate the funds. The attached Resolution authorizes the City Manager and/or the City Engineer to apply for and engage with CalOES regarding disaster assistance funding.

With Council's approval of the attached resolution, Staff will submit the necessary application materials and will meet with CalOES representatives to initiate the financial assistance process.

**Council Goals/Objectives:** This action executes portions of work tasks towards achieving/maintaining Strategic Plan Goal - High Performance Government and Quality Service

**Fiscal Impact:** Resolution approval will enable execution of a disaster assistance application to reimburse a portion of the approximately \$535,000 in City expenses incurred as part of its emergency storm response

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** \_\_\_\_ City Manager

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY DESIGNATING THE AUTHORITY TO ENGAGE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE CALIFORNIA GOVERNOR’S OFFICE OF EMERGENCY SERVICES (CALOES)**

WHEREAS, Article X, Section 6 of the Grass Valley City Charter authorizes the City Council to issue debt secured by revenues; and,

WHEREAS, the City of Grass Valley is eligible to receive Federal and/or State funding for certain disaster events through the Disaster Assistance Act and,

WHEREAS, engagement and coordination must be undertaken by City Staff with CalOES before such funds can be claimed and,

WHEREAS, the City wishes to designate those individuals authorized to execute for and on behalf of the City of Grass Valley

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY, as follows:

1. That the foregoing statements are true and correct; and
2. That the City Manager and the City Engineer of the City of Grass Valley, are hereby designated as Authorized Agents; approved to engage and coordinate with, apply for, execute and procure federal financial assistance with the California Governor’s Office of Emergency Services for any existing or future disaster assistance funding; and
3. That the Deputy City Clerk complete and certify the attached CalOES form 130, attesting to the above statements in the manner required by the Governor’s Office of Emergency Services.

ADOPTED as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 26th day of July 2022, by the following vote:

AYES:

NOES:

ABSTAINS:

ABSENT:

\_\_\_\_\_  
Ben Aguilar, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Michael G. Colantuono, City Attorney

\_\_\_\_\_  
Taylor Day, Deputy City Clerk

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR  
NON-STATE AGENCIES**

BE IT RESOLVED BY THE City Council OF THE City of Grass Valley  
(Governing Body) (Name of Applicant)

THAT City Manager, OR  
(Title of Authorized Agent)

City Engineer, OR  
(Title of Authorized Agent)

\_\_\_\_\_  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Grass Valley,  
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of Grass Valley, a public entity established under the  
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below**

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): \_\_\_\_\_

Passed and approved this 26 day of July, 2022

**Ben Aguilar, Mayor**

(Name and Title of Governing Body Representative)

**Jan Arbuckle, Vice Mayor**

(Name and Title of Governing Body Representative)

**Hilary Hodge, Council Member**

(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, **Taylor Day**, duly appointed and **Deputy City Clerk** of  
(Name) (Title)

**City of Grass Valley**, do hereby certify that the above is a true and  
(Name of Applicant)

correct copy of a resolution passed and approved by the **City Council**  
(Governing Body)

of the **City of Grass Valley** on the 26 day of July, 2022.  
(Name of Applicant)

\_\_\_\_\_

(Signature)

**Deputy City Clerk**

(Title)

### **Cal OES Form 130 Instructions**

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

#### **Resolution Section:**

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.

**Checking Universal or Disaster-Specific Box:** A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

**Governing Body Representative:** These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

**Certification Section:**

**Name and Title:** This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."





# City of Grass Valley City Council Agenda Action Sheet

**Title:** Annual Approval of the Consumer Price Index (CPI) Adjustment to the Special Emergency Medical and Fire Response Tax.

**Recommendation:** That Council 1) Approve a rate increase to the Special Emergency Medical and Fire Response Tax of 7.0% based on the December 2021 CPI. 2) Adopt Resolution 2022-64 requesting that the Nevada County Auditor place the adjusted special tax on the FY 22/23 property tax rolls.

**Prepared by:** Mark Buttron- Fire Chief

**Council Meeting Date:** 07/26/2022

**Date Prepared:** 07/18/2022

**Agenda:** Consent

**Background Information:** In June of 1997 the voters of the City of Grass Valley approved the Special Emergency Medical and Fire Response Tax (Measure A) to fund three additional firefighters. The voter approval contained a provision allowing for an annual inflation adjustment to the special tax based upon the CPI-All U.S. Cities for the prior calendar year. That adjustment is necessary in order to maintain ongoing funding for the three firefighters. The CPI for the year ending December 2021 was 7.0%.

The 2022/2023 Special Emergency Medical and Fire Response Tax with the December 2021 CPI applied are as follows:

Fiscal Year 2022/2023	FY 21/22	7.00%	FY 22/23	FY 22/23	
Classification	Existing	2021 CPI Increase	New Fee	Adjusted per Nevada Co. Auditor	
				Auditor	Adjusted Fee
Single Family Residential (per parcel)	45.94	3.22	\$ 49.16		\$ 49.16
Multi-Family (per unit-duplex or larger)	22.34	1.56	\$ 23.90		\$ 23.90
Mobile Home Park (per unit)	31.74	2.22	\$ 33.96		\$ 33.96
Commercial / Industrial (per business)	49.24	3.45	\$ 52.69	(0.01)	\$ 52.68
Any Other Improved Parcel	48.56	3.40	\$ 51.96		\$ 51.96
Any Unimproved Buildable Parcel	16.12	1.13	\$ 17.25	(0.01)	\$ 17.24

**Council Goals/Objectives:** Exceptional Public Safety consistent with the City of Grass Valley Strategic Plan

**Fiscal Impact:**

**Funds Available:**

**Account #:**

**Reviewed by:**

**Attachments:**

**RESOLUTION REQUESTING THE COUNTY AUDITOR TO PLACE THE CURRENT SPECIAL EMERGENCY MEDICAL AND FIRE RESPONSE TAX ON THE PROPERTY TAX ROLL FOR FISCAL YEAR 2022-2023**

*WHEREAS*, on March 11, 1997, the City Council adopted Resolution No. 97-22, calling for a Special Municipal Election to be held in the City of Grass Valley on June 3, 1997 for the purpose of submitting to the qualified voters of the City the issue as to whether to impose a special emergency medical and fire response tax (Measure A); and

*WHEREAS*, a Special Election was held in the County of Nevada for the City of Grass Valley on the 3<sup>rd</sup> day of June 1997, in accordance with the provisions of the City Charter, California Elections Code, and other State Laws concerning election matters; and

*WHEREAS*, the County Clerk did conduct said election, canvass the returns and certify the Statement of Results of the Election on June 5, 1997; and

*WHEREAS*, Proposition 218 required that all special taxes receive at least 66-2/3rds vote and Measure A, the Emergency Medical and Fire Response Tax passed with a 78.3% approval; and

*WHEREAS*, the special response tax contained a provision for an automatic cost of living allowance not to exceed 5% per year; and

*WHEREAS*, the December 2021 cost of living allowance as determined by the CPI – All U.S. Cities Index showed a 7.0% annual increase; and

*WHEREAS*, the cost of living allowance increase is necessary to continue to fund the firefighters as provided for in the special emergency response tax; and

*WHEREAS*, the total CPI for establishing the FY 2022 - 2023 special tax is 7.0%.

*NOW, THEREFORE, BE IT RESOLVED* by the Council of the City of Grass Valley, as follows:

1. That the above recitals are true and correct.
2. The new special tax rates will now be:

Fiscal Year 2022/2023	FY 21/22	7.00%	FY 22/23	FY 22/23	
Classification	Existing	2021 CPI Increase	New Fee	Adjusted per Nevada Co. Auditor	
				Auditor	Adjusted Fee
Single Family Residential (per parcel)	45.94	3.22	\$ 49.16		\$ 49.16
Multi-Family (per unit-duplex or larger)	22.34	1.56	\$ 23.90		\$ 23.90
Mobile Home Park (per unit)	31.74	2.22	\$ 33.96		\$ 33.96
Commercial / Industrial (per business)	49.24	3.45	\$ 52.69	(0.01)	\$ 52.68
Any Other Improved Parcel	48.56	3.40	\$ 51.96		\$ 51.96
Any Unimproved Buildable Parcel	16.12	1.13	\$ 17.25	(0.01)	\$ 17.24

3. The City Council hereby requests that the County Auditor place the current Emergency Medical and Fire Response Taxes on the FY 2022-23 property tax roll.
4. The City Clerk is hereby requested to forward a copy of this resolution to the County Auditor along with the information necessary for placement on the tax roll.

ADOPTED as a Resolution of the Council of the City of Grass Valley at a meeting thereof held on 26th day of July 2022 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

\_\_\_\_\_  
Ben Aguilar, Mayor

ATTEST: \_\_\_\_\_  
Taylor Day, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Michael Colantuono, City Attorney



## City of Grass Valley City Council Agenda Action Sheet

---

**Title:** Second Reading of Ordinance #817, Amending sections 9.08.030 of Chapter 9.08 of Title 9 of the Grass Valley Municipal Code regarding offenses against Public Peace and Decency

**Recommendation:** Hold a second reading by Title Only and Adopt Ordinance #817, Amending sections 9.08.030 of Chapter 9.08 of Title 9 of the Grass Valley Municipal Code regarding offenses against Public Peace and Decency

---

**Prepared by:** Alexander K. Gammelgard, Chief of Police

**Council Meeting Date:** July 26, 2022

**Date Prepared:** July 20, 2022

**Agenda:** Consent

**Background Information:**

On 07/14/22 the City Council approved the first reading of the attached Ordinance amending existing Grass Valley Municipal Code to designate the violation of section 9.08.030 as an infraction rather than a misdemeanor to be consistent with state law.

**Council Goals/Objectives:** The execution of this action attempts to achieve Strategic Goal #6 - Exceptional Public Safety

**Fiscal Impact:** None.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:**

**Attachments:** Ordinance #817 amending 9.08.030

**ORDINANCE NO. 817**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDING SECTION 9.08.030 OF CHAPTER 9.08 OF TITLE 9 OF THE GRASS VALLEY MUNICIPAL CODE REGARDING OFFENSES AGAINST PUBLIC PEACE AND DECENCY**

WHEREAS, Section 9.08.030 of the Grass Valley Municipal Code generally prohibits possessing an open container of an alcoholic beverage or consuming an alcoholic beverage in most public spaces, and makes violation of that rule a misdemeanor; and

WHEREAS, state law categorizes the same violation as an infraction (Bus. & Prof. Code, § 25620); and

WHEREAS, the City Council wishes to align the Municipal Code with state law on this subject.

NOW THEREFORE, THE COUNCIL OF THE CITY OF GRASS VALLEY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. CODE AMENDMENT. Subsection E of Section 9.08.030 of Chapter 9.08 of Title 9 of the Grass Valley Municipal Code is amended to read as follows:

E. Violation of this section constitutes an infraction.

SECTION 2. CEQA FINDINGS. This Ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly. This Ordinance is also exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The City Council of the City of Grass Valley declares that it would have adopted this Ordinance and each section, subsection,

sentence, clause, phrase, or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect 30 days after its adoption.

SECTION 5. PUBLICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published once in *The Union*, a newspaper of general circulation printed, published, and circulated within the City.

INTRODUCED and first read at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_ 2022.

FINAL PASSAGE AND ADOPTION by the City Council was at a meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

\_\_\_\_\_  
Ben Aguilar, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Michael G. Colantuono, City Attorney

\_\_\_\_\_  
Taylor Day, Deputy City Clerk





**City of Grass Valley  
City Council  
Agenda Action Sheet**

**Title:** Grass Valley Management & Supervisory Professional & Confidential Employees  
- Unit 1 Memorandum of Understanding - July 1, 2021 - June 30, 2023

**Recommendation:** Adopt Resolution No. 2022-66 approving the Labor Memorandum of Understanding for a one-year period beginning July 1, 2022 through June 30, 2023 between the City of Grass Valley and the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1).

**Prepared by:** Taylor Day, Deputy City Clerk

**Council Meeting Date:** 7/26/2022

**Date Prepared:** 7/21/2022

**Agenda:** Consent

**Background Information:** On June 28<sup>th</sup>, 2022, the City Council adopted Resolution 2022-55 that approved a Side Letter of the current Labor Memorandum of Understanding (MOU) with the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1). This side letter was one of four letters that have been adopted since the Current MOU went into effect in 2019. The City of Grass Valley and Unit 1 have agreed to revise the MOU to reflect all the side letters that have been adopted since 2019. One additional clarification has been made to the MOU that will reflect Resolution 2022-55 personal leave reduction to the Battalion Chiefs accrual of Personal Leave and will be reduced for 10 plus years to 20 years to 444 hours for a reduction of 4 hours and 20 plus years to 462 hours for an equivalent of a reduction of 8 hours over those periods effective June 26, 2022.

**Council Goals/Objectives:** Approval of the updated negotiated Side Letter between the City and Unit 1 executes portions of the work tasks towards achieving / maintaining the Strategic Plan goal to maintain a Productive and Efficient Workforce.

**Fiscal Impact:** None.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** \_\_ City Manager

**Attachments:**

- Resolution No. 2022-66 - Approval of Unit 1 MOU
- Memorandum of Understanding - Unit 1

**RESOLUTION NO. 2022-66**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY  
ADOPTING THE MEMORANDUM OF UNDERSTANDING WITH THE GRASS  
VALLEY MANAGEMENT & SUPERVISORY, PROFESSIONAL &  
CONFIDENTIAL EMPLOYEES ASSOCIATION (UNIT #1) FOR THE PERIOD  
JULY 1, 2022 – JUNE 30, 2023 AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE SAID AGREEMENT**

**WHEREAS**, the labor negotiations team appointed to represent the City Council of the City of Grass Valley and representatives of the Grass Valley Management & Supervisory, Professional & Confidential Employees Association (Unit #1) have engaged in re-opener conversations to update the labor Memorandum of Understanding (“MOU”) between the City and Unit 1; and

**WHEREAS**, the parties came to an agreement which incorporates updates to the attached updated MOU;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY**, as follows:

1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The City Council of the City of Grass Valley approves the Side Letter to the current Memorandum of Understanding for the Grass Valley Management & Supervisory, Professional & Confidential Employees Association (Unit #1) for the period of July 1, 2022 through June 30, 2023 and authorizes the City Manager to execute said agreement.

