

GRASS VALLEY

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

Tuesday, April 22, 2025 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 Hilary Hodge, Vice Mayor Haven Caravelli, Councilmember Jan Arbuckle, Councilmember Joe Bonomolo, 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 & 18 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

<u>AGENDA APPROVAL</u> - 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. American Legion Poppy Day's Proclamation
- 2. PAWSS (Protecting Animals While Supporting Sobriety) Presentation

CITY STAFF UPDATE

3. Update from the Police Department

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. Speaker cards are assigned for public comments that are on any items not on the agenda, and within the jurisdiction or interest of the City. Speaker Cards can be pulled until the opening of public comment at which time sign ups will no longer be allowed. These cards can be found at the City Clerks desk. 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). Thirty minutes of public comment will be heard under this item in order of the speaker card assigned and the remaining general public comments will be heard at the end of the meeting. We will begin with number one.

<u>CONSENT ITEMS</u> -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.

4. /Approval of the Regular Meeting Minutes of April 8, 2025.

Recommendation: Council approve minutes as submitted.

5. Partnership between Grass Valley Police Animal Services and Wayward Journey

CEQA: This is not a project

<u>Recommendation</u>: Council directs the Chief of Police to sign an MOU with Wayward Journey benefiting the services at the Grass Valley Animal Shelter, subject to legal review

6. Budget Adjustment to Flexibly Staff the Deputy City Manager I/II Position

CEQA: Not a Project

Recommendation: That the City Council 1) approve a budget adjustment to provide flexibility in staffing the Deputy City Manager I/II position, increasing appropriations by \$40,000, 2) approve the adjustment funding through the Sewer and Water Enterprise Funds, 3) approve adding the Deputy City Manager I/II to the allotted/authorized City positions; 3) review the proposed agreements (including Appendix A) for the Deputy City Manager I/II position; 4) authorize the City Manager to execute the Deputy City Manager I/II agreement subject to legal review; and 5) authorize the Finance Director to make any necessary budget adjustments and/or amendments to complete these actions.

7. Letter of Support - Extension of the BioMAT Program

CEQA: Not a project

<u>Recommendation</u>: That the City Council authorize the Mayor to sign a letter of support urging Governor Gavin Newsom to extend and fully implement the BioMAT (Biomass Market Adjusting Tariff) Program, in alignment with state law and consistent with Grass Valley's wildfire mitigation, environmental, and economic goals.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

<u>ADMINISTRATIVE</u>

8. Appeal Review of Hearing Officer's Decision - Denial of Tobacco Retail License Renewal for Hot Spot Smoke Shop

CEQA: Not a project

<u>Recommendation</u>: That the City Council conduct a hearing to consider the appeal filed by Hot Spot Smoke Shop regarding the denial of its Tobacco Retail License renewal, and take appropriate action to uphold, modify, or overturn the Hearing Officer's decision.

BRIEF REPORTS BY COUNCIL MEMBERS

CONTINUATION OF PUBLIC COMMENT

ADJOURN

POSTING NOTICE

	Taylor Whittingslow, City Clerk
This is to certify that the above notice of a meeting of Tuesday, April 22, 2025, at 6:00 p.m., was posted at cit public, as of 5:00 p.m. Friday, Apirl 17, 2025.	,

PROCLAMATION

PROCLAIMING MAY 23rd & 24th, 2024

AS

AMERICAN LEGION AUXILIARY VETERAN'S POPPY DAYS



WHEREAS, the American Legion and the Auxiliary annually celebrates **VETERAN'S POPPY DAYS** on behalf of the disabled veterans, widows and orphans of our country and by doing so, greatly help those veterans in hospitals to rehabilitate themselves; and

WHEREAS, these disabled veterans, totally confined to Veteran's Hospitals and the Yountville Veteran's Home of California, make these poppies as part of their rehabilitation program.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of Grass Valley, County of Nevada, State of California, hereby declare May 23 & 24, 2024 as **AMERICAN LEGION AUXILIARY VETERAN'S POPPY DAYS**, and urge the citizens of Grass Valley to participate in this most worthy cause to help in the rehabilitation of the disabled veterans, widows and orphans of this country.

Dated this 22 nd Day of April 2025	
Hilary Hodge, Mayor	Haven Caravelli, Vice Mayor
Jan Arbuckle,	, Council Member
Joe Bonomolo, Council Member	Tom Ivy, Council Member



GRASS VALLEY

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

Tuesday, April 08, 2025 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

MINUTES

CALL TO ORDER

Meeting called to order at 6:02 pm.

PLEDGE OF ALLEGIANCE

Pledge of allegiance was led by Mayor Hodge

ROLL CALL

PRESENT

Councilmember Jan Arbuckle Councilmember Tom Ivy Mayor Hilary Hodge

ABSENT

Councilmember Joe Bonomolo Vice Mayor Haven Caravelli

AGENDA APPROVAL -

Clerical correction on item # 7 (Extension of an agreement between the City and Nevada County for the County to provide building inspection, plan review, and other related building services for the City) changing expiration date to June 30, 2026.

Removal of Item #9 (Purchase of a Pierce Manufacturing 107' Ascendant Aerial Ladder Truck) & Item #11 (Loma Rica Open Space Fuel Reduction Project).

Motion made with noted changes Councilmember Arbuckle, Seconded by Councilmember Ivy. Voting Yea: Councilmember Arbuckle, Councilmember Ivy, Mayor Hodge

REPORT OUT OF CLOSED SESSION

INTRODUCTIONS AND PRESENTATIONS

1. Arts, Culture & Creativity Month Proclamation

CITY STAFF UPDATE

2. Fire Department Update

PUBLIC COMMENT -

Virtual Public Comments attached.

In-person Speakers: 1 to 10 (noted change to Speaker #8, who did not speak).

CONSENT ITEMS -

Public Comment: Matthew Coulter, Sierra

Motion made to approve consent with the noted changes in the agenda approval by Councilmember Arbuckle, Seconded by Councilmember Ivy.

Voting Yea: Councilmember Arbuckle, Councilmember Ivy, Mayor Hodge

3. Approval of the Regular Meeting Minutes of March 25, 2025.

<u>Recommendation</u>: Council approve minutes as submitted.

4. Health and Safety Code Section 13146.4 Report on Fire Inspections

CEQA: Not a project

<u>Recommendation</u>: That Council adopt Resolution 2025-07, which accepts the Grass Valley Fire Department report pursuant to Health and Safety Code Section 13146.4 annual inspections for 2024

5. Nevada County Transportation Commission FY 2025/26 Overall Work Program Approval

CEQA: N/A - Not a Project

<u>Recommendation</u>: That Council: 1) review the projects proposed for inclusion in the Nevada County Transportation Commission FY 2025/26 Overall Work Program, 2) adopt a Resolution approving the projects for inclusion in the Nevada County Transportation Commission Overall Work Program

6. 2025 Annual Measure E Street Rehabilitation Project - Authorization to Award Contract CEQA: Categorically Exempt - Section 15301 "Existing Facilities"

<u>Recommendation</u>: That Council 1) award a contract for the 2025 Annual Measure E Street Rehabilitation Project to Sierra Nevada Construction, Inc., 2) authorize the Mayor to execute the construction contract, subject to legal review and, 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount.

7. Extension of an agreement between the City and Nevada County for the County to provide building inspection, plan review, and other related building services for the City.

CEQA: Not a project

<u>Recommendation</u>: Authorize the Mayor to sign the attached Agreement between the City of Grass Valley and Nevada County for the provision of building services, subject to legal review.

8. Community Engagement Specialist Position

CEQA: Not a project.

<u>Recommendation</u>: That the City Council approve the creation of the Community Engagement Specialist position and authorize the promotion of an existing qualified employee to fill the position, with backfilling of any resulting vacancies.

9. Purchase of a Pierce Manufacturing 107' Ascendant Aerial Ladder Truck

CEQA: Not a Project

<u>Recommendation</u>: That 1) Council direct the Fire Chief to enter into an agreement with Pierce Manufacturing for one 107' Ascendant Aerial Ladder Truck, subject to legal review; 2) Direct the Finance Director to make necessary budget adjustments in the 2025/2026 Fiscal Year Budget.

10. Appointment of Planning Commissioner

CEQA: Not a Project

<u>Recommendation</u>: That Council approve the appointment of Matthew Wich as Planning Commissioner for Councilmember Ivy.

11. Loma Rica Open Space Fuel Reduction Project

<u>CEQA</u>: Exempt under CEQA Guideline \$15304, Categorical Exemption Class 4 ("Minor Alterations to Land")

<u>Recommendation</u>: That Council authorize the advertisement for bids for the Loma Rica Open Space Fuels Reduction Project.

12. Appointment of Measure E Oversight Committee Members

CEQA: Not a Project

<u>Recommendation</u>: That the City Council appoint Measure E Oversight Committee member Branstrom to a term ending December 2028.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

13. Approve Resolution 2025-09 Renaming the road through Memorial Park to Lou Conter Way

CEQA: Not a project

<u>Recommendation</u>: That the City Council approve Resolution 2025-09 naming of a street within Memorial Park in Grass Valley, CA, in honor of Lou Conter, in recognition of his distinguished military service and contributions to the nation and community.

Tim Kiser, City Manager, gave an overview of the item to the Council.

Public Comment: Robin Davis

Motion to approve Resolution 2025-09 naming of a street within Memorial Park in Grass Valley, CA, in honor of Lou Conter, in recognition of his distinguished military service and contributions to the nation and community by Councilmember Arbuckle, Seconded by Councilmember Ivy.

Voting Yea: Councilmember Arbuckle, Councilmember Ivy, Mayor Hodge

14. Partnership between Grass Valley Police Animal Services and Wayward Journey

CEQA: Not a project

<u>Recommendation</u>: That Council (1) receive a presentation by GVPD and Wayward Journey; and (2) direct the Chief of Police to sign an MOU, subject to legal review.

Brian Blakemore, introduced Wayward Journey, who gave a presentation to the Council.

Public Comment: Robin Davis, Matthew Coulter

No motion was made on this item.

15. Condon Park Road Maintenance Project - Authorization to Award Contract

CEQA: Categorically Exempt - Section 15301 "Existing Facilities"

<u>Recommendation</u>: That Council 1) award a contract for the Condon Park Road Maintenance Project to the lowest responsive bidder, subject to the bid protest period, 2) authorize the Mayor to execute the construction contract, subject to legal review, and 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount.

Bjorn Jones, City Engineer, gave a presentation to the Council.

Motion to 1) award a contract for the Condon Park Road Maintenance Project to the lowest responsive bidder, subject to the bid protest period, 2) authorize the Mayor to execute the construction contract, subject to legal review, and 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount by Councilmember Arbuckle, Seconded by Councilmember Ivy. Voting Yea: Councilmember Arbuckle, Councilmember Ivy, Mayor Hodge

16. Downtown Street Rehab Project - Authorization to Award Contract

CEQA: Categorically Exempt - Section 15301 "Existing Facilities"

Recommendation: That Council 1) award a contract for the Downtown Street Rehab Project to Hansen Bros Enterprises, 2) authorize the Mayor to execute the construction contract, subject to legal review, 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount, 4) authorize the Finance Director to execute a budget amendment of \$400,000 in Water Funds to the project and 5) provide any further direction to Staff on final intersection and pedestrian safety controls.

Bjorn Jones, City Engineer, gave an overview of the item to the Council.

Public Comment: Robin Davis, Matthew Coulter

Virtual Public comments attached

Motion to 1) award a contract for the Downtown Street Rehab Project to Hansen Bros Enterprises, 2) authorize the Mayor to execute the construction contract, subject to legal review, 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount, 4) authorize the Finance Director to execute a budget amendment of \$400,000 in Water Funds to the project and 5) provide any further direction to Staff on final intersection and pedestrian safety controls by Councilmember Ivy, Seconded by Councilmember Arbuckle. Voting Yea: Councilmember Arbuckle, Councilmember Ivy, Mayor Hodge

BRIEF REPORTS BY COUNCIL MEMBERS

Councilmember Ivy announced that there was an \$800,000 savings the City of Grass Valley citizens with Pioneer Energy. Councilmember Arbuckle attended the League of Cal Cities Public Safety Policy committee meeting and Government Transparency committee, the

National League of Small Cities Meeting, the Rotary 100th Anniversary, Bright Futures for Youth meeting, Martinis and Movies, and went to a Midsummer Night's Dream performance. Mayor Hodge attended a NCCLI Institute Meeting, Mayor Managers Breakfast, had a conversation with a Business owner, has had many conversations with the Community Conversation about WM, and tomorrow will be Wednesday with the Mayor from 1pm to 3pm.

CONTINUATION OF PUBLIC COMMENT	
ADJOURN	
Meeting adjourned at 8:13 pm.	
Hilary Hodge, Mayor	Taylor Whittingslow, City Clerk
Adopted:	

City of Grass Valley

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

Tuesday, April 8, 2025

Comments on Agenda Item 6 (Measure E Street Rehabilitation Project) and item 16, Downtown Street Rehab Project

Comments from-Katherine Thompson, kathompson111@gmail.com, 916-835.1541

- President, Sierra Express Bicycle Club of Nevada County (Sierra Express), sierraexpress.org
- Bicycle commuter between Grass Valley and Nevada City-for appointments, errands, and shopping
- Grandchildren that go to school and play sports in Grass Valley.
- Sierra Express performed a street survey related to bike safety in late 2024 and provided specific recommendations for improving bike safety on streets in Grass Valley including East Main Street, Brunswick, and Sutton Way. The recommendations were provided to the Nevada County Transportation Commission and the city.
- Sierra Express would like to see a bike friendly "town-to-town" route from Grass Valley
 to Nevada City that is safe for recreational cyclists, visitors, commuters, and
 youth. ..Perhaps something like bike route #1 from the Fairgrounds to Nevada City. A
 safe cycling route between towns likely includes Main Street, Nevada City Highway,
 Brunswick and Sutton Streets in addition to the designated route on Church Street.
- We acknowledge that much of the proposed route <u>does have bike lanes</u> but then the bike lanes disappear and usually at the most dangerous areas. We need to address these dangerous areas as part of these projects.
- Town-to-town routes for both recreation and <u>transportation</u> are a priority of the new Nevada County Recreation and Resiliency Master Plan.

