



GRASS VALLEY

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

Tuesday, January 09, 2024 at 6:00 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

Web Site: 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 Jan Arbuckle, Vice Mayor Hilary Hodge, Councilmember Bob Branstrom,
Councilmember Haven Caravelli, 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 6:00 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, or on the City of Grass Valley YouTube channel at <https://www.youtube.com/@cityofgrassvalley.com>

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 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. 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, subject to City staff's ability to post the documents before the meeting.

Please note, individuals who disrupt, disturb, impede, or render infeasible the orderly conduct of a meeting will receive one warning that, if they do not cease such behavior, they may be removed from the meeting. The chair has authority to order individuals removed if they do not cease their disruptive behavior following this warning. No warning is required before an individual is removed if that individual engages in a use of force or makes a true threat of force. (Gov. Code, § 54957.95.)

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

1. Gold Country Soccer League Presentation
2. Measure E Chair Update

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.*

3. Approval of the Regular Meeting Minutes of December 12, 2023

Recommendation: Council approve minutes as submitted.

4. Local Emergency Proclamation (Drought Conditions)

CEQA: Not a Project.

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

5. Local Emergency Proclamation (Winter Storm of February 2023)

CEQA: Not a project

Recommendation: To continue the Winter Storm February 24th, 2023 to March 1st, 2023 proclamation declaring a Local State of Emergency

6. HSIP Pedestrian Crossing Improvement Project - Award Contract

CEQA: Exempt - Section 15301 "Existing Facilities"

Recommendation: That Council 1) award a contract for the HSIP Pedestrian Crossing Improvement Project to Consolidated Engineering Inc, 2) authorize the Mayor to execute a construction contract, subject to legal review 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount, and 4) authorize the Finance Director to execute a budget transfer of \$80,000 in Measure E funds to fully fund the project

7. Condon Park Parking Lot Improvement Project

CEQA: Exempt - Section 15301 "Existing Facilities"

Recommendation: Authorize staff to execute a contract with Hansen Bros Enterprises for the Condon Park Parking Lot Improvement Project, subject to legal review.

8. Wolf Creek Trail Project - Professional Services Agreement Amendment

CEQA: N/A - Not a Project

Recommendation: That Council 1) authorize the City Engineer to execute a contract amendment with Surf 2 Snow Environmental Resource Management in the amount of \$60,0000

9. Changing Planning Commission Meeting Times

CEQA: N/A - Not a Project

Recommendation: That Council adopt Resolution No. 2024-01 changing the regular meetings of the Planning Commission to 6:00 p.m. on the third Tuesday of each calendar month beginning February 1, 2024.

10. Recognized Obligation Payment Schedule (ROPS 24-25) for July 2024 through June 2025

CEQA: Not a Project

Recommendation: It is recommended that the Successor Agency adopt Resolution No. SA 2024-01 approving the Recognized Obligation Payment Schedule (ROPS 24-25) for the time period July 1, 2024 through June 30, 2025

11. Amended Memorandum of Understanding with the Nevada County Professional Firefighters, IAFF Local 3800 for the Employment Classifications in the City's Employees Unit #8 for the Period July 1, 2023 - June 30, 2024

CEQA: Not a Project

Recommendation: That Council 1) review the Labor Memorandum of Understanding for a twelve-month period beginning July 1, 2023, through June 30, 2024, between the City of Grass Valley and the Nevada County Professional Firefighters, IAFF Local 3800 for the Employment Classifications in the City's Employees Unit #8; 2) adopt Resolution No. 2024-02 approving Labor Memorandum of Understanding; and 3) and authorizes the City Manager to execute the Labor Memorandum of Understanding subject to legal review.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

12. Ophir and Bennet Circulation Improvements - Project Introduction

CEQA: N/A - Administrative Discussion

Recommendation Motion: That Council: 1) receive a presentation on proposed roadway circulation improvements on Ophir and Bennett Streets, and 2) provide direction to staff whether to proceed with further outreach and implementation work.

13. Potential Hazard Trees between Police Department and City Hall Parking Lot

CEQA: Not a Project

Recommendation: That the City Council provide direction to staff on the potential removal of three large redwood trees in the City Hall Parking Lot.

14. Approve a Memorandum of Understanding (MOU) between the County of Nevada, the City of Nevada City, and the City of Grass Valley for collaboration with animal shelter development and services.

CEQA: Not a Project.

Recommendation: That Council 1) review and approve the attached Memorandum of Understanding for collaboration with animal shelter development and services; and 2) authorize the Mayor to execute the MOU subject to legal review.

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, January 9, 2024 at 6:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Thursday, January 4, 2024.

Taylor Day, City Clerk



GRASS VALLEY

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

Tuesday, December 12, 2023 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

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MINUTES

CALL TO ORDER

Meeting called to order at 7:02 pm.

PLEDGE OF ALLEGIANCE

Mayor Arbuckle led the pledge of allegiance.

ROLL CALL

PRESENT

Councilmember Bob Branstrom

Councilmember Haven Caravelli

Councilmember Tom Ivy

Vice Mayor Hilary Hodge

Mayor Jan Arbuckle

AGENDA APPROVAL -

Motion made to approve the agenda as submitted by Councilmember Branstrom, Seconded by Vice Mayor Hodge.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle

REPORT OUT OF CLOSED SESSION

No closed session.

INTRODUCTIONS AND PRESENTATIONS

1. Cal VIP Grant Presentation

PUBLIC COMMENT -

Virtual public comment attached.

In person: Barbra English, Robin Davis, Yasmin, Lauren, Susan Raider, Alisha Manner, Elen Goodwin, Mikos, Tara Murino, Noka Luanski, Jona Platt, Terry McAteer, Yavan, Hela Wholeflec, Yusuf Hasnmn, Branden Warren, Batitha , Atam Yusham, Ben Winkler, Eric Arin, Melany, Lahlanni, Taylor Boyial, Samatha Young, Rabi, Barb Atarm, Ahud Gud, Josh, Jeffery Gasin, Ian, Matthew Coulter

CONSENT ITEMS -

Motion made to approve consent as submitted by Vice Mayor Hodge, Seconded by Councilmember Branstrom.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle

2. Approval of the Regular Meeting Minutes of November 28, 2023
Recommendation: Council approve minutes as submitted.
3. Approval of the Special Meeting Minutes of November 28, 2023
Recommendation: Council approve minutes as submitted.
4. Local Emergency Proclamation (Winter Storm of February 2023)
CEQA: Not a project
Recommendation: To continue the Winter Storm February 24th, 2023 to March 1st, 2023 proclamation declaring a Local State of Emergency
5. Local Emergency Proclamation (Drought Conditions)
CEQA: Not a Project.
Recommendation: Drought Conditions proclamation declaring a Local State of Emergency
6. Agreement with Nevada County Probation for AB109 Officer services
CEQA: Not a project
Recommendation: That Council 1) approve the agreement between the City of Grass Valley and the Nevada County Probation Department for Assembly Bill 109 Police Officer Services; and 2) authorize the Finance Director to make any budget amendments, budget transfers, and personnel allocation changes as necessary.
7. Grass Valley Police Officers' Association - Unit 6 - Side Letter to July 1, 2023 - June 30, 2024 - Lateral Police Officer Recruitment Incentives
CEQA: Not a project
Recommendation: That Council adopt Resolution No. 2023-68 approving a Side Letter to the Labor Memorandum of Understanding for the period beginning July 1, 2023 through June 30, 2024 between the City of Grass Valley and the Grass Valley Police Officers' Association (Unit 6) for recruitment incentives for lateral police officers.
8. Fees for Mailing Agenda Packets
CEQA: Not a project
Recommendation: That Council adopt a resolution setting the fee for mailing agenda packets recommended by the City Clerk.
9. 2022/23 Annual Street Rehabilitation Project - Final Acceptance
CEQA: N/A - Project is Complete

Recommendation Motion: That Council: 1) accept the 2022/23 Annual Street Rehabilitation Project as complete, and 2) authorize the City Engineer to file a Notice of Completion with the County Recorder.

10. 2022 Annual Measure E Street Rehabilitation Project - Final Acceptance

CEQA: N/A - Project is Complete

Recommendation Motion: That Council: 1) accept the 2022 Annual Measure E Street Rehabilitation Project as complete, and 2) authorize the City Engineer to file a Notice of Completion with the County Recorder.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

11. Interim Options for Fire **Resiliency** and Vegetation Management

CEQA: Not a Project.

Recommendation: That Council 1) consider and provide direction to staff on using up to \$100,000 of general fund reserves to hire a new police officer academy graduate to backfill a police officer for approximately 12 months to operate the City's masticator and assist with our vegetation management program; 2) consider and provide direction on authorizing up to \$50,000 of general fund reserves for vegetation management software, and 3) authorize the Finance Director to make any necessary budget transfers to implement any actions approved by City Council associated with this item.

Tim Kiser, City Manager, gave presentation to the council.

Council discussed the funding of the Officer running masticator program, and capabilities of Fire Vegetation Program, the need for a Fire Vegetation Management and if it is necessary.

Motion made to 1) to approve staff on using up to \$100,000 of general fund reserves to hire a new police officer academy graduate to backfill a police officer for approximately 12 months to operate the City's masticator and assist with our vegetation management program; and 2) authorize the Finance Director to make any necessary budget transfers to implement any actions approved by City Council associated with this item by Vice Mayor Hodge, Seconded by Councilmember Caravelli.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle

12. Ophir and Bennet Circulation Improvements - Project Introduction

CEQA: N/A - Administrative Discussion

Recommendation Motion: That Council: 1) receive a presentation on proposed roadway circulation improvements on Ophir and Bennett Streets, and 2) provide direction to staff whether to proceed with further outreach and implementation work.

Item moved to January meeting.

BRIEF REPORTS BY COUNCIL MEMBERS

Councilmember Caravelli attended the Giving Wren event. Councilmember Branstrom attended the appreciation breakfast for Staff, ERC meeting, and is looking forward to going to still going to Sutton Theater & Del Oro with the new ownership. Councilmember Ivy did a walk around the 110 acers that Loma Rica is proposing to gift to the City. Councilmember Hodge is enjoying there never being a dull day in Grass Valley, Sang with Music in the Mountain Chorus, and loves the music on Mill Street. Mayor Arbuckle attended a League leaders meeting, did an interview with Good Day Sacramento who visited Downtown. She attended the GVDA installation and Bright Futures holiday party.

ADJOURN

Meeting adjourned at 9:33 pm.

Jan Arbuckle, Mayor

Taylor Day, City Clerk

Adopted on: _____

Taylor Day

From: H. B. Winkler [REDACTED]
Sent: Tuesday, December 12, 2023 4:32 PM
To: Public Comments
Subject: Public Comments - Responding to remarks made at the 11/28/23 City Council meeting

You don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Grass Valley City Council,

Below are remake I intent to deliver at this evening City Council meeting:

Grass Valley City Council Meeting
Public Comments on the situation in Israel
(Responding to remarks made at the 11/28/23 City Council meeting)
December 12, 2023
H. Benjamin Winkler

Happy Holidays to our City Council members and members of the public.

I come here to speak on the Foreign Policy of the City of Grass Valley.

I didn't realize that U.S. cities could have a foreign policy. I figure you are busy enough with more pressing issues closer to home, and that our city council is not authorized nor qualified by the U.S. State Department to address foreign policy, and therefore my remarks are unnecessary.

Unnecessary except that at the last city council meeting on November 28, a few dozen people brought up foreign policy regarding Israel, Hamas and a ceasefire. On October 7 of this year, Hamas, designated a terrorist organization by the U.S. State Department, sent terrorists into Israel from Gaza where they murdered in the most gruesome manner Israeli men, women and children.

Hamas burned infants alive, tortured children in front of their parents, and parents in front of their children. Hamas raped women – both alive and after they killed them. Over 1,200 Israelis, mostly Jews, were murdered. About 240 were kidnapped. Thanks to the Israeli offense, Hamas felt pressured to release over 100 hostages in exchange for a temporary ceasefire, which Hamas then broke.

The speakers at our last city council meeting asked that our city council demand that these murderers, rapists, torturers, and kidnappers get off scot-free. They called this amnesty a “permanent ceasefire.”

This is moral deprivation.

I am Jewish, but you do not have to be a Jew to see that giving an unrepentant Hamas amnesty is moral bankruptcy.

Do you know that 240,000 Israelis are homeless? These survivors of the October 7 terror attacks cannot return to their communities until Hamas and their allies are eliminated, and buffer zones are established.

The Hamas Covenant states: “Israel will exist and will continue to exist until Islam will obliterate it, just as it obliterated others before it”

Article II of the Convention to Prevent Genocide, which does not include political groups, states that genocide means, among other items:
Killing members of the group; Causing serious bodily or mental harm to members of the group; Forcibly transferring children of the group to another group.

Yahya Sinwar, leader of Hamas in the Gaza Strip stated, “The leaders of the occupation [Israel] should know, Oct. 7 was just a rehearsal.”

Yet, last meeting’s speakers bandied about the word “genocide,” applying it cavalierly to the intentions of the world’s only Jewish state.

We are all at risk with this sloppy thinking, encouraged as it is with “Intersectionality,” D.E.I. and “post-colonial studies” that justifies any kind of violence against Israel or the United States.

Whether we are Israelis or Americans, we are all affected by the pernicious thinking – that we are all either permanent victims or permanent oppressors – that turns Dr. Martin Luther King, Jr.’s dream on its head: we are judged not by the content of our character, but by the immutable condition of the circumstance of our birth.

Sincerely,

Item # 3.

H.Ben Winkler



641-451-7076
167 Lucas Lane
Grass Valley, CA 95945
HBWink@gmail.com
ihbwink.com

Taylor Day

From: Thaddeus Stoenner [REDACTED]
Sent: Tuesday, December 12, 2023 3:58 PM
To: Public Comments
Subject: Ceasefire for Gaza and Palestine

You don't often get email from [REDACTED] [Learn why this is important](#)

I think the current situation in Gaza is a defining moment for our country and for the human race in general. The Guardian just had an article stating that there have been more civilian deaths in the last 2 months than there have been at any other time in the last millennium.

There is no excuse for this kind of savagery! Regardless of the alleged reason for the attack, there is no excuse to be slaughtering so many children and disabled people. There is no excuse for bombing hospitals.

I encourage the GV city council to stand on the right side of history and to please speak out!

Thank you,
Thaddeus Stoenner

Taylor Day

From: WIRELESS CALLER <[REDACTED]>
Sent: Tuesday, December 12, 2023 2:12 PM
To: Public Comments
Subject: Voice Mail (3 minutes and 9 seconds)
Attachments: audio.mp3

Hello, my name is Nicholas Correa at 219 Glenwood Rd. In Grass Valley. I'm calling today to speak to the members of the Grass Valley Planning Commission, and I'd like to express my deep concern and opposition to the proposed expansion of the subsidized housing facility at 131 Glenwood Ave. That's APN number 035 270035. While I understand the importance of affordable housing, I believe that the current proposal for a development with 27 units in such a small area is inappropriate and could have significant negative impacts on our community. First and foremost, I would like to address the environmental concerns associated with this proposed development. The proposed variance request number 23, P LN-23 does not impact qualify for a Categorical Exemption pursuant to the environmental to the California Environmental Quality Act, the CE QA and its guidelines. The increased density and reduced setbacks would likely result in the removal of mature trees and green spaces, which do play a crucial role in maintaining the ecological balance our neighborhood. Preserving the environment should be a top priority, and this proposal seems to disregard the importance of maintaining A sustainable and green community. The proposed development would neglect the amount of drainage needed as well for a building of this size, and it would potentially displace water to surrounding properties. Neglecting proper drainage not only poses a risk to the ecological balance of our community, but it also jeopardizes the well-being of residents and neighboring properties. I strongly urge you to thoroughly assess the potential impact on drainage systems and consider the long term consequences on our environment before approving the proposed expansion. Moreover, the proposed density raises serious questions about the impact of the overall character of the neighborhood. This community is predominantly consisting of single family homes. Introducing such a high density development would disrupt the harmony and aesthetic appeal that attracts many residents to this area in the first place. We fear that this development could set a precedent for future projects that may not align with the character of our neighborhood and thus reduce property values. Additionally, the requested rear setback exemption and 50% lot coverage limit exemption are concerning. Granting these exemptions would not only compromise the safety and privacy of neighboring properties, but could also increase contribute to increased traffic congestion. The current infrastructure is not equipped to handle the additional strain on traffic flow, and it poses a risk to the safety of both pedestrians and drivers in the area. Our neighborhood is already strained when it comes to parking, and introducing 27 additional units without a comprehensive parking plan is a recipe for congestion and inconvenience. Inadequate parking not only creates frustration among residents but can also pose a safety hazard as residents may resort to parking and restricted areas or along Narrow St. hindering emergency vehicle access and exacerbating traffic concerns. I urge you to carefully consider the long term consequences development on our neighborhood. I believe that is essential for the City government to prioritize sustainable growth that reflects the existing community and its residents. Rather than hastily approving exemptions, I encourage you to explore alternative solutions that balance the need for affordable housing with the preservation of our environment, neighborhood character, and Traffic Safety. Thank you for your time and consideration. I trust you'll make decisions that benefit the community as a whole.

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.

Item # 3.

[Set Up Voice Mail](#)

Taylor Day

From: Nicholas Koch Correia [REDACTED]
Sent: Tuesday, December 12, 2023 2:04 PM
To: Public Comments
Subject: Opposition to Proposed Subsidized Housing Facility Expansion (APN: 035-270-035)

You don't often get email from [REDACTED] [Learn why this is important](#)

Nicholas Correia
 219 Glenwood Rd
 Grass Valley, CA 95945
nicholaskochcorreia@gmail.com
 (619) 569-7830
 12/12/23

Dear Members of the Grass Valley Planning Commission,

I am writing to express my deep concern and opposition to the proposed expansion of the subsidized housing facility at 131 Glenwood Ave (APN: 035-270-035). While I understand the importance of affordable housing, I believe that the current proposal for a development with 27 units in such a small area is inappropriate and could have significant negative impacts on our community.