**PASSED AND ADOPTED** as a Resolution of the City Council of Grass Valley at a meeting thereof held on the 26<sup>th</sup> day of July 2022 by the following vote:

AYES: Councilmember  
 NOES: Councilmember  
 ABSENT: Councilmember  
 ABSTAINING: Councilmember

\_\_\_\_\_  
Ben Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Taylor Day, Deputy City Clerk

\_\_\_\_\_  
Michael Colantuono, City Attorney

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF GRASS VALLEY CITY COUNCIL**  
**AND**  
**MANAGEMENT/SUPERVISORY PROFESSIONAL & CONFIDENTIAL EMPLOYEES**  
**IN UNIT #1**

July 1, 20~~19~~22 – June 30, 202~~32~~3

# Table of Contents

**AGREEMENT DESCRIBING SALARIES, BENEFITS AND WORKING CONDITIONS APPROVED BY CITY OF GRASS VALLEY CITY COUNCIL FOR AND ON BEHALF OF THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #1 MANAGEMENT/SUPERVISORY PROFESSIONAL & CONFIDENTIAL .....31**

**PREAMBLE .....31**

**ARTICLE 1- RECOGNITION .....31**

**ARTICLE 2- SUPPORT OF AGREEMENT AND MEET AND CONFER PROCESS.....42**

**ARTICLE 3- EMPLOYEE ASSOCIATION RIGHTS .....42**

A. Unit #1 Member Meetings..... 42

B. Bulletin Boards..... 42

C. Use of Facilities..... 42

D. List of Designated Representatives ..... 42

E. Regular Employees..... 42

**ARTICLE 4- MANAGEMENT RIGHTS AND RESPONSIBILITES.....42**

**ARTICLE 5- HOURS OF WORK AND BASIS OF COMPENSATION .....53**

A. Hours of Employment ..... 53

B. Pay Periods ..... 53

C. Work Periods..... 64

D. Lunch and Rest Periods ..... 64

E. Calculation of Compensation ..... 64

**ARTICLE 6- SALARY .....64**

A. Salary Schedule ..... 64

B. Overtime..... 75

C. Rules for Use of Salary Schedule ..... 86

D. Other Considerations ..... 97

E. Educational Incentive ..... 97

F. POST Incentive ..... 108

G. Professional Licenses ..... 108

H. Telephone Call Back Pay ..... 108

I. Standby Time ..... 108

J. Shift Differential ..... 119

**ARTICLE 7- LEAVE ..... 119**

A. Absence from Duty ..... 119

B. Personal Leave ..... 119

C. Extended Medical Leave..... 13+1

D. Bereavement Leave ..... 13+2

E. Holidays ..... 14+3

F. Jury Duty Leave ..... 15+3

G. Management Leave ..... 15+3

H. Community Service Organization Leave ..... 15+4

I. Family and Medical Care Leave..... 16+4

J. Family Care School Partnership Act ..... 16+5

**ARTICLE 8 – LEAVE (BATTALION CHIEFS ONLY).....17+5**

A. Vacation/Sick Leave to Personal Leave Conversion ..... 17+5

B. Personal Leave Accrual (56-hour work week) ..... 17+5

C. Worker’s Compensation Pay ..... 17+5

D. Bereavement Leave ..... 17+5

E. Holidays ..... 17+6

**ARTICLE 9- PROFESSIONAL AND REPRESENTATIONAL EXPENSES ..... 1716**

A. Professional Dues and Fees ..... 17+6

B. Travel ..... 18+6

C. Civic and Professional Participation ..... 18+6

D. Reimbursement..... 18+6

E. Receipts and Billing ..... 18+6

**ARTICLE 10- RETIREMENT ..... 1817**

A. Retirement Benefits ..... 18+7

B. Retirement Contributions ..... 19+7

C. Supplemental Retirement Benefit..... 19+8

D. Retiree Health Insurance Benefit..... 20+9

**ARTICLE 11- HEALTH AND WELFARE ..... 2119**

A. Insurance Benefits ..... 21+9

B. Cost Containment Committee ..... 21+20

C. Income Protection Insurance ..... 21+20

D. Legal Defense Insurance ..... 22+20

**ARTICLE 12- SAFETY ..... 2220**

A. Safe Conditions, Equipment and Duties..... 22+20

B. Uniforms ..... 22+20

C. Employee Alertness..... 23+21

D. Drug, Alcohol and Substance Abuse Policy..... 23+22

E. Employee Assistance Program ..... 24+22

**ARTICLE 13- REDUCTION IN FORCE AND RE-EMPLOYMENT ..... 2422**

A. Layoff/furlough Provision..... 24+22

B. Treatment of Employees Laid Off..... 24+22

**ARTICLE 14- GRIEVANCE PROCEDURE ..... 2422**

A. Definition ..... 24+22

B. Process..... 24+23

C. Procedures ..... 24+23

D. Informal Grievance..... 24+23

E. Formal Grievance..... 25+23

F. General Conditions..... 26+24

~~Error! Hyperlink reference not valid.1. Review and determination of a grievance is applicable to certain interpretations and applications as set forth under Definitions and, as such, cannot change any City adopted salary schedules/ranges or such other benefits subject to the meet and confer process. .... 2624~~

**ARTICLE 15- RESIDENTIAL MILEAGE RESTRICTION..... 2725**

**ARTICLE 16- MAINTENANCE OF NEGOTIABLE BENEFITS..... 2725**

**ARTICLE 17- NOTICE ..... 2725**

**ARTICLE 18- SEVERABILITY SAVINGS CLAUSE ..... 2726**

**ARTICLE 19- TERMS OF AGREEMENT..... 2826**

**RECOMMENDATION OF REPRESENTATIVES ..... 2927**

**APPROVAL OF AGREEMENT ..... 2927**

**APPENDIX A ..... 3028**

**APPENDIX B- PROCEDURE TO MONITOR CHAIN OF CUSTODY ..... 3230**

**AGREEMENT DESCRIBING SALARIES, BENEFITS AND WORKING CONDITIONS  
APPROVED BY CITY OF GRASS VALLEY CITY COUNCIL FOR AND ON BEHALF  
OF THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #1  
MANAGEMENT/SUPERVISORY PROFESSIONAL & CONFIDENTIAL**

**PREAMBLE**

This Memorandum of Understanding, hereinafter referred to as "MOU" or "Agreement", describes salaries, benefits and working conditions approved by the City of Grass Valley, hereinafter referred to as the "City", for employees in City Unit # 1 - Management/Supervisory Professional & Confidential, hereinafter referred to as "Employees".

The parties to this Memorandum of Understanding have met and conferred in good faith on matters within the scope of representation pursuant to Section 3500 et seq. of the California Government Code and the City of Grass Valley's Employer-Employee Relations Resolution (No 93-40).

**ARTICLE 1- RECOGNITION**

The City recognizes the employees who collectively are referred to as "Management/Supervisory, Professional and Confidential Employee Unit # 1" (Unit 1) as the sole and exclusive representatives for those employees. During the term of this Agreement, the City agrees not to meet and confer with any other organization on matters upon which the Employees is the exclusive representative and which is within its scope of representation.

The Meyers-Milias-Brown Act (MMBA) does not define either "confidential" or "management" employee, and Government Code section 3507.5 authorizes each local agency to adopt procedures for determining which of its employees will be designated confidential or managerial. The MMBA, however, does not exclude management and confidential employees from the definition of employees entitled to the organizational and representation rights of the Act. This MOU defines a "Confidential Employee" as "an employee who, in the course of his or her duties, has access to information relating to the City's administration of employer-employee relations. It defines "Management/Supervisory Professional Employee" as "an employee having responsibility for formulating, administering, or managing the implementation of City policies or programs." While employees designated as "confidential" employees may be represented by the Group, the parties acknowledge and agree that such designated employees may not represent the Group or the management employee unit, participate in the bargaining process, or share any confidential information in connection with labor relations that would undermine the respective roles of each party in the bargaining process.

It is acknowledged and agreed that the following management positions are expressly excluded from the management employee unit and from representation by the Group and from coverage under this MOU: All elected officials, the City Manager, the City Clerk, all Department Directors.

It is acknowledged and agreed that the management positions listed in Appendix A are expressly covered by this MOU. Any and all future management positions below the level of Director created during the term of this MOU shall be added to the list below and considered part of the Management Bargaining Unit represented by the Unit.

**ARTICLE 2- SUPPORT OF AGREEMENT AND MEET AND CONFER PROCESS**

The employees agree that they shall utilize the regular meet and confer process and endeavor to reach agreement on wages, hours and conditions of employment only through that process. The City agrees to utilize the meet and consult process exclusively in a good faith attempt to reach consensus regarding wages, hours and conditions of employment. Unit representatives agree to pursue the "Open Door" policy of the City to resolve disputes that might arise concerning the interpretation or application of this Agreement. During the term of this MOU the parties agree, should the meet and confer process not be successful in addressing matters under this agreement, the parties will use the dispute resolution process as provided herein or within the Civil Service rules as a means of adjudicating disputes between them.

**ARTICLE 3- EMPLOYEE ASSOCIATION RIGHTS**

**A. Unit #1 Member Meetings**

Unit Members may meet as necessary during non-work time. The Unit members are responsible to ensure meeting spaces are properly secured and clean. Other reasonable times that impact work hours as provided herein may be authorized with the approval of the Human Resources Manager and notice to Department Heads to approve any release time for such meetings, which will not be unreasonably denied.

**B. Bulletin Boards**

The Unit may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by Unit #1 representative, and will include the date of posting and the date of removal.

**C. Use of Facilities**

The Human Resources Manager or Department Head upon request may permit Unit 1 members to use designated facilities, depending upon availability of space, for meeting purposes at no charge. No request for use of City facilities shall be unreasonably denied. City use of any facility will have priority over Unit use and may require the Unit to reschedule or relocate meetings.

**D. List of Designated Representatives**

Unit 1 will file with the Human Resources Manager annually an updated as needed a list of Unit's Designated Representatives.

**E. Regular Employees**

Regular part time employees who are employed in a Unit #1 designated classification for a period of not less than thirty two (32) hours per week on a regular basis throughout the fiscal year or work at least 1660 hours per year in a Unit designated classification shall become covered under this MOU.

**ARTICLE 4- MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**Procedural Prerogatives** - it is understood that the City retains the procedural prerogative to initiate or to refrain from initiating actions that may affect unit members' wages, hours and conditions of employment and that such actions, once initiated by the City are subject only to the express procedural limitations that may be set forth in the MOU, Civil Service Rules, Charter or other law. Such matters include, but are not limited to, the procedural rights to contract out work not performed by active unit members, to transfer, lay off, terminate or otherwise discipline Employees, to reasonably accommodate qualified disabled



persons/employees, to make technological improvements, and to take necessary action to implement the terms and conditions of the Memorandum of Understanding.

Unit 1 recognizes and agrees that the City, on its own behalf and on behalf of the electors of the City, retains and reserves unto itself, limited only by the articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon, and vested in it, expressed or implied, by the laws and the Constitution of the State of California and of the United States and the provisions of the City Charter.

Unit 1 recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Unit 1 recognizes and agrees that the City's powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, and the outside purchases of products or services; the right to introduce new or improved methods and facilities and to otherwise take any action desired to run the entire operation efficiently, except as modified by this Agreement.

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over City practices and procedures and over State Laws, and City Charter to the extent permitted by State Law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the City. Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein. If a conflict arises between this Agreement and a City Charter provision or resolution incorporated herein, the City's Charter provisions or resolution shall prevail.

**ARTICLE 5- HOURS OF WORK AND BASIS OF COMPENSATION**

**A. Hours of Employment**

The Hours of employment and legal holidays to be observed shall be with due regard for the convenience of the public. Employees in this Unit who are defined as exempt status employees are expected to work whatever number of hours is necessary beyond normal workdays, periods, or weeks without additional compensation to accomplish their duties and responsibilities. Leave time for exempt employees will be accounted for in full day increments. Non-exempt employees will account for time on an hourly (actual time) basis.

**B. Pay Periods**

The "pay period" shall be fourteen (14) calendar days from Sunday (starting at midnight Saturday) to midnight of the second Saturday thereafter, and refers to the period for computing compensation due for all normal working days during that period. Payroll checks will be available the ensuing Friday by noon following the end of the pay period. Direct deposit pay checks will have funding available on the morning of the Friday payroll date, pending release by the employee's bank, on the Friday payroll date.

**C. Work Periods**

1. The normal work period shall be eighty (80) hours within each pay period for each full time employee unless established otherwise for any classification by the City Council. The work period shall coincide with the established two (2) week period (consisting of fourteen (14) days or two (2) weeks) from Saturday midnight to the second (2nd) following Saturday at midnight.
2. The normal workday generally means a day on which an employee works eight (8) hours or such other number of hours when authorized by the Department Head. Nothing in this section shall prohibit the establishment of alternative work schedules, as long as said schedules are not established for the sole intent of avoiding overtime, but may be used to manage workloads and work efficiency.
3. The City will work with representatives of Unit# 1 to establish and implement alternative work schedules. The schedules will be implemented to enhance productivity and coordination of work efforts. The normal work week designation may be modified as necessary to implement new work schedules. Alternative work schedules may be terminated by the city with a two week notice to employees. The granting or elimination of alternative work schedules is not grievable.

**D. Lunch and Rest Periods**

1. Non-exempt employees are provided with an uninterrupted lunch period of one (1) hour or half hour, for each eight (8) hours of work, or alternative work schedule.
2. Non-exempt employees are provided one paid fifteen (15) minute rest period for each four (4) hours of work. During rest periods, employees are considered to be under the direction and supervision of the City. Lunch and rest periods will not be taken within one (1) hour of an employee's start or end time.
3. Rest breaks will normally be taken at the assigned worksite. Employees may, with the supervisor's permission, leave the area as necessary to take care of their personal needs. Employees may be required to use the closest reasonably accessible facility for that purpose.
4. Exempt employees are required to work the necessary hours to accomplish required duties and responsibilities. Use of time is to be coordinated with their supervisor.

**E. Calculation of Compensation**

Compensation is based on the hourly rates and pay schedule set forth in Appendix A. Adjustments in hourly rates are rounded up to the next penny, but may not exceed the top of any pay range. Pay is based on 2,080 hours per year and twenty-six (26) equal pay periods.