- Given our 2024 survey and current MUTCD (Manual on Uniform Traffic Control Devices),
 we are concerned that the planned projects appear to largely perpetuate the unsafe
 cycling conditions on East Main Street and high traffic intersections (Dorsey/Sierra
 College, Brunswick, Sutton). In several cases, the striping plans appear to not meet
 MUTCD standards. Examples: Sharrows too close to cars, bicycle lane in a right turn
 lane, and busy intersections without any traffic control for bicycles.
- Additionally, signage needs to be added such as "bikes may use full lane," "begin right turn, yield to bikes," and so on. In some cases, bike lanes are not 48" wide.
- The MUTCD prescribes ways to make these intersections much safer and should beused to address dangerous areas.
- We want to emphasize the safety changes the Manual recommends can be accomplished with paint and signage.
- The proliferation of e-bikes has made it easier to transverse Grass Valley. Visitors are coming to Grass Valley with e-bikes to explore the area. More residents, parents with children, and youth are getting e-bikes to use as transportation.
- In the long run, our goal should be separate bikeways that we all feel safe using. We need to explore creative solutions, look outside of the box.

Document: SEBC-GVRoad rehab comments 8 April 2025

Taylor Whittingslow

From: Susan Rogers

Sent: Sunday, April 6, 2025 9:46 PM

To: Public Comments

Subject: Comment on Consent Item #8

Follow Up Flag: Follow up Flag Status: Flagged

You don't often get email from

why this is important

Hello, this is a request to remove Item 8 from the Consent Calendar so that Councilmembers can discuss it separately: "Community Engagement Specialist Position."

I think the concept of having a "Community Engagement Specialist Position" is a good one and it sounds like you have an existing qualified employee. My issue is how this affects the City's staffing budget, because my neighbor and I were told recently that there are now only two (2) employees on your Public Works street maintenance crew.

If we misunderstood, and there are still three (3) people on the crew (as we were told a few months ago in our neighborhood by your lead street maintenance man), that is still far less than the six people he said he used to have.

If you have only two or three people, I respectfully suggest that is not enough, and that serious attention needs to be paid to the staffing in that department. You are all aware of the repeated complaints that residents make about City streets. Has there ever been an analysis of our Public Works department staffing levels compared to similar rural cities and towns, looking at, for example, the ratio of street maintenance people to how many miles of streets need to be maintained? The average age of the streets should also be part of the analysis, since a city with much newer roads will not need as much road repair. Please ask staff if this type of analysis has ever been done.

If we heard correctly that you now have only two people doing street maintenance, any reasonable person can see that's a real problem, both for your overworked, stressed-out street repair people as well as the residents who have to drive on disintegrating roads.

So while I think someone focusing on Community Engagement is a great idea, I'd say it's **not** a great idea of that means there is not enough staff budget to replace -- or ideally increase -- the staffing in your road maintenance department.

Please, take this off the Consent Calendar so it can be discussed in the context of the City staff budget and the number of street maintenance people you currently have on staff.

Thank you,

Susan Rogers 640 Charlene Lane

Item # 4.

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Susan Rogers (530) 271-1311 landline (530) 263-4481 iPhone/text

Taylor Whittingslow

From: WIRELESS CALLER - Voicemail box 8880 <noreply@voicemail.goto.com>

Sent: Tuesday, April 8, 2025 7:57 PM

To: Public Comments

Subject: Voicemail from on Apr 8 2025 7:54 PM

Attachments: 1744167250-00002feb.mp3



You received a new voicemail message

New voicemail message

Time: Tuesday, April 8 2025 7:54 PM

From:

Duration: 1 minute 19 seconds

Voicemail box: 8880

Yes, this is Matthew Coulter commenting on the South Auburn Street repair project and the Main Street repair projects Something the city definitely has a problem with including today that took pictures of our sidewalks being blocked Pedestrians not being let known where they can walk and can't walk No signage no alternative routes to get around construction Today, they've been doing a roofing project on Sergio's and the bookstore on Mill Street Mall and there's an extension ladder that you literally have to walk under to get down the street and that just doesn't seem right. It's very much of an overhead hazard. I've had this problem with the city multiple times with the police arriving because the people that are making the hazard think it's okay to make the hazard. So I would like the city to step up the city code and ADA code to help during these projects to have pedestrians be able to negotiate the madness

that's going to be going on with heavy equipment and the traffic and the ripped up

Transcript:

situation. Thank you very much.

Item # 4.

Rate this transcript's accuracy



Mailbox Capacity: 97/99 available

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Taylor Whittingslow

From: WIRELESS CALLER - Voicemail box 8880 <noreply@voicemail.goto.com>

Sent: Tuesday, April 8, 2025 7:41 PM

To: Public Comments

Subject: Voicemail from on Apr 8 2025 7:38 PM

Attachments: 1744166326-00002fe6.mp3



You received a new voicemail message

New voicemail message

Time: Tuesday, April 8 2025 7:38 PM

From:

Duration: 52 seconds

Voicemail box: 8880

Transcript:

Hi, this is Matthew Quilters coming on the animal shelter, and I hope the city can help with the county to get the new shelter built because the current Grass Valley shelter is very, very outdated. Close to a shooting range, close to horrific smells that are even more horrific for the animals there that have more glands to soak all that smell in. And the exercise yard that was removed when Wolf Creek Trail was built that was promised to be put back in on the other side of the building was never installed again, though still no exercise yard for the animals after all these years. Please consider moving the new shelter project along as quickly as possible. Thank you.

Rate this transcript's accuracy

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Taylor Whittingslow

From: WIRELESS CALLER - Voicemail box 8880 <noreply@voicemail.goto.com>

Sent: Tuesday, April 8, 2025 6:48 PM

To: Public Comments

Subject: Voicemail from on Apr 8 2025 6:43 PM

Attachments: 1744163019-00002fca.mp3



You received a new voicemail message

New voicemail message

Time: Tuesday, April 8 2025 6:43 PM

From:

Duration: 2 minutes 20 seconds

Voicemail box: 8880

Hi, this is Matthew Coulter, public comment on the consent agenda. Number five is transportation, and the transportation system in this town is very broken. There's a lot of trash. The bus stops all need work, and it's very dangerous, so the combination of things makes it really difficult to ride the bus. You really have to want to get somewhere very badly to ride the bus, which I do often because I don't drive. But it really needs to be dealt with on many levels and the city needs to engage. I had to go to Caltrans over there. I'll go flat and put in a work request for them to pick up the trash along Wolf Creek at the Tinloy bus station because it was there for several years and no one would pick it up. Well, they did come within two weeks and picked up what was gone, but there needs to be an effort by the city to keep that piece of

property clean along the creek very very visible it's along the waterway and it's just very sad to see so much trash dumped all along there with no buddy picking it up it's

just crazy there's a lot of green waste that was even thrown off the side from the post office down into the creek visible from the transportation area so this is issues

Transcript:

Item # 4.

and how people feel when they go to the bus station. Every single trash can is missing its lid. Oftentimes there's people camped out there, vomit on the ground, different things like that. So things that the city could really help in getting corrected. As well as bus stops, like when they put in quick quack there was supposed to be a bus stop put in, a cut out on the sidewalk, nothing was done. So we really haven't improved any of the bus stops in many, many years that I've been aware and living here for over 50 years. So thanks a lot. See what you can do about the transportation and on the community engagement specialist. I don't think we need such a thing. I think the city manager should be that person. He should really get out there and show what he's got as I hear the vehicles racing at 100 miles an hour by my house on Colfax Avenue. Thanks a lot. Have a good night.

Rate this transcript's accuracy



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Taylor Whittingslow

From: WIRELESS CALLER - Voicemail box 8880 <noreply@voicemail.goto.com>

Sent: Tuesday, April 8, 2025 6:44 PM

To: Public Comments

Subject: Voicemail from on Apr 8 2025 6:40 PM

Attachments: 1744162836-00002fc7.mp3



You received a new voicemail message

New voicemail message

Time: Tuesday, April 8 2025 6:40 PM

From:

Duration: 1 minute 59 seconds

Voicemail box: 8880

Hello, this is Matthew Coulter making some public comments for the grass valley city council meeting on the 8th 6 o 'clock And the off-leash dog problem is a problem in grass valley A lot of people think that they are in the middle of nowhere and their dogs couldn't be off-leash Wherever they want to be and also defecate wherever they want to defecate Downtown on the mall on the synthetic field at Memorial Park It doesn't seem to matter. People don't have bags and don't know how to use them. 13% of people never have ever picked up dogs before. And that's a problem because

Transcript:

13% of people never have ever picked up dogs before. And that's a problem because we have a lot more people here in town now with dogs that are just kind of running rampant. And we've had multiple dog attacks recently. One 82-year-old person and another person was life flighted, unfortunately, with a severe dog mauling. Wolf Creek Trail is a real problem for that. People let their dogs just go and there's no way to restrain an off-leash dog if it does attack a dog even if the other dog is on a leash. The picnic tables at Memorial Park that were took out of the veterans area when you were going to carve up the veterans area and make pickleball courts originally before

Item # 4.

it was moved across the week, it'd be great to have those back. It'd be great to nave to place in Memorial Park where people could gather and have group events for parties and such like there is over at Condon Park. I encourage everyone to join my Concerned Citizen Facebook page and get new daily stories about things that are going on here in town. And I'll call back on agenda items. Thank you.

Rate this transcript's accuracy



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CITY OF GRASS VALLEY CITY COUNCIL MEETING

-1/8/76 Item#4.

GENERAL PUBLIC COMMENT SIGN IN SHEET

WELCOME to the City of Grass Valley City Council meeting! Public Comments provide an opportunity for the public to address the City Council on any subject which is not on the agenda but in the jurisdiction of the council. If you wish to speak, please indicate in the appropriate box when you sign in and take the number corresponding to your name. Each individual can have up to 3 minutes of public comment. At the beginning of the meeting, there will be an allotted 30 minutes of general public comments and the remainder of comments will be heard at the end of the agenda. Speakers will be called in order of the numbers given.

When you are recognized by the mayor:

- 1. Please stand before the podium and give your name and address. (optional)
- 2. Please limit your comments to three minutes per speaker.
- 3. If previous speakers have made the same point, you may simply indicate your support or disagreement, unless you have new information.

Thank you for your participation.

	#'s	Print Name or N/A	Address (optional)	Self/Busine (optional	
•	1	Shurley Freik	144 Sure Blana	(орстопат	
•	2	Don France			
•	3	JOHN MAC YOUNG	PO BOX 403 GV, (A 95945	NEVADA COUTY	600
•	4	Afrey Sattesman	NC	PTCNC	
•	5	Jedidiah Watson	Grass Valley		
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CITY OF NEVADA CITY

CITY COUNCIL STAFF REPORT

MEETING OF: April 9, 2025 Agenda Item No. 13

Subject: Consideration of 1) the Introduction of Draft Ordinance 2025-04: An Ordinance of the City Council of the City of Nevada City, State of California, Adding Chapter 8.38 of the City of Nevada City Municipal Code, Regarding Foodware and Food Packaging; and 2) Calling for a Public Hearing for First Reading of the Ordinance April 23, 2025.

Reviewed & Approved:

Date: March 28, 2025

City Manager:

City Attorney:

From: Sean Grayson, City Manager

Recommended Action: Review the ordinance and set the public hearing.

ISSUE STATEMENT AND DISCUSSION:

In April of 2024 the City Council provided direction for the City to develop an ordinance similar to Town of Truckee's Single-Use Foodware Reduction Ordinance with the intention to ensure compliance with various recycling and solid waste laws; to ban Styrofoam (polystyrene) in single-use to go containers; and to require the use of reusable foodware for onsite dining. On March 10, 2025, the Economic & Community Development Committee reviewed a draft ordinance and recommended the ordinance be considered for adoption by the City Council with revisions. The attached draft ordinance includes the recommendations of the committee.

City staff have been working with the Nevada City Chamber of Commerce (Chamber) on the topic since 2023. The Chamber hosted Town of Truckee staff to present their ordinance progression and has conducted a survey of local restaurants. The Chamber Board took a support position for such an ordinance in March of 2024. A number of local food vendors have voluntarily eliminated Styrofoam since the initial discussions while most have not used Styrofoam. There appears to be support from the restaurant community for such an ordinance with many Nevada City restaurants already leading in this space. The city learned of several unique issues that make compliance impractical in certain circumstances. Those specific circumstances have been identified as exemptions in the draft ordinance and a process for others to seek exemption has been included as well.

As our food vendor landscape changes, City staff and Chamber of Commerce staff have reconnected with impacted businesses to identify any new challenges. The City and Chamber are co-hosting a Restaurant meeting on April 8, 2025, immediately prior to this City Council meeting where the ordinance will be presented, and input solicited. The input will be provided by staff in the presentation of this item.

The following is a synopsis of the key provisions of the ordinance:

• The ordinance applies to "Prepared Food Vendors" which means any establishment located within the City of Nevada City, including a bakery, cafeteria, drive in, food products store, food service establishment, restaurant (carry out, quick service, full service), drugstore, theater, bar, food truck, food cart, food stand, communal or shared kitchens, food sold at City of Nevada City permitted special

events; and all alcoholic and non-alcoholic beverage vendors including but not limited to breweries, distilleries, and kombucharies, or other similar establishment, selling prepared food to be consumed on and/or off its premises.

- Effective August 1, 2025, expanded polystyrene will be prohibited for food packaging, except coolers or ice chests, and food packaged outside of Nevada City.
- Effective August 1, 2025, a restaurant or other food vendor, shall not provide any single-use foodware
 accessory or standard condiment packaged for single use to a customer unless the single-use foodware
 accessory or standard condiment is requested by the customer.
- Effective March 1, 2026, prepared food served for consumption on the premises of a prepared food vendor shall only be served using reusable foodware.