First and foremost, I would like to address the environmental concerns associated with this proposed development. The proposed Variance Request #23PLN-23 does not qualify for a Categorical Exemption pursuant to the California Environmental Quality Act (CEQA) and its Guidelines. The increased density and reduced setbacks would likely result in the removal of mature trees and green spaces, which play a crucial role in maintaining the ecological balance of our neighborhood. Preserving our environment should be a top priority, and this proposal seems to disregard the importance of maintaining a sustainable and green community.

The proposed development would neglect the amount of drainage needed for a building of this size and potentially displace water to surrounding properties. Neglecting proper drainage not only poses a risk to the ecological balance of our community but also jeopardizes the well-being of residents and neighboring properties. I strongly urge you to thoroughly assess the potential impacts on drainage systems and consider the long-term consequences on our environment before approving the proposed expansion.

Moreover, the proposed density raises serious questions about the impact on the overall character of the neighborhood. Our community predominantly consists of single-family homes, and introducing such a high-density development would disrupt the harmony and aesthetic appeal that attracted many residents to this area in the first place. We fear that this development could set a precedent for future projects that may not align with the character of our neighborhood and reduce property values.

Additionally, the requested rear setback exemption and 50% lot coverage limit exemption are concerning. Granting these exemptions would not only compromise the safety and privacy of neighboring properties but could also contribute to increased traffic congestion. The current infrastructure is not equipped to handle the additional strain on traffic flow, posing a risk to the safety of both pedestrians and drivers in the area.

Our neighborhood is already strained when it comes to parking, and introducing 27 additional units without a comprehensive parking plan is a recipe for congestion and inconvenience. Inadequate parking not only creates

frustration among residents but can also pose safety hazards as residents may resort to parking in restricted areas along narrow streets, hindering emergency vehicle access and exacerbating traffic concerns.

I urge you to carefully consider the long-term consequences of this development proposal on our neighborhood. I believe that it is essential for the city government to prioritize sustainable growth that respects the existing community and its residents. Rather than hastily approving exemptions, I encourage you to explore alternative solutions that balance the need for affordable housing with the preservation of our environment, neighborhood character, and traffic safety.

Thank you for your time and consideration. I trust that you will make decisions that benefit the community as a whole.

Sincerely,

Nicholas Correia

Taylor Day

From: Christopher Gage [REDACTED]
Sent: Tuesday, December 12, 2023 11:35 AM
To: Public Comments
Subject: public comment (22PLN-37)

You don't often get email from [REDACTED] [Learn why this is important](#)

To Whom it May Concern,

Regarding the drc application **(22PLN-37)** for construction of a new Holiday Inn, I would like to submit a request that the conditions of approval for this project require that 1 in 3 of the existing mature pines onsite are required to be protected in place.

I believe the tall pine trees of nevada county are a key element to our county, and their removal will greatly diminish the future quality of living in our community.

Let me know if you need any additional information regarding this subject matter.

best regards,

Christopher Gage
resident of nevada county

Taylor Day

From: Aida Raphael [REDACTED]
Sent: Tuesday, December 12, 2023 9:42 AM
To: Public Comments
Subject: Public comment for 12/12/23 City Council Meeting

You don't often get email from [REDACTED] [Learn why this is important](#)

Good day Members of the Council,

It is hard to imagine what difference a declaration made by a small city somewhere in California can have on the ongoing genocide of an entire people a world away. But it absolutely can have one in concert with other cities. And there is nothing, truly nothing, more important than to declare that we as a community of human beings stand against the slaughter of other human beings.

That we are all complicit is unquestionable. The tax dollars of each one of us have paid for the rendering of Gaza into an hellscape, and that is too high a price for the privilege of being an American, I assure you. All the propaganda that is successful, the decades of miseducation, and the condoning and celebration of our ignorance as a society are possible because in exchange for our active blindness we are sold peace of mind, safety, convenience, a land of opportunity... freedom. And we all want these for our babies, don't we? Freedom is not freedom, however, if it is won at the cost of innocent people's lives. Nor peace of mind, nor safety. These are hollow, rotten things. And they sully all who touch them!

They have many of us believing that anti-semitism is the same thing as anti-zionism and, worse, they have even more of us not bothering to wonder what the difference is! I trust this council is not prey to this.

And I implore you to do what is moral, ethical, and good! Take an official stand against the Israeli government's genocide in Palestine, and US complicity in the form of arms sales.

Thank you,

Aida Chaldranyan
 Resident of Grass Valley

13993 Loma Rica Dr.
 Grass Valley. CA 95945

Taylor Day

From: Nicholas Wilson [REDACTED]
Sent: Tuesday, December 12, 2023 8:33 AM
To: Public Comments
Subject: Gaza Ceasefire

You don't often get email from [REDACTED] [Learn why this is important](#)

I as Jewish person call on the city of Grass Valley condemn Israel for its genocide of the Palestinian people, to call of an immediate ceasefire, and to end US military aide to Israel.

Taylor Day

From: Nicholas Wilson [REDACTED]
Sent: Tuesday, December 12, 2023 8:31 AM
To: Public Comments
Subject: Gaza Ceasefire

You don't often get email from [REDACTED] [Learn why this is important](#)

I as Jewish person call on the city of Grass Valley condemn Israel for its genocide of the Palestinian people, to call of an immediate ceasefire, and to end US military aide to Israel.

Taylor Day

From: Patrick Herbert [REDACTED]
Sent: Tuesday, December 12, 2023 7:35 AM
To: Public Comments
Subject: Ceasefire

You don't often get email from [REDACTED]. [Learn why this is important](#)

If the US can't condemn Israeli actions and call for a full and endless ceasefire on a national stage, we must be brave enough to do it at local levels. Grass Valley and Nevada City are my home towns. I am currently disappointed in being American. I don't want that same feeling from the places I grew up in. Please call for a ceasefire now!

-Patrick Herbert

Taylor Day

From: Alena Loomis
Sent: Tuesday, December 12, 2023 7:10 AM
To: Public Comments
Subject: FW: Form submission from: Contact us

From: Laila Murfin, LPCC <info@cityofgrassvalley.com>
Sent: Monday, December 11, 2023 9:55 PM
To: COGV General Voicemail <COGVGeneralVM@cityofgrassvalley.com>
Subject: Form submission from: Contact us



GRASS VALLEY
 A PLACE TO LIVE AND THRIVE

12/11/2023 - 9:54pm

City of Grass Valley »

WEBFORM SUBMISSION

Submitted by anonymous user: [50.115.205.166]

Your name:
 Laila Murfin, LPCC

Your e-mail:

[REDACTED]

Your Phone Number:

[REDACTED]

Message:
 To the City Council of Grass Valley -

As a mother to a three-year-old, who is free to be healthy, live vibrantly, with little to worry about, I am in agony over the unfolding violence in Gaza. By conservative estimates, 8,000 children have been killed, and many more wounded without medical care, facing imminent starvation due to the siege of Gaza by the Israeli forces in TWO MONTHS. Half of the population of Gaza is under the age of 18, with 40% of the population 14 years of age or younger. I can only imagine the pain of

the parents who have lost their children, the children who have lost their mothers, or fathers, or aunts, uncles, cousins, friends, grandparents due to indiscriminate attacks upon the civilians of Gaza.

I am writing today, for these families, and for my own, because I can't bear the thought of my child, when he is old enough to understand, asking, "how could you see what was happening and not do anything to stop it?" This is not the world I want to pass on to our children, we are global citizens, these humans are our kin, and this is absolutely not where I want my tax dollars to go.

It is beyond unconscionable that our country is the only nation in the UN who voted against a ceasefire, when UN experts state, "grave violations committed by Israel against Palestinians in the aftermath of 7 October, particularly in Gaza, point to a genocide in the making."

(<https://www.ohchr.org/en/press-releases/2023/11/gaza-un-experts-call-international-community-prevent-genocide-against>). Whatever our perceived foreign interests, nothing excuses genocide.

I call on you to take a stand on behalf of the citizens of Nevada County. To speak up where our national and state governments refuse to. Be on the right side of history. Please join the cities across the country including but not limited Oakland, Detroit, Akron, Providence, and Wilmington. Given the rise in violence towards Jewish and Arab communities nationwide in direct response to what is happening in Gaza, please call for the safety of our local Arab and Jewish community, and call for a ceasefire.

Sincerely,
Laila J. Murfin, LPCC
Nevada City, CA

Attachment(s) (if applicable):

[View results](#)[Download results](#)

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You are receiving this e-mail because you signed up at our website: [City of Grass Valley](#). If you did not sign up, or you are receiving this message in error, please [contact us](#) so we can promptly resolve the problem.

Taylor Day

From: Laila Murfin [REDACTED]
Sent: Monday, December 11, 2023 9:57 PM
To: Public Comments; publiccomment@nevadacityca.gov
Subject: Imploring you to stand for a ceasefire in Gaza

You don't often get email from [REDACTED] [Learn why this is important](#)

To the City Councils of Grass Valley and Nevada City -

As a mother to a three-year-old, who is free to be healthy, live vibrantly, with little to worry about, I am in agony over the unfolding violence in Gaza. By conservative estimates, 8,000 children have been killed, and many more wounded without medical care, facing imminent starvation due to the siege of Gaza by the Israeli forces in TWO MONTHS. Half of the population of Gaza is under the age of 18, with 40% of the population 14 years of age or younger. I can only imagine the pain of the parents who have lost their children, the children who have lost their mothers, or fathers, or aunts, uncles, cousins, friends, grandparents due to indiscriminate attacks upon the civilians of Gaza.

I am writing today, for these families, and for my own, because I can't bear the thought of my child, when he is old enough to understand, asking, "how could you see what was happening and not do anything to stop it?" This is not the world I want to pass on to our children, we are global citizens, these humans are our kin, and this is absolutely not where I want my tax dollars to go.

It is beyond unconscionable that our country is the only nation in the UN who voted against a ceasefire, when UN experts state, "grave violations committed by Israel against Palestinians in the aftermath of 7 October, particularly in Gaza, point to a genocide in the making." (<https://www.ohchr.org/en/press-releases/2023/11/gaza-un-experts-call-international-community-prevent-genocide-against>). Whatever our perceived foreign interests, nothing excuses genocide.

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Sincerely,
 Laila J. Murfin, LPCC
 Nevada City, CA

Taylor Day

From: Pam Jung [REDACTED]
Sent: Friday, December 8, 2023 2:41 PM
To: Public Comments
Subject: Dorsey Marketplace

[You don't often get email from [REDACTED] Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

I agree with CEA Foundation: deny this project.

Pam Jung
800 Freeman Ln
Grass Valley

Taylor Day

From: [REDACTED]
Sent: Monday, December 4, 2023 9:56 PM
To: Public Comments
Subject: Smoking in downtown

You don't often get email from [REDACTED]. [Learn why this is important](#)

It seems that one reason Nevada City is so popular in the evenings is the smoking laws are not regularly enforced. I wonder if you would consider having the anti smoking laws dropped during certain hours when young children are not likely to be about and create "night-life" smoking areas in the downtown area. One reason the anti smoking laws are not enforced in Nevada City is years ago I pointed out to the city council that I had watched a man who could have been a lawyer or doctor complain that because he had to hide to smoke a cigarette he felt like he was in high school and suggested they go elsewhere next time they go out.

Thank you,
Paul Carner



City of Grass Valley City Council Agenda Action Sheet

Title: Local Emergency Proclamation (Drought Conditions)

CEQA: Not a Project.

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 1/9/2024

Date Prepared: 1/4/2024

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 February 2023)

CEQA: Not a project

Recommendation: To continue the Winter Storm February 24th, 2023 to March 1st, 2023 proclamation declaring a Local State of Emergency

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 1/9/2024

Date Prepared: 1/4/2024

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 February 24th, 2023 to March 1st, 2023 which cut power, downed trees, blocked roads and created other hazards to health and human safety commencing 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.

On March 2nd, Tim Kiser, the Emergency Services Director, proclaimed an existence of a local emergency. On March 8th, 2023, at a special City Council Meeting council adopted Resolution 2023-07 confirming the Emergency Services Director's proclamation of a local emergency.

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 City will be requesting reimbursement for repair costs from the California Office of Emergency Services. If approved, costs would be reimbursable around 75% and sufficient General Funds exist to cover any shortfall.

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager



City of Grass Valley City Council Agenda Action Sheet

Title: HSIP Pedestrian Crossing Improvement Project - Award Contract

CEQA: Exempt - Section 15301 "Existing Facilities"

Recommendation: That Council 1) award a contract for the HSIP Pedestrian Crossing Improvement Project to Consolidated Engineering Inc, 2) authorize the Mayor to execute a construction contract, subject to legal review 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount, and 4) authorize the Finance Director to execute a budget transfer of \$80,000 in Measure E funds to fully fund the project

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

Council Meeting Date: 1/9/2024

Date Prepared: 1/3/2024

Agenda: Consent

Background Information: The HSIP Pedestrian Crossings Improvement Project includes the installation of pedestrian safety improvements including rapid flashing beacons, signage and striping and the construction of crossing enhancements including curb ramps and raised crosswalks at various locations around town.

Bids were opened on December 7, 2024, and four bids were received. A bid summary is attached. Staff reviewed the low bid of \$347,165.00 submitted by Consolidated Engineering Inc. and determined the bid to be complete and responsible.

The project was originally budgeted at \$300,000 in the Capital Improvement Program, including a \$250,000 Highway Safety Improvement Program grant and \$50,000 in Measure E funds. Now that expected contract costs are established, a budget transfer of \$80,000 in available Measure E funds would fully fund the project.

Staff recommends that Council award the construction contract to Consolidated Engineering Inc., in the amount of \$347,165.00; authorize the Mayor to execute the construction contract, subject to legal review; and authorize the City Engineer to approve construction change orders up to 10% of the contract amount; and authorize the Finance Director to execute a budget transfer of \$80,000 in Measure E funds to fully fund the project.

Council Goals/Objectives: The HSIP Pedestrian Crossings Improvement Project executes portions of work tasks towards achieving/maintaining Strategic Plan Goal - City Infrastructure Investment

Fiscal Impact: The HSIP Pedestrian Crossings Improvement Project was budgeted at \$300,000 in the 21/21 FY CIP Budget including a \$250,000 Highway Safety Improvement Program grant and \$50,000 in Measure E funds. With the requested budget transfer of \$80,000 of Measure E funds, the project would be fully funded.

Funds Available: Yes

Account #: 300-406-66006

Reviewed by: ____ City Manager



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

Title: Condon Park Parking Lot Improvement Project

CEQA: Exempt - Section 15301 "Existing Facilities"

Recommendation: Authorize staff to execute a contract with Hansen Bros Enterprises for the Condon Park Parking Lot Improvement Project, subject to legal review.

Prepared by: Zac Quentmeyer, Deputy Public Works Director

Council Meeting Date: January 9, 2024

Date Prepared: January 3, 2024

Agenda: Consent

Background Information: The objective of the Condon Park Parking Lot Improvement Project is to improve accessibility and establish a welcoming entrance to the Condon Park Disc Golf Course. The existing accessible parking spaces near the disc golf course do not meet current standards. This project would create two compliant accessible parking spaces at the entrance to the disc golf course. Additionally, this project strategically modifies the parking lot layout and positions the accessible aisle in front of the natural entrance to the disc golf course. In effect this will create a more visible course entrance allowing new users to the area to simply identify where to start their round of play.

Council Goals/Objectives: The execution of this action attempts to achieve Strategic Goal #3 - Recreation and Park.

Fiscal Impact: \$17,135.00

Funds Available: Yes

Account #: 100-501-51110

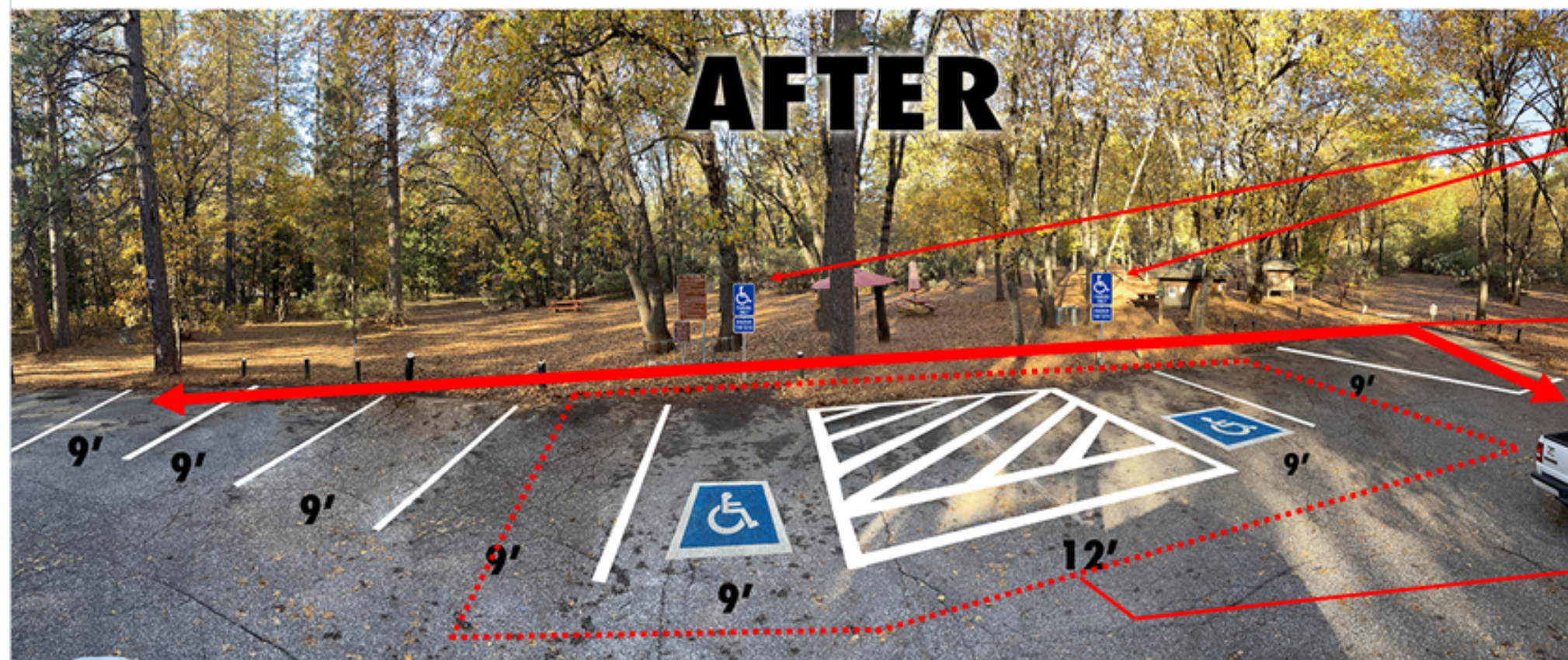
Reviewed by: Tim Kiser, City Manager

Attachments: Project drawings.