**ARTICLE 6- SALARY**

**A. Salary Schedule**

1. Salaries shall remain as set forth in the Unit's salary schedules, attached hereto as Appendix A of this MOU.
2. Notwithstanding Article 5, exempt employees are paid on a fixed salary and are not compensated on an hourly basis. As needed, they may be required to report their hours for purposes of charging appropriate budgets, grants, etc., for project or program time, or for assessing staff patterns.
3. Salary Increases:

- I. Effective July 1, 2019, the City shall implement a 5% increase to the Maximum salary set forth in the salary schedule, for all positions except Battalion Chief, Police Captain and Police Lieutenant, and shall adjust the salary ranges accordingly.
- II. Effective July 1, 2019, the City shall implement a 7.5% increase to the Maximum salary set forth in the salary schedule for the Battalion Chief position and shall adjust the salary range accordingly.
- III. Effective July 1, 2019, the City shall implement a 10% increase to the Maximum salary set forth in the salary schedule for the Police Captain and Police Lieutenant positions and shall adjust the salary ranges accordingly.
- IV. Effective July 1, 2020 the City shall implement a 2% salary increase for all positions and adjust the salary ranges accordingly.
- V. Effective July 1, 2021 the City shall implement a 2% salary increase for all positions and adjust the salary ranges accordingly.
- VI. Effective June 27, 2021, the City shall implement a 5% Cost of Living Adjustment (COLA) for all unit #1 employees. Salary Ranges shall be adjusted to reflect this COLA increase.
- ~~VII.~~ Effective June 26, 2022, the City shall implement a 5% Cost of Living Adjustment (COLA) for all unit #1 employees. Salary ranges shall be adjusted to reflect this COLA increase.

**B. Overtime** (Non-Exempt Employees)

1. **Policy**- It is the policy that overtime work be discouraged: that each Department Head arrange the work of his or her department so that full-time employees shall normally work not more than eight (8) hours per work day (24 hours for Battalion Chiefs), except for approved alternate work schedules, or forty (40) hours in any work week (56 hours for Battalion Chiefs), and that overtime work be held to a minimum consistent with the efficient performance of necessary functions.
2. **Defined Overtime** is authorized time worked in excess of eight (8) hours per day (Not applicable to Battalion Chiefs), except for approved alternate work schedules, or 40 hours per week (56 hours for Battalion Chiefs). All work authorized as overtime shall be calculated at the overtime rate which is one and one-half (1-1/2) times the regular hourly rate of pay (such calculation being non-cumulative for the same hours).
3. **Compensatory Time Off**
  - I. All non-exempt positions may receive Compensatory Time Off for overtime worked in lieu of pay upon approval of the Department Head.
  - II. In no event shall an employee be allowed to accumulate in excess of two hundred and forty (240) hours of Compensatory Time Off (96 hours for Battalion Chiefs). In the event an employee has accumulated two hundred and forty (240) hours (96 hours for Battalion Chiefs) of Compensatory Time, payment of overtime shall automatically be made unless mutually agreed otherwise by the City Manager and the employee.
4. **Authorization of Overtime Work**- Overtime work shall be performed only upon express authorization of the Department Head or designee.
5. **The Battalion Chief** will receive compensation for Interagency Agreement Work. Employee will receive hourly compensation, including time and one-half (1/2) pay or other applicable premium pay, for work performed in accordance with interagency agreements. Example: If employee serves on an OES strike team or overhead assignment, and the City is reimbursed premium pay, employee will receive such premium pay for all hours outside

his usual work period. Instances for such premium pay will be indicated on the time card for the appropriate period. Payment of such premium pay will not be construed as treatment of the Battalion Chief position as non-exempt under the Fair Labor Standards Act.

6. **Fringe Benefits not Affected by Overtime-** Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of required periods for probation, salary advance or evaluation dates.

### C. **Rules for Use of Salary Schedule**

1. Each job has an applicable salary range as identified in Appendix B. All new appointments will generally enter the probationary period at the minimum salary of the applicable range. The City Manager may, upon request of the Department Head, authorize entry at any point in the salary range to compensate for education and experience. Employee shall serve a six month probationary period during which time it may be extended an additional six months by the Department Head.
2. Each Employee will receive an annual performance evaluation based on performance objectives including initiative, job knowledge, teamwork, stewardship, ethics, customer service, leadership and, when appropriate, human resources management, process improvement and organizational development. Based upon performance, employees may be granted salary increases of 1 to 5% effective the anniversary date of appointment and up to the maximum salary range for their current job classification.
3. One Time performance bonuses may be granted to employees who have displayed outstanding performance on a project or other significant work effort. The City Manager, upon recommendation of a Department Head, may grant a performance bonus of up to 10% of an employee's annual base salary, subject to required deductions and taxes. Performance bonuses will generally be awarded as part of the annual performance evaluation process but may be considered at other times upon approval by the City Manager.
4. An employee promoted from their existing position to another with the City, outside of Unit 1 shall move to the closest salary step in the new class that gives a minimum of a five (5%) percent increase, as recommended by the Department Head to the City Manager. If the promotion is to a position within Unit 1 the employee will receive a five (5%) percent increase, but such increase will not exceed the top of the salary range.
5. Transfer- an Employee transferred from one department to another in the same classification will continue to receive the same salary and will have no change in their anniversary date.
6. Out of Class- Special Project Pay- Employees meeting this temporary classification will be paid a five percent (5%) pay differential for the hours assigned. The assignment of such pay shall not be used as a device for circumventing advancement to a higher paying civil service classification.
  - I. Department Head must appoint employee to an "Acting" status or a "Special Project".
  - II. An employee will be appointed when it is necessary to maintain proper and efficient departmental operations.
  - III. Department Head must review the need to continue the Special Project assignment every ninety (90) days. Battalion Chiefs may, from time to time, be required to cover shifts for other Battalion Chiefs in the same agency or another agency in accordance with the Joint Operating Area (JOA) agreement. When a Battalion Chief covers a shift for another Battalion Chief, the Battalion Chief covering the shift shall receive additional compensation for the shift coverage in accordance

with the Fair Labor Standards Act Section 541.604. The additional stipend is not subject to P ERS, and will be paid as follows:

- a) If the Battalion Chief covering a 24 hour shift for another Battalion Chief is already working an administrative (10 hour) day, the additional compensation for shift coverage will be \$600.
- b) If the Battalion Chief covering a 24 hour shift for another Battalion Chief is scheduled off duty, the additional compensation for the shift coverage will be \$1,000.
- c) The maximum additional compensation a Battalion Chief can receive regarding this agreement is \$ 9,000 per year.

Except as expressly provided for in this side letter or elsewhere in the MOU, Battalion Chiefs will not receive additional compensation for hours worked outside of the normal work schedule. The additional compensation for shift coverage will not impact the FLSA exempt status of the Battalion Chief receiving the additional compensation.

Management reserves the right to determine whether a Battalion Chief will be used for shift coverage of another Battalion Chief, or whether a qualified actor fills that role on an acting basis.

**D. Other Considerations**

- 1. **Assigned Vehicles-** Employees may be assigned a City vehicle to perform their work when authorized by the City Manager. Use of such vehicle is a privilege and not a right and may be revoked at any time by the City Manager or designated Department Head. The nominal personal use of a City vehicle as a commute vehicle is allowed.
- 2. **Incentive Pay for Utilities Superintendent/ Chief Treatment Plant Operator and Assistant Chief Treatment Plant Operator-** The positions are eligible for license incentive pay in the amount of 5% for having a license at least one grade above the minimum requirements for water and 5% for having a license at least one grade above the minimum requirements for wastewater. Maximum incentive for water and wastewater licenses is 10%. Employees receiving water and wastewater certificate pay will use the certification to meet the needs of the City as required.

**E. Educational Incentive**

The City shall offer an academic percent educational incentive program with a maximum cumulative ceiling of seven and one-half (7-1/2%) percent of base salary. Only certificates and degrees granted by accredited institutions, which are above the minimum educational requirement of the employee's position, which enhance the employee's abilities and contributions, will be considered. College units obtained to qualify for an incentive cannot be compounded to qualify for an additional incentive. For example, units used to obtain an A.A. and then utilized to obtain a B.A. cannot yield incentives for both degrees.

The eligible degrees, certificates and corresponding incentives are as follows:

<b>Certificate/ Degree</b>	<b>% of Base Salary</b>
Certificate with a minimum of 30 semester Units	2.5 % (max 2.5%)
Associates of Arts	2.5%
Bachelor of Arts or (Not cumulative with AA or AS	5.0%

Bachelor of Science	5.0%
Master of Arts or Master of Science	2.5%

The Battalion Chief is eligible for Educational Incentive for the following in addition to the Degree Eligibility above. Maximum combined Eligibility is 10% :

<u>Certificate/ Degree</u>	<u>% of Base Salary</u>
<u>Executive Chief Officer Course Work</u>	<u>1.25 %</u>
<u>Fire Investigator Course Work</u>	<u>1.25%</u>
<u>Confined Space Tech</u>	<u>1.25%</u>
<u>Swift Water Rescue</u>	<u>1.25%</u>
<u>RIC</u>	<u>1.25%</u>
<u>Rescue Systems 1</u>	<u>1.25%</u>
<u>Haz Mat IC</u>	<u>1.25%</u>
<u>Strike Team Leader/Task Force Leader</u>	<u>1.25%</u>
<u>Division/Group Supervisor</u>	<u>1.25%</u>

~~The Battalion Chief position is not eligible for Education Incentive pay under this Article.~~

**F. POST Incentive**

The City shall offer a POST incentive program for Police Department Employees with a maximum cumulative ceiling of 5% of base salary for the following certificates:

<u>POST Certificate</u>	<u>% of Base Salary</u>
Management	2.5 %
Post Command College (or similar executive program)	2.5%

**G. Professional Licenses**

The City will provide employees required training/educational opportunity and associated funding to maintain required licenses or certificates including renewal fees.

**H. Telephone Call Back Pay (Non-Exempt Employees)**

When an employee is contacted at home for the purpose of work and said work can be completed at home over the telephone or through other technology, the employee shall be compensated in 15 minute increments with call back pay at the overtime rate.

**I. Standby Time (Non-Exempt Employees)**

1. Standby time shall be that time an employee is designated by the Department Head to be available on immediate call on normal days or hours off, or that time an employee is designated by the Department Head to be available on immediate call on holidays.
2. Employees whose job descriptions require that they possess and maintain a Class B license must do so in those classifications designated by the Department Head to be eligible for standby assignments. Employees in the Public Works Department may be assigned mandatory standby time.
3. Standby time will be calculated at straight time using the terms noted below:
  - I. Weekend-** That standby period shall begin at the end of the shift each Friday afternoon, and shall continue until the beginning of the shift the following Monday.

a) **Compensation Rate**- 7.5 hours. May be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.

II. **Weekly**- That standby period shall begin at the end of the shift on each Tuesday afternoon, and shall continue until the beginning of the shift the following Tuesday (Excluding the 40 hours of regular work week).

a) **Compensation Rate**- 20 Hours. May be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.

#### J. **Shift Differential (Non-Exempt Employees)**

Shift Differential will be paid as follows:

1. If an employee is assigned to weekends as part of their regularly scheduled workweek, the employee will be entitled to a 5% shift differential for all regularly scheduled hours worked on Saturday and/or Sunday including any overtime.
2. If the majority of an employee's regularly scheduled work shift is worked after 6:00 p.m. and before 6:00 a.m., the employee will be entitled to a 5% shift differential for all regularly scheduled hours worked including any overtime.
3. An Employee whose regularly scheduled work shift includes hours worked after 6:00 P.M. will be paid a 5% shift differential for all hours worked after 6:00 P.M. until the end of the shift including any overtime.
4. Under a mutually agreed upon alternative work schedule that includes hours or days outside of those defined in Article 5, Section D the shift differential may be waived.

### **ARTICLE 7- LEAVE**

#### A. **Absence from Duty**

1. The absence of an employee from duty shall be reported to the Department Head. The reason for absence shall be stated and, if unauthorized, it shall be reported as absence without leave. The return of an employee to duty shall likewise be reported.
2. Absence from duty without leave for five (5) consecutive days shall be deemed a constructive resignation from City employment.

#### B. **Personal Leave**

1. The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave, and personal leave situations.
2. Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 328 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.
3. No Employee may carry a balance of more than 520 hours of Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further usable Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below 520 hours. Notwithstanding the preceding sentence, Employees who have accumulated 520 hours of Personal Leave will accumulate sick leave at the same rate as Personal Leave. Sick leave accumulated pursuant to this paragraph shall be automatically placed in a banked leave account to be used as sick leave (only after all other leave banks have been depleted) in accordance with the City's personnel rules, or to be converted to PERS service credit upon

retirement from the City in accordance with CalPERS regulations. Employees shall not be paid out upon separation from service for any sick leave banked under this paragraph.

4. Employees may convert up to 120 hours of accrued Personal Leave to salary compensation once each year. Personal Leave conversion must be submitted by December 20th of each year pursuant to the following:

I. Employees utilizing this provision will be required to submit an irrevocable election form by December 31st of the calendar year prior to the calendar year in which the Personal Leave hours to be cashed out are earned.

II. Employees that have submitted an irrevocable election form may submit a Personal Leave cash out request form at any time during the calendar year in which the Personal Leave hours are earned.

III. The actual payment of the requested hours cannot occur until the hours to be cashed out for that calendar year have accrued. Cash-outs for hours accrued in prior years are not allowed.

IV. Employees that submitted an irrevocable election form in the prior year but did not submit a cash out request shall receive their Personal Leave cash out in the last paycheck of the calendar year in which the Personal Leave hours are earned.

5. Employees who become subject to this Plan on or after July 1, 2020 must convert all accumulated Vacation Leave and Sick Leave to "Personal Leave". Those hours of Sick Leave or Vacation Leave combined in excess of 520 hours will be placed in a Sick Leave and Vacation Leave bank account to be utilized by the Employee or paid out upon separation from service as set forth herein and converted to banked PERS service credit in accordance with CalPERS regulations. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave and Personal Leave accrual balance. (For example, if an employee is compensated for 450 hours of banked Sick Leave, a maximum of 50%, or 225 hours would be included in the one-time lump sum payout and the uncompensated 225 hours would be converted to PERS service credit in accordance with CalPERS regulations.)