Staff requests that the City Council provide any input on the draft ordinance and set the public hearing for the first reading on April 23, 2025. If approved the second reading would occur on May 14, 2025, and the ordinance would go into effect June 14, 2025 giving staff from May 14 until August 1 to work with all impacted local businesses to ensure compliance and smooth transition.

FINANCIAL AND/OR POLICY IMPLICATIONS:

None.

STRATEGIC PLAN ALIGNMENT:

This action is consistent with the strategic initiative of Business: Business, industry, and cannabis support. This ordinance specifically addresses goal #11, "Implement a multi-phase approach to compliance with food waste and edible food diversion. programming to include composting with the first phase including a ban on styrofoam single use to go containers. This action is also aligned with the embedded strategic initiative of Climate: Planning for and building resilience through adaptation to climate change.

ENVIRONMENTAL CONSIDERATIONS:

None.

LEGAL REVIEW:

City Attorney Pucci has reviewed this item and finds that the recommended action complies with the law.

ATTACHMENTS:

Ordinance 2025-04

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEVADA CITY, STATE OF CALIFORNIA, ADDING CHAPTER 8.38 OF THE CITY OF NEVADA CITY MUNICIPAL CODE, REGARDING FOODWARE AND FOOD PACKAGING

WHEREAS, the City of Nevada City has the police power to protect the health, safety, and welfare of the community, including the ability to protect and enhance the natural environment; and

WHEREAS, Nevada City's plastic bag ban enacted in 2014 was the City's first waste reduction policy exemplifying a history of environmental stewardship; and

WHEREAS, City of Nevada City 2022-2027 Strategic Plan includes the embedded strategic initiative of Climate: Planning for and building resilience through adaptation to climate change; and

WHEREAS, the production and disposal of single-use foodware has major environmental impacts, including street litter, water pollution, wildlife harm, depletion of resources, greenhouse gas emissions, and clean-up and end of life management costs; and

WHEREAS, food and beverage packaging comprise approximately one quarter of California's disposed waste stream annually, according to CalRecycle, and an estimated 67% of street litter, according to the Clean Water Fund; and

WHEREAS, expanded polystyrene products are of distinctive concern because they can break into small pieces and may easily be picked up by the wind even when they have been disposed of properly, making it extremely difficult to recover as litter, polluting the environment and waterways; and

WHEREAS, regulating the use of disposable foodware products will minimize greenhouse gas emissions from production, transportation, and packaging of those disposable products, maximize the operating life of landfills, and reduce impacts to the environment and wildlife; and

WHEREAS, reusable foodware products are more environmentally sound because their multiple uses reduce the upstream impacts per item, and can save businesses money; and

WHEREAS, single-use foodware accessories, including napkins, straws, condiments, forks, spoons, sporks, knives and other disposable flatware create waste and environmental hazards, and California Public Resources Code Section 42270 et seq. requires that such accessory items shall only be made available upon request;

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

SECTION 1. The above recitals are true and incorporated into this ordinance.

SECTION 2. Chapter 8.38 of the Nevada City Municipal Code is hereby added to read as follows:

CHAPTER 8.38 FOODWARE AND FOOD PACKAGING

8.38.010 - PURPOSES

The Council of the City of Nevada City finds and declares as follows:

- A. The production and disposal of disposable food and beverage packaging has significant environmental impacts, including the contamination of the environment, the depletion of natural resources, use of non-renewable fossil fuels, and greenhouse gas emissions.
- B. Food and beverage packaging makes up 25% of all waste produced in California and comprises the majority of street litter.
- C. Disposable expanded polystyrene products and packaging are a distinctive concern because this type of litter is lightweight and can easily break down and spread into the natural environment.
- D. It is in the interest of the health, safety, and welfare of all who live, work, and recreate in the City of Nevada City that the amount of litter on public streets, parks, outdoor recreation areas, and other public spaces be reduced.
- E. Most disposable foodware is not recyclable after use because it becomes contaminated with food and grease.
- F. Many types of disposable foodware are not accepted in commercial compost facilities because they cause contamination and lower the quality and value of compost.
- G. Eliminating solid waste and litter at its source meets the City of Nevada City's 2022-2027 Strategic Plan, embedded strategic initiative of Climate: Planning for and building resilience through adaptation to climate change.
- H. Reducing disposable packaging by eliminating unnecessary items and transitioning to reusable products provides greater environmental benefits than managing the products that become waste, even when recycled or composted.

8.38.020 – DEFINITIONS

As used in this chapter, the terms set forth below shall have the following meanings:

- "Disposable takeout container" means a container meant to package and store food from a restaurant or other prepared food vendor, which is designed for a single use rather than designed and manufactured to be washed and sanitized and to be used repeatedly over an extended period of time, including without limitation any container, bowl, plate, tray, carton, or box provided to the customer which does not meet the definition of "reusable foodware" set forth herein.
- "Disposable cup" means a beverage cup designed for single use to serve beverages, such as water, cold drinks, hot drinks and alcoholic beverages provided to the customer which does not meet the definition of "reusable foodware" set forth herein.
- **"Expanded polystyrene"** means blown polystyrene and expanded and extruded foams (including without limitation the form of expanded polystyrene insulation which is known as 'Styrofoam', a trademark of Dow Chemical Co.) which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by various techniques, including without

limitation fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion blow molding (extruded foam polystyrene). Expanded polystyrene does not include clear or solid polystyrene (oriented polystyrene).

"Pre-packaged food" means food that arrives at the premises of the restaurant or other food vendor in a container or wrapper and is not removed from the container or wrapper before its sale or distribution.

"Prepared Food" means foods or beverages which are prepared on the vendor's premises by cooking, chopping, slicing, mixing, freezing, squeezing, or other processing and which require no further preparation to be consumed. Prepared Food does not include raw uncooked whole fruits or vegetables which are not chopped, squeezed, or mixed, or raw uncooked meat products.

"Prepared Food Vendor" means any establishment located within the City of Nevada City, including a bakery, cafeteria, drive in, food products store, food service establishment, restaurant (carry out, quick service, full service), drugstore, theater, bar, food truck, food cart, food stand, communal or shared kitchens, food sold at City of Nevada City permitted special events; and all alcoholic and non-alcoholic beverage vendors including but not limited to breweries, distilleries, and kombucharies, or other similar establishment, selling prepared food to be consumed on and/or off its premises.

"Reusable foodware" means all foodware, including plates, bowls, cups, trays, glasses, straws, stirrers, condiment cups and utensils, that is manufactured of durable materials and that is specifically designed and manufactured to be washed and sanitized and to be used repeatedly over an extended period of time, and is safe for washing and sanitizing according to applicable regulations.

"Single-use foodware accessory" means single-use items provided along with ready-to- eat food, including without limitation napkins, forks, knives, spoons, sporks, chopsticks, condiment cups and packets, straws, stirrers, splash sticks, cocktail sticks, cup sleeves, and cup lids.

"Standard condiment" means relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food item after preparation, including ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt, pepper, sugar, and sugar substitutes.

8.38.30 - PROHIBITED FOOD PACKAGING AND CONTAINERS

- A. Effective August 1, 2025, except as set forth herein, no restaurant, retail store, food vendor, or other business or person shall sell, distribute, or provide to customers expanded polystyrene, including without limitation by selling food which is packaged partially or entirely in expanded polystyrene, nor shall any business purchase, obtain, keep, or otherwise use in its business any expanded polystyrene product.
- B. The prohibition set forth in subsection A of this section shall not apply to: (i) expanded polystyrene products which are wholly encapsulated or encased within a more durable material, such as coolers or ice chests which encase expanded polystyrene in rigid plastic;

- or (ii) the sale of food packaged outside Nevada City, provided that this exception shall not apply to egg cartons and trays for meat, fish, and fruit or vegetables sold in grocery stores.
- C. For a period of one year from the effective date of this section, a restaurant, retail store, food vendor, or other business or person may apply to the City of Nevada City for a one-year hardship exemption to be permitted to continue using one or more specific expanded polystyrene items for which the requirements of this section present an undue hardship or practical difficulty because there are no available non-polystyrene alternatives or such alternatives are not affordable to the restaurant, retail store, food vendor, or other business or person.

8.38.040 – REUSABLE FOODWARE FOR ON-PREMISES DINING

- A. Effective March 1, 2026, except as set forth herein, prepared food served for consumption on the premises of a prepared food vendor shall only be served using reusable foodware.
- B. The requirement of subsection A of this section shall not apply to disposable paper food wrappers; aluminum foil food wrappers; paper napkins; straws; paper tray or plate liners; non-plastic stirrers, cocktail sticks, and toothpicks; popcorn tubs or other containers for popcorn or similar snacks; ice cream cups or other containers for ice cream or similar frozen foods; or pre-packaged food packaged outside the premises of the prepared food vendor.
- C. The requirements of subsection A of this section shall not apply to Mobile Food Facilities or Temporary Food Facilities as defined by CA Health and Safety Code Sections 113831 and 113930 and as amended.
- D. A restaurant or other food vendor may apply to the City of Nevada City for a one- year hardship exemption to be permitted to continue using foodware which is not reusable foodware. Each application for a hardship exemption shall provide evidence of the conditions which make it impossible for the restaurant or other food vendor to comply with the reusable foodware requirement, such as insurmountable space constraints, undue financial hardship and/or other extraordinary, insurmountable circumstances.
- E. Prior to the City of Nevada City issuing a land use permit or building permit for new construction or conversions, any restaurant or other prepared food vendor shall submit to the City a plan demonstrating ability to comply with this section. Installation and/or maintenance of appropriate dishwashing capacity to allow compliance with this section shall be included as a specific condition of approval for such permits.

8.38.050 - RESERVED

8.38.060 – REUSABLE CUSTOMER FOODWARE

A. Customers may provide their own reusable foodware for beverage and food service in accordance with the California Health and Safety Code.

- B. Food Vendors shall keep all customer provided reusable foodware separated from the food facility's foodware to prevent any cross-contamination.
- C. Food Vendor staff filling customer provided foodware shall prevent cross-contamination of food contact surfaces or utensils used for food dispensing (e.g. customer foodware should be placed upon surfaces that are not used for food preparation and on surfaces that can be sanitized immediately).
- D. Food vendors may refuse, at their sole discretion, any customer-provided reusable foodware that is cracked, chipped or corroded, appears inappropriate in size, material, or condition for the intended beverage or food item, or that appears to be excessively soiled or unsanitary.
- E. If the customer provided reusable foodware is rejected, the food vendor may instead require use of reusable foodware for consumption on the premises of the food service establishment, or use of a disposable foodware item for a beverage or food item to be consumed off the premises of the food service establishment, together with the charge required pursuant to Section 8.38.050.

8.38.070 - SINGLE-USE FOODWARE ACCESSORIES

- A. Effective August 1, 2025, except as set forth herein, a restaurant or other food vendor, shall not provide any single-use foodware accessory or standard condiment packaged for single use to a customer unless the single-use foodware accessory or standard condiment is requested by the customer.
- B. Single-use foodware accessories and standard condiments packaged for single use provided by restaurants or other food vendors for use by customers shall not be bundled or packaged in a manner that prevents a customer from taking only the type of single-use foodware accessory or standard condiment desired without also having to take a different type of single-use foodware accessory or standard condiment.
- C. A restaurant or other food vendor may ask a to-go consumer if the consumer wants a single-use foodware accessory if the single-use foodware accessory is necessary for the customer to consume ready-to-eat food, or to prevent spills of or safely transport readyto-eat food.
- D. A third-party food delivery platform shall provide customers with the option to request single-use foodware accessories or standard condiments from a restaurant or other food vendor serving ready-to-eat food.
- E. If a restaurant or other food vendor uses any third-party delivery platform for ready-to-eat food, the restaurant or other food vendor shall customize its menu with a list of available single-use foodware accessories and standard condiments, and only those single-use foodware accessories or standard condiments selected by the customer shall be provided by the food facility. If a customer does not select any single- use foodware accessories or standard condiments, no single-use foodware accessory or standard condiment shall be provided by the restaurant or other food vendor for delivery of ready-to-eat food.

- F. Nothing in this section shall prohibit a restaurant or other food vendor from making unwrapped single-use foodware accessories available to a customer using refillable self-service dispensers that dispense one item at a time to allow for single-use foodware accessories to be obtained.
- G. Nothing in this section shall prohibit a food facility from making standard condiments available to a consumer using refillable self-service dispensers to allow for standard condiments to be obtained. A food facility that offers standard condiments is encouraged to use bulk dispensers for the condiments rather than condiments packaged for single use.

SECTION 3. ENVIRONMENTAL DETERMINATION. The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be not a project under Section 15378 (b)(5) of the CEQA Guidelines.

SECTION 4. INCONSISTENCIES. Any provision of the Nevada City Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and/or further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

SECTION 5. SEVERABILITY. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

SECTION 6. EFFECTIVE DATE. This ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in The Union, a newspaper of general circulation printed and published in the County of Nevada and circulated in the City of Nevada City and hereby designated for that purpose by the City Council.

SECTION 7. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the manner and form provided by law in The Union, a newspaper of general circulation printed and published in the City of Nevada City, State of California, which said newspaper is hereby designated for that purpose.

Introduced at a regular meeting of the City Council on the 23rd day of April, 2025, by the following roll call vote:

MOTION	:		
AYES:			

NOES:

ABSENT:	
ABSTAINED:	
Passed and approved at the regular meeting 2025, by the following roll call vote:	of the City Council on the 14th day of May
MOTION:	
AYES:	
NOES:	
ABSENT:	
ABSTAINED:	
ATTEST:	
Gabrielle Christakes, Deputy City Clerk	Gary Petersen, Mayor
APPROVED AS TO FORM:	
Dean J. Pucci, City Attorney	

City of Grass Valley

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

Tuesday, April 8, 2025

Comments on Agenda Item 6 (Measure E Street Rehabilitation Project) and item 16, Downtown Street Rehab Project

Comments from-Katherine Thompson, kathompson111@gmail.com, 916-835.1541

- President, Sierra Express Bicycle Club of Nevada County (Sierra Express), sierraexpress.org
 Bicycle commuter between Grass Valley and Nevada County (Sierra Express), and shopping
 Grandchild
- Grandchildren that go to school and play sports in Grass Valley.
- Sierra Express performed a street survey related to bike safety in late 2024 and provided specific recommendations for improving bike safety on streets in Grass Valley including East Main Street, Brunswick, and Sutton Way. The recommendations were provided to the Nevada County Transportation Commission and the city.
- Sierra Express would like to see a bike friendly "town-to-town" route from Grass Valley to Nevada City that is safe for recreational cyclists, visitors, commuters, and youth. .. Perhaps something like bike route #1 from the Fairgrounds to Nevada City. A safe cycling route between towns likely includes Main Street, Nevada City Highway, Brunswick and Sutton Street in addition to the designated route on Church Street.

atown to town water We acknowledge that much of the proposed route, does have bike lanes but then the

- bike lanes disappear and usually at the most dangerous areas. We need to address these dangerous areas as part of these projects.
- Town-to-town routes for both recreation and transportation are a priority of the new Nevada County Recreation and Resiliency Master Plan.