BEFORE



AFTER



Install (2) two accessible
parking signs and post.

Fog seal coat pavement area
appx 90' x 25'. Install ADA com-
pliant parking and access aisle
markings and 4"x18" parking
stripes appx as shown.
Confirm layout with Engineer

Pavement replacement area to achieve
max 2% slope in any direction within
ADA area and max 15% conforms to
existing. Appx 36' x 25'. Grade and
compact grindings and import AB to
95% and pave with 3" min HMA



City of Grass Valley City Council Agenda Action Sheet

Title: Wolf Creek Trail Project - Professional Services Agreement Amendment

CEQA: N/A - Not a Project

Recommendation: That Council 1) authorize the City Engineer to execute a contract amendment with Surf 2 Snow Environmental Resource Management in the amount of \$60,000

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

Council Meeting Date: 01/09/2024

Date Prepared: 12/28/2023

Agenda: Consent

Background Information: On April 19, 2023, Council accepted the engineering and environmental work performed by Surf to Snow Environmental Resource Management, Inc. (S2S ERM) for the Wolf Creek Trail Project. Subsequently on June 13, 2023 a Mitigated Negative Declaration was adopted for the project in accordance with the California Environmental Quality Act.

Since this time City Staff have been seeking grant funding that would be suitable to pursue for further design and construction work of the Wolf Creek Trail Project. The Active Transportation Program (ATP) Cycle 7 has been identified as a practical opportunity, with the ATP program purposes and goals well matched to the objectives of the Trail Project. A Call for Projects is expected for the ATP Cycle 7 in March 2024 with applications due in June 2024. Based on prior cycles, the ATP Program is extremely competitive, and the use of a grant writing consultant is recommended in order to compile and present a refined application.

S2S ERM and their subconsultant Restoration Design Group (RDG) both have experienced grant writers on staff and have offered their services to assist the City in grant application preparation. As they are intimately familiar with Wolf Creek Trail Project and already possess many of the maps and background material needed for the grant application, a cost savings would be realized by executing an amendment to the prior Professional Services Agreement.

Additionally, further analysis of the proposed alignment of the trail system in some locations is desired and a contract amendment with S2S ERM would allow them continue engineering and design work as directed by Engineering. Staff requests that Council approve a contract amendment in the amount of \$60,000 to fund the added grant writing and design work.

Council Goals/Objectives: The Wolf Creek Trail Project executes portions of work tasks towards achieving/maintaining Strategic Goal #1 - Community and Sense of Place and Strategic Goal #3 - Recreation and Parks

Fiscal Impact: The Wolf Creek Trail Project was funded in the FY 2023/24 CIP Budget with \$100,000 in Measure E funds.

Funds Available: Yes

Account #: 300-406-63350

Reviewed by: _____ City Manager



City of Grass Valley City Council Agenda Action Sheet

Title: Changing Planning Commission Meeting Times

CEQA: N/A - Not a Project

Recommendation: That Council adopt Resolution No. 2024-01 changing the regular meetings of the Planning Commission to 6:00 p.m. on the third Tuesday of each calendar month beginning February 1, 2024.

Prepared by: Amy Wolfson, City Planner

Council Meeting Date: 01/09/2024

Date Prepared: 1/2/2023

Agenda: Consent

Background Information: At their regular meeting held on December 19, 2023, the planning commission voted to recommend that city council change their regular meeting time from 7:00 p.m. to 6:00 p.m. starting February 1, 2024. In addition to being consistent with City Council's meeting start time, staff anticipates that the earlier start time will encourage more people to participate in civic discussions, which may better accommodate the schedules of residents who have family commitments or work obligations during the evening hours. This change is expected to improve accessibility, transparency, and participation, making the governance process more inclusive and effective.

Council Goals/Objectives: The execution of this action attempts to achieve Strategic Goal #5 - High-Performance Government and Quality Service.

Fiscal Impact: There is no fiscal impact with this proposed action.

Funds Available: N/A

Account #: N/A

Reviewed by: _____ City Manager

Attachments: R2024-01

RESOLUTION NO. 2024-01**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GRASS VALLEY ESTABLISHING REGULAR PLANNING
COMMISSION MEETING TIMES**

WHEREAS, Section 1 ("Meetings.") of Article VI ("The Council, Powers and Duties") of the Grass Valley City Charter authorizes the City Council to "hold regular monthly meetings at time fixed by ordinance or resolution"; and

WHEREAS, the City Council recently approved Resolution 2023-66 to change the meeting time of its regular City Council meetings from 7:00 p.m. to 6:00 p.m. beginning January 1, 2024.

WHEREAS, the City Council desires to change the meeting time of its regular Planning Commission meetings from 7:00 p.m. to 6:00 p.m. beginning February 1, 2024.

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

- 1. Recitals.** That the foregoing statements are true and correct.
- 2. Meeting Time.** Regular meetings of the Planning Commission shall be held at 6:00 p.m. on the third Tuesday of each calendar month beginning February 1, 2024.
- 3. Effective Date.** This Resolution shall take effect immediately upon adoption.
- 4. Certification.** The Grass Valley City Clerk shall attest to the passage and adoption of this Resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

ADOPTED as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 9th day of January 2024, by the following vote:

AYES:

NOES:

ABSTAINS:

ABSENT:

ATTEST:

Jan Arbuckle, Mayor

Taylor Day, City Clerk

APPROVED AS TO FORM:

Michael G. Colantuono, City Attorney



City of Grass Valley City Council Agenda Action Sheet

Title: Recognized Obligation Payment Schedule (ROPS 24-25) for July 2024 through June 2025

Recommendation: It is recommended that the Successor Agency adopt Resolution No. SA 2024-01 approving the Recognized Obligation Payment Schedule (ROPS 24-25) for the time period July 1, 2024 through June 30, 2025

Prepared by: Andy Heath

Council Meeting Date: 01/09/2024

Date Prepared: 12/21/2023

Agenda: Consent

Background Information: The Grass Valley Redevelopment Agency was dissolved on February 1, 2012 pursuant to ABx1 26. On January 10, 2012, the City Council elected to become the Successor Agency to the Redevelopment Agency in order to ensure that projects underway at the time of dissolution were completed, to retain control over the disposition of assets, and to make obligation payments identified in a Recognized Obligation Payment Schedule (ROPS). The ROPS serves to identify all of the enforceable obligations of the former RDA including debt service payments, loans, contracts, projects, employee and other administrative costs, etc. Each ROPS is prepared by the Successor Agency and presented to the City Council and the Oversight Board for approval. The ROPS is then submitted to the State of California Department of Finance (DOF) for approval.

Pursuant to Health and Safety Code Section 34179.7(o)(1), the Successor Agency must submit an Oversight Board-approved annual ROPS to DOF and the County Auditor Controller by February 1st of each year for the following fiscal year. Upon submitting and obtaining ultimate approval of the ROPS, fund distributions to pay enforceable obligations are made by the County in January and June each year.

The ROPS 24-25 has been prepared by staff and provides a list of obligations and amounts due for the period July 1, 2024 through June 30, 2025. The estimated twelve-month funding requirement from the Redevelopment Property Tax Trust Fund (RPTTF) to satisfy identified obligations is \$568,351.

Obligations listed on the ROPS 24-25 include required debt service for the refunded bonds from late FY 2019-20 and a \$50,000 administrative allocation. Upon approval of ROPS 24-25 by the Successor Agency and Oversight Board, the ROPS 24-25 will be submitted to the DOF and County Auditor Controller for review and approval.

Once the ROPS 24-25 is approved by the State DOF (expected by April 2024), staff will submit a “Last and Final ROPS” to both the Successor Agency and the DOF for final approval of all future ROPS obligations through FY 2038-39, when the final bond issue fully matures. Submission of a “Last and Final ROPS” is possible when all that remains to be paid off from a former redevelopment agency are approved debt issues and administrative costs.

Council Goals/Objectives: The approval of the ROPS 24-25 executes a portion of the work tasks towards achieving Economic Development and Vitality; and High Performance Government and Quality Service.

Fiscal Impact: Approval and submittal of the ROPS 24-25 has no adverse fiscal impact to Successor Agency Funds or the City’s General Fund. When approved by the DOF, the ROPS serves as the vehicle pursuant to which property taxes (former redevelopment tax increment) are allocated to the Successor Agency for payment of enforceable obligations.

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments:

Resolution SA 2024-01 - A resolution approving the ROPS for July 1, 2024 - June 30, 2025
Exhibit A - ROPS 24-25 for July 2024 - June 2025

RESOLUTION NO. SA 2024-01**RESOLUTION OF THE GRASS VALLEY SUCCESSOR AGENCY TO THE FORMER
REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION
PAYMENT SCHEDULE (ROPS 24-25) FOR THE PERIOD OF
JULY 1, 2024 - JUNE 30, 2025**

WHEREAS, the State of California State Legislature enacted Assembly Bill x1 26 (the “Dissolution Act”) to dissolve redevelopment agencies formed under the Community Development Law (Health and Safety Code 3300 et seq.); and

WHEREAS, on June 27, 2012, the California State Legislature enacted Assembly Bill 1484 (“AB 1484”) modifying many of the provisions of ABx1 26 and establishing several new procedural deadlines; and

WHEREAS, AB 1484 required the Grass Valley Successor Agency to prepare a Recognized Obligation Payment Schedule (ROPS) prior to each six-month fiscal period; and

WHEREAS, pursuant to Health and Safety Code section 34179.7(o)(1), commencing with the ROPS covering the period from July 1, 2016 through June 30, 2017 and thereafter, agencies shall submit an Oversight Board approved annual ROPS; and

WHEREAS, the ROPS shall be submitted for review to the State Department of Finance and the County Auditor Controller by February 1 each year; and

WHEREAS, the City Council, acting as the governing board of the Successor Agency, now desires to adopt ROPS 24-25, a copy of which is on file with the Successor Agency Secretary and City Clerk;

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, acting as the Governing Board of the Successor Agency and in conformance with Health and Safety Code Section 34179.7(o)(1), hereby adopts ROPS 24-25, attached hereto and incorporated herein by reference as Exhibit A, for the period ending June 30, 2025.
3. Staff is hereby authorized and directed to file, post, mail, or otherwise deliver via electronic mail, internet posting, and/or hardcopy, all

notices and transmittals necessary or convenient in connection with the adoption of ROPS 24-25 pursuant to this Resolution.

ADOPTED as a Resolution of the Grass Valley Successor Agency to the Former Grass Valley Redevelopment Agency at a meeting thereof held on the 9th day of January 2024 by the following vote:

AYES: Board Member
NOES: Board Member
ABSENT: Board Member
ABSTAINING: Board Member

Jan Arbuckle, Chair

ATTEST:

Taylor Day, City Clerk

APPROVED AS TO FORM:

Michael Colantuono, City Attorney

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: Grass Valley

County: Nevada

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 76,959	\$ -	\$ 76,959
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	76,959	-	76,959
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 428,436	\$ 140,095	\$ 568,531
F RPTTF	403,436	115,095	518,531
G Administrative RPTTF	25,000	25,000	50,000
H Current Period Enforceable Obligations (A+E)	\$ 505,395	\$ 140,095	\$ 645,490

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

 Name Title

/s/ _____
 Signature Date

Grass Valley
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$9,691,950		\$645,490	\$-	\$-	\$76,959	\$403,436	\$25,000	\$505,395	\$-	\$-	\$-	\$115,095	\$25,000	\$140,095
18	Administrative Costs	Admin Costs	07/01/2018	12/01/2038	Various	All administrative costs of the agency	Area 1	750,000	N	\$50,000	-	-	-	-	25,000	\$25,000	-	-	-	-	25,000	\$25,000
22	2013 Tax Allocation Refunding Bond Debt Service Payment	Bonds Issued After 12/31/10	11/14/2013	12/01/2022	Union Bank	Refunding of 2008 Bond.	Area1	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
27	2020 Series A Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	05/01/2020	12/01/2034	MUFG Union Bank	Refunding of prior tax allocation bonds issued	N/A	2,886,500	N	\$260,000	-	-	76,959	139,741	-	\$216,700	-	-	-	43,300	-	\$43,300
28	2020 Series B Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	05/01/2020	12/01/2028	MUFG Union Bank	Refunding of prior tax allocation bonds issued	N/A	6,055,450	N	\$335,490	-	-	-	263,695	-	\$263,695	-	-	-	71,795	-	\$71,795

Grass Valley
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.			5,069,582	27,168	762,627	
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller			11,703	49,791	52,302	Amount of RPTTF overpaid by County in prior year (as reported on ROPS cash reconciliation) - funds corrected in FY 2021-22 (total approved by DOF = \$398,833 overpayment of \$346,531) / Non-RPTTF amounts represent interest earnings and loan payments.
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)			423,313		645,840	Bond 2020A - \$264,300 / Bond 2020B - \$331,540 Admin - \$50,000 Reserve Bond 2013 - \$423,313
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			4,657,972		104,271	Retention of Reserves held by Trustee will be fully exhausted in FY 2022-23. Retention of RPTTF will be used in future periods.
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required			64,818	

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$76,959	\$-	

Grass Valley
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
18	
22	This issue is retired - was paid off in FY 2022-23 using the Reserves Balance.
27	
28	



City of Grass Valley City Council Agenda Action Sheet

Title: Amended Memorandum of Understanding with the Nevada County Professional Firefighters, IAFF Local 3800 for the Employment Classifications in the City's Employees Unit #8 for the Period July 1, 2023 - June 30, 2024

CEQA: Not a Project

Recommendation: That Council 1) review the Labor Memorandum of Understanding for a twelve-month period beginning July 1, 2023, through June 30, 2024, between the City of Grass Valley and the Nevada County Professional Firefighters, IAFF Local 3800 for the Employment Classifications in the City's Employees Unit #8; 2) adopt Resolution No. 2024-02 approving Labor Memorandum of Understanding; and 3) and authorizes the City Manager to execute the Labor Memorandum of Understanding subject to legal review.

Prepared by: Tim Kiser, City Manager

Council Meeting Date: 01/09/2024

Date Prepared: 01/02/2024

Agenda: Consent

Background Information:

Over the course of the last several months, the City's labor negotiations team has been meeting with representatives of the Nevada County Professional Firefighters, IAFF Local 3800 ("Unit 8") to come to an agreement on terms and conditions for an updated Memorandum of Understanding ("MOU") effective July 1, 2023. The City's labor team and Unit 8 have concluded the negotiations process and have been notified that Unit 8 has duly ratified the updated provisions to the MOU which are now being recommended for City Council approval.

Updated provisions to the MOU and annual estimated fiscal impacts include the following:

MOU Provision	Estimated Annual Incremental Cost
1. Term of Agreement - July 1, 2023 - June 30, 2024 (Note: the effective date will be July 25, 2023, the first day of a new pay period)	N/A
2. Provide a 3% Cost of Living Adjustment (COLA) effective first full pay period after Council ratification date	General Fund: \$30,826 (FY 2023-24) \$61,652 (Ongoing)

	Measure E Fund: \$17,715 (FY 2023-24) \$35,430 (Ongoing)
3. Longevity Pay 2.5% upon completion of 10 years	General Fund: \$9,354 (FY 2023-24) \$18,709 (Ongoing) Measure E Fund: \$8,104 (FY 2023-24) \$16,208 (Ongoing)
4. One-time signing bonus of \$1000 per employee, to be paid within two pay periods post-ratification.	General Fund: \$16,000 (One-Time) Measure E Fund: \$11,000 (One-Time)
5. Supplemental Retirement Benefits and Retiree Health Insurance Benefit language adjusted to apply to employees hired before July 1, 2023.	N/A
6. Add to the list of eligible degrees and certificates to reflect changes to course names	N/A
7. Non-substantive Memorandum of Understanding language clean-up in the agreement	N/A

Council Goals/Objectives:

The approval of an updated labor MOU between the City and Unit 8 executes portions of work tasks towards achieving/maintaining (1) a Productive and Efficient Workforce, and (2) Community Safety.

Fiscal Impact:

The estimated incremental one-time and ongoing annual costs of \$56,180 and \$80,361, respectively, in the General Fund; and \$36,819 and \$51,638 in the Measure E Fund effective January 9, 2024, have been considered and are accounted for in the FY 2023-24 Adopted Budget and related future forecasts.