6. Employees will accrue Personal Leave time at the following rates:

- 1 to 2 years of city service = 256 hours
- 2 plus years to 5 years = 272 hours (10.46 hours biweekly)
- 5 plus years to 10 years = 296 hours (11.38 hours biweekly)
- 10 plus years to 20 years = 316 hours (12.15 hours biweekly)
- 20 plus years = 328 hours (12.62 hours biweekly)

**B. Sick Leave**

- ~~1. Sick leave shall be considered as a privilege by an employee to use at his/her discretion as provided herein. Sick leave usage by exempt employees will be in full day increments.~~
- ~~2. Employees shall be entitled to accrue 96 hours of sick leave for per each year of service (accrued at 3.69 hours per pay period). After one (1) month employment as a probationary employee, employees shall be entitled to use any sick leave accrued.~~
- ~~3. If employees do not take the full amount of sick leave accrued in any calendar year, the amount not taken may be accumulated from year to year with no limit. Sick leave accumulated and not used on the effective date of this Agreement shall be carried forward to the benefit of the employees.~~
- ~~4. Sick leave accrual, if available, will be used for the following circumstances:~~



- ~~I. The absence from duty of an employee because of his/her illness, pregnancy or related complications; quarantine due to contagious disease.~~
- ~~II. The absence from duty of an employee due to his/her serious illness or the serious illness of the employee's spouse, child, step child, parent or step parent for circumstances defined by the Federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA).~~
- ~~III. Medical appointment of an employee.~~
- ~~IV. The absence from duty of an employee due to the medical appointment or illness of his/her spouse, domestic partner, child or parent to the extent provided by California Law (specifically, AB 109, known as the "Kin Care" legislation effective in 2000, and SB 1471, as enacted in 2003).~~
- ~~V. The City of Grass Valley may allow the use of sick leave due to the illness/medical appointment of other relatives of the employee, if such relative is living in the same household as the employee.~~
- ~~5. Sick leave due to a medical appointment must be approved in advance by the employee's immediate supervisor. Other leaves provided for due to illness or medical complications shall be provided consistent with other leave conditions provided herein and within the Federal and State Family Leave Acts.~~
- ~~6. If absence from duty by reason of sickness extends beyond a period of three (3) working days, the employee shall be required to file with the Department Head a Certificate of Sickness or Disability by a regular licensed and practicing physician in order to be paid. A copy of said certificate shall also be filed with the Human Resources Manager.~~
- ~~7. In the event that the Human Resources Manager or a Department Head has probable cause to believe that an employee is abusing sick leave privileges for his/her own illness/medical appointment or other permissible relatives, the Human Resources Office or Department Head may require said employee to furnish a Certificate of Illness or Disability by a regular licensed and practicing physician.~~
- ~~8. In the event that an employee's absence from duty because of illness extends beyond a seven (7) days, a weekly report or certificate by a regular licensed and practicing physician shall be filed with the Human Resources Manager and Department Head. Said certificate shall detail the continuing disability. In the event certificate is not filed, salary or wages may be withheld from employee.~~

### **C. Extended Medical Leave**

Those employees who have been granted an approved extended medical leave shall not be required to provide weekly verification of their medical condition. The City reserves the right to require such verification as the Department Head or Human Resource Office has reason to believe is appropriate. Failure of an employee to supply the requested verification of medical condition is sufficient cause for termination of the extended medical leave. In the event that an employee faces termination for the sole reason of exhaustion of leave, the City shall meet with the employee to endeavor to reach agreement on alternatives, such as disability retirement, etc.

### **D. Bereavement Leave**

Employees may be granted a leave of absence with pay not to exceed a total of forty (40) hours per fiscal year, non-cumulative, for purposes of attending funeral services, making related arrangements for the family, or travel to and from the location of services on account of the death of any member of his/her immediate family. Member of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and

the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, step-parents and father and mother-in laws or any relative living in the immediate household of the employee. It shall be the responsibility of the Department Head to account for such leaves. Leaves of more than forty (40) hours, if approved, shall be charged first against sick leave and then to other accrued leaves if no sick leave is available.

**E. Vacation Leave**

- ~~1. For each completed payroll period of service, or portion thereof, an employee shall receive credit for a prorated portion of vacation leave in accordance with the following schedule:
 
  - ~~Up to 2 years ..... 80 hours per year (3.08 hours per pay period)~~
  - ~~2 plus years to 5 years.....96 hours per year (3.69 hours per pay period)~~
  - ~~5 plus years to 10 years.....120 hours per year (4.62 hours per pay period)~~
  - ~~10 plus years to 20 years .....160 hours per year (6.15 hours per pay period)~~
  - ~~20 plus years .....176 hours per year (6.78 hours per pay period)~~~~
- ~~2. All vacations shall be at such time as is mutually agreed between the employee and the Department Head or City Manager and shall be without loss of pay. Credits of vacation earned by an employee shall be vested to such employee at the conclusion of each payroll period.~~
- ~~3. A request may be submitted at any time by an employee for payment of up to 80 hours of vacation time if the following is met:
 
  - ~~I. The employee has a minimum of two hundred (200) hours of accrued vacation.~~
  - ~~II. Any request for payment of over 40 hours of vacation time must be approved by the City Manager.~~~~
- ~~4. The payment of requested hours will be included in a normal pay check within a month of the request. Such payment will be at the employee's current rate of base pay.~~
- ~~5. Employees will be permitted to accumulate accrued vacation hours during the calendar year. With the first full pay period of January of each year, the City will reset the maximum number of accrued vacation hours to 380 hours. In the event the City does not permit an employee to schedule and take vacation due to staffing considerations or in the best interests of the City, resulting in the employee exceeding the accrual limits, the Department Head shall, upon request of the employee, request the City Manager to approve a 90 day extension of time, in which vacation time will be scheduled that will bring the employee's accrued time below the January 380 hour limit.~~

**F.E. Holidays**

- 1. Holidays shall mean those days or hours designated as such by or pursuant to this Agreement, City Ordinance or Resolution. Holiday time is time off from to the normal work period. The Holiday will be the day as observed by the City. The value of a Holiday is 8 hours. Total Holiday hours equal 88 hours.
- ~~2. Any non-exempt employee authorized to work a holiday shall be compensated at the rate of one and one-half (1 1/2) times his/her regular salary per hour worked, in addition to the holiday pay.~~

Recognized holidays shall include:

- |  |  |
|--|--|
| New Year's Day                                 | <del>Martin Luther King Day</del> Columbus Day |
| President's Day                                | Veterans Day                                   |
| <del>Martin Luther King Day</del> Memorial Day | Thanksgiving Day                               |

July 4th  
 Labor Day  
Christmas Day

The Day after Thanksgiving  
 Christmas Eve

- ~~3. Thirty two two (32) hours of Floating Holiday time per fiscal year may be taken on a day of the employee's choice with the prior approval of the Department Head with due consideration for the work schedule of the department. New employees will receive 8 hours of Floating Holiday leave for each remaining full quarter of the fiscal year. Time will be granted at time of hire. Floating holiday does not accrue or vest as a right to the employee. Unused time will be forfeited at the earlier of 1) the end of the fiscal year or 2) at such time as the rules of this MOU no longer apply to the employee (i.e., upon termination of employment or upon transfer to another position not covered by this Memorandum of Understanding).~~
- 4.2. Only regular and probationary employees in a current and paid status shall be eligible for holiday leave. A new employee whose first working day is the day after a paid holiday shall not be credited for that holiday. An employee terminating employment for any reason and whose last work day as a paid employee is the date before a holiday shall not be credited for that holiday day. An employee who is on a consecutive leave of absence without pay or sick leave for both the regularly scheduled working day before and after the holiday shall not be credited for the holiday.
- 5.3. If Unit 1 employees are scheduled to work by their Department Heads or the City Manager, or are called to active work on one of the eleven (11) designated holidays, employee shall schedule a corresponding day or days off, with approval of the corresponding Department Head, within two pay periods (before or after) of the actual holiday. Similarly, if employee's regularly scheduled day off occurs on one of the designated holidays, employee shall schedule corresponding time off within the two pay period timeframe, as approved by the corresponding Department Head.

#### G.F. Jury Duty Leave

An employee shall be paid his/her normal salary for each workday, or portion thereof, he/she is required to be on jury duty. Any payment for jury service will need to be signed over to the City.

#### H. Management Leave (Exempt Employees)

~~Employees are authorized 72 hours of management leave per fiscal year. Management leave does not accrue or vest as a right to the employee. Unused time will be forfeited at the earlier of 1) the end of the fiscal year or 2) at such time as the rules of this MOU no longer apply to the employee (i.e., upon termination of employment or upon transfer to another position not covered by this Memorandum of Understanding).~~

~~New employees will receive 18 hours of Management leave for each remaining full quarter of the fiscal year. Time will be granted at the time of hire.~~

#### I.G. Community Service Organization Leave

The City encourages employees to participate and be involved in community service organizations. Employees may participate and be involved as a member or officer in community service organizations, provided the involvement does not create a conflict with the City or impedes the employee from performing their required duties. The City, in consideration of such allowed participation shall not budget, nor pay, nor reimburse the employee for any expenses, costs, fees or

other charges of any kind for any such participation or involvement. Non-exempt employees will be required to use leave time to participate if work hours are impacted.

**J.H. Family and Medical Care Leave**

1. A regular full time employee, with more than one year of continuous service, or who has worked more than twelve hundred fifty (1250) hours during the previous twelve (12) months may request an unpaid Family and Medical Care Leave of absence of up to twelve (12) weeks in any one continuous twelve (12) month period. This leave may be taken for the birth or adoption of a child, to care for a child, spouse or parent who has serious health condition or for the employee's own health which make him/her unable to perform the essential functions of the job. If this leave is granted, upon return, the employee will be reinstated to the same or a comparable position as the position held before the leave unless such a position no longer exists. Available accruals must be used for such leaves. For leaves related to an employee's own serious condition, or that of an eligible family member, sick leave will be utilized first, followed by other accrual (floating holiday, management leave, CTO, vacation). If all available accrual is depleted then the employee may continue on an unpaid leave until the 12 week maximum leave is taken. If an employee desires to take an FMLA leave not associated with the serious health condition of him or herself, or eligible family member, sick leave hours accrued may not be used.
2. Whenever possible the employee must provide at least thirty (30) days written notice that they would like to take this leave of absence. When this is not possible the employee must notify their supervisor, in writing, as soon as possible. Failure to comply with these notification rules may result in the denial or deferral of the requested leave until the employee has complied with the notice provisions.
3. The City will require the certification from the health care provider who is attending to the serious health care condition of the employee, the child, spouse or parent before allowing the leave to be granted to take care of that family member. If there is a question concerning this certification, the City reserves the right to require additional certification(s) at City expense. Unless otherwise agreed to by the City, any Family and Medical Care Leave must be taken in segments of one (1) full work day.
4. An employee has the right to take maternity leave and some amount of Family and Medical Care Leave. The employee should check with the Human Resources Manager to determine the eligibility of above mentioned leave.
5. The cost of health care coverage while on a Family and Medical Care Leave less any portion of the premium the employee is required to pay will be paid for by the City for up to twelve (12) weeks. If the employee does not return from leave, they will be responsible for reimbursing the City for the insurance premiums paid on the employees' behalf.
6. While the above provisions will apply to most employees in most circumstances, there are certain exceptions under which The City may refuse to grant a Family and Medical Care Leave.

**K.I. Family Care School Partnership Act**

Employees shall be entitled to take advantage of the Family Care School Partnership Act without loss of benefits. Time off taken under this Leave shall, at the employee's election, be either approved unpaid leave or paid by using available compensatory or vacation time.

**ARTICLE 8 – LEAVE (Battalion Chiefs Only)**

**A. Vacation/Sick Leave to Personal Leave Conversion**

Employees who become subject to Personal Leave Program must convert first any Vacation Leave and next any Sick Leave to “Personal Leave”. Any hours in excess of 728 hours will remain in a Sick Leave account to be utilized by the Employee, paid out upon separation from service as set forth herein, or converted to banked PERS service credit in accordance with CalPERS regulations. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee’s banked unused Sick Leave and one hundred (100%) percent of the employee’s banked Vacation Leave and Personal Leave accrual balances. (For example, if an employee is compensated for 450 hours of banked Sick Leave, a maximum of 50%, or 225 hours would be included in the one-time lump sum payout and the uncompensated 225 hours would be converted to PERS service credit in accordance with CalPERS regulations.)

**B. Personal Leave Accrual (56-hour work week)**

- 1 to 2 years of city Service = 358 Hours
- 2 plus years to 5 years = 380 Hours
- 5 plus years to 10 years = 414 Hours
- 10 plus years to 20 years = 444 Hours
- 20 plus years = 462 Hours

**C. Worker’s Compensation Pay**

Employees absent from work under Labor Code Section 4850 shall be compensated for those scheduled hours at straight time.

**D. Bereavement Leave**

1. Employees shall be granted leave of absence with pay not to exceed two work shifts (48 hrs.) per fiscal year non-cumulative for the purpose of attending funeral services, making related arrangements for the family or travel to and from the location of services on account of the death of any member of his/her immediate family. Member of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son in-law, daughter, daughter-in-law, brother, or sister of the employee, step parents or any relative living in the immediate household of the employee.
2. Leaves in excess of the 2 work shifts as specified above (or in case of additional deaths) shall be charged to personal leave or compensatory time.
3. Standard Employees will receive 40 hours of time to be used in the same manner as provided for in this section.

**E. Holidays**

In lieu of actual holidays, 48/96 Shift Employees will be paid 6.5 hours of holiday pay each pay period at the employees’ regular rate of pay at the same time and in the same manner as normal payroll is paid

**ARTICLE 89- PROFESSIONAL AND REPRESENTATIONAL EXPENSES**

**A. Professional Dues and Fees**

The City shall budget and pay or reimburse employees for certain professional dues, fees, and costs of the employee necessary for his/her continuation and full participation or membership in state, regional, and local associations or organizations necessary for him/her professional participation, growth and development and for the good of the City.

**B. Travel**

The City shall budget and pay or reimburse employees for certain travel, fees, charges, lodging and subsistence and other related expenses of the employee for attending meeting(s) necessary for him/her to properly perform his/her duties or are necessary to continue his/her professional development or to represent the City. This may include, but is not limited to, associated conferences or meetings; relevant League of California Cities' conferences or meetings; such other state, regional or local governmental related meetings; or relevant training, short courses, institutes, seminars or such other meetings or educational sessions or classes related to his/her position or responsibilities.

**C. Civic and Professional Participation**

There is a need for the City to be periodically represented, from time to time, by employees through their attendance at or before local civic, service, professional, business, charitable, governmental or other organizations. As such, the City shall budget and pay or reimburse employees for certain expenses resulting from such authorized periodic representational attendance.

**D. Reimbursement**

The City recognizes that to fulfill Paragraphs A, B, and C of this Article that certain expenses of a job- affiliated nature may be incurred by the employee in order to perform his/her duties or represents the City. The City shall pay or reimburse the employee for such general expenses as budgeted by the Council for costs that he/she may incur which may include, but are not limited to, costs for meals and lodging, registration fees, parking fees, bridge tolls, subscriptions, periodicals, publications, professional dues or similar charges.

**E. Receipts and Billing**

All expenses or costs authorized and incurred under Paragraphs A, B, and C of this Article, as budgeted by the Council, shall be reimbursed or paid by the City to or on behalf of the employee upon receipt of billings, statements, receipts, expense forms or personal affidavits as customarily required by the City for expenditure of funds.