- Given our 2024 survey and current MUTCD (Manual on Uniform Traffic Control Devices), we are concerned that the planned projects appear to largely perpetuate the unsafe cycling conditions on Main Street and high traffic intersections (Dorsey/Sierra College, Brunswick, Sutton). In several cases, the striping plans appear to not meet MUTCD standards. Examples: Sharrows too close to cars, bicycle lane in a right turn lane, and busy intersections without any traffic control for bicycles.
- Additionally, signage needs to be added such as "bikes may use full lane," "begin right turn, yield to bikes," and so on. In some cases, bike lanes are not 48" wide.
- The MUTCD prescribes ways to make these intersections much safer and should beused to address dangerous areas.
- We want to emphasize the safety changes the Manual recommends can be accomplished with paint and signage.
- The proliferation of e-bikes has made it easier to transverse Grass Valley and created more bike traffic. Visitors are coming to Grass Valley with e-bikes to explore the area. More residents, parents with children, and youth are getting e-bikes to use as transportation.

IN SUMMARY in the immediate future, we are talking about paint and signs --which is part of these projects. - and meeting corrent design standards Thonayon + we hope to to salots
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Document: SEBC-GVRoad rehab comments 8 April 2025

SEBC Transportation Committee

October 23, 2024 Roadway Assessment

Popular Cycling & Connector Roads

Request. At the conclusion of our meeting on August 28, 2024, Nevada County Transportation Commission requested that we provide a list of three to five frequently-used cycling roadways that are narrow and could benefit by a minimal investment in additional widening. We were asked to "Identify the top 3-5 roadway segments that need to be addressed due to lack of a shoulder or an unsafe shoulder, or the like. (very small projects)." (Reference our email to NCTC, 8/28/24.) To address this question, we did a roadway assessment as described below.

Methodology of Identifying Areas Needing Pavement and Signage. To address the NCTC request, the SEBC Transportation Committee performed a drive by assessment on 10/23/24 of roadways frequently used by our cyclists and for town-to-town commutes. All four members of the SEBC Transportation Committee performed observations. We also considered whether there was signage communicating roadway rules.

We identified many areas that could benefit from additional pavement. Also, in both Grass Valley and Nevada City, main streets that cyclists share would benefit from signage (e.g. bicycles may use full lane, sharrows). A federal study found that "Concern about the safety of bicycling on roadways is frequently cited as a deterrent to increasing bicycle use in the USA." Effective signage (specifically 'Bicycles May Use Full Lane') "was the most consistently comprehended device for communicating the message that bicyclists may occupy the travel lane and also increased perceptions of safety" and help increase awareness of roadway rights and responsibilities. (https://pmc.ncbi.nlm.nih.gov/articles/PMC4552809/)

1. **Ridge Road.** Ridge Road is a popular cycling and town-to-town corridor as it connects Grass Valley with Nevada City. Nevada Union High School is on Ridge Road. It is also part of the popular recreational cycling LeMond Loop and the annual Gold Country Challenge Bicycle event; both attract many out-of-town cyclists.

The following sections had a narrow shoulder but it appeared additional pavement could be added without interfering with ditches, driveways, etc.

- a. More Pavement: From Rough and Ready Highway to Ridgeview Dr. (A to Z Supply). Both sides of road need additional shoulder. There are areas with no shoulder.
- b. More Pavement: From Ridgeview Drive to Alta Street several places need a shoulder or widening. There are short sections with no shoulder.
- c. Cleaning and vegetation removal from shoulder: Nevada City Cal Fire to the High School
 - 2. **Rough and Ready Highway.** This is another popular cycling route and part of the LeMond Loop and annual Gold Country Century. Busy narrow sections need signage indicating bicycles may use full lane.

- a. Additional Pavement. There is a small section between Twin Cities Church and Ridge that could benefit from additional pavement. (Little to no shoulder)
- b. Family Center to Bitney Springs Road- Areas with no pavement
- c. From Bitney Springs Road in the uphill direction to West Drive-additional areas of additional pavement would create safer cycling access.
- d. Ridge Road to Squirrel Creek Road.
- 3. **Bitney Springs Road** at and north of the Rough and Ready Highway Intersection. Due to ditches, it appears adding shoulder may be a more difficult project. "Bicyclists May Use Full Lane" signage would help make it safer for cyclists. Note that this is a popular recreational cycling route, known as the LeMond Loop. It is also part of the Gold Country Century. Safe cycling protocols recommend that cyclists use the full lane as they go south (uphill) on Bitney Springs Road toward Rough and Ready Highway (approximately a ¼-mile section). However, without signage (e.g. "Bicycles May Use Full Lane,") this is likely to (and has) engender close passes and harassment from motorists.

Most of Bitney Springs Road could benefit from this signage. We are aware of one SEBC member hit by a truck because of the narrow roadway and many close calls. Many cyclists have complained about motorists passing too fast and closely on this.

4. Main Street/Nevada City Highway (town to town route)

- a. **Downtown Grass Valley**: Needs clear signage and "sharrows" (bicycle arrows); optimal signage indicates bikes may use full lane. Also striping on edge of roadway in this section is missing. Sharrows in the East Main traffic circle would be beneficial. The traffic circle has no signs saying where cyclists should ride.
- b. Dorsey Intersection. Signage and sharrows would create a safer environment.
- c. **Brunswick Intersection**. Signage and sharrows would create safer environment. There is no striping east from intersection to Speedway Gas Station.
- d. Lumberjack to 20/49 Overpass: Fog line striping missing.
- e. Overpass to Zion: Insufficient or missing striping.
- 5. Brunswick Road (town to town route Grass Valley to Greenhorn/Cedar Ridge area)
- a. East Bennett to Town Talk Road, heading north toward Brunswick Basin: Several areas without a shoulder compounded by fast moving traffic. Due to heavy traffic, high vehicle speeds and narrow travel lanes, signage indicating cyclists may use full lane would be highly advisable to improve cycling safety.
- b. Whispering Pines area. Narrow shoulder to no shoulder for part of area on west side.
- **c. From Sutton to Cedar Ridge, heading south.** Area near the Sutton intersection has no striping or signs for cycling traffic. From Loma Rica Rd. east there is no shoulder in places.
 - d. **Greenhorn area of Brunswick:** Needs some striping and widening on the north side of Greenhorn.

6. Idaho Maryland Road (town-to-town route)

- a. East Main Traffic Circle to Sutton (towards Sutton). Shoulder covered with vegetation in spots so unclear if it is adequate. Shoulder striping missing in some sections, specifically Main Street to Railroad. Shoulder missing pavement in small section.
- 7. Sutton Way (town-to-town route) At the time of our assessment the following were identified.
 - a. **Dorsey Dr. to Idaho Maryland (general area).** No lane/fogline identified. Although road is wide, no bike lanes identified.
 - b. **Dorsey Dr. to approximately 265 Sutton Way.** Additional shoulder is warranted.
 - Since the time of our assessment, Sutton Way has just been rerouted and paved at the new road to the Loma Rica the development. It appears wide enough but needs bike lane striping and new signage.

8. Nevada City

- a. **Ridge Road/Gold Flat Road:** Insufficient bike lane in front on Cashin's Field (new development).
- b. **Nevada City Highway.** Vegetation (berry bushes, pine needles, etc.) in shoulder from Ridge to Banner Lava Cap overpass.
- c. **Zion Street.** No outside lane striping. Sections of poor pavement. Town-to-town route and recreational cycling route.
 - d. Pine Street: Needs striping, signage, and sharrows. Recreational cycling route.

SEBC Transportation Committee Members:

Richard Drace, Chair Reed Hamilton Bill Lawrence Katherine Thompson

Document: Oct 23 Assessment final 11 25 24

How Can I Participate in "Our" Democracy? Local? State? Federal?

1	.V	Vh	at	is	my	Po	litical	P	assio	n?
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- Peacebuilding / Justice / Human rights supporting Diversity, Equity & Inclusion
- Economic & Environmental rights
- Health, Mental Health and Reproductive rights
- · Education and Housing rights
- Labor, Consumer and Small Business rights
- Food Security and Regenerative Agriculture rights
- Protection of National Forests, Parks, Recreation
- Protection Freedom of Speech, Elections Integrity and the Arts
- Protection of Homeland & National Security
- Technology & Equitable Government Spending
- · Other:

2. What are my personal values, skills, talents, abilities and life/ work experiences that I can apply to creating a Democracy that works for everyone?
3. How can I focus my energy to create the changes that are needed to have a Democracy that, functions to empower the individual and works for the "Common Good," not just the
corporations? Be a Student / Teacher—Education yourself and others on history and current issues
Be an Active Voter – Assist in voter registration and election integrity actions
Be a Leader—For a cause, a political or other type group / organization, be a candidate
Be a Communicator – Verbal, Print, Social Media, Technology / Internet, Support a Campaign
Be a Activist / Organizer— Develop support networks—Petition, March, Protest, Boycott
Be an Advocate / Lobbyist / Collaborator —Contact elected officials, support policy / legislation 4. What is my "Plan" to participate in "Our" Democracy and whom will I ask to join me?

Tips for Writing to Your Elected Officials

Communicating with your elected officials through <u>handwritten</u> letters can be very effective. Many legislators see a single letter as representing not only the writer's view but also that of many other constituents who didn't write.

Here are some tips to make your letter more impactful:

1. Keep It Short

Limit your letter to **one page** and focus on a **single issue**. Legislative aides read many letters daily, so being concise is crucial.

2. Identify Yourself and Your Issue

In the first paragraph, mention that you are a constituent, explain your connection to the area and/or your expertise, and specify the issue you're addressing. (If your letter concerns a particular piece of legislation, include its bill number {e.g., H.R. _____ or S. _____})

3. Highlight Key Points

Choose the three most compelling points to persuade your legislators and elaborate on them.

4. Make It Personal

Explain why the issue/legislation matters to your community and/or the district. Share a personal story if you have one, illustrating how the issue affects you and your family. Personal stories can be very persuasive.

5. Mention Your Connection

If you've voted for the elected official, contributed to their campaign, or **know them through any business or personal relationship, mention it**. For example, maybe they also belong to the same organization that you do, or maybe you saw them speak at a meeting. The closer your legislator feels to you, the stronger your argument will be.

6. Make Two Asks

Ask them to take a specific action on the issue you mention AND ask them to send their position on the issue in writing. The specific action might be... "speak out against", "write a letter against", "communicate to the President", and/or "hold a town hall in the district."

Letter Writing Outline

The Honorable Kevin Kiley 1530 Longworth House Office Building Washington, DC 20515-3201

OR 6538 Lonetree Blvd., Suite 200 Rocklin, CA 95765 (916) 724-2575 (888) 406-3855

Dear Representative Kiley:

(Cover the points above including:)

- Introduction and personal information
- Explain issue and what you are asking for
- Mention any connection you might have
- Highlight 3-5 key points
- Add a personal story
- Reiterate your ASK
- Ask them to contact you with their position. "I look forward to understanding more about your position on this specific issue. I urge you to set up an in-person town hall.... etc...."

Sincerely,

[Your signature]

[Your Name]

[Your Mailing Address]

[Email]

[phone]

Representative Tom McClintock	Representative Doug LaMalfa
2256 Rayburn House Office Building	408 Cannon House Office Building
Washington, DC 20515-0001	Washington, DC 20515-6601
Amador, Calaveras, Tuolumne and Mariposa	Butte, Colusa, Glenn, Lassen, Modoc, Shasta,
counties, western El Dorado County, eastern	Siskiyou, Sutter, and Tehama, and most of
Stanislaus, Madera and Fresno	Yuba County. Largest cities in the district are
counties. Cities in district include most of	Chico, Redding, and Yuba City, Marysville,
Modesto, north Turlock, north Fresno,	Wheatland, and Plumas Lake.
Oakdale, Hughson, Riverbank,	
Sonora, Jackson, and Placerville	

Letter Writing Points

March 17, 2025

Public Land in Congressional District 3: Rep. Kevin Kiley

- Rep. Kiley's district has a significant amount of public land managed by the National Park Service (NPS) and U.S. Forest Service (USFS). Approximately 70% of the district is composed of national parks, national forests, and other public lands.
- These areas provide recreational opportunities, environmental benefits, and important economic contributions to these regions.
- National Parks include Death Valley, Yosemite, Kings Canyon, Sequoia, and Lassen. The Pacific Crest Trail runs through the district.