Funds Available: Yes

Account #: General Fund
Measure E Fund

Reviewed by: Tim Kiser, City Manager

Attachments:

- Resolution No. 2024-02 1 - Approving of Unit 8 Memorandum of Understandings
- Memorandum of Understanding - Unit 8 (Markup showing changes)
- Salary Schedule - Unit 8

RESOLUTION NO. 2024-02

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY ADOPTING AN
AMENDED MEMORANDUM OF UNDERSTANDING WITH THE MEMORANDUM OF NEVADA
COUNTY PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 3800 FOR AND ON BEHALF OF THE
EMPLOYMENT CLASSIFICATIONS IN THE CITY'S EMPLOYEES UNIT #8 THE PERIOD July 1,
2023 - JUNE 30, 2024, 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 recognizes the Nevada County Professional Firefighters, Local 3800 and their designated representatives, as the exclusive representatives of the Firefighters Unit #8 have engaged in negotiations to update the labor Memorandum of Understanding ("MOU") between the City and Unit #8; and

WHEREAS, the parties came to an agreement that 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 updated Memorandum of Understanding for the Nevada County Professional Firefighters, Local (Unit #8) for the period of July 1, 2023, through June 30, 2024, 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 9th day of January 2024 by the following vote:

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

Jan Arbuckle, Mayor

ATTEST:

APPROVED AS TO FORM:

Taylor Day, City Clerk

Michael Colantuono, City Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
GRASS VALLEY CITY COUNCIL**

AND

**NEVADA COUNTY PROFESSIONAL FIREFIGHTERS, IAFF
LOCAL 3800 FOR AND ON BEHALF OF THE EMPLOYMENT
CLASSIFICATIONS IN THE CITY'S EMPLOYEES UNIT #8**

Effective July 1, ~~2022-2023~~ – June 30, ~~2023~~2024

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AGREEMENT BETWEEN THE CITY OF GRASS VALLEY CITY COUNCIL AND THE NEVADA COUNTY PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 3800 FOR AND ON BEHALF OF THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #8 "FIREFIGHTERS" FOR FISCAL YEAR ~~2022~~2023-20232024.

This agreement is made and entered into by and between the City of Grass Valley, hereinafter referred to as the "City", and the Nevada County Professional Firefighters, Local 3800 hereinafter referred to as the "Unit" or "Employees".

ARTICLE 1 - RECOGNITION

The City recognizes the Nevada County Professional Firefighters, Local 3800 and their designated representatives, as the exclusive representatives of the Firefighters Unit #8.

A. Dues Deductions

Employees may sign up for Payroll Deductions of Local 3800 dues with Local 3800. Local 3800 will certify to the City any new members of Local 3800.

City agrees to deduct dues as established by Local 3800, and premiums for approved insurance programs from the salaries of Local 3800 members. The sum so withheld shall be remitted by the City, without delay, directly to Local 3800 along with a list of employees who have had such amounts deducted. Local 3800 agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members to the City.

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Local 3800 dues.

It shall be the sole responsibility of Local 3800 to procure and enforce payroll deduction of dues.

Local 3800 shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments, and other forms of liability arising out of the application or enforcement of this Section. In no event shall the City be required to pay from its own funds Local 3800 dues which the employee was obligated to pay, but failed to pay regardless of the reasons.

Any Local 3800 member who notifies the City of their desire to discontinue dues or otherwise

withdraw from Local 3800 membership shall be referred to Local 3800. The City agrees to continue all dues deductions until notified of a deduction change by Local 3800,

The City will provide Local 3800 with 10 days' advance notice by email to the Local 3800 President of any new employee orientation as provided under California Government Code §3556. A designated Local 3800 representative will be given access and a reasonable amount of time without loss of pay during all new employee orientation meetings to communicate with the public employees that Local 3800 represents to ensure the effectiveness of state labor relations statutes, meaningfully communicate through cost-effective and efficient means with the public employees on whose behalf it acts, and afford Local 3800 representatives an opportunity to discuss the rights and obligations created by this MOU and the role of Local 3800, and to answer questions.

The City will provide Local 3800 by email to the Local 3800 President with a list of the name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address of any new employee in Local 3800's bargaining unit within 30 days of hire or by the first pay period of the month following hire as provided under California Government Code §3558.

The City will provide Local 3800 by email to the Local 3800 President with a list of all employees in Local 3800's bargaining unit at least every 120 days. The list will include each employee's name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address.

Nothing in the article is intended to limit or abridge the provisions of AB 119 as codified in California Government Code sections 3555 to 3599.

2. In compliance with SB 191, if the City has not conducted an in-person new employee orientation within thirty days of a newly hired employee's start date, and the new employee is working in person, the Association has a right to schedule an in-person meeting at the worksite during working hours. During that meeting, the exclusive representative shall be permitted to communicate directly with newly hired employees in the applicable bargaining unit for up to 30 minutes. The newly hired employees must be allowed paid time off, and relieved of other duties, for attending the meeting. Upon receiving a request from the Association, the City will provide an appropriate on-site meeting space within seven calendar days. This provision expires June 30, 2025.

ARTICLE 2 – SUPPORT OF AGREEMENT

A. Conditions

- 1 During the term of this Agreement, the City agrees to meet and confer only with the representative(s) officially designated by Local 3800 to act on its behalf and which is within its scope of representation. Employees agree to meet and confer only with the representative(s)

officially designated by the City to act on the City's behalf, and to utilize the meet and confer process as the means of gaining consensus as to wages, hours and conditions of employment.

2. During the term of this agreement and as appropriate thereafter the parties agree to use the dispute resolution machinery as provided herein or by Civil Service rules as a means of adjudicating disputes between them.

ARTICLE 3 – MANAGEMENT PROCEDURAL PREROGATIVES

A. Understanding

1. 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 Agreement, 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 Agreement.
2. The employees recognize and agree that the City, on its own behalf and on behalf of the electors of the City, retains and reserves unto itself, limited only by articles of this Document, all powers, rights, authority, duties and responsibilities conferred upon, and vested in it, by the laws of the Constitution of the State of California and of the United States and the provisions of the City Charter.
3. The employees recognize and agree 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 or applicable law.
4. The employees recognize and agree that the City's powers, rights, authority, duties and responsibilities include, without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; 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.
5. It is understood and agreed that the specific express provisions contained in this Agreement shall prevail over employer practices and procedures and over all applicable laws to the extent permitted by 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 therein.
6. If a conflict arises between this agreement and a City Charter provision or resolution incorporated herein, the City's Charter provision or resolution shall prevail.

ARTICLE 4 – HOURS OF WORK AND BASIS OF COMPENSATION

A. Pay Periods

The “pay period” shall be fourteen (14) calendar days from Sunday at 0800 to 0800 on the second Sunday thereafter, and refers to the period of computing compensation due for all normal working days during that period. Actual payment of payroll shall be made the ensuing Friday following the end of the pay period. The employee or his designee with valid ID may pick up payroll after 12:00 noon that Friday at the employee’s assigned station. There are twenty-six (26) equal pay periods per year.

B. Work Periods

1. For employees assigned to Shift Work, the work period will be a twenty-eight (28) day work period.
2. The average weekly duty hours shall be fifty-six (56) hours per week for Shift Employees.
3. The Bi-weekly average work hours shall be one hundred twelve (112) hours for positions of Firefighter, Engineer and Captain who are assigned shift work at fire station(s) and shall coincide with the established two (2) week pay period (consisting of fourteen (14) days or two (2) weeks).
4. A Standard work period for employees assigned forty (40) work hours per week is 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.
5. 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.

C. Calculation of Compensation

1. Compensation for Shift employees is based on twenty-seven hundred, fifty-six (2,756) hours per year. The payment of compensation shall be calculated to the nearest one-quarter (1/4) hour. The amount of salary for the first pay period in a twenty-eight (28) day work period shall be calculated by multiplying the hourly rate by one hundred six (106) hours. The second pay period of a 28-day work period will be 106 hours at the hourly rate plus FLSA overtime and other appropriate compensation earned during the entire 28-day work period.
2. For employees working a Standard work period pay is based on 2,080 hours per year with twenty-six (26) equal pay periods per year. The payment of compensation shall be calculated to the nearest one-quarter (1/4) hour.
3. 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.

D. Work Day

1. For Shift Employees working the normal work day means each day on which a shift employee performs a normal working shift of twenty-four (24) hours including holidays, Saturday and Sunday. No work hours will be added or deducted due to daylight savings changes.
2. For employees working a Standard 2,080 hours per year the normal work day means each day on which an employee performs a normal working shift of eight (8) hours, including holidays, Saturday and Sunday. All time appropriately authorized in excess of eight (8) hours per workday shall be administered pursuant to Article 5. Work periods may be adjusted to reflect alternative

work schedules. The normal work day is 8:00 am to 5:00 pm.

E. Work Schedule

The work schedule for employees will be posted fourteen (14) days prior to the work period. The normal work schedule for 2,080-hour employees is Monday through Friday.

F. Lunch Period

Employees are allowed a one (1) hour lunch period.

G. Rest Period

1. Employees are allowed one (1) fifteen (15) minute rest period during the mid-morning hours and one (1) fifteen (15) minute rest period during the mid-afternoon hours except in the case of an emergency response.
2. Employees working 8 hours per day (or alternate schedule) are provided one paid fifteen (15) minute rest period for each half of the workday and a one-hour lunch break, generally in the middle of the workday. Lunch period and rest periods generally are not to be taken within one (1) hour of start or ending times.

H. Shift Trades

With approval of the Fire Chief or designee, the trading of hours between employees may occur without overtime or other financial liability to the City. The trading of time between employees may occur from one work period to another. All such trades will be voluntary by the employees affected. All shift trades shall be scheduled in accordance with Standard Operating Procedure (SOP) #110.

ARTICLE 5 – OVERTIME; CALLBACK; STANDBY; COURT TIME; TRAINING TIME

A. Overtime

1. Policy - The Fire Chief or his designee will schedule the work of the department so that shift employees will normally not work more than their assigned shifts in a twenty-eight (28) day work period. Overtime work will be held to a minimum consistent with the necessary staffing requirements of the fire department and emergencies within the city.
2. Defined -
 - a. Overtime is authorized time worked in excess of two hundred, twelve (212) hours in a twenty-eight (28) day work period.
 - b. Employees who work in excess of two hundred and twelve (212) hours in a twenty-eight (28) day work period, will receive time and one half (time or pay) for all hours worked in excess of two hundred and twelve (212) during the work period.
 - c. Employees who work less than two hundred and twelve 212 hours in a 28-day work period will receive straight time (time or pay) up to two hundred and twelve (212) hours.

- d. For employees working a Standard work period, overtime is authorized for time worked in excess of the assigned daily shift, provided total time worked in excess of forty (40) hours in a work week. Time may be adjusted to reflect alternative work schedules.
- 3. Authorization for Overtime Work - Overtime work not specifically authorized through the scheduling process shall be performed only upon express authorization of the Fire Chief or designee empowered by him/her to authorize the same.
- 4. Reporting Overtime - Total hours of recorded authorized overtime for each work period for each employee shall be reported on attendance reports and shall be signed by Fire Chief or designated alternate. The total hours of prior accumulated compensatory time taken off during each pay period shall be likewise reported.
- 5. Fringe Benefits Not Affected by Overtime - Overtime work shall not be a basis for increasing vacation or sick time leave benefits, nor shall it be a basis of advancing completion of required period for probation or salary advances.
- 6. Compensation for Overtime -
 - a. Compensatory time off (CTO) may be accrued up to eighty (80) hours. These limits may be exceeded due to emergencies, but are to be brought into compliance as soon as operationally possible.
 - b. An employee shall have the option to request compensatory time in lieu of paid time for overtime necessitated by call backs, training, sick leave, holiday, or vacation coverage. Approval from the Chief or designee is required. Strike team and overhead assignments will be paid only in overtime pay.
 - c. Employees who work less than 212 hours in a 28-day work period will receive their regular straight time pay, by including any available leave credits to reach the 212-hour level. Vacation, floating holidays, sick leave, bereavement, jury duty and compensatory time off shall count as time worked for the purpose of computing overtime.
 - d. Compensation received through the payment of workers compensation pay (4850) time shall not count as hours worked for the purpose of computing overtime.

B. Callback Time

- 1. Callback time shall be that time an employee is called back to work by the Fire Chief or his designee before or after a normal work shift when an employee is required to work on normal time off. The time actually worked, or a minimum of three (3) hours, may be paid or accrued as compensatory time off. Calculation subject to the 212-hour limit provided in Article 5, A (2).
- 2. Employees called back from vacation or compensatory time off leave shall be paid straight time for such hours worked.
- 3. Employees working a standard shift who are called back shall receive a minimum of 3 hours call back pay at the overtime rate. Additional hours in excess of the minimum 3 hours of call back time worked will be treated as overtime or straight time based on the actual hours worked in the 212-hour work period.

C. Standby Time

Standby time shall be that time an employee is designated by the Fire Chief to be available on immediate call on normal days or hours off. If not called, the employee shall be compensated for the actual time on stand-by with a minimum of three (3) hours accrued as compensatory time or pay subject to the same rules for callback time.

D. Court Time

Court time is defined as that period of time when an employee is required to appear in court as part of the performance of his/her normal duties on a day when the employee would not otherwise be scheduled to work. Court time will be compensated only when the employee is required to appear in court in connection with his or her duties at a time when he/she is not otherwise scheduled to be working. An employee will not be granted court time during the same time period that callback time is compensable. Court time may be paid or accrued as compensatory time in the same manner as call back time and shall be computed on the basis of the actual amount of the time the employee is required to appear in court, rounded to the nearest one quarter (1/4) hour.

E. Training Time

1. The City recognizes the importance of training for Unit members and strives to provide a minimum of two formal, career related training opportunities per year. Employee-requested and Department approved training will include tuition, per diem and coverage of normally scheduled shifts at City expense. Employees will not receive any overtime for requested training. Probationary employees will only be approved for classes needed to complete probation. The location of the approved training will be at the Department's discretion. All approved training funded by the City is subject to budgetary limitations.
2. Mandatory training, scheduled by the Department, will be at the City's expense, including any employee overtime pay.
3. Expenses incurred must be in accordance with City travel expense policy.
In addition to training provided in item 1 above, employees may be granted relevant and job-related classes at the discretion of the Chief with the sharing of costs to be mutually agreed upon by the employee and Chief.
4. Employees returning from week long (40 hour) training programs to a regularly assigned shift, will be granted administrative time for the remainder of the shift that falls on the same day of their return from training. The employee may choose to work the shift.

F. OVERTIME FOR STANDARD TIME EMPLOYEES

1. Overtime for employees assigned an 8 hour day or approved alternative shift: It is the policy that overtime work be discouraged and that work be arranged so that full-time Employees shall normally work not more than eight (8) hours per work day or more than forty (40) hours per week, or more than eighty (80) hours in any pay period, and that overtime work be held to a minimum consistent with the efficient performance of necessary functions. Hours are subject to change based on alternative work schedules.
2. Overtime is authorized time worked in excess of eight (8) hours in a normal day or forty (40) hours per week. Subject to modification based on alternative work schedules. 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). Overtime will be paid, unless requested and approval received for compensatory time. Compensatory time is limited to no more than 120 hours.

3. If a position is authorized to work an alternative work schedule the overtime calculations will be based on the authorized workday (i.e., a 9- or 10-hour day).

ARTICLE 6 – LEAVE

A. Absence from Duty

The absence of an employee from duty shall be reported according to department S.O.P. Unauthorized absence from duty is sufficient cause for discipline up to and including termination of employment. Unauthorized absence from duty for two tours (96 hours) shall be deemed a voluntary resignation from City employment. For Standard time employees unauthorized absence from duty of five (5) days shall be deemed a voluntary resignation for City employment.

B. Sick Leave

1. Shift Employees shall be entitled to accrue 7.5 hours of sick leave per pay period (195 hours per year). If any employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken may be accumulated from year to year without limit.
2. Standard Time Employees shall be entitled to accrue 3.69 hours of sick leave per pay period (96 hours per year). If any employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken may be accumulated from year to year without limit.

C. Sick Leave Usage

1. Sick leave accrual, if available, will be used for the following circumstances:
 - a. the absence from duty of an employee because of his/her illness, pregnancy or related complications; quarantine due to contagious disease.
 - b. The absence from duty of an employee due to the preventative care, diagnosis, care or treatment of a health condition of the employee's family member or other purposes authorized by Labor Codes Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking). For the purposes of this provision, family member shall be restricted to the employee's biological parent, foster parent, adoptive parent, sibling, spouse, domestic partner, child, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepparents, stepchildren, step sibling, where there is a child rearing relationship, or a person who stood in loco parentis when the employee was a minor child.
 - c. the medical appointment of an employee.
 - d. 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)
2. If absence from duty by reason of sickness extends beyond the period of two (2) work shifts (48 hours), the officer or employee may be required to provide, to the Fire Chief or his/her designee, a verification of sickness or disability prepared by a regular, licensed

and practicing physician prior to entitlement to sick leave pay. All employees whose absence from duty because of sickness extends beyond two (2) calendar weeks shall cause a weekly report or certificate by a regular licensed and practicing physician to be filed with the Fire Chief or his designee. Certificates filed under this section shall detail the nature of the sickness and certify the employee's inability to return to work. If no certificate is filed, salary or wages may be withheld from employee. The Fire Chief or his designee may require any employee to furnish a certificate of illness or disability completed by a regular, licensed and practicing physician at any time that the Fire Chief is aware of information that an employee is abusing sick leave. No employee will be disciplined for insubordination based on the refusal to work when he or she has elected to use accrued sick leave but will remain subject to discipline for any abuse or dishonesty in the use of sick leave.

D. Worker's Compensation Pay

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

E. 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 vacation or compensatory time, [in accordance with AB 1949.](#)
3. Standard Employees will receive 40 hours of time to be used in the same manner as provided for in this section.