**ARTICLE 910- RETIREMENT**

**A. Retirement Benefits**

1. Miscellaneous- Employees designated as local miscellaneous members by the City are provided retirement benefits under the Public Employees' Retirement System's Local Miscellaneous two point five percent at 55 (2.5% @ 55) formula.
2. Miscellaneous PEPRA - Employees hired January 1, 2013 or after and designated as local miscellaneous members by the City are provided retirement benefits under the Public Employee Pension Reform Act of 2013 Local Miscellaneous two percent at 62 (2% @ 62) formula, unless the employee has been employed with a CalPERS employer within the preceding six (6) months ("Classic Employee). Classic employees hired on or after January 1, 2013 shall be placed in the 2.5% @ 55 formula.



3. Fire Public Safety - Fire Department employees designated as local public safety members by the City are provided retirement benefits under the Public Employees' Retirement System's Local Public Safety (Fire) three percent at 55 (3% @ 55) formula.
4. Fire Public Safety PEPRA - Fire Department Employees hired January 1, 2013 or after and designated as local public safety members by the City are provided retirement benefits under the Public Employee Pension Reform Act of 2013 Local Safety (Fire) 2.7% at 57 formula, unless the employee has been employed in with a CalPERS employer within the preceding six (6) months ("Classic" Employee). Classic employees hired on or after January 1, 2013 shall be placed in the 3% at 55 formula.
5. Police Public Safety (Tier 1) - Police Department employees hired before July 1, 2011 and designated as local public safety members by the City are provided retirement benefits under the California Public Employee's Retirement System Local Safety (Police) 3% at 50 formula.
6. Police Public Safety (Tier 2) - Police Department employees hired after June 30, 2011 and designated as local public safety members by the City are provided retirement benefits under the California Public Employee's Retirement System Local Safety (Police) 3% at 55 formula (Tier 2).
7. Police Public Safety PEPRA - Police Department Employees hired January 1, 2013 or after and designated as local public safety members by the City are provided retirement benefits under the Public Employee Pension Reform Act of 2013 Local Safety 2.7% at 57 formula, unless the employee has been employed in with a CalPERS employer within the preceding six (6) months ("Classic" Employee). Classic employees hired on or after January 1, 2013 shall be placed in the 3% at 55 formula (Tier 2).
8. Social Security - Employees are also provided retirement benefits under Social Security.

## **B. Retirement Contributions**

1. During the term of this agreement, Unit 1 Miscellaneous employees agree to participate with pre-tax contribution for retirement for the Employee share under CalPERS retirement plan as follows:  
Employee will pay the full employee share of 8% (Classic) and 6.25% (PEPRA)(half the normal cost pursuant to the Pension Reform Act of 2013).
2. Public Safety (Fire) designated employees will pay a pre-tax contribution for retirement for the employee share under CalPERS retirement plan as follows:  
Employee will pay the full employee share of 9% (Classic) and 11.5% (PEPRA).
3. Public Safety (Police) designated employees will pay a pre-tax contribution for retirement for the employee share under CalPERS retirement plan as follows:  
Employee will pay the employees full 9% (Classic) and 11.5% (PEPRA).
4. The City will pay the full employer contribution to PERS.
5. The City will pay the employer contribution rate for Social Security.
6. The Employee will pay the full amount of the Employee's Contribution rate to Social Security.

## **C. Supplemental Retirement Benefit**

The City shall pay a supplemental benefit to each eligible employee covered under the terms of this MOU who attains normal retirement age. The term "minimum retirement age" is the age at which an employee elects to receive a disbursement under the terms of the employee retirement benefit plan. The term "elects" refers to employees who leave City employment for the sole reason of retiring under a PERS regular service retirement, disability retirement or industrial disability

retirement and has at least ten (10) years of service with the City of Grass Valley. Those Unit 1 employees forced to retire under disability retirement or industrial disability retirements covered under the terms of this MOU are deemed to have a minimum of 10 years of service credit with the City of Grass Valley.

The benefits provided under the terms of this Section shall be a one-time lump sum payment, calculated on the basis of fifty percent (50%) of the straight time value of the retiring employee's accumulated but unused sick leave, up to 450 hours on the date that the employee retires from City employment. (For example, if an employee is compensated for 450 hours at the 50% rate, the uncompensated 225 hours would go to PERS service credit along with any other accrued hours in excess of 450 hours). The reference to sick leave days in this Section is for purposes of calculating the benefit provided under this Section only, and shall not operate to "vest" sick leave hours, or otherwise create any entitlement to pay for those sick leave hours for an employee who terminates employment prior to attaining normal retirement age as defined in this sub-part. The straight-time value of the retiring employee's sick leave hours shall be computed solely and exclusively on the basis of the non-overtime normal wage rate paid to the employee, and no overtime premiums, or any other type of premium pay or pay for working out-of-class or employee benefits or other forms of non-straight time wage compensation shall be used for purposes of calculating the benefits due under this Section.

Any employee that shows an effective date of retirement into the PERS system within 120 days of separation from employment with the City shall be credited with PERS service credit for all accumulated but unused or uncompensated sick leave.

Consistent with the sick leave provisions of this MOU, any employee whose employment with the City terminates for any reason, as opposed to being reinstated, prior to attaining normal retirement age, forfeits all accumulated but unused sick leave hours, and shall not become entitled or eligible to receive any benefits under the terms of this Section even if the employee is subsequently re-employed by the City. Notwithstanding the limitations contained in the previous sentences, the City shall pay a supplemental retirement benefit consisting of all unused sick leave to the estate of any employee covered by this MOU who is killed in the line of duty. Any rehired or reinstated employee shall begin to accrue sick leave hours as if they had never worked for the City previously. The benefit provided in this Section shall not arise or vest until such time as the individual employee applying for the benefit becomes eligible for the benefit as provided in this Section and provides written notice to the City Manager of his/her intention to retire from employment with the City. The benefit provided in this Section shall not increase the City's obligations with respect to other benefits of employment, including, but not limited to, other retirement benefits, health and welfare benefits, sick leave benefits, disability benefits, or any other form of compensation or fringe benefits of whatsoever kind or nature.

#### **D. Retiree Health Insurance Benefit**

1. Any employee retiring from the City under PERS, after twenty-five (25) or more years of City service, is eligible for the following retiree health insurance benefit. To receive this benefit a retiree must provide ongoing evidence of health insurance coverage.
  - I. An employee retiring from the City after July 2, 2006 will receive two hundred fifty (\$250.00) dollars per month, not including the statutory administrative fee for PERS coverage.



2. Such benefit will cease upon the retiree receiving group medical insurance coverage from another employer or receiving coverage through Medicare. If a retiree covered under another employer's group medical insurance loses such coverage, this benefit will start or restart until the retiree is otherwise ineligible.

## **ARTICLE 1140- HEALTH AND WELFARE**

### **A. Insurance Benefits**

During the term of this agreement the City will make available medical, dental, and vision insurance benefits to the employee and their dependents.

1. The City will pay a monthly flat rate contribution for health insurance (Medical, Vision, and Dental). The amount paid will be based on the employee's selection of medical coverage based on the following:
  - I. For Employees only: \$814
  - II. For Employees plus one dependent: \$1,622
  - III. For Employee plus two or more dependents: \$2,130
2. If at any point during the term of this agreement increased flat rate contributions for health insurance are provided by the City to either Unit 6 or Unit 8, the amount paid to Unit 1 employees, based on the employee's selection of medical coverage shown above, shall be immediately adjusted to the highest amount paid to either Unit 6 or Unit 8 employees.
3. All benefits shall be subject to the standard provisions set forth in the policy or policies, or P.E.R.S. regulations.
4. Employees waiving medical insurance coverage shall receive two hundred fifty (\$250) dollars less the cost of any elected dental or vision insurance. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due employees for waiving medical insurance coverage shall be paid in a lump sum once per month.
5. Disputes concerning the hospital/medical, vision and life insurance provided pursuant to this MOU-including, but not limited to, questions as to the scope of benefits or disability coverage, eligibility, and premium rate shall not be subject to the Grievance Procedure.
6. The retiree health care benefit is subject to policy or policies or PERS regulations, including the payment of administrative fees, which will be paid by the City. Subject to provisions/policies of the insurance carrier, retirees and their dependents may, at their own expense, continue coverage under the City's program, which may extend beyond the COBRA period.
7. The dental and vision plans selected for Unit members shall be maintained in the Human Resource Office for reference.
8. The City agrees to supply life insurance for each employee in the amount of fifty thousand (\$50,000) for each employee, five thousand (\$5,000) dollars for the employee's spouse and fifteen hundred (\$1,500) dollars for other eligible dependents without cost to the employee.

### **B. Cost Containment Committee**

The City shall establish a health care cost containment committee, which shall be advisory only; its purpose shall be to review alternatives, and to recommend long-term strategies. These recommendations will be made to the City Council via the City Manager for review and advisement.

### **C. Income Protection Insurance**

The City shall provide without cost to the employee an Income Protection Insurance Program that shall insure a unit employee's income to a maximum of sixty-six and two-thirds (66-2/3) of monthly earnings with a ceiling of six thousand (\$6,000) dollars in calculated base, reduced by other income. The City shall contribute a maximum of one (1) percent of Unit payroll toward the premium. Conditions of coverage shall be controlled by the master agreement with the insurance company. The Battalion Chief position may elect Income Protection Insurance coverage through the same vendor as Unit # 8 employees provided the cost to the City is no greater than that provided to other Unit # 1 employees.

**D. Legal Defense Insurance**

The City shall provide legal defense insurance offered through the California Police Officers' Association for Police Department Employees. The plan agreed upon contains a \$0 deductible and a \$470 annual premium.

**ARTICLE 121- SAFETY**

**A. Safe Conditions, Equipment and Duties**

1. The City and employees agree to maintain a safe and healthful place of work and to maintain safety as well as sanitary conditions in accordance with all applicable state laws. Unsafe working conditions or hazardous jobs which jeopardize the health and safety of the employees shall be directed to the attention of the employee's supervisor or department head. The City shall investigate the complaint and make any and all corrective measures as deemed necessary by the City. Employees shall cooperate fully in carrying out safe practices and in using safety devices provided by the City.
2. Employees agree that the duties and tasks performed by them shall be performed in a safe and healthful manner.
3. The City agrees to purchase rain gear for employees that are required to work in the elements. All rain gear purchased shall remain the property of the City.
4. Personnel will receive an annual safety allowance of one hundred twenty-five (\$125.00) dollars per year to be used for safety equipment that assures and enhances the personal and direct safety of the employee and their job. The employee's Department Head and the City Safety Officer must approve reimbursement of this allowance. The roll over option extends to personnel to a maximum of two hundred fifty (\$250.00) dollars and if the allowance is not used in the second year, the benefit will be lost for that year.

**B. Uniforms**

1. For Battalion Chief the City will provide the following:
  - I. The Battalion Chief shall receive a uniform allowance of \$1,200.00. The allowance will be paid twice each year, with one half in July and one half in January. Payment will be made with first full pay period of the month and be made as part of the normal pay check. For PERS Classic members, uniform allowance(s) shall be considered pensionable compensation and will be reported to CalPERS each pay period on a prorated basis.
  - II. Employees will purchase a Class A uniform within two years of hire. New hires will purchase a Class A uniform within three years of hire.
  - III. Individual S.C.B.A. masks; and
  - IV. Other approved work related benefits as may be appropriate that are associated with City firefighters.

2. For Police Department Employees the City will provide the following:
  - I. The Police Department Employees shall receive a uniform allowance of Thirteen Hundred Seventy Five Dollars (\$1,375.00) per fiscal year in two installments. Each installment shall be paid in a lump sum of Six Hundred and Eighty-Seven Dollars and Fifty Cents (\$687.50). The first installment shall be paid the first pay period in July of each year. The second installment shall be paid the first pay period of January of each year. For PERS Classic members, uniform allowance(s) shall be considered pensionable compensation and will be reported to CalPERS each pay period on a prorated basis.
  - II. The Police Department Employees may have one uniform per week professionally cleaned at an established vendor. For PERS Classic members, the actual average cost per employee of the laundered uniform service shall be considered pensionable compensation and will be reported to CalPERS each pay period on a prorated basis. In no event shall the cost for maintaining the laundered uniform service exceed One Thousand Two Hundred Dollars (\$1,200.00) per year.
3. For all other Employees who are required to wear uniforms:
  - I. The City shall provide and launder uniform shirts and uniform pants.
  - II. The City shall provide appropriate personal protective equipment.
  - III. The City shall provide appropriate rain suits (weather related gear) that are Gore-Tex or similar in quality and that meet safety requirements;
  - IV. In addition to the above, for Maintenance and Water/Wastewater personnel, the City will purchase up to 5 T-shirts each year for each employee if the employee turns in 5 uniform shirts. After the first year, worn T-shirts may be turned in for new T-shirts.
  - V. Per PERS Classic members, the cost of providing and laundering uniforms not to exceed \$500 annually shall be considered pensionable compensation and will be reported to PERS each pay period on a prorated basis.

### **C. Employee Alertness**

1. The most effective safety equipment an employee possesses is an alert mind. Conversely, an employee whose judgment, reactions and analytical processes are impaired or influenced by alcohol or drugs poses a risk to themselves, their coworkers and to the public. The City, therefore, expressly retains the right as explained in this Article to verify that employees covered by the Agreement are alert and are not under the influence of alcohol, controlled substances, drugs or other conditions which would tend to affect or impair judgment, reactions or thought processes.
2. The parties recognize the problems associated with alcohol and drug abuse in the work place and recognize the safety hazard, which would be presented if an employee worked while under the influence of alcohol, intoxicating drugs or controlled substances. The parties further agree that a testing procedure with both privacy and accuracy safeguards is one appropriate means of protecting the safety of Employees.
3. The employees and the City have reached complete agreement on a drug and alcohol policy reference in the Personnel Commission Compendium.

### **D. Drug, Alcohol and Substance Abuse Policy**

A model "Chain of Custody" procedure as set forth in the Personnel Commission Compendium will be utilized in the event the City contracts for testing services.

**E. Employee Assistance Program**

The City has established an Employee Assistance Program. This program provides confidential counseling help for employees and their families. This benefit allows for three (3) visits per year per family member, at no cost to the employee. This program endeavors to provide counseling services for personal problems related to marital/family, relationship problems, alcohol or drug abuse, stress related problems, depression and other types of psychological problems, for employees in need of such referral and intervention.

**ARTICLE 123- REDUCTION IN FORCE AND RE-EMPLOYMENT****A. Layoff/furlough Provision**

1. In lieu of layoff, the City may pursue consideration of a furlough or reduction of hours on a department basis as follows:
  - I. City Council makes a finding that for reason of lack of work, lack of funds, or for reorganization that a reduction in services is needed.
2. Department Head consults with employees to explore alternatives:
  - I. Voluntary furloughs/hours reduction on an individual basis is sought first.
  - II. Involuntary furloughs or reductions in hours may be imposed on a uniform basis by class within a department, but not to exceed 40 hours per year. Management is required to meet and confer regarding the impact on unit members resulting from the involuntary furlough.
  - III. Direct cost benefit accruals shall not be reduced for employees. Insurance shall still be paid as provided for in this agreement by the City. Leave accruals will continue with no impact.