USFS cuts impact wildfire risk, environmental restoration, recreation, and community safety

- In the last four years, USFS wildfire treatments have resulted in reduced wildfire risk to \$700 billion worth of housing and critical infrastructure; including approximately 550 at-risk communities, 2,500 miles of high-voltage transmission lines, and 1,800 acres of watersheds that provide drinking water, as well as many other values that people depend on and care about. The USFS ensures that critical infrastructure and natural and cultural resources Americans rely upon are becoming safer.¹
- In FY 2024, the USFS invested \$500 million in wildfire projects (including \$179 million for projects in California²) to confront the wildfire crisis.
- In 2025 alone (in the last 2.5 months), the USFS treated over 50,000 acres (or 78 square miles) in California to reduce wildfire risk.
- Because of DOGE cuts, 3,400 employees were fired, roughly 10% of their workforce, affecting critical activities such as wildfire mitigation, forest thinning permits, avalanche forecasting, and research. Seasonal firefighters and support crews are left in limbo, impacting wildfire response and community safety. The cuts also halt the hiring of trail crews, recreation technicians, and campground staff, which are essential for maintaining public access to trails and campgrounds. While a judge has ordered employees to be reinstated, the Administration says it will appeal.³

¹ Confronting the Wildfire Crisis | US Forest Service

² USFS Invests \$179M to Confront Wildfire Crisis - California Wildfire & Forest Resilience

³ Second federal judge orders Trump administration to rehire fired probationary government workers - CBS News March 13, 2025

While some USFS personnel have been reinstated, it is reported that they have been sent home on administrative leave.⁴

- Cuts also impact the Lake Tahoe Basin, where the USFS manages 78% of the land. The hiring freeze and recent firings have gutted the agency, putting critical work in water quality, environmental restoration, and forest fuels reduction projects on hold. The Lake Tahoe Basin Management Unit lost a third of its recreational staff, including the lone permanent wilderness ranger position in Desolation Wilderness. The cuts diminish the forest service's capacity to manage the millions of visitors to Lake Tahoe.⁵
- USFS lands offer hiking, biking, fishing, and skiing. The USFS manages over 160,000 miles of trails, including historic and recreation trails. They manage over 800 wilderness areas (covering over 111 million acres.) Outdoor recreation on USFS lands generates \$887 billion in spending annually. In addition, these activities support job creation for 7.6 million Americans, contributing \$65.3 billion in federal tax revenue and \$59.2 billion in state and local tax revenue.⁶
- Grant funding freezes have caused numerous project cancellations including wildfire prevention, environmental restoration, and trail repair projects. Work on these projects has been halted.
- While some employees may be reinstated, the loss of experienced staff has led to a significant reduction in institutional knowledge and expertise.

Cuts threaten dam maintenance and public safety

- Approximately two-thirds of California's dams are over 50 years old. Given that our state has
 nearly 1,500 dams, this means around 1,000 are over the age of 50. Many of these older dams
 require significant upgrades so that they can handle an increasing number of flood events and
 atmospheric storms. We need to be fixing and retrofitting these dams now.
- California has approximately over 600 high hazard dams.⁷ These structures are considered high hazard due to the potential for loss of life and significant property damage that could occur if the dam fails.
- The Oroville Dam (located in Rep. LaMalfa's district) is a high hazard dam. In 2017 there was
 rainfall and a large flow event that damaged the main spillway to the dam. Over 188,000 people
 living downstream were evacuated. The incident highlighted the need for better infrastructure
 maintenance.

⁴ Nevada County Town Hall, 3/20/25, Indivisible Nevada County

⁵ 'There is literally no one': Forest service in Lake Tahoe is gutted

⁶ Managing for Recreation | US Forest Service

⁷ CMUA

- Federal funding for dam safety supports efforts ensuring that California's dams are regularly inspected, maintained, and upgraded to meet modern safety standards. Dam safety efforts are critical to protect human life, property and our water supply.
- The National Dam Safety Program (NDSP) is a partnership between states, federal agencies, and other stakeholders aimed at promoting effective dam safety programs -- It provides grants for state dam safety programs and the rehabilitation of high hazard potential dams. 8
- FEMA's National Dam Safety Program has faced budget cuts, impacting its ability to provide necessary funding and support. The program received \$185 million through the Bipartisan Infrastructure Law (BIL) Bipartisan Infrastructure Law (BIL) funding allocated significant funds for dam safety, including \$185 million for the Rehabilitation of High Hazard Potential Dams program⁹¹⁰ States rely on federal assistance for dam safety programs and dam removal projects.
- Historically, habitat projects have funded dam removals. The reduction in dam safety funds complicates efforts to remove aging dams and address environmental concerns

Cuts to our National Parks threaten our local economies, tourism, and land protection

- In 2024, a record-breaking 331.9 million people visited national parks in the United States¹¹
- A recent poll shows that 76% of Americans see the National Park Service favorably.
- National parks contribute significantly to the economy, with recreation-based revenues supporting a \$646 billion recreation economy
- Approximately 1,000 National Park Service (NPS) employees were laid off. Reduced staff leads to longer visitor wait times, fewer ranger-led programs, and delays in campground reservations.
- In 2023, **3.9 million people¹³** visited Yosemite National Park and visitor spending amounted to **\$526.57 million¹⁴**, supporting local businesses and contributing significantly to the economy.
- California's National Parks are a vital economic driver for gateway communities generating job creation and local spending. Every dollar invested in these areas generates nearly \$10 in economic activity. There are significant economic benefits to maintaining and enhancing our parks.

⁸ Grant Assistance to States | FEMA.gov

⁹ Biden-Harris Administration Awards \$33 Million in National Dam Safety Grants | FEMA.gov

¹⁰ Bipartisan Infrastructure Law Provides Historic Levels of Funding for Resilience Projects Nationwide | FEMA.gov

¹¹ DOGE Cuts Elevate Wildfire Risk at National Parks, Rolling Stone Mach 14,2025

¹² How Americans see federal departments and agencies | Pew Research Center

¹³ Yosemite National Park visitors 2023 | Statista

¹⁴ Yosemite National Park Statistics | How Many Tourists Visit?

- In 2018, over 4 million visitors to Yosemite National Park spent \$500 million in communities near the park. That spending supported 6,184 jobs in the local area and had a cumulative benefit to the local economy of \$624 million.¹⁵
- Lassen Volcanic National Park offers volcanic landscapes, hot springs, and beautiful mountain scenery. The park has approximately half a million visitors annually who then spend \$16 million in the park and in nearby communities, creating over 200 jobs in the local area.¹⁶
- In 2020, visitors to Sequoia and Kings Canyon National Parks spent \$96.7 million, with that spending supporting 1,228 jobs in the local area and contributing \$68.9 million to the local economy.¹⁷

Pacific Crest Trail cuts impact maintenance, volunteers, and funding¹⁸

- The Pacific Crest Trail (PCT) runs through areas in CD3 including transversing the Sierra Nevada Mountain Range and the Plumas and Lassen National Forests.
- The PCT is used by hundreds of thousands¹⁹ of people each year. This includes day hikers, weekend backpackers, and long-distance hikers. The trail runs through USFS lands and wilderness areas.
- **Trail Maintenance**: Over a year's worth of trail maintenance projects (56 weeks) have been canceled.
- Staff Reductions: Six seasonal trail crew leaders will likely not be hired due to the cuts.
- Safety Concerns: The absence of back-country rangers raises serious safety concerns for hikers.
- **Volunteer Efforts**: In 2024, volunteers donated more than 57,500 hours of labor, valued at \$1.9 million, but volunteers alone cannot replace federal crews.
- Funding and Stability: The shared stewardship model relies on fully staffed federal agencies and consistent funding, both of which are now in jeopardy.
- **Economic Impact**: Over the past decade, volunteers and private donors have contributed \$47.8 million to care for the trail, highlighting the importance of community-driven conservation.

NOAA Cuts Threaten Weather Forecasting, Safety, Fisheries, and our Economy²⁰

¹⁵ Tourism to Yosemite National Park Creates \$624,129,000 in Economic Benefits - Yosemite National Park (U.S. National Park Service)

¹⁶ Lassen Impacts Local Economy - Lassen Volcanic National Park (U.S. National Park Service)

¹⁷ Quick Fact Sheet - Sequoia & Kings Canyon National Parks (U.S. National Park Service)

¹⁸ "Recent federal layoffs threaten the future of nation's beloved Pacific Crest Trail" March 9, 2025 by Megan Wargo https://www.sacbee.com/opinion/op-ed/article301575314.html#storylink=cpy

¹⁹ PCT visitor use statistics - Pacific Crest Trail Association

²⁰ Federal cuts to NOAA could have major implications

- Reduced Staffing: NOAA has already dismissed 586 employees, including 108 from the National Weather Service (NWS)²¹
- NOAA tracks atmospheric rivers, severe weather events, and climate patterns affecting
 California. In CA there are forecast offices that issue critical weather alerts such as flood
 warnings, high wind warnings, and winter storm warnings. Fewer staff could delay the issuance
 of critical weather warnings and advisories, such as red flag warnings for wildfires.
- NOAA's forecasting is critical for our economy and commerce because cargo ships rely on their minute-to-minute updates for daily operations and to function.²²
- Incident Meteorologists: Availability of personnel to serve as incident meteorologists at wildfires could be impacted, compromising the safety of fire crews and the effectiveness of wildfire management.²³
- Fisheries Management: At least five NOAA fisheries employees were fired from the Central Valley office, impacting endangered species management. In mid-March it was announced that all 3 California offices of NOAA will be closed.
- Research and Monitoring: Reduced staff may hinder NOAA's ability to conduct essential environmental research and monitoring
- The cuts could affect the government's ability to protect communities during natural disasters, impacting public safety.
- Avalanche sentences needed
- NOAA's work supports various sectors, including agriculture, fisheries, and tourism, which could suffer economic consequences due to reduced services

<u>Cuts to the Environmental Protection Agency (EPA) impacts our clean water and environmental protection</u>

- DOGE proposed to cut 65% of EPA spending. This could include the loss of 122 clean water enforcement staff (out of 188 total), loss of 112 emergency response staff (out of 172), and the loss of 79 safe water staff (out of 122.)
- These cuts would severely impact the EPA's ability to enforce clean water regulations, respond to environmental emergencies, and ensure safe drinking water.

²¹ How job cuts at NOAA could impact weather forecasting - ABC News

²² As NOAA braces for more cuts, scientists say public safety is at risk | PBS News, KQED, March 13, 2025

²³ NOAA Incident Meteorologists prepare for another busy fire year

• The cuts can severely limit water quality monitoring, making it harder to detect and address pollution in rivers, lakes, and drinking water sources.

Cuts hurt local farmers, food banks, and school lunch programs

- \$2 billion in funding for already obligated funds has been frozen.
- Tens of thousands of farmers and support organizations have been affected by a freeze on federal payments. Programs impacted include the Regional Energy for America Program (REAP), Conservation Stewardship Program (CSP), Environmental Quality Incentives Program (EQIP), Regional Conservation Partnerships (RCP), and the Agricultural Conservation Easement Program (ACEP).
- The USDA announced the termination of funding for the Local Food Purchase Assistance
 Cooperative Agreement and the Local Food for Schools Cooperative Agreement. These
 programs were designed to support local farmers by helping them supply fresh food to schools
 and food banks, by helping them purchase food directly from local farms. These agricultural
 programs are important for local communities and families.²⁴
- Nonprofit School Nutrition Association said the change would pull free meals away from 12 million U.S. students.²⁵
- In California, the Farms Together Program, which was part of the Local Food Purchase
 Assistance Cooperative Agreement, supported 533 small farmers and supplied food to 55 food
 banks and community partners, with about 100 of those farmers being from the San Joaquin
 Valley.²⁶
- On March 7, the U.S. Department of Agriculture notified the State of North Carolina that it was canceling an agreement for its Local Food for Schools and Child Care Cooperative program, effective 60 days from that date. The agreement, made with North Carolina Department of Agriculture and Consumer Services, would have provided the state nearly \$19 million in federal funding over three years to help school systems and childcare facilities purchase unprocessed, or minimally processed, food from local farmers and small businesses.²⁷

²⁴ USDA Cuts School Food Program: List of States Impacted - Newsweek

²⁵ Ibid

²⁶ Federal funding cuts for California farms programs impacts Stanislaus food banks, schools

²⁷ Western NC farms, schools and food bank take hit from Trump administration funding cuts

PROMOTING CEASEFIRE NOW RESOLUTIONS AT STATE AND LOCAL **GOVERNMENT**



Council on American-Islamic Relations Community Toolkit:



January 2024

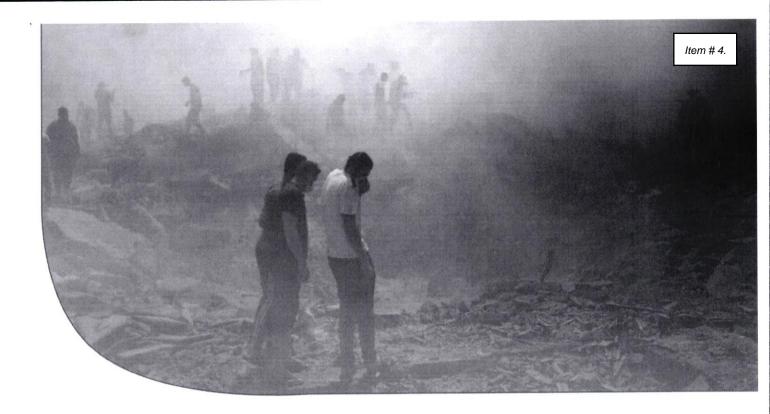
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INTRODUCTION

The Gaza genocide is an urgent humanitarian disaster that requires immediate international attention. After enduring a 16-year economic blockade imposed by the Israeli government, the people of Gaza now face the open threat of ethnic cleansing and genocide.

As U.S. citizens and residents, our tax contributions fund this crisis, imparting upon us a direct responsibility to implore our elected officials to refrain from financing Israel's continuing pursuits of genocide, apartheid, and occupation. As global citizens, it remains our moral duty to consistently advocate for peace and justice wherever they are needed in the world.

This toolkit developed by CAIR is to equip you with comprehensive resources for engaging with local city, county, school board, and state legislative representatives. It aims to facilitate meetings where you can educate these officials about the violence against civilians in Gaza and advocate for adopting declaratory statements and resolutions promoting a permanent ceasefire and the pursuit of a just, lasting peace. Covering everything from understanding the roles and functions of state and local governments to offering practical tips for organizing meetings, attending town hall sessions, and effectively utilizing factsheets to support resolutions, this resource serves as a thorough guide for active civic engagement.

Participating in these local actions and dialogues ensures that our community's needs and values are being considered in decision-making processes, fostering a more responsive and accountable governance structure at the grassroots level.