F. Vacation Leave

1. Following completion of twelve (12) months of continuous service, an employee shall receive credit for vacation pay in accordance with the following schedule for shift employees:

Up to two 2 years.....	144 hours per year (5.54 hours per pay period)
2 years plus to 5 years.....	168 hours per year (6.46 hours per pay period)
5 years plus to 10 years.....	216 hours per year (8.31 hours per pay period)
10 years plus to 15 years.....	240 hours per year (9.23 hours per pay period)
15 years plus to 20 years.....	288 hours per year (11.08 hours per pay period)
20 plus years	312 hours per year (12 hours per pay period)

Credit for Standard work week employees will be as follows:

Up to 2 years	80 hours per year (3.08 hrs per pay period)
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2 plus years to 5 years	96 hours per year (3.69 hrs per pay period)
5 plus years to 10 years	120 hours per year (4.62 hrs per pay period)
10 plus years to 15 years	140 hours per year (5.38 hrs per pay period)
15 plus years to 20 years	160 hours per year (6.15 hrs per pay period)
20 plus years	176 hours per year (6.77 hrs per pay period)

2. All vacation hours earned by an employee shall be vested to such employee at the conclusion of each pay period.
3. Shift Employees will be permitted to accumulate accrued vacation hours until reaching maximum cap limit of 420 hours. No more than 420 hours of accrued vacation may be carried over to the next calendar year. Once the shift employee reaches the cap limit of 420 hours, vacation shall not continue to accrue until the shift employee has used accrued vacation hours to lower the accumulated accrued vacation hours below 420.
4. Standard Employees will be permitted to accumulate accrued vacation hours until reaching maximum cap limit of 320. No more than 320 hours of accrued vacation may be carried over to the next calendar year. Once the employee reaches the cap limit of 320 hours, vacation shall not continue to accrue until the shift employee has used accrued vacation hours to lower the accumulated accrued vacation hours below 320.
5. Vacation will be scheduled in accordance with Department SOP #109. In the event an employee is not permitted to schedule and take vacation as caused by the City, which results in the employee exceeding the accumulation limits, the Fire Chief, may 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 hour limit. For vacation requested for the same period, seniority with the Fire Department will determine the order which employee receives their vacation request first.
6. Vacation Elective cash-out provisions:
Employees may, once each calendar year during the month of December, request payment in lieu of vacation if the following conditions are met:
 - a. The employee has taken a minimum of 96 hours of vacation and/or holiday hours off in the current calendar year as of the last full pay period ending in the month of November;
 - b. The employee has no less than 200 hours of accrued vacation and holiday hours as of the last full pay period in the month of November; and
 - c. The Employee utilizing this provision submits an irrevocable election by December 31st of the calendar year prior to the calendar year in which the vacation hours to be cashed out are earned; and
 - d. The requested cash out will coincide with the applicable IRS tax year based upon the check dates; and
 - e. 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; and
 - f. The requested vacation cash outs will be paid by the last paycheck of the calendar year in which the vacation hours are earned.

G. Holiday Pay

1. All non-shift unit members shall receive pay in lieu holidays. Personnel assigned to the following classifications, which must be staffed each day of the week, are not granted official City holidays as days off with pay:

- Firefighter
- Engineer
- Captain

2. Effective July 1, 2022, in lieu of City holidays, employees in the classifications above received 5% increase in base salary.

3. In the event an employee wishes to observe a city holiday they must submit a request for vacation or CTO time off and receive approval from their supervisor.

Holidays (For Non-shift {40 hr per week employees} only)

1. Holidays shall mean those days or hours designated as such by or pursuant to this Agreement, City ordinance or resolution. The holiday is the day as observed by the City. For Standard Work Week employees holidays are recognized as 8 hour days.

Recognized holidays shall include:

- | | | |
|-----|--|--|
| (a) | New Year's Day
Martin L. King Day
Presidents' Day
Memorial Day
July 4th
Labor Day | Columbus Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day |
| (b) | 2 Floating Holidays | |

H. Jury Duty Leave

An employee shall be paid their normal salary for each work day or portion thereof; they are required to be on jury duty. Any money received by the employee for jury duty shall be remitted to the City by the employee, less travel expenses.

I. 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 1250 hours during the previous 12 months, may request a Family and Medical Care Leave of absence of up to 12 weeks in any one continuous 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 a serious

health condition or for one's own health condition that makes the employee 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 health condition, or that of an eligible family member, sick leave will be utilized first, followed by other accrual (holiday, CTO, vacation). If all available accrual is depleted an employee may continue on an unpaid leave until the 12-week maximum leave is taken. If an employee desires to take an FMLA or CFRA leave not associated with the serious health condition of him or herself, or an eligible family member, sick leave hours accrued may not be used.

2. Whenever possible, the employee must provide at least 30 days written notice that they wish to take this leave of absence. When this is not possible the employee must notify the city, 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 complies 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 employee's child, spouse or parent before allowing the employee to take a leave 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) (without being given a diagnosis) at City expense. Unless otherwise agreed to by the City, any Family and Medical Care Leave must be taken in segments of one full work day (Shift).
4. If the employee is pregnant, she is entitled to pregnancy disability leave and/or Family and Medical Leave in accordance with California and federal law.
5. The cost of the health care coverage while on a Family and Medical Care Leave less any portion of the premium required to be paid by the employee will be paid for by the City for up to 12 weeks. If the employee does not return from leave, the employee will be responsible for reimbursing the City for the insurance premiums paid on their 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 Care Leave.

ARTICLE 7 – RETIREMENT

A. CalPERS Pension Definitions

New Member Employees:

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California Public Retirement System.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement

System prior to January 1, 2013, and is not eligible for reciprocity.

- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of greater than six months.

Classic Member Employees:

- A member who was brought into CalPERS membership for the first time before January 1, 2013.
- A member who was brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of less than six months.

B. New Member Retirement Benefits

New employees hired on or after January 1, 2013, upon placement in a full-time employment status shall have the PERS 2.7% @ 57 formula, as provided by the terms of the contract in effect between the City and PERS.

C. New Member Retirement Contributions:

The employee contribution rate shall be 50 percent of the "normal cost" rounded to the nearest quarter of 1 percent, as determined by PERS annually.

D. Classic Member Retirement Benefits

Employees hired before January 1, 2013 and designated as local public safety members by the City are provided retirement benefits under the California Public Employee's Retirement System Local Safety 3% at 55 formula.

E. Classic Member Retirement Contributions

Classic Member Employees shall pay a total pension contribution of 12%.

F. Supplemental Retirement Benefits

1. The City shall provide a supplemental retirement benefit to each eligible employee covered under the terms of this Agreement who attains normal retirement age. The term "normal retirement age" is the age at which an employee first becomes eligible to receive a disbursement of a retirement benefit under the terms of the employee benefit plan described in section A of this Article. The term "eligible employee" is limited to those employees who leave City employment for the sole reason of retiring under a PERS regular service retirement, disability retirement, or industrial disability retirement provision.

2. For employees hired before JulyJanuary 1, 20232024 with at least ten years of service with the City fire department are eligible for the benefit provided under the terms of this section. They are eligible for a one-time lump sum payment, calculated on the basis of 50% of the straight time value of the retiring employee's accumulated but unused sick leave, up to 520 hours (maximum pay out of 260 hours) on the date that the employee retires from City employment. The reference to sick leave hours 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 days shall be computed solely and exclusively on the basis of the non-overtime normal base wage rate paid to the employee, and no overtime premiums, or any other type of premium pay, incentive 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.
3. 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.
4. Consistent with the sick leave provisions of this Agreement, any employee whose employment with the City terminates for any reason 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. 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. Notwithstanding the limitations contained in this section, the City shall pay a supplemental benefit consisting of all unused sick leave to the estate of any employee covered by the MOU who is killed in the line of duty.

G. Retiree Health Insurance Benefit

1. For employees hired prior to JulyJanuary 1, 20232024 ~~Any employee hired prior to January 1, 2016~~ 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:
 - a. The City will pay the statutory administrative fee for PERS coverage.
 - b. The City will pay 50% of the cost for medical insurance for the employee or employee plus 1. Amount will be equal to lowest cost available PERS insurance plan for Nevada County regardless of the plan selected by the employee of the medical plans offered by the City through PERS.
2. To receive this benefit a retiree must provide annual evidence of health insurance coverage to the

Human Resources Department.

3. 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 8 – SALARY SCHEDULE

A. Salary Ranges for Unit Classifications

The salary ranges for unit classifications shall remain as set forth on the attached schedule, referenced as Appendix A.

- Effective the first full pay period ~~starting June 26~~ following MOU ratification by Local 3800 and MOU approval by the City Council, employee pay rates for all Local 3800 members shall increase by ~~35~~%.
- Effective the first full pay period following MOU ratification by Local 3800 and MOU approval by the City Council all Local 3800 members shall receive a one-time Off-Salary-Schedule-Payment of \$1,000.00. This payment shall not be considered pensionable income pursuant to CalPERS rules.

B. Certificate and Educational Incentive

1. The City shall offer an Academic Education Incentive program with a maximum cumulative (certificates and degrees) ceiling of 11% of base salary. Only certificates and degrees granted by accredited institutions and are job related, which are above the minimum educational requirement of the employee's position and enhance the employee's abilities and contributions will be considered.. If an application for this incentive is denied it may be grieved.
2. The eligible degrees and certificates and corresponding incentives are as follows:

Unit 8 members shall be granted 1.25% of base pay for each listed certificate with a maximum of 8.5%.

Approved certificates:

- Chief Officer;
- Confined Space Technician;
- Fire Officer;
- Instructor III;
- Possession of both Fire Investigator I and Inspector I;
- Fire Fighter 2;
- Fire Control 3;
- Fire Control 4;
- HazMat Specialist;
- Rapid Intervention Crew Tactics or Firefighter Safety and Survival;
- Rescue Systems 1;

- Rescue Systems 2;
- [Swift Water Rescue Technician;](#)
- [California State Fire Training, Rope Rescue Operations;](#)
- [California State Fire Training, Structural Collapse Specialist 1;](#)
- [California State Fire Training, Confined Space Rescue Technician;](#)
- [California State Fire Training, Structural Collapse Specialist2 ;](#)
- [California State Fire Training, Trench Rescue Technician;](#)
- [California State Fire Training, Rope Rescue Technician;](#)
- Other certificates could be added by mutual agreement.

Unit 8 members shall be granted 2.5% of base pay for each listed degree with a cumulative maximum of 5%.

<u>Approved Degrees:</u>	<u>% of Base Salary</u>
Associate of Arts or Science	2.5%
Bachelor of Arts or Bachelor of Science	2.5%
Master of Arts or Master of Science	2.5%

3. Paramedic Incentive

Firefighters and Engineers with a current California paramedic license shall be eligible to receive a paramedic stipend of \$600 a month. Captains with a current California paramedic license shall be eligible to receive a paramedic stipend of \$600 a month when operating as a medic performing ALS skills (when necessary) full time to be eligible for stipend.. There will be a cap of 8 people receiving a paramedic stipend at any one time.

These incentives shall be given as an hourly equivalent.

Parties agree to meet and confer over the details of the ALS program upon request and as needed throughout the term of the MOU.

4. Deputy Fire Marshal

The Fire Marshal shall receive the hourly equivalent of \$600 a month.

5. Expanded Scope EMT Incentive

EMTs who show, at a minimum, proficiency in all expanded scope EMT skills (as defined by SSV) and 12 Lead EKG application shall receive a stipend of \$100.00 a month (hourly equivalent).

Proficiency is required within six months from date of hire. Proficiency shall be proven with an SSV-approved testing process. EMTs must demonstrate proficiency annually.

Expanded scope EMT shall be required within twelve months of hire for new employees, and shall be an MQ for career employees twelve months after ratification.

6. Advanced EMT (LALS) – Limited Advanced Life Support
The Advanced EMT shall receive a stipend of \$300 a month

C. Rules for Use of Salary Schedule

1. In the general schedule of pay ranges established by the City Council each classification within a department has an applicable range consisting of five steps.
2. All appointments from a listing of eligible candidates will enter the probationary periods at the base salary of the range applicable to the job. The Fire Chief may recommend elevation above the entry level step to compensate for education, experience or as a recruitment incentive.
3. All employees shall be eligible for a merit step increase to the next step in pay range every twelve months until the end of his or her pay range. No advance in pay shall be automatic upon completion of the periods of service outlined hereinabove. All increases shall be made on the basis of merit as established by the employee's service, and after the recommendation of the department head and approval by the City Manager. Increase in pay shall be withheld in cases of inferior work, lack of application, or indifferent attitude. Employees denied a merit increase will be eligible for reconsideration 6 months following their initial review date.
4. Upon recommendation of the Fire Chief and approval of the City Manager, any employee may be given an administrative raise to the next step in range, but not more than one in eighteen (18) months. The administrative raise is not a right, but may be given for outstanding services. A 2-1/2% administrative raise may be given above the five-step range schedule.
5. An employee promoted from a Fire Department promotional list shall move to the closest salary step in the new class that gives a minimum of a 5% increase over base pay, not to exceed the top of the pay range, as recommended by the Fire Chief to the City Manager. The date of the promotion will establish a new anniversary date for the employee's future performance evaluations. Should a promotion occur concurrently with the employee's evaluation, and the employee is eligible for a merit increase, the merit increase is to be included in the base salary before promotion.
6. Employees 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 and would not be subject to a probationary period.
7. Allocation to a class with Lower Salary Range (Voluntary Demotion or Reclassification): If the salary range of the new class to which an employee's position is allocated has a maximum lower than that of his/her current class, but not lower than his/her actual salary, he/she should continue to receive his/her present salary until his/her next anniversary date, which remains unchanged, at which time he/she would be eligible to move by a merit increase in the proposed range. If the top of the new range is lower than the current salary, then the salary will be reduced to an amount not

to exceed the top of the new range effective the next full pay period one year from the re-allocation date.

8. An employee reassigned by management to a position in a lower classification (demotion) will move to the closest salary step in the new class that provides a minimum 5% decrease in base pay. The anniversary date for future evaluations will be the date of the demotion.
9. A reclassification may result if the job, responsibilities, duties, requirements, skills change to a degree that the position needs to be placed in a new classification. If the reclassification impacts only the incumbent employee and the employee is qualified for the position, they will be placed in the position. If more than one employee is impacted and each is qualified, an internal review of the employees will be completed to select the best qualified person for the position. A reclassification will result in the elimination of the old position if it is a single person position and be replaced with the new position, as by the very process the position has fundamentally changed. If the position is used by other departments the position being reclassified will be eliminated from the department impacted. A reclassification is not a promotion and does not carry with it an automatic pay increase. If the employee's salary is currently below the minimum of the new range, the employee's salary will be increased to meet the minimum rate of the new range. A reclassification will not change the employee's annual evaluation date. The employee will be able to move through the new pay range based on the normal evaluation and merit process.

D. Acting Pay

The City recognizes the operational and career development value of assigning qualified employees to act in higher ranks. In the absence of employees assigned to higher ranks, and in accordance with policy set forth by the fire chief, a qualified employee may move into the position in an acting capacity. Employees electing to serve in acting assignments will be subject to the following:

1. Qualified employees may serve in an acting capacity in the battalion chief, captain and engineer positions. In the event that a qualified acting battalion chief does not exist or is not available, a NCCFD battalion chief may be assigned the duty.
2. To qualify to serve in an acting capacity, an employee must have achieved a passing score on the last promotional or open/promotional testing process the City has offered for the acting position.
3. The job responsibilities of the employee serving in an acting capacity shall be based upon those described in the current position duty statement for the position. Those responsibilities may be modified by the fire chief.
4. Employees meeting the minimum requirements for working in an acting capacity shall be paid a five percent (5%) pay differential for work done in the acting capacity.
5. Individuals performing acting duties must serve in such assignment for at least twelve (12) hours to qualify for acting pay. If such assignment continues past twelve hours, the differential will be paid for all hours worked on that assignment.
6. Qualified actors may be used for station coverage and/or strike team assignments.
7. Payments to employees for acting assignments will be made each pay period.
8. Employees may be removed from the list of eligible employees for acting purposes for cause.

9. In no event will an out of class or acting assignment exceed 960 hours per fiscal year, pursuant to Gov Code Section 24080.

E. **Specialist Classifications**

Parties agree to continue to meet during next round of negotiations regarding classification duties. City proposes establishment of Specialist level for classifications. Differential of 2.5% +/-

F. **Longevity Pay**

Effective the first full pay period following MOU ratification by Local 3800 and City Council approval of MOU, the City shall pay two and one-half percent (2.5%) of base rate for longevity pay upon completion of ten (10) years of continuous service.

ARTICLE 9 - 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 set rate for health insurance (Medical, Vision, and Dental) based on the employee's medical coverage selection as follows:
 - a. For Employee only - \$814.00;
 - b. For Employee plus 1 dependent- \$1,622.00;
 - c. For Employee plus 2 or more dependents- \$2,130.00.
2. Employees electing to waive medical insurance coverage will receive a payment of \$305 per month (a rebate) if evidence of similar or better coverage from another source is provided. Employee may use this rebate to pay for elected dental and vision coverage.
3. All benefits shall be subject to the standard provisions set forth in the policy or policies, or P.E.R.S. regulations.
4. Disputes concerning the hospital/medical, vision and life insurance provided pursuant to this agreement, 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.
5. Subject to provisions of this MOU and 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.
6. The City will provide term life insurance coverage in the amount of \$50,000.00 for each employee, \$5,000.00 for the employee's spouse, and \$1,500.00 for other eligible dependents.
7. **Short Term Disability Insurance**
SDI is now in force for bargaining unit employees. The employee is entitled to supplement weekly SDI benefits with accumulated leave time up to the amount of his/her regular monthly salary.

ARTICLE 10 - SCHEDULING OF SHIFTS

A. Authorized Personnel

1. Shift assignments will be in effect for 12 months unless an emergency warrants a change. The shift assignments will not be changed during the year unless requested by the employee or employer and only after a meeting has been held between the affected employee(s) and the Chief or his designee. Emergencies include, but are not limited to the necessity to staff for unplanned employee events that require a change for proper coverage. All emergencies will be handled as the situation requires. Changes that occur as a result of the meeting between the Chief or his designee and the affected employee(s), shall not take effect for at least fourteen (14) calendar days following notice to the employee(s), unless an earlier date is mutually agreed to by all parties.
2. The Fire Chief or his designee or under the direction of the City Council may assign one hundred (100) percent of the total number of employees of the Fire Department to work overlapping shifts in cases of emergencies as determined by the City Council.
3. For the term of this agreement the Chief or designee may temporarily change or alter shifts for the purpose of providing relief coverage on alternate shifts. These shift changes may occur where staffing will fall below minimum levels as a result of planned or non-emergency absences of other employees. It is preferred by the City that Employees use hours earned because of working a flexed or alternate shift within the 28-day work period in which they were earned which are considered straight time hours. It is recognized that the use of flex time earned within the same work period is not always achievable or desirable and employees will be granted comp time for time worked and not taken during the 28-day work period. Flexibility in scheduling will be done in accordance with departmental standard operating procedures.
4. For the term of this MOU City of Grass Valley firefighters will be assigned regular shifts to City fire stations.
5. All available shifts will first be offered to Unit 8 employees before filling vacancies with temporary assistance or employees from other agencies.