**B. Treatment of Employees Laid Off**

When a Department Head is instructed by the City Council to reduce the number of employees in the classified service within their department, layoff shall be made in accordance with any pertinent Civil Service Rules and Regulations.

**ARTICLE 134- GRIEVANCE PROCEDURE****A. Definition**

A grievance is any dispute concerning the interpretation or application of this resolution, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of a City rights' decision on wages, hours and other terms and condition of employment.

**B. Process**

Grievances shall be processed in accordance with procedures established by the City.

**C. Procedures**

1. All grievances shall be processed only in accordance with the procedures and general conditions set forth below.
2. It is the intent of these procedures to encourage resolution of complaints and grievances informally, at the nearest practical organizational level from which it emanates, and as promptly and fairly as possible to all concerned.

**D. Informal Grievance**

1. **Informal Grievance:** Within five (5) working days following an occurrence giving rise to a grievance, the employee shall orally present the grievance situation to his/her immediate supervisor. (Exception: where the grievance directly involves the working relationship with the supervisor, the grievance shall be presented to the next higher level of supervision). The employee and supervisor have a mutual responsibility to have the grievance resolved at their level whenever possible.
2. Presentation of an informal grievance shall be necessary prior to processing it further as a formal grievance.

#### **E. Formal Grievance**

**Formal Grievance:** A formal grievance shall only be initiated in writing to each appropriate step of the grievance procedure with a copy to the Human Resource Office.

##### **Step 1:**

1. If a mutually satisfactory solution of the grievance was not resolved informally, the employee may file a written grievance with his/her department head (or designated representative) within five (5) working days after the last meeting between the employee and supervisor. Within ten (10) working days after the formal grievance is received, the Department Head shall investigate the facts and issues at the earliest date consistent with the nature of the grievance and the normal conduct of the department's business. Within five (5) working days after concluding the investigation, the Department Head shall render a decision in writing to the employee and Human Resource Office.
2. Unless a decision of the Department Head is appealed by the employee to Step 2, in the time limits provided, the grievance shall be deemed resolved, final and binding.

##### **Step 2:**

1. If the employee finds that the grievance has not been resolved in Step 1, he/she may, within five (5) working days after the Department Head's decision is rendered, request in writing that the City Manager consider the grievance and decision as rendered by the Department Head. Within ten (10) working days after the grievance is received, the City Manager (or designated representative) shall review the facts, issues and make such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days after concluding the review, the City Manager shall render a decision in writing to the employee, Department Head and Human Resource Office.
2. Unless the decision of the City Manager is appealed by the employee to Step 3, in the time provided, the grievance shall be deemed resolved, final and binding.

##### **Step 3:**

1. If the employee finds that the grievance has not been resolved in Step 2, he/she may, within five (5) working days after the City Manager's decision is rendered, request in writing to the Personnel Commission that they consider the grievance and decision rendered by the City Manager. Within fifteen (15) working days after the grievance is received, the Personnel Commission shall commence conducting the review. The Personnel Commission shall determine the best

means to conduct the review of the facts, issues and such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days after concluding the review, the Personnel Commission shall render a decision in writing to the employee, City Manager, Human Resource Office and Department Head.

2. Unless the decision of the Personnel Commission is appealed by the employee to Step 4, in the time provided, the grievance shall be deemed resolved, final and binding.

**Step 4:**

1. If the employee finds that the grievance has not been resolved in Step 3, he/she may, within five (5) working days after the Personnel Commission decision is rendered, request in writing to the City Council that they consider the grievance and decision rendered by the Personnel Commission. Within fifteen (15) working days after the grievance is received, the City Council shall commence conducting the review. The City Council shall determine the best means to conduct the review of the facts, issues and such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days after concluding the review, the City Council shall render a decision in writing to the employee, Personnel Commission, City Manager, Human Resource Office and Department Head.
2. The decision rendered by the City Council shall be final and binding.

**F. General Conditions**

1. Review and determination of a grievance is applicable to certain interpretations and applications as set forth under Definitions and, as such, cannot change any City adopted salary schedules/ranges or such other benefits subject to the meet and confer process.
2. Performance Appraisals and merit step determinations are not grievable matters except as provided below. Performance Appraisals and merit increase concerns should be brought forward to the Human Resource Office, with a final determination to be made by the City Manager. If an employee does not receive a due evaluation within a month after the due date, the employee may file a grievance.
3. Grievances regarding termination of employment may be made only on behalf of an employee who has successfully completed a required probationary period and attained permanent status.
4. An employee may choose to represent himself/herself or select a representative of his/her choice. The employee shall be personally present at any meeting which may be held, unless he/she specifically waives that right in writing.
5. In the event that more than one (1) employee is directly involved in a grievance, they shall select one (1) person from among them to carry the grievance forward on their behalf. This person may also select a representative of his/her choice. The employee shall be present at any meeting held on their behalf, unless he/she specifically waives that right in writing.
6. Any time limit of these procedures may be extended by mutual consent of the parties.
7. During the grievance process, there shall be no interruption of scheduled work of a department or the City.
8. It is understood that the City is currently in the process of revising the Personnel Rules and Regulations, including the Grievance Procedure, and Unit # 1 will review and have

input to the Grievance Procedures prior to finalization. It is agreed once the Grievance Procedures have been finalized, they will be incorporated i.1.1 to this MOU.

**ARTICLE 145- RESIDENTIAL MILEAGE RESTRICTION**

Sworn employees in this unit shall live no further than 30 air miles from the City limits. The Fire or Police Department Employees shall have discretion to permit sworn employees to live further than 30 air miles from the City limits when, in the Chiefs' opinion, the employee will be capable of responding to an emergency in a reasonable period of time.

**ARTICLE 156- MAINTENANCE OF NEGOTIABLE BENEFITS**

It is understood and agreed by the parties that there exist within the City certain negotiable past practices, policies, or procedures which pertain to wages, hours, and conditions of employment. Such matters shall not be modified or rescinded during the term of this MOU except by the giving of notice to the Employees and providing the opportunity to meet and confer on the matter.

**ARTICLE 167- NOTICE**

Whenever provision is made in this MOU for the giving, service, or delivery of any notice, statement, or other instrument, the same shall have been deemed as delivered, duly served or given upon personal delivery or upon mailing the same by United States registered or certified mail, proof or service, to the party entitled thereto at the address set forth below:

**Employer:**  
City Manager  
City of Grass Valley 125 E. Main Street  
Grass Valley, Ca. 95945

**Bargaining Unit:**  
Unit 1 Representative  
City of Grass Valley 125 E. Main Street  
Grass Valley, Ca. 95945

**ARTICLE 178- SEVERABILITY SAVINGS CLAUSE**

- A. If, during the life of this Agreement, any law or any order issued by a Court or other tribunal of Competent Jurisdiction shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.
- B. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties mutually agree to meet and negotiate within ninety (90) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE 189- TERMS OF AGREEMENT**

- A. This Agreement shall be effective upon the approval by the City Council and shall continue in full force and effect until June 30, 2022.
- B. This Agreement may be extended; provided that either party notifies the other within thirty (30) days prior to the expiration date of this Agreement of its desire, and both parties mutually agree in writing to the extension.



**RECOMMENDATION OF REPRESENTATIVES**

The City and representatives of the employees for Unit #1 have held meetings and discussed the above, and representatives of the employees have caused this Agreement to be signed and the representative of the City has caused this Agreement to be signed to signify their mutual recommendation for approval by the City Council as follows:

\_\_\_\_\_  
Timothy Kiser, City Manager

\_\_\_\_\_  
Bjorn Jones, Unit #1 Representative

\_\_\_\_\_  
Michael Colantuono, City Attorney

\_\_\_\_\_  
Joseph Matteoni, Unit #1 Representative

**APPROVAL OF AGREEMENT**

Approval and adoption of this Memorandum of Understanding is made this 25th day of June 2019 and is effective from July 1, 2019 through June 30, 2022 by the Grass Valley City Council.

\_\_\_\_\_  
Lisa Swarthout, Mayor

Attest:

\_\_\_\_\_  
Kristi K. Bashor, City Clerk

**Appendix A**

Position	Hourly						Bi Weekly						Monthly						Annually					
	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
<b>Management/Supervisory Unit 1 July 1, 2022 - June 30, 2023:</b>																								
Animal Control Supervisor	29.58	-	32.78	-	37.92		2,366.05	-	2,622.45	-	3,033.59		5,126.45	-	5,681.98	-	6,572.77		61,517.38	-	68,183.72	-	\$ 78,873.24	
Assistant Chief Treatment Plant Operator	49.08	-	54.11	-	62.28		3,926.03	-	4,329.07	-	4,982.21		8,506.40	-	9,379.65	-	10,794.78		102,076.75	-	112,555.76	-	\$ 129,537.36	
Assistant Engineer	39.09	-	43.32	-	49.89		3,127.15	-	3,465.41	-	3,990.80		6,775.49	-	7,508.40	-	8,646.74		81,305.86	-	90,100.75	-	\$ 103,760.88	
Assistant City Engineer	55.54	-	61.54	-	70.90		4,443.32	-	4,922.83	-	5,672.23		9,627.20	-	10,666.13	-	12,289.83		115,526.37	-	127,993.58	-	\$ 147,477.99	
Associate Civil Engineer	46.89	-	51.94	-	59.84		3,751.50	-	4,155.44	-	4,786.98		8,128.25	-	9,003.45	-	10,371.80		97,538.97	-	108,041.37	-	\$ 124,461.60	
Battalion Chief (40)	48.40	-	53.64	-	63.24		3,872.05	-	4,291.28	-	5,059.58		8,389.44	-	9,297.78	-	10,962.41		100,673.31	-	111,573.35	-	\$ 131,548.96	
Battalion Chief (56)	48.41	-	53.64	-	63.24		3,872.57	-	4,291.22	-	5,059.15		8,390.56	-	9,297.65	-	10,961.50		100,686.77	-	111,571.82	-	\$ 131,537.95	
Building Official	43.83	-	48.58	-	55.96		3,506.80	-	3,886.44	-	4,476.61		7,598.06	-	8,420.63	-	9,699.32		91,176.71	-	101,047.56	-	\$ 116,391.82	
Principal Planner	46.02	-	50.98	-	58.72		3,681.33	-	4,078.07	-	4,697.92		7,976.21	-	8,835.81	-	10,178.83		95,714.50	-	106,029.77	-	\$ 122,145.92	
Utilities Super./Chief Treatment Plant Operator	52.90	-	58.61	-	67.52		4,231.91	-	4,688.92	-	5,401.44		9,169.13	-	10,159.33	-	11,703.12		110,029.57	-		-	\$ 140,437.40	
Police Captain	58.62	-	66.90	-	82.67		4,689.82	-	5,351.96	-	6,613.25		10,161.28	-	11,595.91	-	14,328.72		121,935.41	-	139,150.92	-	\$ 171,944.59	
Police Lieutenant	51.29	-	56.94	-	68.89		4,103.26	-	4,554.88	-	5,511.19		8,890.39	-	9,868.90	-	11,940.92		106,684.71	-	118,426.81	-	\$ 143,291.06	
Information Technology Analyst	49.08	-	54.09	-	62.63		3,926.03	-	4,327.27	-	5,010.10		8,506.40	-	9,375.75	-	10,855.21		102,076.75	-	112,508.98	-	\$ 130,262.47	
General Ledger Accountant	34.88	-	43.61	-	54.97		2,790.68	-	3,488.80	-	4,397.44		6,046.48	-	7,559.08	-	9,527.79		72,557.77	-	90,708.90	-	\$ 114,333.45	
Senior Accountant	34.88	-	43.61	-	54.97		2,790.68	-	3,488.80	-	4,397.44		6,046.48	-	7,559.08	-	9,527.79		72,557.77	-	90,708.90	-	\$ 114,333.45	
Senior Engineer	51.21	-	56.76	-	66.02		4,096.96	-	4,540.48	-	5,281.79		8,876.75	-	9,837.71	-	11,443.87		106,520.97	-	118,052.56	-	\$ 137,326.45	
Senior Engineer/Deputy Director	55.54	-	61.54	-	70.90		4,443.32	-	4,922.83	-	5,672.23		9,627.20	-	10,666.13	-	12,289.83		115,526.37	-	127,993.58	-	\$ 147,477.99	
Superintendent	40.14	-	43.60	-	50.90		3,210.82	-	3,487.90	-	4,071.77		6,956.77	-	7,557.13	-	8,822.17		83,481.19	-	90,685.51	-	\$ 105,866.04	
Superintendent II	42.14	-	45.78	-	53.44		3,370.95	-	3,662.43	-	4,275.09		7,303.73	-	7,935.27	-	9,262.69		87,644.73	-	95,223.30	-	\$ 111,152.32	

## **APPENDIX B- PROCEDURE TO MONITOR CHAIN OF CUSTODY**

Upon implementation of its drug/alcohol-testing program, the City of Grass Valley should enter a contractual agreement with a NIDA certified physician service, hospital, and/or laboratory.

Inter alia, the contractee should design a chain of custody procedure, a copy of which should be provided by the City to the Bargaining Unit. Items to be addressed include:

- A. Who will coordinate the urinalysis program? This question really has two parts: What department will be responsible for the program, and who will collect the sample?
- B. How will sample tampering be prevented?
- C. Chain of custody samples: Starting at the time of collection, a sample's chain of custody must be documented and protected. Chain of custody is a legal term that refers to the ability to trace the sample from the time it was donated by the employee or applicant through all the steps in the process: from collection, through analysis, to reporting the result.
  1. Were the specimen and the reported result correctly matched?
  2. It will be further required that each time the sample changes hands or is moved from one place to another, it is signed and kept in a secure area to insure against inadvertent or intentional switching with another sample.
  3. The elements of a good chain of custody procedure include the following:
    - I. The employee should be supervised while delivering the specimen.
    - II. The specimen container/s, preferably tamper-proof, should be banded directly to the person supervising the collection and labeled and sealed immediately. (The sample should be split, with one container held in reserve for possible re-testing).
    - III. The collector and the donor should initial the bottle to indicate that both agree that the bottle contains the person's urine specimen.
    - IV. The name of each person who has access to the specimen should be noted on a form accompanying the specimen.
    - V. The sample should be kept in a secure place such as a locked room or refrigerator until it is either tested or sent to the laboratory.
    - VI. Testing performed at the workplace should be done in a secure location to avoid the possibility of a passerby exchanging samples.
    - VII. The sample must be transported to an outside laboratory. It should be mailed in a sealed container. U.S. Mail, or a commercial postal service or courier is all acceptable means for transporting specimens.
    - VIII. The specimen must be in the same condition when offered as evidence as it was when taken, unless the change is for a justified purpose such as an alteration required for the testing procedure.
- D. Further items to be addressed concern the documentation procedures and consequences when an employee:
  1. Refuses to submit a specimen; or
  2. Alleges that he/she cannot provide a specimen.
- E. Maintenance of confidentiality by facility and employer:

1. If the medical department does the testing and the results become part of the medical file, that file is protected under law.
2. Stringent confidentiality is required by all departments of the City. Unless there is justifiable reason to know the test results, the information should be confidential.