Understanding State and Local Government

Gain insights into the intricate workings of state and local governments, exploring their roles, responsibilities, and impact on community life. This section equips you with the knowledge needed to understand the complexities of governance structures at the local level. Page 3



Requesting Meeting With State/District/County Representative

Describes how to initiate meaningful dialogue with your representatives. This section offers guidance on effectively requesting meetings, ensuring your voice is heard, and fostering direct communication channels with state, district, or county officials. Page 5



Sending Your Template Message to Your State/District/County Representative

This section outlines tips for sending messages to your state representative or elected officials, offering a step-by-step guide to streamline your communication process effectively. Page 6



Tips on Meeting with Members of State Legislature and Local Officials

Navigate meetings with state legislators and local officials effectively. This section offers practical tips on preparation, communication strategies, and engagement to maximize the impact of your interactions. Page 8



Attending Town Hall, Council, and School Board Meetings: Advocating for a Ceasefire in Israel-Gaza

Participate actively in civic discourse by attending town hall, council, and school board meetings. This section guides you on the essentials of attending these forums, making your voice heard, and contributing constructively to community discussions. Page 9



The Power of Resolutions: A Call for Ceasefire Now

Describes the role of resolutions in addressing the Israel-Palestine crisis. This section underscores the broader impact resolutions can have at different governance levels, emphasizing their significance in conveying unified stances, guiding actions, and fostering peace in local communities and beyond. **Page 11**



Factsheet for State/District/County Resolutions

A detailed factsheet covering State/District/County resolutions concerning the Palestine-Israel crisis offering crucial insights into the persistent conflict and its far-reaching implications. This resource includes sample resolutions, offering a practical blueprint for addressing this intricate issue on a local level. Page 17

Please also consider reaching out to CAIR or your local CAIR Chapter to help schedule legislative or council/committee meetings if there is one in your state or area. **Click here** to find your nearest CAIR chapter.



UNDERSTANDING LOCAL GOVERNMENTS

The process of passing policies and resolutions at the local government level involves several key steps. While the specifics can vary based on the structure and regulations of each local government, the following is a general breakdown of the common stages:

Introduction or Proposal:

The process typically begins with introducing or proposing a policy or resolution. This can be initiated by elected officials, government staff, community members, or advocacy groups.

Committee Review:

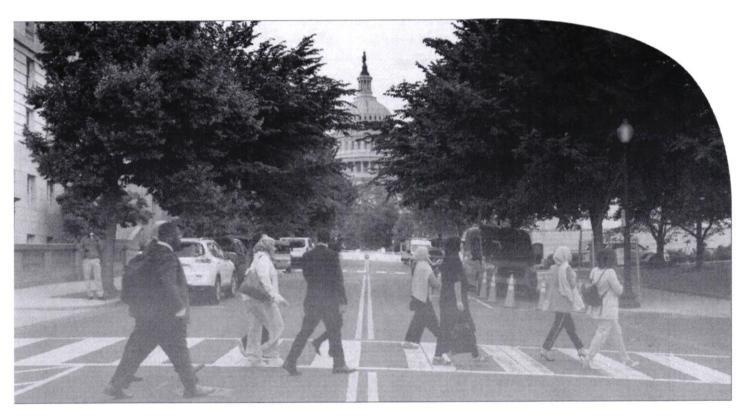
Many local governments have committees or subcommittees responsible for reviewing proposed policies and resolutions. These committees conduct a detailed examination, gather information, and may make recommendations or modifications.

Public Input:

Public input is a crucial part of the process. Local governments often hold public hearings or meetings to allow community members to express their opinions, voice concerns, and provide feedback on the proposed policy or resolution.

Revisions and Amendments:

Based on committee reviews and public input, the proposed policy or resolution may undergo revisions or amendments. Elected officials or committee members may modify the content to address concerns, improve clarity, or incorporate new information.



Committee Approval:

After revisions, the policy or resolution returns to the relevant committee for approval. The committee evaluates the changes and decides whether to recommend it for further consideration by the full legislative body.

Full Legislative Body Consideration:

The proposed policy or resolution is presented to the full legislative body (city council, county board, etc.) for consideration. Elected officials discuss, debate, and vote on whether to adopt the proposal.

Voting:

A formal vote is taken by the legislative body. The policy or resolution may require a simple majority or a supermajority to be adopted, depending on local rules.

Implementation and Enforcement:

Once adopted, the policy or resolution enters the implementation phase. Government agencies or departments responsible for enforcement begin incorporating the new rules into their operations.

Monitoring and Evaluation:

Local governments often establish mechanisms to monitor and evaluate the effectiveness of implemented policies or resolutions. This includes assessing whether the intended goals are being achieved and making adjustments if necessary.

NOTE: Specific steps and requirements can vary widely between different local governments, and the level of public involvement and transparency can also differ. The structure and hierarchy of local governments can also vary depending on the state.



REQUESTING MEETING WITH STATE/DISTRICT/COUNTY REPRESENTATIVE

The process of passing policies and resolutions at the local government level involves several key steps. While the specifics can vary based on the structure and regulations of each local government, the following is a general breakdown of the common stages:

Find and contact elected officials | USAGov

Obtaining Local Office Contact Information

- 1. Visit the Official USA Government Website: Navigate to the "Find and contact elected officials" page on the official USA Government website.
- 2. Locate Your State and County Elected Officials' Contact Information: Based on your address, the website provides contact information for your State and Local officials.
- 3. Contact Your School Board Members: Visit your school district's official website or the school board section to find the names and contact information of the board members. Usually, the board has a dedicated section with their contact details.

Contacting the State Legislature or Local Government Office

- 4. Dial the Phone Number Provided: Call the phone number provided for your State/ District/County office.
- 5. Request Email Addresses: Politely inquire about the email addresses of the office scheduler and foreign affairs staffer, who can facilitate your meeting request to "discuss on discussing the crisis in Gaza."
- 6. Clarify Your Purpose: Explain that you wish to request a meeting to discuss the ongoing crisis in Gaza and believe an email would be the most effective way to make the request.

Maintaining Courtesy and Respect

- 7. Be Respectful: Maintain a respectful tone throughout the conversation.
- 8. Accept Limitations: If the staff member is unable to provide you with the specific email address of a staff member, express gratitude for their assistance and proceed with the general email address if available or an online form.

Taking Notes and Following Up

- 9. Note Down Email Addresses: If you obtain the email addresses, ensure that you accurately transcribe them.
- 10. Send a Follow-Up Email: Subsequently, dispatch an email to the provided email addresses, adhering to the template message and guidelines provided in this toolkit.

Persistence and Demeanor

11. Be Persistent: Offices receive a high volume of requests. Persistence and a courteous demeanor can significantly increase your chances of securing a meeting.



SENDING YOUR TEMPLATE MESSAGE TO YOUR STATE/DISTRICT/COUNTY REPRESENTATIVE

Once you've secured the necessary information to request your congressional meetings, it's crucial to send your email meeting request effectively. In addition to drawing from CAIR's template congressional meeting request below, follow these instructions for sending the template message:

- Personalize the Template Message: Before sending the message, ensure it is personalized with
 the recipient's name and the specific office you are addressing. Research to see if a resolution has
 already been introduced in your state/district/county.
- Email Subject Line: When sending an email, craft a concise and informative subject line. For example, "Meeting Request to Discuss Gaza Crisis' Impact on Our Community."
- Proofread Your Message: Ensure your message is free from typos, grammatical errors, and other issues. A well-written message demonstrates professionalism and commitment.
- Send the Message: Click the "Send" button on your email platform or send the physical letter via mail, following any guidelines provided by the congressional office for physical correspondence.
- Keep a Record: Maintain a record of the date and time you sent your message and any responses
 you receive. This will help you stay organized and follow up effectively.
- Follow Up: If you don't receive a response within a reasonable timeframe, consider sending
 a polite follow-up email or making a courteous phone call to inquire about the status of your
 meeting request.

Again, persistence and respectful communication can be key in ensuring your message is heard and acted upon by your elected representatives.

Subject: Meeting Request to Discuss Gaza Crisis' Impact on Our Community

Dear [State/District/County Official],

I am writing to express my deep concerns about the ongoing violence in Israel and Palestine and my conviction that the United States has a critical role to play in promoting peace and justice in the region. Given the urgency of the situation, I kindly request an in-person or virtual meeting with [Name of Representative or Elected Official] and interested staff in the coming days to address the concerns of [State/District/County] residents.

During our meeting, I hope we can discuss the following three crucial topics:

- [IF NO RESOLUTION HAS ALREADY BEEN INTRODUCED] Introducing a permanent Ceasefire Resolution for the State/District/County (See Sample Resolutions Below)
- [IF THERE IS ALREADY A PROPOSED RESOLUTION] Supporting the proposed resolution already introduced in the State/District/County
- Acknowledging the loss of lives and recognizing humanity on both sides.
- Urging the United States to reassert its leadership role as a negotiator, addressing the root causes of violence, and ending Israel's occupation and apartheid policies.

I sincerely appreciate your attention to these critical matters and look forward to the opportunity to meet and discuss how we can work together for a just and lasting peace.

Sincerely,

[Your Name]



TIPS ON MEETING WITH MEMBERS OF STATE LEGISLATURE AND LOCAL OFFICIALS

By following these tips, you can increase your chances of having a successful congressional meeting and making a positive impact.

Be prepared and on time:

- Research the member of the State Legislature or elected official you are meeting with. This
 includes knowing their background, role in your state/district/county, and position on the issues
 you want to discuss.
- Prepare talking points for your meeting. This will help you stay focused on the message.
- Arrive for your meeting on time or a few minutes early.

State the issue and the solution:

- Be clear and concise about the issue you want to discuss and the solution you are proposing.
- Use personal stories and real-life examples to illustrate your points.
- Be prepared to answer questions about your proposal.

Be polite and listen carefully:

- Be respectful of the official or staffer's time.
- Be open to hearing their views on the issue, even if they differ from your own.
- Ask clarifying questions and take notes to ensure that you understand their position.

Additional tips:

- Be professional and courteous.
- Dress appropriately.
- Be yourself and be genuine.
- Thank the official or staffer for their time.

Follow up after the meeting:

- Within a few days of your meeting, send a thank-you note to the official or staffer.
- If you promised to provide any additional information, like any data or factsheet, promptly follow through on that promise.
- Stay in touch with the official or office by attending events, sending emails, and making phone calls.

By following these tips, you can increase the chances of having a successful meeting with a local official.



ATTENDING TOWN HALL, COUNCIL, AND SCHOOL BOARD MEETINGS: ADVOCATING FOR A CEASEFIRE IN ISRAEL-GAZA

A town hall, city/county council, or school board meeting, organized by local government officials, community leaders, or elected representatives, serves as a powerful platform for advocating for a ceasefire in Israel-Gaza. These gatherings provide an opportunity for community members to:

- Voice their opinions about the conflict and urge elected officials to take action.
- Ask questions to gain a deeper understanding of the situation and the potential role of local government.
- Directly express their concerns to those in positions of influence and demand action for peace.

This guide outlines how to prepare for and actively participate in a town hall, council, or school board meeting to advocate for a ceasefire resolution.

1. Research and Prepare:

- Gather information about the agenda, topics to be discussed, and public comment procedures.
- Research the current situation in Israel-Gaza, including the humanitarian toll of the conflict.
- Review the ceasefire resolution provided in this toolkit and prepare key points to emphasize.
- Identify your local representatives and any relevant committees focused on foreign affairs or human rights.

2. Craft Your Message:

- Develop concise and impactful statements urging your elected officials to introduce or support a resolution calling for a ceasefire.
- Focus on the human cost of the conflict and the importance of international pressure for peace.
- Share personal stories or experiences to personalize the issue and connect with the audience.
- Practice your delivery beforehand to ensure clarity and confidence.

3. During the Meeting:

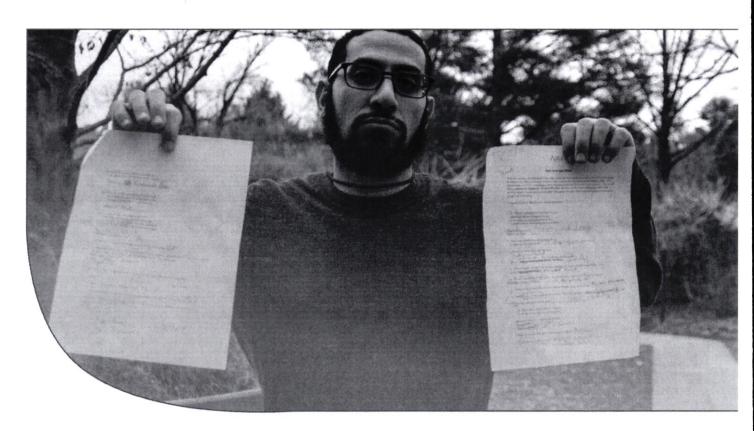
- Follow established procedures for public comment and be respectful to all attendees.
- Clearly state your name and address the officials present.
- Deliver your prepared statement concisely and emphasize key points.
- Offer a copy of CAIR's sample ceasefire resolution included in this toolkit.
- Respond to any questions posed by officials respectfully and stay focused on your message.

4. Additional Strategies:

- Present a petition signed by community members supporting the ceasefire resolution.
- Organize other attendees to speak out on the issue.
- Share your message on social media using relevant hashtags and tagging local officials.
- Follow up with your representatives after the meeting to express continued support and track progress.

By attending town hall, council, and school board meetings and speaking out, you can make a significant impact in urging your local government to take a stand for peace in Israel-Gaza.

REMEMBER, YOUR VOICE MATTERS. USE IT TO ADVOCATE FOR A CEASEFIRE AND HELP END THE SUFFERING.



Promoting ceasefire now resolutions at state and local government



THE POWER OF RESOLUTIONS: A CALL FOR CEASEFIRE NOW

In the face of the ongoing crisis in Israel and occupied Palestine, the Ceasefire Now Resolution (H.Res.786) introduced in US Congress offers a beacon of hope. This resolution urges an immediate ceasefire and essential humanitarian aid, paving the way towards de-escalation and peace.