ARTICLE 11 - PROMOTIONAL OPPORTUNITIES

Promotional examinations will follow the current Civil Service Rules. The Fire Chief will determine if there are sufficient qualified employees for an internal department list, generally consisting of at least 3 qualified personnel. If there is a need to create an open list, existing Unit 8 members will receive 3 career points after successful completion of the examination process.

ARTICLE 12 - UNIFORMS

Employees 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. The allowance will be prorated for each full month of employment for new employees. Employees leaving city employment are not entitled to any proration of uniform pay.

A. Care of Uniform

- a. New hires will purchase a Class A uniform within two (2) years of hire.
- b. All uniforms will be kept in a clean and well-maintained condition.

B. Special Compensation

To comply with the special compensation requirements of CalPERS, the City shall report to CalPERS periodically as earned the value of the uniform allowance above for classic members (as defined by CalPERS). For classic members, the City and employees will be required to make required employer and employee contributions based on this special compensation in the applicable employer/employee contribution amounts. Pursuant to CalPERS regulations, the value of uniforms and uniform cleaning for new members (as defined by CalPERS) does not count as special compensation.

ARTICLE 13 - REDUCTION IN FORCE AND RE-EMPLOYMENT**A. In Lieu of Layoff**

- 1. In lieu of layoff, the City may pursue consideration of a furlough or reduction of hours on a department basis as follows:
- 2. City Council makes a finding that for reason of lack of work or lack of funds that a reduction in personnel is needed.
- 3. Department Head consults with Employees to explore alternatives.
 - i. Voluntary furloughs/hours reduction sought first.
 - ii. Involuntary furloughs or reductions in hours may be imposed on a standard basis by class within the department, not to exceed 48 hours (2 shifts) per fiscal year. Should the City desire to utilize more than 48 hours of involuntary furlough time in a fiscal year, The Grass Valley Fire Department employees will be consulted and shall have the option of agreeing to permit the City to utilize up to an additional twenty-four (24) hours of involuntary leave for a total of 72 hours or refusing such request. If the request is refused the City shall have the option of reducing the force through layoffs.
 - iii. For employees working 8-hour shifts, involuntary furlough time may not exceed 80 hours per fiscal year. If additional time is desired the City may request an additional 40 hours of time for a total of 120 hours. If the request for additional hours is refused the City shall have the option of reducing the force through layoffs.
 - iv. In lieu of taking actual furlough time employees may elect to pay a higher portion of city provided benefits (i.e. health insurance) in an amount equal to the total savings that that would have been realized by the furlough time. Equivalent paid time may be taken off. Provided the savings are achieved within the same time period (fiscal year) as the assignment of furloughs.
 - v. If any of the options above (except iv) are chosen and include furloughs of employees, no impact to benefits shall occur. Insurance will still be paid by the extent agreed to in this MOU. Leave accruals will continue at the full-time rates and will not be prorated for furlough day(s). Retirement contributions and related benefits shall be maintained as if no reduction in time had occurred and full year

PERS service credit will be retained, unless precluded by PERS.4. Upon reduction in force, permanent employees appointed to jobs with a lower pay range shall be given the next step up in the range lower than the range from which he/she was reduced. (i.e.: If employee is Range 2, Step C, upon appointment to lower pay range due to reduction in force, employee would be Range 1, Step D).

B. Treatment of the Employees Laid Off

1. When the Fire Chief is instructed by the City Council to reduce the number of employees in the classified service within his/her department, lay-off shall be made in accordance with the following rules:
 - a. Employees to be laid off shall be given a leave of absence without pay until the position is re-established whereupon such employee shall be given ten (10) days' notice to accept re-employment.
 - b. The names of each employee laid off shall be entered on the "re-employment list" established by the Personnel Commission and notification as provided in the commission rules shall be required. Within ten (10) days, a certificate by a qualified physician or surgeon selected by the commission, may be required certifying as to his/her physical fitness to perform the service involved.
2. The first person laid off from a department, within a class shall be the one with the least length of service within the class and grade since original permanent employment. The person so laid off shall thereupon be restored to a position in a class in the same department in which he/she formerly held a regular position in which:
 - a. The employee displaced shall be considered laid off for the same reason as the person who displaces him/her and shall likewise be restored as provided herein, in a class in which an unfilled position exists, or,
 - b. There is then employed a person with less total length of service since original appointment. The person with the least length of service shall be displaced by the employee laid off from the higher class.
3. Should an employee have rights for displacement in more than one previous classification, he/she shall displace first in the highest classification to which he/she is eligible.
4. In accordance with the City Charter, whenever a position in any class is to be filled, unless filled by a reduction of rank as provided above, it shall be filled in the following order:
 - a. From the re-employment list for that class;
 - b. From the promotional register of eligibles for that class;
 - c. From the appropriate competitive register of eligibles.
5. When employment is from the re-employment list, one name shall be certified for each vacancy to be filled and in the order of greatest length of service in that and higher classes since regular appointment.

C. Seniority

1. Seniority ratings in any department shall be based on the time in a classified position in the City of Grass Valley Fire Department, including periods of approved leaves of absence.

2. Credit allowable by the Personnel Commission for length of service shall be calculated on the basis of the years of continuous employment including approved leaves of absence dating from the first day of such continuous employment in any department or departments of the City of Grass Valley as a classified employee.
3. Credits allowable by the Personnel Commission for examination based on the length of service shall be deemed to include periods of time granted under approved leaves of absence.

ARTICLE 15 - DISCIPLINARY ACTION

A. Principle

1. Every Firefighter and employee shall retain his/her employment so long as it exists under the same or a different title, during good behavior, and shall not be suspended, fined, demoted, removed, or otherwise penalized, except as provided in the below paragraphs.
2. This article is subject, however, to every provision of the Constitution and applicable state statutes designated as a general ground of forfeiture of office, or employment or imposing a criminal liability.

B. Disciplinary Process

1. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violation of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees. Performance appraisals and non-punitive constructive disciplinary actions which are designed to assist an employee to improve his/her performance are excluded from the procedural rights specified in this Section.
2. Discipline may be initiated for various reasons, including, but not limited to violations of City and/or Department work rules, insubordination or poor job performance. The severity of the disciplinary action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.
3. The normal progressive discipline procedure steps consist of the following, which will be administered in compliance with the Firefighters Bill of Rights.

C. Informal Actions

1. **Verbal Counseling:** An opportunity to communicate in a non-punitive fashion that a problem is perceived and that the supervisor is available to help solve it. This action cannot be appealed.
2. **Documented Counseling:** A written record of performance issue accompanied by a written performance improvement plan including timeframes. A copy of this counseling is given to the employee and one copy is filed in the supervisor's working file until the employee's next performance evaluation, where such counseling may be noted and then removed from the supervisor's file and destroyed.
3. **Letter of Warning:** Informal action generally used after counseling has failed. Letter to document performance failures and advise employee that if situation continues, a formal action will follow.

D. Formal Disciplinary Actions

1. **Written Reprimand:** A written communication to the employee that an offense has been

committed. This action can be discussed with the Fire Chief if so requested by employee. The Chief may uphold or modify the reprimand. A copy of this reprimand is given to the employee and one copy is filed in the employee's personnel file.

2. **Suspension Without Pay, Demotion, or Reduction in Pay:** These are serious disciplinary actions and are subject to the Skelly procedures below.
3. **Dismissal for Cause:** The final step in the progressive disciplinary process. Only the City Manager may dismiss any employee covered by this MOU.

E. Administration of Discipline

1. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.
2. An employee serving an initial probationary period may be discharged without application of the disciplinary process and with no rights of appeal.

F. Skelly Process

1. All formal disciplinary actions will be covered under this section when requested by the employee.
2. The employee shall be provided notice of the proposed discipline.
3. Within fourteen (14) calendar days of the notice of proposed discipline, the employee or his/her representative may file a request for Skelly meeting.
4. The Skelly Officer shall schedule a pre-disciplinary response meeting with the employee and his/her representative, if any, within fourteen (14) calendar days of the receipt of the request for meeting.
5. The Skelly Officer shall conduct the meeting and shall render a decision upholding, modifying, or overturning the proposed action, within fourteen (14) calendar days of the date of the Skelly meeting.

G. Appeal Process

1. Once a decision has been reached by the Skelly Officer that discipline is appropriate, the discipline will be imposed.
2. Appeal to the Personnel Commission: Any regular employee who has completed their initial probationary period shall have the right to appeal the decision of the Skelly Officer by following the appeal process outlined in the Civil Service Rules and Regulations. There is no cost to the employee for an appeal to the Personnel Commission, other than the cost of a copy of the transcript or other recording of the proceedings, pursuant to Section 11.6 of the Civil Service Rules and Regulations.
3. Alternative Appeal to Advisory Arbitration: As an alternative appeal procedure to that set forth in section G.2 above, any regular employee who has completed their initial probationary period may elect to appeal the decision of the Skelly Officer to advisory arbitration, pursuant to the following procedure:

- A. The appeal request must be made in writing to the City Manager within 15 days of the decision of the Skelly Officer;
 - B. Within 7 calendar days of receipt of the appeal request, the parties shall select an arbitrator, either by mutual agreement, or if unable to agree, by submitting a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators.
 - i. The parties shall take turns striking names from the list, beginning with the party who wins a coin toss, until one remains.
 - ii. Because appeal to advisory arbitration is an employee-elected alternative procedure to an appeal to the Personnel Commission, each party shall pay 50% of the cost of arbitration, which may include a court reporter appearance fee. Should a transcript be desired, each party shall pay for the cost of its own copy of the transcript. Each party shall bear their own attorney's fees.
 - iv. The arbitrator's decision shall be mailed to both parties, with the City's copy mailed to the City Clerk. The arbitrator's decision is advisory to the City Council. The City Council shall, within 30 days of the City Clerk's receipt of the arbitrator's decision, convene a hearing in closed session to review the arbitrator's decision. The City Council may approve, modify or reject the arbitrator's decision. The decision of the City Council is final.
- 4. Nothing herein shall restrict the right to make bona fide reduction in force or enact legislation requiring retirement for disability or age.
 - 5. Discipline once imposed is only subject to this appeals process under Article 15 and is not grievable.

ARTICLE 16 – GRIEVANCE PROCEDURE

A. Definition

Grievance - A grievance is any dispute concerning the interpretation or application of this Agreement, 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 conditions 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 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. Within fourteen (14) calendar days (2 two-week tours) 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

A formal grievance shall only be initiated by completing the grievance form provided by the City Manager's 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 fourteen (14) calendar days after the last meeting between the employee and supervisor. Within (14) calendar days after the formal grievance is received, the Fire Chief 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 Fire Chief shall render a decision in writing to the employee.
2. Unless a decision of the Fire Chief is appealed by the employee to Step Two, in the time limits provided, the grievance shall be deemed resolved, final and binding.

Step 2

1. If the employee is not satisfied that the grievance has been resolved in Step One, he/she may, within (14) fourteen calendar days after the receipt of decision, request in writing that the City Manager consider the grievance and decision as rendered by the Fire Chief. Within fourteen (14) calendar 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 fourteen (14) calendar days after concluding the review, the City Manager shall render a decision in writing to the employee and Fire Chief.
2. Unless the decision of the City Manager is appealed by the employee to Step Three, in the time provided, the grievance shall be deemed resolved, final and binding.

Step 3

1. If the employee is not satisfied that the grievance has been resolved in Step 2, he/she may, within fourteen (14) calendar days after the City Manager's decision is rendered, request in writing to the City Manager, that the City Council consider the grievance and decision rendered by the City Manager. Within fifteen (15) working days after the grievance is received, the City Council shall designate a sub-committee which shall commence conducting the review. The City Council subcommittee 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 fourteen (14) calendar days after concluding the review, the City Council sub-committee shall render a decision in writing to the employee, City Manager and Fire Chief.

2. As an alternative procedure to that set forth in Step 3, paragraph 1 above, the employee or the Union may elect to submit the grievance to advisory arbitration pursuant to the following procedure:
 - A. The request to proceed to advisory arbitration must be made in writing to the City Manager within 14 calendar days of the decision of the City Manager;
 - B. Within 7 calendar days of receipt of the request, the parties shall select an arbitrator, either by mutual agreement, or if unable to agree, by submitting a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators.
 - i. The parties shall take turns striking names from the list, beginning with the party who wins a coin toss, until one remains.
 - ii. Because submittal of the grievance to advisory arbitration is an employee or Union-elected alternative procedure to resolution by the City Council under Step 3, paragraph 1, each party shall pay 50% of the cost of arbitration, which may include a court reporter appearance fee. Should a transcript be desired, each party shall pay for the cost of its own copy of the transcript. Each party shall bear their own attorney's fees.
 - iii. The arbitrator's decision is advisory to the City Council. The City Council may appoint a City Council sub-committee which shall review the written decision of the arbitrator and the record and issue a written decision within 30 days of receipt of the written arbitrator's decision. The City Council or its sub-committee may approve, modify or reject the arbitrator's decision.
- 3- The decision rendered by the City Council or its sub-committee shall be final and binding on all parties.

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. Oral or written evaluations or other corrective directives and merit step determinations, for example, are not grievable matters.
2. Grievances may be made only on behalf of an employee who has successfully completed a required probationary period and attained permanent status.
3. 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.
4. In the event that more than one 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 meetings which may be held, unless he/she specifically waives that right in writing.

5. Any time limit of these procedures may be extended by mutual consent of the parties in writing or by action of the Mayor in writing to all parties.
6. During the grievance process, there shall be no interruption of scheduled work of a department or the City.
7. The time frames provided for may be modified by mutual agreement between the parties.

ARTICLE 17 – SAFETY

A. Safe Conditions, Equipment and Duties

1. The City and its 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 City. The City shall investigate the complaint and make any and all corrective measures as deemed necessary by the City. Local 3800 shall cooperate fully in carrying out safe practices and in using safety devices provided by the City.
2. The City shall provide all needed and/or necessary safety equipment for the employee(s) to perform the normal tasks of their respective classification(s). These devices and equipment shall be customary safety appliances to safeguard the employees against danger to health, life and limb. The City will make available to the employees updated training programs on safety matters and issues as it deems necessary.
3. Employees agree that the duties and tasks performed by them shall be performed in a safe and healthful manner.

B. Safety Equipment

The City may make such protective clothing or other protective equipment available to employees as the Fire Chief deems appropriate under the circumstances. Any employee issued such protective clothing or other protective device is responsible for the proper care of these items. Leather turn out boots and leather helmets have been approved for use by employees and will be provided as protective safety equipment.

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 himself, his fellow officers and employees, and to the public. The City, therefore, expressly retains the right as explained in this Article to verify that employees and officers covered by this 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 a unit 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 to protect the safety of employees in the unit. The parties to the Agreement, therefore, wish to evidence their

agreement to the concept of accurate drug and alcohol testing implemented with adequate safeguards to preserve employee's privacy and prevent abuse, as per attached drug and alcohol policy and "Chain of Custody" policy.

D. Drug, Alcohol and Substance Abuse Policy

1. The City reserves the right, for reasonable suspicion, to require an employee to submit to drug, alcohol or substance abuse testing.
2. "Reasonable suspicion" for purposes of this Article includes, but is not limited to the following:
 - a. A critical incident has occurred while on duty for the City or at the employee's work location.
 - i. An accident involving a City vehicle or equipment causing damage to property or persons, in combination with any factors in (b) below.
 - ii. Employee manifests mental or physical impairment sufficient to raise doubt that normal tasks can be safely or effectively performed.
 - iii. Employee is observed with illegal drug or drug paraphernalia in possession for possible sale or use; employee is observed with open container of alcohol in work area or vehicle.
 - b. Documented objective facts and a reasonable inference drawn from those facts that an employee is under the influence of drugs, alcohol or substance. Such objective facts may include characteristics of the employee's appearance, behavior, mannerisms, speech, or body odors. Components of such documentation should include:
 1. equilibrium,
 2. manner of speech,
 3. mental reactions,
 4. odor of intoxicants on breath or clothing,
 5. eyes,
 6. general appearance,
 7. physical actions, and
 8. work behaviors.

E. Employee Assistance Program

City shall maintain an Employee Assistance Program (EAP). Such program shall endeavor to provide counseling services for personal and family member 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. The City shall develop a policy guideline for EAP Programs.

ARTICLE 18 - NO STRIKE/NO LOCKOUT

It is agreed by the Local 3800 and the City that there shall be no strikes and no lockouts, or other deliberate actions impacting the ability of the City to provide fire related services during the term of this Agreement.

ARTICLE 19 – DISTRIBUTION OF MOU

The City shall provide copies of this agreement to new employees covered by the agreement.

ARTICLE 20 - EFFECT OF THIS AGREEMENT

1. It is understood and agreed that the specific and express provisions contained in this Agreement shall prevail over employer practice and procedures and over all applicable laws to the extent permitted by law.
2. This written Agreement sets forth the full and complete agreement between the parties concerning the subject matter hereof and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein--No member rights are created other than as expressly stated in this Agreement for the term stated herein. The parties are aware of the holding in the case of *Retired Employees Association of Orange County, Inc. v. County of Orange, California Supreme Court Case No. S184059, 2011 WL5829598* (Nov. 21, 2011) and hereby state that no implied terms are intended, or may any benefit, implementation practice or past practice not expressly stated within this Agreement, any other policy, ordinance, resolution, side letter or other statement agreed to by the parties, create a right or expectation in any member of the continuation of such implementation practice or past practice.
3. In absence of specific provisions in this Agreement, City policies and procedures are discretionary.