## City of Grass Valley City Council Agenda Action Sheet

**Title:** CDBG Memorial Park Public Facilities Improvement Project - Program Amendment for Program Income Expenditure Increase.

**Recommendation:** That Council convene a public hearing and authorize a Community Development Block Grant (CDBG) program budget amendment to allocate additional Program Income (PI) towards the CDBG Memorial Park Public Facilities Improvement Project and adopt Resolution 2022-65.

**Prepared by:** Lance E. Lowe, AICP, Principal Planner

**Council Meeting Date:** July 26, 2022

**Date Prepared:** July 20, 2022

**Agenda:** Public Hearing

**Background Information:** The City Council approved a CDBG Budget Amendment for a Program Income expenditure increase not to exceed \$740,000 on June 28, 2022. However, additional unexpected PI monies were received in excess of the \$740,000 necessitating a revised budget amendment increase.

In the original CDBG grant application, Staff estimated \$160,000 in Program Income to be collected during the grant period be allocated towards the project budget. To date, significantly more PI funds have accumulated during the project timeline and are totaling \$886,857 or \$126,857 more than was anticipated in the prior PI increase request approved by Council on June 28, 2022.

On August 26, 2020, the City was notified of its award of a Community Development Block Grant in the amount of \$3,499,281 for the CDBG Memorial Park Public Facilities Improvement Project. The Project involves the construction of new swimming pools, softball field turf installation, restroom replacement, and pickleball and basketball court construction, among other numerous park facility improvements. A construction contract with Western Water Features was executed in the amount of \$4,734,436 on June 8, 2021, to complete the CDBG Memorial Park Public Facilities Improvement Project, which is now nearing completion.

The California Department of Housing and Community Development (HCD) administers the CDBG Program and requires the execution of a budget amendment to add any available funds to the project after initial approval. A Council Resolution and an opportunity for public participation and comment on the use of additional PI funds is requested to enact the amendment.

Amending the CDBG Program project budget to allow the use of an additional \$726,857 in PI funds will more completely fund the public facility improvements and will be used 100% to cover construction costs of activities identified in the original project scope of work. Staff request that Council approve the attached Resolution, not to exceed 900,000 of PI funds, authorizing the budget amendment and allow for any public comment on the use of this additional PI funding for the Memorial Park Public Facilities Project.

**Council Goals/Objectives:** Improvements funded with this action execute portions of work tasks towards achieving/maintaining Strategic Plan Goal - Recreation and Parks.

**Fiscal Impact:** Added PI will reduce the local funds (Measure E) necessary to fully fund the project.

**Funds Available:** Yes

**Account #:** 300-406-64140

**Reviewed by:** \_\_\_\_\_ City Manager

**ATTACHMENT:**  
Attachment 1 - Resolution No. R22-65

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AUTHORIZING  
A PROGRAM INCOME EXPENDITURE INCREASE FOR THE MEMORIAL PARK  
PUBLIC FACILITIES PROJECT**

**WHEREAS**, the City of Grass Valley has entered into a Grant Agreement with the Department of Housing and Community Development (HCD) under the Community Development Block Grant Program in the amount of \$3,499,281 to fund the CDBG Memorial Park Public Facilities Improvement Project; and

**WHEREAS**, the initial project budget identified the use of an estimated \$160,000 in Program Income received over the term of the grant; and

**WHEREAS**, the City of Grass Valley is in receipt of \$886,857 in Program Income by the end of the project; and

**WHEREAS**, the City of Grass Valley has entered into a Construction Contract in the amount of \$4,734,436 to complete the CDBG Memorial Park Public Facilities Improvement Project and the scope of work identified in the grant proposal; and

**WHEREAS**, the \$726,857 in additional Program Income is best spent by allocating the funds to the City's active CDBG Public Facilities Improvement Project through a budget amendment process; and

**WHEREAS**, a notice of public hearing for the CDBG Program Income Expenditure Increase has been published in the Grass Valley Union Newspaper in accordance with the Brown Act; and,

**WHEREAS**, the opportunity for public input on the proposed use of Program Income funds has been permitted; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY**; that the City authorizes HCD to enact a project budget amendment to allocate Program Income Funds not to exceed \$900,000 to fund the CDBG Memorial Park Public Facilities Improvement Project.

**ADOPTED** as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 26<sup>th</sup> day of July 2022, by the following vote:



**RESOLUTION NO. R22-65**

Item # 12.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AUTHORIZING  
A PROGRAM INCOME EXPENDITURE INCREASE FOR THE MEMORIAL PARK  
PUBLIC FACILITIES PROJECT**

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Ben Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Taylor Day, Deputy City Clerk

\_\_\_\_\_  
Michael Colantuono, City Attorney



# City of Grass Valley City Council Agenda Action Sheet

**Title:** Consideration of a School Resource Officer agreement with the Grass Valley School District

**Recommendation:** Approve the agreement between the Grass Valley School District and the Grass Valley Police Department to provide School Resource Officer services

**Prepared by:** Alexander K. Gammelgard, Chief of Police

**Council Meeting Date:** July 26, 2022

**Date Prepared:** July 20, 2022

**Agenda:** Administrative

**Background Information:**

In early 2020, the district office and two Grass Valley School District (GVSD) campuses (Lyman Gilmore and Margaret G Scotten) were annexed into the City of Grass Valley. These two schools combined serve a significant number of K-8 students from within and around the City (+/- 800 students plus staff). Upon annexation, the Grass Valley Police Department (GVPD) became the primary law enforcement agency responsible for response to the schools. With the annexation, all GVSD schools and facilities, including Lyman Gilmore Middle School, Margaret G Scotten Elementary School, Bell Hill Academy, and Grass Valley Charter School, are now within the City.

Through conversations with GVSD and its leadership, it was determined that having a dedicated officer available to assist with a broad range of duties, would enhance the safety of students, staff, and facilities. The primary need for an SRO was identified to be at the Lyman Gilmore campus, but services would be provided based upon requests by the District at any of the schools listed above.

GVPD currently has an agreement with NJUHSD for SRO services at Silver Springs High School. GVSD desires to engage in a similar agreement (see attached) and share in the cost of an officer. The agreement calls for joint-selection of a GVPD officer to serve as the GVSD SRO. The roles of an SRO are vast, from crime prevention, investigation, deterrence and campus safety to:

- Sharing information with the administrators about persons and conditions that pertain to campus safety concerns

- Resolving problems to preserve a positive school climate
- Being familiar with helpful community agencies and access to services for students and/or family members
- Participate as a member of a multi-agency group related to school site safety
- Being a resource to students, their families, and school district personnel in the form of an information source, problem-solving assistance, and/or referral to appropriate personnel or agencies
- Making appearances before site councils, parent groups, and other groups associated with the campus as a speaker on a variety of requested topics
- Providing career information and experience opportunities and promoting an accurate and positive image of law enforcement in modern society
- Developing, teaching, and facilitating extracurricular activities and/or summer camp programs in collaboration with the District and/or local youth-serving organizations

Additional roles and responsibilities are outlined in Attachment A to the agreement.

The City and the Police Department desire to work closely with GVSD as partners. The District has an interest in safety at their school sites and for their students and staff, while the City has an interest in attracting and retaining families who will enroll their children in GVSD programs. The police department and District intend to work together to develop strategies to enhance school safety. The initial term of this agreement is for 3 years as a “pilot program” at which time the agreement can be extended by written request and agreement by both parties.

**Council Goals/Objectives:** The execution of this action attempts to achieve Strategic Goal #6 - Exceptional Public Safety

**Fiscal Impact:** The GVSD will reimburse the City for costs associated with the FTE Police Officer position, not to exceed \$60K per year for the term of the agreement. The difference of the cost for an FTE will be borne by the City at a cost of approximately \$60K plus indirect non-personnel costs associated with employment of a police officer (i.e. vehicle maintenance, fuel, training, etc).

**Funds Available:** Yes

**Account #:** General Fund Reserves

**Reviewed by:**

**Attachments:** Agreement between the City of Grass Valley and the Grass Valley School District for School Resource Officer Services

**AGREEMENT BETWEEN THE CITY OF GRASS VALLEY AND THE GRASS VALLEY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES**

THIS AGREEMENT is dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, between the CITY OF GRASS VALLEY, a municipal corporation, having a principal place of business at 125 East Main Street, Gras Valley, California, 95945, hereinafter referred to as “CITY,” and the GRASS VALLEY SCHOOL DISTRICT, whose business address is 10840 Gilmore Way, Grass Valley, California, 95945, hereinafter referred to as “GVSD.” CITY and GVSD may be referred to herein individually as “Party” and collectively as the “Parties.”

**WHEREAS**, GVSD wishes to obtain the services of a sworn police officer to serve as the school resource officer on its campus; and

**WHEREAS**, CITY is willing to contract with GVSD for such services.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Parties hereto as follows:

**1. SCOPE OF SERVICES AND TERM**

- A. CITY agrees to provide and dedicate to GVSD a sworn police officer to serve as the School Resource Officer (SRO) for GVSD on GVSD campus. The officer shall serve up to 50% of his/her time on GVSD campus, except during critical incidents or other emergencies, which may arise, which may require his/her presence elsewhere in the city.
- B. Representatives of the CITY and GVSD shall make recommendations for the SRO position to the CITY Chief of Police, who shall assign such officer.
- C. The term of the Agreement shall commence \_\_\_\_\_ and expire June 30, 2026, unless extended by mutual written consent. Written notice of intent to negotiate an additional extension shall be given by the party desiring such extension no later than March 1, 2026.

**2. RESPONSIBILITY OF CITY: OFFICER’S DUTIES**

- A. CITY shall administer this contract and provide SRO services as set forth in **Attachment A**, which is attached to this Agreement and incorporated by this reference, at those times when appropriate or at those times designated therein. Services shall include, but not be limited to the enforcement of all state and local criminal laws and coordination with other enforcement details targeting truancy, violence, gangs, and drug activity, as well as campus safety. Additional job duties and tasks will be mutually agreed upon by the parties. The allocation of the officer’s time will be mutually agreed upon between a representative of GVSD and the CITY Chief of Police or his designee.
- B. CITY shall control and determine the performance of CITY personnel serving under this Agreement, including, but not limited to the standards of personnel performance and discipline.

C. CITY shall provide and supervise all personnel, furnish all equipment including vehicles, if any, and provide all supplies necessary to perform its duties as provided herein.

**3. COMPENSATION**

A. As consideration for providing the services outlined above during the term of this Agreement, GVSD shall reimburse CITY \$60,000 per fiscal year (“Fixed Cost Rate”) as set forth herein:

- 1. CITY shall submit a quarterly invoice to GVSD.
- 2. GVSD shall pay such invoice to the City within thirty (30) days of receipt.

B. Should the Parties extend the Agreement by mutual written consent, the Fixed Cost Rate for the extended term shall increase pursuant to GVSD’s Cost-of-Living Adjustment for the year(s) of the extended term.

**4. STATUS OF PERSONNEL UTILIZED**

A. All personnel furnished by CITY shall at all times remain employees of CITY and be considered as such for all purposes. They shall not have, nor acquire, any benefits or rights GVSD may confer on GVSD employees.

B. CITY shall be solely responsible for all salary, benefits, workers’ compensation, and insurance for CITY employees performing duties under this Agreement, and CITY shall be solely responsible for all supervisory, disciplinary and other employment related purposes for CITY employees performing duties under this Agreement. GVSD shall not be liable for the payment of any salaries, wages, overtime, vacation or other benefits or compensation to any CITY personnel performing duties under this Agreement. CITY shall retain the right to exercise its professional control over how it renders services, except as otherwise set forth in this Agreement.

C. GVSD shall have the right to reject for reasonable cause any employee of CITY assigned by the CITY to perform duties or services for GVSD.

**5. INDEMNITY**

To the furthest extent allowed by law, each party (the, “Indemnifying Party”) shall indemnify, defend and hold harmless the other Party (the “Indemnified Party”) and each of its officers, agents, employees, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort or strict liability, including, but not limited to, personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorneys’ fees and litigation expenses) that arise out of or pertain to the negligence, recklessness, or willful misconduct of the Indemnifying Party, its principals, officers, employees, or agents. The provisions of this Section shall survive termination or suspension of this Agreement.

**6. WORKERS COMPENSATION INSURANCE**

CITY is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and will comply with such provisions before commencing the performance of the work of this contract.

**6. NON-DISCRIMINATION**

During the performance of this Agreement, no Party shall unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

**8. GOVERNING LAW AND FORUM**

This Agreement shall be subject to and interpreted in accordance with the laws of the State of California and any action to enforce the terms of the Agreement for the breach thereof shall be brought in Nevada County Superior Court.

**9. NO THIRD PARTY RIGHTS**

The terms and provisions of this Agreement are intended solely for the benefit of each Party hereto, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other party.

**10. AGREEMENT INTERPRETATION**

The Parties acknowledge that they have caused this Agreement to be reviewed and approved by legal counsel of their own choice. This Agreement has been specifically negotiated, and any presumption that an ambiguity contained in this Agreement shall be construed against the party that caused this Agreement to be drafted shall not apply to the interpretation of this Agreement.

**11. SEVERABILITY**

If any provision, or any portion of any provision hereof, is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**12. COMPLETE CONTRACT: MODIFICATIONS**

This Agreement is to be read as a whole. This is an integrated agreement that contains all of the terms, considerations, understanding and promises of the parties as well as the fees, charges, and authorized expenses to be paid under the terms of this Agreement. No purported modifications of this Agreement shall be effective unless reduced to writing and mutually signed by authorized representatives of the CITY and of GVSD.

**13. TERMINATION OR WITHDRAWAL**

Either Party may terminate in whole, its participation in this Agreement for the following school year by providing written notice to the other Party before March 15 of any year.

**14. NOTICES**

All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below.