Yet, the call for peace must transcend the confines of congressional chambers. A powerful amplification lies within local governance, communities, and their leaders through the medium of resolutions at various echelons. Delve deeper into the resolution process:

State Legislative Resolutions:

- Purpose: These mirror city council resolutions but resonate with the voice of entire state legislatures, championing the interests of the entire state.
- Content: They encompass statewide concerns, advocating federal actions, endorsing state
 policies, commemorating significant events or figures, and expressing support or opposition on
 national issues.
- Examples: From urging Congress toward specific actions to honoring remarkable figures, establishing recognition days, or addressing pivotal statewide policy concerns, the breadth of these resolutions is expansive.

City and County Council Resolutions:

- Purpose: Formally encapsulating the council's stance on multifarious issues impacting the municipality.
- Content: Ranging from local policies, regulations, budget allocations, proclamations, to actionable requests, these resolutions reflect a wide spectrum of local governance.
- Examples: They might extend support for community events, allocate funds for new projects, endorse policy reforms, commend outstanding individuals, or vocally oppose state or federal actions.

While not legally binding, both city council and state legislative resolutions embody the unified position or sentiment of the governing body, serving as authoritative statements guiding actions or indicating the official stance of the local or state government.

School District Resolutions:

- Purpose: Essential in formalizing decisions, articulating positions, and instituting policies to steer the district's trajectory and commitments.
- Content: These encompass declarations of intent, policy assertions, budgetary allocations, and strategic plans, constituting a holistic framework addressing pertinent issues and steering the district's course.
- Example: A school resolution might herald the district's unwavering dedication to nurturing diversity, delineate specific policies targeting disparities, and earmark funds for training initiatives.

Resolutions wield a subtle yet compelling force, encapsulating the collective voice of governance at various levels. They not only voice opinion but guide the trajectory of action, serving as pivotal instruments in steering communities, states, and institutions toward harmony and progress. The Ceasefire Now Resolution is a clarion call — its echo must resound through resolutions at every level, resonating the urgency for peace and humanitarian aid amidst turmoil.

SAMPLE STATE/COUNTY/CITY RESOLUTION Resolution

A RESOLUTION CALLING FOR A PERMANENT CEASE-FIRE IN ISRAEL AND GAZA

WHEREAS, [NAME OF STATE/COUNTY/CITY] is dedicated to fostering a community that embraces diversity, values all life, and upholds the principles of equality and human rights; and

WHEREAS, incidents of anti-Arab, anti-Muslim, and anti-Semitic bigotry and violence are on the rise within our country, posing a significant threat to the well-being and safety of our diverse communities and all Americans; and

WHEREAS, we express profound sorrow and condemnation for the tragic loss of Israeli civilians, including children and the elderly, in the terrorist attack on October 7th by Hamas; and

WHEREAS, we also express profound sorrow at the loss of innocent Palestinian lives including children and elderly and denounce the indiscriminate retaliation by the State of Israel, which has resulted in the collective punishment upon the civilian population of Gaza; and

WHEREAS, we find it deeply troubling that a binary narrative and dehumanization is being used to rationalize acts of war that indiscriminately cause the death of civilians, within this ongoing conflict; and

WHEREAS, [NAME OF STATE/COUNTY/CITY] supports the dignity and safety of residents in every community regardless of what crimes any government may commit, and that peaceful diplomacy and mutual understanding is the only way to achieve these permanent goals; and

WHEREAS, all human life is precious, and the targeting of civilians, no matter their faith or ethnicity, or country of origin is a violation of International humanitarian law; and

WHEREAS, between October 7 and December 10, 2023 war and armed violence have claimed the lives of over 17,000 Palestinians in Gaza and the West Bank, and 1,200 Israelis, including Americans, and thousands more have been wounded; and

WHEREAS, over two million lives are at imminent risk if a permanent cease-fire is not achieved and continuous humanitarian aid is not assured; and

WHEREAS, the United States Federal Government and Members of Congress hold immense diplomatic, military, and financial power to save Palestinian and Israeli lives, and seek a lasting peace, in our time and for all time; and

SAMPLE STATE/COUNTY/CITY RESOLUTION

NOW THEREFORE BE IT RESOLVED, that the [NAME OF STATE/COUNTY/CITY] calls for the

United States Federal Government to facilitate and demand:

- (1) an immediate permanent cease-fire to urgently end the current violence; and
- (2) the immediate release of all hostages and political prisoners; and
- (3) an immediate end to the blockade and siege of Gaza; and
- (4) the prompt provision of humanitarian assistance to Gaza including supplying food, water, fuel, and medical supplies which are indispensable for the survival of the civilian population of Gaza; and
- (5) all parties to fully comply with their obligations under international law; and
- (6) continue to condemn the rising antisemitism and Islamophobia that has been seen in the United States and worldwide.

ABOUT THIS RESOLUTION

The language for this resolution is derived from the resolution introduced by Commissioner Ted Terry of DeKalb County, GA.

The resolution was revised to incorporate the updated death toll and other pertinent figures from the timeline of events provided by Al Jazeera on the Israel-Hamas war.

Al Jazeera English: The 'collapse of services and communications at hospitals in the north of Gaza' is delaying the Palestinian Ministry of Health from updating the latest numbers of people injured and killed, says UN report. Link: https://twitter.com/AJEnglish/status/1723552937602158834

SAMPLE RESOLUTION: SCHOOL DISTRICT/BOARD

A RESOLUTION CALLING FOR A PERMANENT CEASE-FIRE IN ISRAEL AND GAZA, UPHOLDING FREE SPEECH

WHEREAS, the [NAME OF SCHOOL DISTRICT] expresses profound concern about the escalating incidents of Islamophobia, violence and anti-Palestinian racism, particularly in schools and among students, leading to targeted harassment and violent attacks against Muslim students nationwide; and

WHEREAS, recognizing the fundamental importance of free speech at [NAME OF SCHOOL DISTRICT], ensuring a campus/school environment that fosters open discourse and diverse perspectives; and

WHEREAS, in alignment with this commitment, [NAME OF SCHOOL DISTRICT] upholds the principle that the free exchange of ideas should not be suppressed, even when opinions are considered offensive, unwise, immoral, indecent, disagreeable, conservative, liberal, traditional, radical, or wrong-headed, as outlined in [Name of School District]'s Campus/school Free Speech Policy; and

WHEREAS, [NAME OF SCHOOL DISTRICT] acknowledges the imperative to distinguish between protected free expression and harassment, as per the [SCHOOL POLICY ON HARASSMENT], defining harassment as conduct and/or expression that is [FOR EXAMPLE: unwelcome, severe, pervasive, and objectively offensive, thus denying an individual equal access to their education program or activity]; and

WHEREAS, it is affirmed that open criticism of any government, including the government of Israel, does not violate [NAME OF SCHOOL DISTRICT]'s [FOR EXAMPLE: Campus/School Free Speech Policy or Policy on Harassment]; and

WHEREAS, it is essential to emphasize that criticism of the Israeli government is not inherently anti-Jewish or antisemitic, and it is imperative to maintain a clear distinction between anti-Zionism and anti-Jewish sentiments; and

WHEREAS, conflating critique of Israel with antisemitism can have detrimental effects on the Palestinian, Arab, and Muslim communities within [NAME OF SCHOOL DISTRICT] and can delegitimize individuals, including Jewish advocates, who express concerns about Israeli policies; and

WHEREAS, international humanitarian law recognizes the rights of all people, including Palestinians, to life, security, and political and economic self-determination; and

WHEREAS, it is acknowledged that Israel has been recognized as an occupying power in the West Bank, including East Jerusalem and Gaza, since 1967; and

SAMPLE RESOLUTION: SCHOOL DISTRICT/BOARD

WHEREAS, the official policy of the United States and international law acknowledges that the Israeli government is the occupying power in the West Bank, including East Jerusalem, and Gaza due to its blockade; and

WHEREAS, it is essential to avoid punishing free speech based on false claims that criticism of the Israeli government or disagreement with Zionism are inherently antisemitic; and

WHEREAS, a historical record indicates that Israel has voted against numerous peace settlements with Palestine in the United Nations General Assembly since 1947; and

WHEREAS, the Students and Parents of [NAME OF SCHOOL DISTRICT] recognizes the need for an accurate understanding that Hamas does not represent the entirety of the Palestinian people; and

WHEREAS, grave concerns are raised regarding reported violations of international laws by Israel, including but not limited to collective punishment, use of prohibited weapons, displacement of populations, and imposition of blockades; and

WHEREAS, expressing deep distress over the reported civilian casualties, particularly among children, women, men, and the elderly, resulting from ongoing conflicts; and

BE IT RESOLVED that [NAME OF SCHOOL DISTRICT] expresses:

- (1) Concern about reported actions and policies contributing to the suffering of innocent civilians and calls for an immediate ceasefire, urging all parties involved to pursue diplomatic and peaceful resolutions to conflicts.
- (2) Full support for the First Amendment rights to free speech for all students and faculty, both on and off campus.

ABOUT THIS RESOLUTION

Some of the language in this sample resolution was adapted from a resolution previously passed by the University of Cincinnati. CAIR has made additional modifications and introduced new language tailored to better align with the context and needs of school districts.

Fuller, C. (2023, November 17). UC student government votes to advance controversial resolution. WLWT. https://www.wlwt.com/article/university-cincinnati-student-government-middle-east/45867478

NOTE: Feel free to make adjustments that suit the specific needs and requirements of your state, district, or county while ensuring the overarching message remains focused on advocating for a permanent ceasefire as a unified stance.



FACTSHEET FOR STATE/DISTRICT/COUNTY RESOLUTIONS

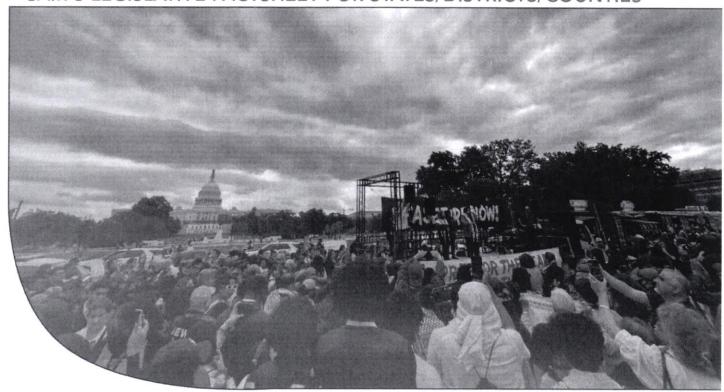
Fact sheets are powerful tools that provide concise and well-organized information about proposed legislation, current issues, or policy matters. They serve as essential resources for individuals and advocacy groups seeking to engage with their elected representatives during local, state, and federal meetings on policies with elected officials. Fact sheets offer a comprehensive overview of the key points, supporting data, and recommended actions related to specific bills or resolutions, helping you to navigate and guide your discussions effectively.

As an example, we have included below **CAIR's Ceasefire Now Factsheet**, which supports the introduction of cease resolutions at the local, state, and federal level. This fact sheet outlines the critical details of the resolution and the actions being requested from members of city and council councils, school boards, and state legislatures.

Using legislative fact sheets during meetings with elected officials and policymakers can be a game-changer. They enable you to present complex issues in a clear and organized manner, making it easier for you to convey your concerns and recommendations to your elected representatives. These fact sheets offer a structured framework for discussing key points, supporting data, and suggested actions, ensuring that you stay focused and articulate during your interactions with policymakers.

In the context of the CAIR fact sheet supporting ceasefire resolutions, you can see how it addresses the ongoing crisis in Israel and Palestine and outlines specific actions, such as introducing such resolutions, supporting humanitarian aid, and demanding U.S. leadership in pursuit of a lasting peace. This format helps ensure that your discussions are well-informed, concise, and impactful.

CAIR'S LEGISLATIVE FACTSHEET FOR STATES/DISTRICTS/COUNTIES



SUPPORTING A PERMANENT CEASEFIRE IN GAZA

What We Are Asking State Representatives or Elected Officials to Do:

- Introduce local and state versions of the Ceasefire Now Resolution (Sample resolutions provided on page 12)
 - a. All State/District/County representatives are encouraged to support the introduction of a permanent Ceasefire Now Resolution.
 - b. If a "Ceasefire Now" resolution is already proposed in your State/District/County, raise awareness and support for it.

2. Send and Facilitate the Entry of Humanitarian Assistance into Gaza

- a. This resolution plays a pivotal role in ending the violence and urges the Biden Administration to provide humanitarian aid to Gaza, ensuring the preservation of countless lives.
- b. The humanitarian situation in Gaza necessitates immediate and substantial assistance. The existing aid flow through Egypt's border is insufficient to address the ongoing crisis.
- c. As per the United Nations, approximately 35% of Gaza's agricultural land and 85% of its fishing areas are either entirely or partially unreachable due to actions taken by the Israeli military. Furthermore, over 90% of the water sourced from the Gaza aquifer is unsuitable for consumption.
- d. Since the escalation of violence in Israel and Palestine, CAIR received a total of 2,171 requests for help and reports of bias from states, counties, and districts across America between October 7 and December 8, 2023. It shows a 172 percent increase over the previous year. These incidents span a

broad spectrum of hostility, including harassment, discrimination, and threats, affecting students who are visibly Muslim or who have spoken up for protecting civilians in Gaza.

3. Acknowledge the Loss of Lives and Recognize the Humanity on Both Sides

- a. It is imperative to acknowledge the tragic loss of lives and recognize the humanity on both sides of the conflict, encompassing Israelis and Palestinians.
- b. The death toll in Gaza has tragically surpassed 27,000, a harrowing number that includes nearly 11,000 innocent children, making it a heart-wrenching and urgent concern.
- c. In the face of this escalating crisis and a deepening humanitarian catastrophe in Gaza, Congress should unequivocally condemn Israeli attacks on Gaza, which many scholars constitute war crimes and violations of international law and genocide.

4. Demand U.S. Leadership in Pursuit of a Lasting Peace

- a. The United States must reassume its leadership role as a mediator in pursuing lasting peace in the region.
- b. This endeavor must encompass addressing the root causes of violence, including Israel's decades-long illegal occupation of Palestinian land and the denial of Palestinian human rights. The only way to permanently stop the violence is to end the occupation and dismantle systemic, racist oppression.