ARTICLE 21 – NOTICE

Whenever provision is made in this Agreement 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 of service, to the party entitled thereto at the address set forth below:

<u>Employer</u>	<u>Nevada County Professional Firefighters, L3800:</u>
City Manager	Unit No. 8 Representative
City of Grass Valley	P.O. Box 2012
125 E. Main Street	Grass Valley, CA 95945
Grass Valley, CA 95945	

ARTICLE 22 - SEVERABILITY SAVINGS CLAUSE

1. 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 Document, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Document shall not be affected thereby and shall continue in full force and effect.
2. 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 23 – TERM OF MOU

1. Upon the approval of the City Council and ratification by the Local 3800 the terms of this Agreement shall be effective and in full force through June 30, ~~2023~~2024.
2. This Agreement may be extended, modified, or amended; provided, that either party notify the other within one-hundred-twenty (120) days prior to the expiration date of this Agreement of its desires, and both parties mutually agree in writing to, and the City Council approves the extension, modification or amendment. The terms of this agreement shall remain in full force and effect during the pendency of labor negotiations subject to the limitations of the Meyers Milias Brown Act.

RECOMMENDATION OF REPRESENTATIVES

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

CITY OF GRASS VALLEY**NEVADA COUNTY PROFESSIONAL
FIREFIGHTERS**_____
TIM KISER, CITY MANAGER_____
DILLON COWARD, UNIT 8
REPRESENTATIVE_____
CLAYTON THOMAS, LOCAL 3800
PRESIDENT

APPROVAL OF AGREEMENT

Approval and adoption of this Agreement is made this xx9th day of January xxxxx 20234 by the Grass Valley City Council.

~~BEN AGUILAR~~JAN ARBUCKLE, MAYOR

ATTEST:

TAYLOR DAY, CITY CLERK

APPROVED AS TO FORM:

MICHAEL COLANTUONO, CITY ATTORNEY

ATTACHMENT A – SALARY SCHEDULE AND CLASSIFICATIONS

City of Grass Valley Salary Schedule
FY 2023-2024

Position	Hourly					Annually				
	A	B	C	D	E	A	B	C	D	E
Fire Unit 8 July 1, 2023 - June 30, 2024:										
Deputy Fire Marshal (Note 2)	29.87	31.37	32.93	34.58	36.33	86,981.44	91,360.51	95,889.54	100,688.52	105,787.43
Deputy Fire Marshal	39.56	41.57	43.64	45.84	48.10	82,289.58	86,467.26	90,773.49	95,336.80	100,050.08
Fire Captain (Note 2)	29.87	31.37	32.93	34.58	36.33	86,981.44	91,360.51	95,889.54	100,688.52	105,787.43
Engineer (Note 2)	24.72	25.96	27.26	28.61	30.05	71,984.64	75,583.87	79,393.06	83,322.22	87,491.33
Fire Fighter (Note 2)	21.22	22.29	23.41	24.58	25.82	61,786.82	64,906.15	68,175.45	71,564.73	75,193.96
Fire Inspector	26.04	27.34	28.70	30.15	31.64	54,159.87	56,859.30	59,687.26	62,708.05	65,814.53

- Notes:
- 1) N/A
 - 2) Based on 2,912 hours per year

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:

The employee should be supervised while delivering the specimen.

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).

The collector and the donor should initial the bottle to indicate that both agree that the bottle contains the person's urine specimen.

The name of each person who has access to the specimen should be noted on a form accompanying the specimen.

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.

APPENDIX B - PROCEDURE TO MONITOR CHAIN OF CUSTODY (continued)

Testing performed at the workplace should be done in a secure location to avoid the possibility of a passerby exchanging samples.

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 are all acceptable means for transporting specimens.

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 Salary Schedule
FY 2023-2024

Position	Hourly					BI Weekly					Monthly					Annually				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
Fire Unit 8 July 1, 2023 - June 30, 2024:																				
Deputy Fire Marshal (Note 2)	29.87	31.37	32.93	34.58	36.33	3,345.44	3,513.87	3,688.06	3,872.64	4,068.75	7,248.45	7613.38	7990.79	8390.71	8815.62	86,981.44	91,360.51	95,889.54	100,688.52	105,787.43
Deputy Fire Marshal	39.56	41.57	43.64	45.84	48.10	3,164.98	3,325.66	3,491.29	3,666.80	3,848.08	6,857.47	7205.61	7564.46	7944.73	8337.51	82,289.58	86,467.26	90,773.49	95,336.80	100,050.08
Fire Captain (Note 2)	29.87	31.37	32.93	34.58	36.33	3,345.44	3,513.87	3,688.06	3,872.64	4,068.75	7,248.45	7613.38	7990.79	8390.71	8815.62	86,981.44	91,360.51	95,889.54	100,688.52	105,787.43
Engineer (Note 2)	24.72	25.96	27.26	28.61	30.05	2,768.64	2,907.07	3,053.58	3,204.70	3,365.05	5,998.72	6298.66	6616.09	6943.52	7290.94	71,984.64	75,583.87	79,393.06	83,322.22	87,491.33
Fire Fighter (Note 2)	21.22	22.29	23.41	24.58	25.82	2,376.42	2,496.39	2,622.13	2,752.49	2,892.08	5,148.90	5408.85	5681.29	5963.73	6266.16	61,786.82	64,906.15	68,175.45	71,564.73	75,193.96
Fire Inspector	26.04	27.34	28.70	30.15	31.64	2,083.07	2,186.90	2,295.66	2,411.85	2,531.33	4,513.32	4738.27	4973.94	5225.67	5484.54	54,159.87	56,859.30	59,687.26	62,708.05	65,814.53

- Notes:
- 1) N/A
 - 2) Based on 2,912 hours per year



City of Grass Valley City Council Agenda Action Sheet

Title: Ophir and Bennet Circulation Improvements - Project Introduction

CEQA: N/A - Administrative Discussion

Recommendation Motion: That Council: 1) receive a presentation on proposed roadway circulation improvements on Ophir and Bennett Streets, and 2) provide direction to staff whether to proceed with further outreach and implementation work.

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

Council Meeting Date: 1/9/2024

Date Prepared: 12/28/2023

Agenda: Administrative

Background Information: At the Council meeting Engineering Staff will present a proposal for intersection and roadway modifications on Ophir and Bennett Streets. The concept involves constructing a permanent barrier at Ophir St and Colfax Ave to prohibit vehicular traffic from turning from Colfax Ave onto Ophir St in the northbound direction. Southbound traffic from Ophir onto Colfax would still be permitted.

With the heavy reliance on navigation apps, more and more motorists are unnecessarily using Ophir to Bennett St as the default route from Colfax Ave to Highway 49 and areas to the north. This has led to an increase in traffic on the more residential portion of Bennett St and a subsequent increase in truck traffic for a roadway that was not designed to handle heavy loads. Additionally, Engineering has seen a notable rise in the number of traffic calming requests received for Bennett St, as well as added speeding and safety concerns at the Ophir and Colfax Ave intersection. Baring the turning movement from Colfax onto Ophir will eliminate use of Bennett St as a quick “cut through” and diminish the sense of Bennett St as a main thoroughfare. It would also greatly alleviate traffic congestion at the Ophir and Bennett intersection which currently operates at a failing level of service at certain times of day.

The second component of the proposal would be to enact a weight limit restriction on Bennett St, to prohibit heavy truck traffic. Staff would work with Platt Electric Supply and Durham School Services to ensure that deliveries and normal operations would not be adversely affected, but would seek a suitable weight limit to remove overweight vehicles from this primarily residential roadway.

Staff will request Council’s guidance on the proposed modifications and if in concurrence would seek to pursue further design work and then outreach efforts with the local community and stakeholders in the coming months.

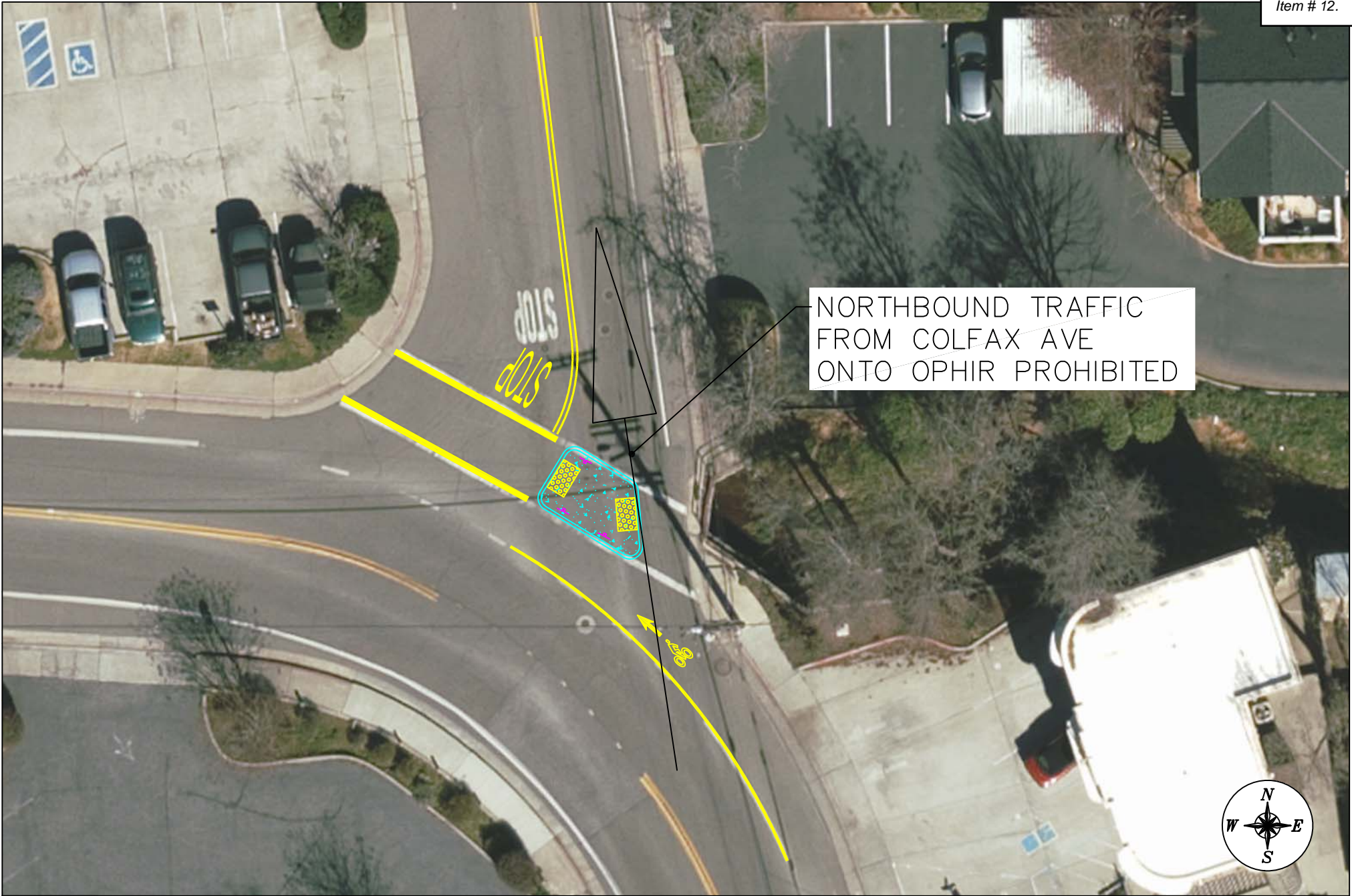
Council Goals/Objectives: The Ophir and Bennett St Circulation Improvements Project executes portions of work towards achieving/maintaining Strategic Plan - City Infrastructure Investment.

Fiscal Impact: The project is fully funded in the FY 23/24 CIP Budget with Traffic Impact Fee Program funds.

Funds Available: Yes

Account #: 300-406-TBD

Reviewed by: City Manager



NORTHBOUND TRAFFIC
FROM COLFAX AVE
ONTO OPHIR PROHIBITED



COLFAX AT OPHIR INTERSECTION
CONCEPTUAL LAYOUT

CITY OF GRASS VALLEY
125 E MAIN ST GRASS VALLEY, CA 95945
P: 530-274-4350 F: 530-274-4399

DRAWN BY: B. JONES
PROJECT # TBD
DEC 6, 2023

SHEET
1 OF



City of Grass Valley City Council Agenda Action Sheet

Title: Potential Hazard Trees between Police Department and City Hall Parking Lot

CEQA: Not a Project

Recommendation: That the City Council provide direction to staff on the potential removal of three large redwood trees in the City Hall Parking Lot.

Prepared by: Timothy Kiser, City Manager

Council Meeting Date: 01/09/2024

Date Prepared: 01/02/2024

Agenda: Administrative

Background Information: On December 6, 2023, the City hired a consultant "Leaf it To Me, Inc." to look at three redwood trees near the police department, on the west side of the building by the stairs to the parking lot. There was a concern that the trees could fail due to asymmetrical rooting and concern about the root damage to the retaining wall the trees are planted above. The consultant performed a basic, level 2 visual inspection and assessment of the trees.

A Basic, Level 2 Visual Tree Inspection and Risk Assessment following ANSI Standards consists of a qualitative visual inspection of the trees and surrounding site, and a synthesis of the information collected. This Tree Risk Assessment is based on a 5-year inspection interval. Please be aware that Tree Risk Assessment considers known targets and visible tree conditions and represents the conditions of the trees at the time of these inspections.

The basic premise of tree risk assessment is to help tree risk managers make an educated decision on how to reduce their risk to tolerable levels. All trees provide benefits, and all trees pose some risk.

The Consultant concluded that the three redwood trees are at moderate risk for whole tree failure and a high risk for root damage to the hardscape. It is possible within the 5-year timeframe for whole tree failure to occur, and if whole tree failure were to occur, it is somewhat likely to cause severe damage. These trees are at high risk for root damage to the hardscape. It is probable within the next 5-year timeframe that the damage will continue to occur and is very likely to cause severe damage. The consultant recommends these trees be removed and the consultant's written analysis is attached for Council's information.

It is important to note that once these trees have been removed the stumps will either need to be ground out or treated and killed with an herbicide or the trees will grow

back from the stumps and root damage will continue. If trees are replanted, they should be small stature trees more appropriate for the small size of the planting site.

One option for Council consideration would be to leave a sufficient portion of the trunks of trees (10 to 15 feet) to have carved to represent the City of Grass Valley (i.e. firefighter, police officer, etc.)

Council Goals/Objectives: The Measure E Oversight Committee executes portions of work tasks towards achieving/maintaining Strategic Plan - Open and Collaborative City Government.

Fiscal Impact: The Fiscal Impact to remove the trees would be less than \$4,000 based upon estimates received to date. The cost of carving the trees is not known at this time.

Funds Available: Yes

Account #: General Fund

Reviewed by: ___ City Manager



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PO Box 1795, Cedar Ridge, CA 95924
LeafitToMe@comcast.net
(530) 477-9822

December 9, 2023

The City of Grass Valley
c/o Tim Kiser
125 E Main Street
Grass Valley, CA 95945

Dear City of Grass Valley,

Per your request, I have prepared a tree failure risk assessment and root damage risk assessment for the three redwood trees next to the police department building. This assessment is based on a 5-year time frame.

I have concluded that the three redwood trees are moderate risk for whole tree failure and a high risk for root damage to hardscape. It is possible within the 5-year timeframe for whole tree failure to occur, and if whole tree failure were to occur, it is somewhat likely to cause severe damage. These trees are high risk for root damage to hardscape. It is probable within the next 5-year timeframe that the damage will continue to occur and is very likely to cause severe damage. I recommend these trees be removed.

It is important to note that once these trees have been removed the stumps will either need to be ground out or treated and killed with an herbicide or the trees will grow back from the stumps and root damage will continue. If trees are replanted, they should be small stature trees more appropriate for the small size of the planting site. I also recommend that the damage that has been caused by the roots be inspected by a qualified professional to determine if and what repairs need to be made to the retaining walls, stairs, and parking lot.

Background

On December 6, 2023, I met with Tim Kiser, City Manager, to look at three redwood trees at the police department, on the west side of the building by the stairs to the parking lot. There was a concern that the trees could fail due to asymmetrical rooting and a concern about the root damage to the retaining wall the trees are planted above. I performed a basic, level 2 visual inspection and assessment of the trees.

A Basic, Level 2 Visual Tree Inspection and Risk Assessment following ANSI Standards consists of a qualitative visual inspection of the trees and surrounding site, and a synthesis of the information collected. This Tree Risk Assessment is based on a 5-year inspection interval. Please be aware that Tree Risk Assessment considers known targets and visible tree conditions and represents the conditions of the trees at the time of these

inspections. In addition, the time frame for risk categorization should not be considered a “guarantee” for the risk assessment.

The basic premise of tree risk assessment is to help tree risk managers make an educated decision on how to reduce their risk to tolerable levels. All trees provide benefits, and all trees pose some risk. Usually, the benefits provided by trees outweigh the risks they pose. The only way to eliminate all tree risk is to eliminate all trees.

Tree Risk Assessment Methodology

There are three components to a Tree Risk Assessment: likelihood of failure, likelihood of impact, and consequences of failure and impact. For each combination of tree part and target, I rated each of these components. Then I combined them according to International Society of Arboriculture (ISA) Best Management Practice for Tree Risk Assessment using the tables in Figures 1 and 2 (page 6) to produce a risk rating for each tree part and target combination. Lastly, I assigned an overall failure risk rating and root risk rating for each tree equal to the risk rating of the tree part and target combination with the highest risk rating. I followed this process for my risk assessment of each of the 3 redwood trees.