To CITY:

Grass Valley Police Department  
Attn: Chief Alex Gammelgard  
125 East Main Street  
Grass Valley CA 95945

To GVSD:

Grass Valley School District  
Attn: Andrew Withers, Superintendent  
10840 Gilmore Way  
Grass Valley, California 95945

IN WITNESS WHEREOF, the City Council of the City of Grass Valley, has approved this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2022, and authorized the Mayor to execute same on behalf of the City.

“GRASS VALLEY SCHOOL DISTRICT”

“CITY OF GRASS VALLEY”

Andrew Withers,  
Superintendent

Ben Aguilar  
Mayor, City of Grass Valley

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
Taylor Day, Deputy City Clerk

\_\_\_\_\_  
Michael G. Colantuono, City Attorney

**ATTACHMENT A**  
**AGREEMENT WITH GRASS VALEY SCHOOL DISTRICT FOR SCHOOL**  
**RESOURCE OFFICER SERVICES**

DISTINGUISHING CHARACTERISTICS AND SELECTION

The School Resource Officer (SRO) is an experienced level classification in the police officer rank. Officers involved in these programs do not typically participate in enforcement activities while in the schools, except in case of life-threatening emergency or at the discretion of the supervisor in coordination with the school/District. The selection, appointment, and removal of a SRO will be at the discretion of the Police Department but will be in coordination with and by mutual agreement with the District.

SUPERVISION RECEIVED AND EXERCISED BY

Direct supervision is provided by a police sergeant or lieutenant, with general supervision provided by a police department manager and/or school administrators related to technical school-related subjects.

ROLE OF SCHOOL RESOURCE OFFICER

Be an extension of the district superintendent's officer or site principal's office for assignments consistent with this Agreement.

When on campus, provide immediate and initial response to safety issues that may arise, coordinate additional law enforcement response, and be familiar with all site facilities within the District.

Be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus(es). As to school code violations, the SRO will generally defer to the principal's office for discipline to be meted out by the school officials. The SRO will support the school officials as appropriate/requested.

Act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment. This includes building(s), grounds, parking lot(s), and other public-school property.

Share information with the administrator(s) about persons and conditions that pertain to campus safety concerns. The SRO and the school administrator(s) will develop plans and strategies to prevent and/or minimize dangerous situations.

Initiate crime reports for all crimes originating on campus.

Be familiar with helpful community agencies, such as mental health and drug treatment resources among others and coordinate with school staff as to appropriate referrals when necessary.

Be a resource to students, their families, and school district personnel in the form of an information source, problem-solving assistance, and/or referral to appropriate personnel or agencies.



Create and maintain effective working relationships with the community, school district personnel, other law enforcement agencies, and juvenile and social service agencies. The SRO will act as a department liaison with other groups as needed in the course of his or her duties.

Participate as a member of multi-agency or community groups which supports attendance, delinquency prevention, campus safety activities, and other school site safety initiatives.

Make appearances before site councils, parent groups, and other groups associated with the campus as a speaker on a variety of requested topics.

Provide career information and experience opportunities and promote an accurate and positive image of law enforcement in modern society.

Maintain training, equipment, and attire appropriate to fulfill the roles listed above.

DEVELOPMENT OF PROGRAMS

The GVPD shall work in collaboration with GVSD for the continued implementation of youth crime prevention programs, positive social programs for youth and parents, and other programs as mutually agreed upon by the District and GVPD.

COMMITMENT TO MUTUAL COLLABORATION

The GVPD and GVSD are committed to working closely in partnership with one another to ensure the use of the assigned SRO serves the interests of students, staff, parents, the District, and the Police Department. Any requests from either party related to modifications to operational or administrative roles will be mutually agreed upon and based upon a shared vision of the importance of school site and student/staff safety.



# City of Grass Valley City Council Agenda Action Sheet

**Title:** Countywide Sales Tax for Emergency Services

**Recommendation:** That Council 1) discuss the proposed countywide sales tax increase for emergency services, focusing on vegetation management, and 2) provide direction to staff.

**Prepared by:** Timothy M. Kiser, City Manager

**Council Meeting Date:** 7/26/2022

**Date Prepared:** 7/18/2022

**Agenda:** Administrative

**Background Information:** The County of Nevada is considering a countywide sales tax for emergency services with special emphasis on vegetation management, green waste, and associated planning and recovery programs. Staff will discuss the County’s proposal and seek direction from Council on how to proceed with discussions with the County.

**Council Goals/Objectives:** This item executes portions of work tasks towards achieving/maintaining Strategic Plan - - Public Safety. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

**Fiscal Impact:** Unknown at this time.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** \_\_\_ City Manager

**Proposed Funding Distribution - DRAFT**

Estimated Annual Revenue: 12,000,000

	Funding Distribution	Estimated Funding Amounts	Scaled Priority Projects	Balance Remaining
<b>Planning/Preparedness/Prevention</b>				
Countywide Disaster Planning			517,000	
Community Engagement + Outreach			248,000	
AFN/Low Income Emergency Readiness			130,000	
Homeless Communities Outreach and Navigation			284,000	
County Coordination			21,000	
<b>Subtotal</b>	<b>10%</b>	<b>1,200,000</b>	<b>1,200,000</b>	<b>-</b>
<b>Mitigation</b>				
Fuels Reduction Fund			1,585,000	
Community Greenwaste Facilities + Programs			1,847,000	
Evacuation Route Vegetation Management			2,240,000	
Evacuation Route Improvements			610,000	
Defensible Space Program Expansions / AFN Grants			1,005,000	
Neighborhood Protection Grants Program			375,000	
County Coordination			138,000	
<b>Subtotal</b>	<b>65%</b>	<b>7,800,000</b>	<b>7,800,000</b>	<b>-</b>
<b>Response</b>				
Hazardous Vegetation/Fire Hand Crews			1,801,000	
Public Emergency Communications Infrastructure			235,000	
Sheltering Capacity Improvements			188,000	
Law Enforcement Evacuation Logistics and Safety			134,000	
County Coordination			42,000	
<b>Subtotal</b>	<b>20%</b>	<b>2,400,000</b>	<b>2,400,000</b>	<b>-</b>
<b>Recovery</b>				
Recovery Coordination/Case Management			103,000	
Recovery Fund			327,000	
Cleanup/Debris Management Program			160,000	
County Coordination			10,000	
<b>Subtotal</b>	<b>5%</b>	<b>600,000</b>	<b>600,000</b>	<b>-</b>
<b>TOTAL</b>		<b>12,000,000</b>	<b>12,000,000</b>	<b>-</b>

## **Emergency Services Revenue Measure Proposed Projects (DRAFT Rev. 5/11/2022)**

### **Budget Narrative for Emergency Services Revenue Measure: Draft projects and programs**

This memo represents the initial stakeholder needs assessment refined with input received at the CEO Roundtable Meeting of April 21, 2022, and in subsequent conversations. Budget estimates are shown as annualized amounts, and all are scalable up or down. Guiding principles:

- Focus on projects that improve evacuation safety to save lives
- Prioritize projects and programs with maximum risk reduction potential
- Support neighborhood stewardship and readiness, especially of seniors and people with disabilities
- Embed shared services as a force multiplier in every item
- Ensure fairness, transparency, and regional equity

### **PLANNING, PREPAREDNESS, AND PREVENTION (10%)**

#### **Countywide Disaster Planning: budget \$534,000 per year**

The goal is to keep essential emergency planning documents current and updated on regular intervals (e.g. every 5 years). Where appropriate, County plans would include annexes for each municipality.

- Planning documents include, but not limited to:
  - Science-based Evacuation Route Plan
  - Community Wildfire Protection Plan (CWPP)
  - Local Hazard Mitigation Plan (LHMP)
  - Vegetation Management Plan
  - Emergency Communications
  - Emergency Operations Plan

#### **Community Engagement + Outreach: budget \$483,000 per year**

The goal is to enhance community education and outreach to support self-reliance and emergency preparedness. Key activities include:

- Expand the Ready Nevada County education and outreach program to help prevent fires and prepare residents for emergencies
- Work with CBO partners to expand Firewise Communities (grant support, neighborhood certification, volunteer management, DS advisor visits, education, and outreach, etc.)
- Work with CBO partners to reach out to recreation visitors about outdoor public safety

#### **AFN/Low-income Emergency Readiness: budget \$130,000 per year**

## **Emergency Services Revenue Measure Proposed Projects (DRAFT Rev. 5/11/2022)**

The goal is to work with CBO partners to assist seniors and people with disabilities (AFN) with personal preparedness and evacuation planning.

### **Homeless outreach and navigation away from illegal camping: budget \$526,000 per year**

The goal is to reduce fire risk by having field outreach workers and case managers proactively engaging with unhoused persons camping in hazardous situations to help navigate them to shelter and services.

Key programs include:

- County outreach workers and contractors will work closely with encampments in high fire danger areas, and build time-limited navigation programs where people are placed in motels or other housing (e.g. HEARTH Cohorts, etc.)
- County case management and housing support to unhoused persons in eastern county (e.g. HOME Team)

### **MITIGATION (65%)**

#### **Large-scale Fuel Breaks / Fuels Reduction Fund: budget \$2,259,000 per year**

The goal is to establish a pool of funds to support large-scale fuel breaks and other fuels reduction projects to protect communities and critical infrastructure. Pooled funds could be used for maintenance of completed projects; provide needed match requirements for grant-funded projects; or to fund needed projects that may be ineligible for or have been denied grant funding.

Examples of measurable outcomes:

- Fuel break implementation at \$2,500 - \$4,000/acre (Ex: 400 acres/year = \$1M)
- Fuel break maintenance at \$1,000/acre (Ex: 400 acres/year = \$400,000); options such as hand and mechanical clearing, grazing, prescribed fire, etc.
- Match for grant funded fuel break projects (20% cash and/or in-kind)
- Budget includes a "Municipal Fuel Reduction fund" at \$500,000 per year to support municipal fuels reduction programs within city/town limits (more study needed, allocations TBD)

#### **Community Green Waste Facilities + Programs: budget \$1,855,000 per year**

The goal is to provide no-cost/low-cost options for homeowners to dispose of green waste from private property and private roads. Key projects include:

- Operate a year-round facility in western county, capable of processing:
  - 35,000 residential loads per year
  - 11,500 commercial loads per year
- Operate a seasonal facility in eastern county, capable of processing:
  - 11,500 residential loads per year
  - 3,800 commercial loads per year

## **Emergency Services Revenue Measure Proposed Projects (DRAFT Rev. 5/11/2022)**

---

- Provide free green waste drop-off at existing facilities or vouchers in the interim
- Work with CBO partners to provide a “Chipping Program” to serve neighborhoods with a reduced wait time (model is a 4-person staff and equipment to serve 4 households per day, approximately 1,000 households per year; approximately 1500 acres of defensible space treatment per year)
- Work with CBO partners to establish a Land Stewardship Training Program (land management plans, chainsaw training, burn pile training, etc.)

### **Evacuation Route Vegetation Management: budget \$2,275,000 per year**

The goal is to improve safe evacuation routes by removing hazardous vegetation along publicly maintained roadways on a 5-year maintenance cycle (rather than the current 8–11-year cycle).

Key outcomes include:

- Increase the current level of fuels removal from 70 miles per year to 200 miles per year for the County maintained roads
- Add approx. 60 miles of additional roadside fuel removals per year for the town and cities

### **Evacuation Route Improvements: budget \$614,000 per year**

The goal is to enhance evacuation routes to make them safer for egress by evacuees and ingress by emergency responders by constructing turnouts, roadway/shoulder widening, signage, etc.

### **Defensible Space Program expansions: budget \$1,597,000 per year**

The goal is to expand the Defensible Space Inspection programs countywide, and in each municipality to allow for greater reach and impact. Key outcomes include:

- Create an AFN Defensible Space/Home Hardening Program to provide grant assistance to low-income seniors and people with disabilities to make defensible space and home hardening improvements to their property (\$940,000 assumes 150 households per year at \$6,000/home)
- Expand County DSI program with 4 more seasonal temps to engage with an additional 500-1,000 households per year in Unincorporated County (\$175,000)
- Support municipal DSI programs within city/town limits (\$315,000)
- Establish an abatement fund to cleanup priority non-compliant parcels (\$150,000)

### **Neighborhood Protection Grants Program; budget at \$500,000 per year**

The goal is to incentivize neighborhood stewardship with programs such as private road evacuation route improvements, strategic water storage projects, home hardening matching grants/rebates, etc.

## **Emergency Services Revenue Measure Proposed Projects (DRAFT Rev. 5/11/2022)**

### **RESPONSE (20%)**

#### **Hazardous Vegetation/Fire Hand Crews; budget \$1,867,000 per year**

The goal is to fund Countywide Hazardous Vegetation/Fire Hand Crews to complete hazardous vegetation removal and be cross trained as “all risk” firefighters to support incidents within the County.

- Budget assumes a year-round crew (8 to 10 trained personnel with a supervisor @ 40 hours per week, with equipment) working in western county as a shared resource
- Budget assumes a seasonal crew (8 to 10 trained personnel with a supervisor @ 40 hours per week, with equipment) working in eastern county as a shared resource

#### **Public Emergency Communications Infrastructure; budget \$497,000 per year**

The goal is to fund early warning and alert systems. Key items include:

- Neighborhood Emergency Radio infrastructure (AM/FM/HF)
- Support local AM/FM radio station partners resiliency
- Zonehaven evacuation planning tool
- CodeRed/SMS platform resident alert programs
- FM-based public alert system

#### **Sheltering Capacity Improvements; budget \$495,000 per year**

The goal is to expand sheltering support for people as well as animals/livestock. Key items include:

- Heating/cooling shelters
- AFN support (e.g. backup batteries, etc.)
- Mobile Resource Center
- Disaster relief resources (e.g. food, water, hotel vouchers, etc.)
- Animal evacuation

#### **Law Enforcement Evacuation Logistics and Safety; budget \$215,000 per year**

The goal is to provide law enforcement staff with communication tools and equipment needed during a major event. Key items include:

- Mobile Incident Command Post
- Satellite communications
- Mapping tools
- Personal Protective Equipment
- Training and exercises

**Emergency Services Revenue Measure Proposed Projects (DRAFT Rev. 5/11/2022)**

---

**RECOVERY (5%)****Recovery Coordination/Case Management; budget \$100,000 per year**

The goal is to support survivors with ongoing case management to get back on their feet. Key items include:

- Recovery website
- Community local assistance centers
- 211 surge capacities
- Case management

**Recovery Fund; budget \$300,000**

The goal is to provide a pool of funds to support survivor's immediate needs. This can be used to leverage private philanthropy.

**Cleanup/debris management program; budget \$150,000 per year**

The goal is to assist homeowners to manage property cleanup, environmental requirements, etc. to facilitate rebuilding.

DRAFT