Targets

I assessed multiple targets. For tree failure risk and for tree root impact risk, I assessed the targets as either the retaining wall, the steps, the curb, the drain, the building, the foundation, and parking lot. These are all fixed targets and are not practical to move.

People and cars are mobile targets traveling through these areas. They have a frequent occupancy rate in the tree failure target zone. In addition, root damaged hardscape features may increase tripping risk in these areas.

The target zone is defined as the area in which the tree is more likely to fall if it were to fail, or the roots are most likely to grow. For trees in which the direction of fall was not clear, I assessed the likelihood of impact by assessing all possible directions the tree could fall as weighted equally. For whole tree failure, I defined the target zone as 1.5 x tree height. For branch failure, I defined the target zone as 2X the dripline of the canopy. These trees are growing in heavy clay soils. Average root length is twice the tree height. I assessed the likelihood of impact by assessing all targets within twice the height of the tree. For this assignment, I determined target zones by visual approximation only.

Tree Information

There are three redwood trees growing from the planter bed between the police department building and the parking lot. The first redwood tree is a 36-inch DBH (Diameter at breast height) tree on the far left of the stairs if standing in the parking lot facing the building. This tree is in good health. It was planted within a few feet of the retaining wall which is on two sides of it and the parking lot is on the other sides. The trunk is now within 5 feet of the eave of the building. Due to the planting location, the tree’s primary structural defect is an asymmetrical root system which is already causing root damage to the retaining wall. This tree is a moderate risk for whole tree failure and a high risk for root damage to hardscape. It is possible within the 5-year

timeframe for whole tree failure to occur, and if whole tree failure were to occur, it is somewhat likely to cause severe damage. The tree is high risk for root damage to hardscape. It is probable within the next 5-year timeframe that the damage will continue to occur and is very likely to cause severe damage. I recommend this tree be removed.

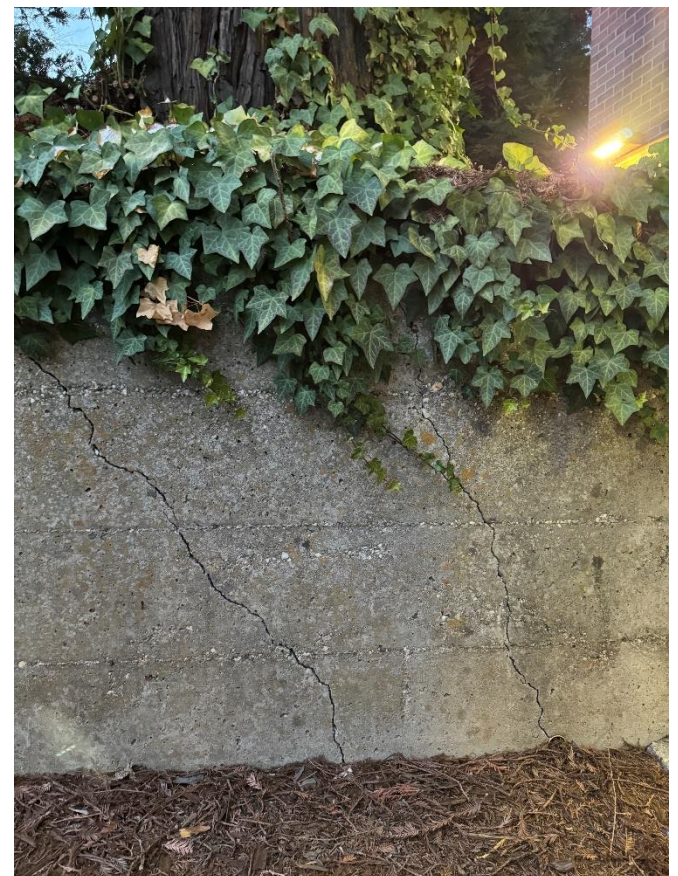
The second redwood tree is 35-inch DBH on the left of the stairs if standing in the parking lot facing the building. This tree is in good health. It was planted within a few feet of the retaining wall, which is on two sides of it, and the parking lot and stairs are on the other sides. The trunk is now within 10 feet of the eave of the building. Due to the planting location, the tree's primary structural defect is an asymmetrical root system which is already causing root damage to the retaining wall and stairs. This tree is a moderate risk for whole tree failure and a high risk for root damage to hardscape. It is possible within the 5-year timeframe for whole tree failure to occur, and if whole tree failure were to occur, it is somewhat likely to cause severe damage. The tree is high risk for root damage to hardscape. It is probable within the next 5-year timeframe that the damage will continue to occur and is very likely to cause severe damage. I recommend this tree be removed.

The third redwood tree is 40-inch DBH and is on the right side of the stairs if standing in the parking lot facing the building. This tree is in good health. It was planted within a few feet of the retaining wall which is on two sides of it and the parking lot is on the other sides. The trunk is now within 4 feet of the eave of the building. Due to the planting location, the tree's primary structural defect is an asymmetrical root system which is already causing root damage to the retaining wall, curb, and parking lot. This tree is a moderate risk for whole tree failure and a high risk for root damage to hardscape. It is possible within the 5-year timeframe for whole tree failure to occur, and if whole tree failure were to occur, it is somewhat likely to cause severe damage. The tree is high risk for root damage to hardscape. It is probable within the next 5-year timeframe that the damage will continue to occur and is very likely to cause severe damage. I recommend this tree be removed.

It is important to note that once these trees have been removed the stumps will either need to be ground out or treated and killed with an herbicide or the trees will grow back from the stumps and root damage will continue. If trees are replanted, they should be small stature trees more appropriate for the small size of the planting site. I also recommend that the damage that has been caused by the roots be inspected by a qualified professional to determine if and what repairs need to be made to the retaining walls, stairs, and parking lot.

Photos





Likelihood of Failure	Likelihood of impacting Target			
	<i>Very Low</i>	<i>Low</i>	<i>Medium</i>	<i>High</i>
<i>Imminent</i>	Unlikely	Somewhat likely	Likely	Very likely
<i>Probable</i>	Unlikely	Unlikely	Somewhat likely	Likely
<i>Possible</i>	Unlikely	Unlikely	Unlikely	Somewhat likely
<i>Improbable</i>	Unlikely	Unlikely	Unlikely	Unlikely

Figure 1: Risk assessment matrix (1 of 2). This matrix synthesizes the likelihood of failure and the likelihood of impacting the target.

Likelihood of Failure & Impact	Consequences			
	<i>Negligible</i>	<i>Minor</i>	<i>Significant</i>	<i>Severe</i>
<i>Very likely</i>	Low	Moderate	High	Extreme
<i>Likely</i>	Low	Moderate	High	High
<i>Somewhat likely</i>	Low	Low	Moderate	Moderate
<i>Unlikely</i>	Low	Low	Low	Low

Figure 2: Risk assessment matrix (2 of 2). This matrix synthesizes the likelihood of failure & impact and the consequences of impact.

Glossary of Terms

Level 1: Limited Visual Assessment - Involves a visual assessment of trees near specified targets, conducted from one side, looking for obvious defects. Level one assessment is the fastest, but least thorough means of assessment, and is best of large populations of trees when time and resources are limited. This type of assessment is often done on a specified schedule or immediately after storms to rapidly assess a large number of trees.

Level 2: Basic Assessment - Involves a detailed visual assessment of trees and the surrounding site, and a synthesis of the information collected. Level 2 is the most commonly performed assessment and is ground based. Inspection of all sides of the tree from some distance, as well as close up is part of a basic assessment. Simple tools may also be used to gain some useful information, including measuring devices, binoculars, magnifying glass, mallet, probe, digging tools for minor excavation, compass and camera.

Level 3: Advanced Assessment – Involves a detailed assessment of tree parts, defects, targets or site conditions. Level 3 assessments are usually performed in conjunction with or after a basic assessment if additional information is needed. Advanced assessments might include aerial inspection, assessment for internal decay, root assessment, measuring change of lean and load testing.

Target – People, property, or activities that could be injured, damaged, or disrupted by a tree failure.

Static Target - A target that cannot be easily relocated. It is present 24 hours per day, seven days per week. Building and landscape fixtures are considered static targets.

Movable target - A target that may be relocated as a mitigation strategy.

Mobile target - A target that is constantly moving or stopping intermittently. Such targets include people, animals, bicycles, and vehicles.

Target zone: The area in which a tree or tree part can reasonably be expected to fall if it were to fail.

Occupancy rate: The amount of time that a mobile target is present in the target zone.

There are four possible ratings:

- 1) Constant: Within the assessed time frame, the target is always or nearly always present in the target zone, 20-24 hours per day.
- 2) Frequent: Within the assessed time frame, the target is present in the target zone for a large portion of the day, month, week, or year, averaging 4-20 hours per day.
- 3) Occasional: Within the assessed time frame, the target is infrequently or intermittently present in the target zone, averaging 0.25-4 hours per day.
- 4) Rare: Within the assessed time frame, the target is present in the target zone for a very small portion of time, averaging 0.25 hours per day or less.

Likelihood of failure - The chance that a tree or tree part could fall within a specified time frame.

There are four possible ratings:

- 1) Imminent: Without regard to the assessed time frame, the tree or tree part is about to fail or has already started to fail.
- 2) Probable: Within the assessed time frame, the tree or tree part may fail in ordinary weather conditions.
- 3) Possible: Within the assessed time frame, the tree or tree part may fail in extreme weather.
- 4) Improbable: Within the assessed time frame, the tree or tree part may not fail, even in extreme weather.

Likelihood of impact - The chance that the subject tree would impact the target if it were to fail. This is primarily determined by the occupancy rate of the targets, the direction of the tree's fall, and any potential protection factors.

There are four possible ratings:

- 1) High: If the tree or tree part were to fail, it may be expected to impact the target.
- 2) Medium: If the tree or tree part were to fail, the chance of impacting the target is approximately 50/50.
- 3) Low: If the tree or tree part were to fail, it would be unlikely to impact the target.
- 4) Very Low: If the tree or tree part were to fail, the chance of impacting the target is remote.

Consequences of impact - The amount of damage or harm caused by a tree or tree part failing and impacting a target. It may be personal injury, property damage, or disruption of an activity.

There are four possible ratings:

- 1) Severe: Hospitalization or death of a person, or property damage over \$20,000.
- 2) Significant: Personal injury that does not require professional medical care, or property damage costing less than \$20,000 to repair.
- 3) Minor: Very minor personal injury, or property damage costing less than \$1,000 to repair.
- 4) Negligible: Property damage that can be easily repaired. No personal injury.

Risk Rating: The combination of likelihood of failure, likelihood of impact, and consequences of impact.

There are four possible ratings:

- 1) Extreme: access to the target zone should be restricted immediately and mitigation should take place as soon as possible.
- 2) High: mitigation should take place as soon as practical.
- 3) Moderate: mitigation should take place as soon as pruning cycle allows.
- 4) Low: The risk may be mitigated as pruning cycle allows, or the tree may be retained and monitored.

Timeframe: The period of time over which the risk is assessed. For this assignment, I used a timeframe of 5 years.

Limitations

I relied upon historical information regarding the site and the subject trees that you provided to me. For the purposes of this report, I assumed all of the information you gave me to be true. If any of the information provided to me is found to be inaccurate, the conclusions in this report may be invalidated.

My observations are based on a strictly visual inspection of the property, and some hidden or buried symptoms and signs may not have been observed. I did not conduct excavation, coring, or aerial inspection to make observations. Additional work would be needed to conduct root crown inspections and extent-of-decay analysis on the trees if these additional inspections are desired.

Although the condition of the trees will change throughout the year, my analysis is only based on the observations I gathered at the time of inspection. I do not guarantee the safety, health, or condition of the trees. There is no warranty or guarantee, expressed or implied, that problems or deficiencies in the trees may not arise in the future.

Arborists are tree specialists who use their knowledge, education, training, and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living trees. Clients may choose to accept or disregard the recommendations of the arborist, or to seek additional advice.

Arborists cannot detect every condition that could possibly lead to structural failure of a tree or damage caused by roots. Trees and roots are living organisms that grow and fail in ways not fully understood. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments, like any medicine, cannot be guaranteed.

Treatment, pruning, and removal of trees may involve considerations beyond the scope of the arborist's services such as property boundaries, property ownership, site lines, disputes between neighbors, and other issues. Arborists cannot take such considerations into account unless complete and accurate information is disclosed to the arborist. An arborist should then be expected to reasonably rely upon the completeness and accuracy of the information provided.

Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.

Conclusion

I have concluded that the three redwood trees are moderate risk for whole tree failure and a high risk for root damage to hardscape. It is possible within the 5-year timeframe for whole tree failure to occur, and if whole tree failure were to occur, it is somewhat likely to cause severe damage. These trees are high risk for root damage to hardscape. It is probable within the next 5-year timeframe that the damage will continue to occur and is very likely to cause severe damage. I recommend these trees be removed.

It is important to note that once these trees have been removed the stumps will either need to be ground out or treated and killed with an herbicide or the trees will grow back from the stumps and root damage will continue. If trees are replanted, they should be small stature trees more appropriate for the small size of the planting site. I also recommend that the damage that has been caused by the roots be inspected by a qualified professional to determine if and what repairs need to be made to the retaining walls, stairs, and parking lot.

If you have any further questions, please feel free to give my office a call.

Sincerely,



Aero Acton



Aero Acton

ISA Certified Arborist #WE-4022A

ISA Tree Risk Assessment Qualified

ASCA Tree & Plant Appraisal Qualification



Contractors State License Board

CSLB #799133



City of Grass Valley City Council Agenda Action Sheet

Title: Approve a Memorandum of Understanding (MOU) between the County of Nevada, the City of Nevada City, and the City of Grass Valley for collaboration with animal shelter development and services.

CEQA: Not a Project.

Recommendation: That Council 1) review and approve the attached Memorandum of Understanding for collaboration with animal shelter development and services; and 2) authorize the Mayor to execute the MOU subject to legal review.

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: January 9, 2024

Date Prepared: January 2, 2024

Agenda: Administrative

Background Information: Animal shelter and control services are essential services provided to the residents of the County of Nevada. These services play a crucial role in safeguarding both people and animals by providing compassionate care, effective enforcement, education, and intervention. In the unincorporated areas of Nevada County, these services are contracted through a non-profit organization in partnership with the Nevada County Sheriff's Office and Information and General Services Agency. The City operates these services in incorporated jurisdictions of Grass Valley and Nevada City.

However, the animal shelter facilities in both the County and City have reached the end of their useful life. Therefore, a new facility needs to be developed and constructed to ensure the long-term successful operation of these services. The County of Nevada has already issued a Request for Proposals (RFP) to engage an architectural and engineering firm to design and build a new animal shelter facility. This facility will be built on a 23-acre property owned by the County on La Barr Meadows Road, next to the current Nevada County Operations Center (NCOC).

The County of Nevada also aims to collaborate with the City of Nevada City and the City of Grass Valley on the design, construction, funding, and operation of this new facility and associated services. Consolidated animal sheltering and control services will help reduce the financial impact for each jurisdiction and provide improved centralized services to the community as a whole. The attached Memorandum of Understanding (MOU) outlines the terms of this partnership and collaboration.

Council Goals/Objectives: The execution of this action attempts to achieve Strategic Goal #5 - High Performance Government and Quality Service.

Fiscal Impact: No there is no Fiscal Impact associated with the terms of this MOU. If the City moves forward with the concept of consolidated animal shelter there would be a Fiscal Impact, which the MOU should help define.

Funds Available: N/A

Account #: N/A

Reviewed by: Tim Kiser, City Manager

Attachments: None

MEMORANDUM OF UNDERSTANDING**BETWEEN THE CITY OF NEVADA CITY, THE CITY OF GRASS VALLEY, AND THE COUNTY OF NEVADA FOR COLLABORATION WITH ANIMAL SHELTER DEVELOPMENT AND SERVICES**

This Memorandum of Understanding, hereinafter referred to as “MOU”, is made and entered into by and between the City of Nevada City, the City of Grass Valley, and the County of Nevada (the “Parties”), with the aim of establishing a partnership to work collaboratively on the development of a new animal shelter to ensure responsive, responsible, and quality animal care and sheltering community services within Nevada County. This includes animal sheltering services within the unincorporated areas of Nevada County and incorporated areas of the City of Grass Valley and the City of Nevada City.

The purpose of this MOU is to outline the commitment of the above-mentioned parties in investigating options for operating and maintaining a joint animal shelter that provides care, shelter, intake, processing, and adoption services for animals. The Parties to this MOU will endeavor to agree to the following:

- **The continued collaboration on a future animal shelter design, development and construction.**
 - Work collaboratively to acquire, construct, and/or provide a suitable facility to address animal shelter capacity needs for the Parties.
 - Establish a collaborative design and decision-making team that is inclusive and equally representative of all Parties.
- **Establishing an operational and governance structure for a future shelter.**
 - Work collaboratively to establish a team with equal representation of all Parties to outline an ideal operational and governance structure including:
 - Outlining an ideal staffing structure that may include potential non-profit/community partners.
 - Creating a draft shelter operational structure.
 - Creating an inclusive governance and decision-making structure for operational implementation and management of potential changes.
- **Establishing an anticipated budget based on the operational and governance structure.**
 - Estimate shared shelter facility costs, including the building costs, staff salaries, operational costs, veterinary care costs, and facility maintenance costs.
 - Create a draft proposal for cost share opportunities for facility design, construction, operations, and maintenance.
- **Committing to regular team meetings managing this partnership forward.**
 - Meeting regularly to go over plans, progression, and next steps.
- **Providing updates and/or presentations to the Parties’ legislative bodies on progress, planning, and contracts, as needed or upon request of a Party’s legislative body.**

This MOU shall be effective from the date of its signing. It may be terminated by a mutual agreement between the parties and any party may withdraw from this MOU upon 30 days written notice.

City of Nevada City, Mayor**City of Grass Valley, Mayor**

Date: _____

Date: _____

County of Nevada, Chair

Date: _____