5. Understanding the Core Issue: Israel's Occupation and Denial of Palestinian Rights

- a. Acknowledge that the central cause of recent violence is Israel's decades-long illegal occupation of Palestinian land, expansion of illegal settlements, and the discriminatory system of apartheid that denies Palestinian human and legal rights.
- b. The only way to permanently stop the violence is to end the occupation, which kills hundreds of Palestinian civilians every year and subjects millions more men, women, and children to systemic, racist oppression.

6. Similar to Ukraine, Americans Should Be Siding with The Oppressed, Not the Oppressor

- a. More and more Israeli leaders and advocates acknowledge Israel's occupation is like South African apartheid.
- b. The former head of Mossad said recently: "There is an apartheid state here... In a territory where two people are judged under two legal systems, that is an apartheid state."
- c. In July, South Africa's Foreign Minister, Naledi Pandor, asserted that the United Nations General Assembly should establish a committee to assess Israel's compliance with the necessary criteria to be designated an apartheid state. She stated, "The Palestinian narrative resonates with the historical experiences of racial segregation and oppression in South Africa."
- d. Amnesty International, Human Rights Watch, the Anglican Church of Southern Africa, and Presbyterian Church USA have labeled Israel an apartheid state. The UN Special Rapporteur on the Right to Adequate Housing also recognized that Israel is committing apartheid against Palestinians.



Nevada County Republican Party PO Box 403, Grass Valley, CA 95945 info@nevadacountygop.org (530) 478-1467

April 2, 2025

Mayor Hodge and Members of the Grass Valley City Council:

I am writing to you on behalf of the Nevada County Republican Party to express our profound concern and disapproval regarding the adoption of Resolution No. 2025-03, which addresses the international conflict between Israel and Palestine. While we acknowledge the importance of promoting peace and condemning violence globally, we firmly believe that the City Council's engagement in international affairs oversteps its municipal mandate and diverts attention from the pressing local issues that directly impact the residents of Grass Valley.

The primary responsibility of the City Council is to address local matters such as public safety, infrastructure, economic development, and community well-being within Grass Valley. By adopting a resolution that delves into complex international conflicts, the Council risks polarizing our community and setting a precedent that may lead to further divisions among residents with diverse perspectives on global issues.

Furthermore, the language within Resolution No. 2025-03 appears to disproportionately criticize the State of Israel. For instance, the resolution states that "the City of Grass Valley stands unequivocally against apartheid and the construction and expansion of illegal settlements and illegal occupation of Palestinian territories, recognizing these actions as violations of international law." Such statements not only reflect a partial stance but also lack the nuance required to understand the multifaceted nature of the conflict. It is not the place of the City Council to make determinations on international legal matters that are beyond its expertise and jurisdiction.

The Nevada County Republican Party is also concerned about the potential implications this resolution may have on our city's relationships with various community groups and businesses. Taking a position on such a contentious international issue may alienate members of our community and hinder efforts to foster an inclusive and harmonious environment.



Nevada County Republican Party PO Box 403, Grass Valley, CA 95945 info@nevadacountygop.org (530) 478-1467

We urge the City Council to reconsider the adoption of resolutions that fall outside the scope of municipal governance and to focus its efforts on initiatives that directly benefit the citizens of Grass Valley. Addressing local challenges and enhancing the quality of life for our residents should remain the Council's foremost priority.

Thank you for your attention to this matter. We look forward to your response and to a continued dialogue aimed at promoting the best interests of Grass Valley and its residents.

Sincerely,

John "Mac" Young

Nevada County Republican Party, Chairman

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City of Grass Valley City Council Agenda Action Sheet

<u>Title</u>: Partnership between Grass Valley Police Animal Services and Wayward Journey

CEQA: This is not a project

Recommendation: Council directs the Chief of Police to sign an MOU with Wayward Journey

benefitting the services at the Grass Valley Animal Shelter, subject to legal review.

Prepared by: Lieutenant Brian Blakemore, Police Department

Council Meeting Date: 04/22/2025 Date Prepared: 04/10/2025

Agenda: Consent

Background Information:

On 04/08/2025, the Council received a presentation from Wayward Journey and the Grass Valley Police Department regarding a partnership that enhances services offered through the Grass Valley Animal Shelter.

The Memorandum of Understanding (MOU) initially attached to that agenda item has been updated after additional input from all concerned parties (Grass Valley Police Department, Wayward Journey, the Grass Valley City Attorney's Office, and California Intergovernmental Risk Authority (CIRA)). That MOU, still subject to legal review, is attached for reference.

Staff request that the Chief of Police be authorized and directed to sign the MOU, formalizing the partnership and implementing the presented benefits.

<u>Council Goals/Objectives</u>: This action executes portions of Strategic Plan Core Goal of an efficient workplace and high-quality public safety services.

<u>Fiscal Impact</u>: No direct financial impact. Net positive in staff-time savings and shorter animal shelter stays.

Funds Available: N/A Account #:

<u>Attachments:</u> Memorandum of Understanding between City of Grass Valley and Wayward Journey

MEMORANDUM OF UNDERSTANDING

(City of Grass Valley / Wayward Journey)

1. IDENTIFICATION

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Grass Valley, a California municipal corporation ("City"), and Wayward Journey, a California non-profit public benefit corporation ("WJ"). The City and WJ are collectively referred to herein as the "Parties."

2. RECITALS

- 2.1. City has determined that it requires support from an outside organization for the following: **Animal shelter activities.**
- 2.2. WJ represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with providing support under this MOU under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent WJ from conducting the activities identified in this MOU, or (3) present a significant risk of the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and WJ agree as follows:

3. **DEFINITIONS**

- 3.1. "Scope of Activities": Such activities supporting the City as are set forth in Exhibit A, attached hereto and incorporated herein by this reference.
- 3.2. "MOU Administrator": The MOU Administrator for the Scope of Activities is Brian Blakemore, Grass Valley Police Department. The MOU Administrator shall be the principal point of contact at the City for this project. City reserves the right to change this designation upon written notice to WJ.
- 3.3. "Commencement Date": April 28, 2025
- 3.4. "Termination Date": April 28, 2030

4. CAMPAIGN CONTRIBUTIONS

This MOU is exempt from the disclosure requirements of Government Code section 84308 under subdivision (a)(5)(B)(v).

5. TERM

The term of this MOU shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written MOU of the parties or terminated earlier under Section 17 ("Termination") below. The Parties may agree to extend the term if authorized in advance by City and WJ in writing and incorporated in written amendments to this MOU.

6. WJ'S AND CITY'S ROLES AND RESPONSIBILITIES

6.1. WJ's Roles and Responsibilities

- 6.1.1. **WJ's Activities**. WJ may engage in the activities identified in the Scope of Activities. City shall have the right to request, in writing, changes in the Scope of Activities. Any such changes mutually agreed upon by the parties shall be incorporated by written amendment to this MOU.
- 6.1.2. Coordination with City. In performing activities under this MOU, WJ shall coordinate all contact with City through its MOU Administrator. This does not include communication with City staff at the City Animal Shelter, with whom WJ will be communicating regularly to facilitate activities identified in the Scope of Activities.
- 6.1.3. **Business License.** WJ shall obtain and maintain in force a City business license for the duration of this MOU.
- 6.1.4. **Legal Compliance.** WJ shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting activities engaged in under this MOU, including the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.) when applicable.
- 6.1.5. **Avoid Conflicts.** During the term of this MOU, WJ shall not contract or enter into an MOU with another person or entity for whom WJ was not working at the Commencement Date if such work would present a conflict interfering with performance under this MOU. However, City may consent in writing to WJ's entering into such contract or MOU.
- 6.1.6. **Appropriate Personnel.** WJ has, or will secure at its own expense, any personnel required to operate its organization and perform any of the activities identified in the Scope of Activities. All WJ volunteers providing services under the Scope of Activities shall sign a Volunteer Liability Waiver and Volunteer Code of Conduct, attached hereto as Exhibit B and incorporated by this reference, before City may approve the volunteer to provide services for shelter animals both on City property and off-site pursuant to the Scope of Activities. All personnel engaged in activities legally requiring particular licensure or other certification shall be qualified to perform such services. Alexandra Maloney shall be WJ's MOU administrator and

- shall be City's principal point of contact at WJ. WJ reserves the right to change WJ's MOU administrator upon written notice to City.
- 6.1.7. **Substitution of Personnel.** City may notify WJ at any time of City's request that any WJ personnel (volunteer or, if applicable, employee) with whom City is not satisfied be removed from a particular activity and/or from engaging in any activity at the City's animal shelter altogether. Upon notice, WJ will comply City's request to remove the WJ personnel. In the event of a dispute, the City and WJ's MOU Administrators will meet and confer.
- 6.1.8. **Permits and Approvals.** WJ shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for WJ's performance of this MOU. This includes, but shall not be limited to, professional licenses, encroachment permits, and building and safety permits and inspections.
- 6.1.9. **Notification of Organizational Changes.** WJ shall notify the MOU Administrator, in writing, of any change in name, business status, or dissolution of WJ.

6.2. City's Roles and Responsibilities

6.2.1. **City's Duties.** City may engage in the activities identified in the Scope of Activities. The Parties shall have the right to request, in writing, changes in the Scope of Activities. Any such changes mutually agreed upon by the Parties shall be incorporated by written amendment to this MOU.

7. SUBCONTRACTING

Except as otherwise provided herein, WJ shall not assign or transfer its interest in this MOU or subcontract any activities identified in the Scope of Activities other than by an amendment to this MOU.

8. COMPENSATION

- 8.1. **General.** WJ shall not be paid for any activity provided under the Scope of Activities or otherwise, nor reimbursed for any expenses unless provided for in this MOU or authorized in writing by the MOU Administrator in advance.
- 8.2. **Additional Work.** WJ shall not be reimbursed for any expenses incurred for work performed outside the Scope of Activities unless prior written approval is given by the City through a fully executed written amendment to this MOU. WJ shall not undertake any such work without prior written approval of the Project Administrator.

9. PREVAILING WAGES

WJ is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. This MOU is subject to Prevailing Wage Laws, for all work performed under this MOU for which the payment of prevailing wage is required by those laws. WJ shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of WJ to comply with the Prevailing Wage Laws.

10. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by WJ while engaging in activities listed in the Scope of Activities and regarding City property (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. For example, written products would include a written behavioral assessment conducted on a dog owned by the City while in foster care through WJ. WJ may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by WJ.

11. RELATIONSHIP OF PARTIES

- 11.1. **General.** WJ shall be a wholly independent contractor as to the City under this MOU.
- 11.2. **No Agent Authority.** WJ shall have no power to incur any debt, obligation, or liability on behalf of City or to otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of WJ or any of WJ's officers, except as set forth in this MOU. WJ shall not represent in any manner that it is, or that any of its officers, agents, employees, or volunteers are, employees of City.
- 11.3. **Independent Contractor Status.** Under no circumstances shall WJ or its officers or employees look to the City as an employer. WJ shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on WJ's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and WJ specifically assumes the responsibility for making such a determination. When applicable, WJ shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 11.4. **Indemnification of CalPERS Determination.** If WJ or any officer, employee, agent, or subcontractor of WJ providing services under this MOU claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, WJ shall indemnify, defend, and hold harmless City for the

payment of any employee and/or employer contributions for CalPERS benefits on behalf of WJ or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

12. INDEMNIFICATION

- 12.1. **Definitions.** For purposes of this Section, "WJ" shall include WJ, its officers, employees, servants, agents, volunteers or subcontractors, or anyone directly or indirectly employed by either WJ or its subcontractors, in the performance of this MOU. "City" shall include City, its officers, agents, employees and volunteers.
- 12.2. **Mutual Indemnification.** To the fullest extent permitted by law, WJ shall indemnify, hold harmless, and defend City from and against all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with WJ's negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of WJ or failure to comply with any provision in this MOU. Likewise, to the fullest extent permitted by law, City shall indemnify, hold harmless, and defend WJ from and against all claims, losses, costs, or expenses for any personal injury or property damage arising out of or in connection with City's negligence, recklessness, or willful misconduct or other wrongful acts, errors, or omissions of City or failure to comply with any provision in this MOU.
- 12.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. WJ shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Likewise, City shall not be required to indemnify WJ for such loss or damage as is caused by the sole active negligence or willful misconduct of WJ.
- 12.4. **Attorney Fees.** Such costs and expenses shall include reasonable attorney' fees for counsel satisfactory to the indemnified party, expert fees, and all other costs and fees of litigation.
- 12.5. **Waiver of Statutory Immunity.** The obligations of WJ under this Section are not limited by the provisions of any workers' compensation act or similar act. WJ expressly waives its statutory immunity under such statutes or laws as to City.
- 12.6. **Indemnification by Subcontractors.** WJ agrees to obtain executed indemnity MOUs with provisions identical to those set forth in this Section from every subcontractor engaged in the activities identified in the Scope of Activities of this MOU on WJ's behalf.
- 12.7. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this MOU. WJ's

indemnification obligations apply whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

13. INSURANCE

- 13.1. **Insurance Required.** WJ shall maintain insurance as described in this Section and shall require all its subcontractors, WJs, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of WJ. Any requirement for insurance to be maintained after completion of the work shall survive this MOU.
- 13.2. **Documentation of Insurance.** City will not execute this MOU until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to WJ's activities beginning shall not waive WJ's obligation to provide them. WJ shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Animal shelter services.
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this MOU.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 13.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:
 - General Liability:

•	General Aggregate:	\$2,000,000
•	Products Comp/Op Aggregate	\$2,000,000
•	Each Occurrence	\$1,000,000
•	Fire Damage (any one fire)	\$ 50,000
•	Medical Expense (any 1 person)	\$ 5,000

- Automobile Liability
 - Any vehicle, combined single limit \$100,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this MOU, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

- 13.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 13.5. **Worker's Compensation Insurance.** WJ is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and WJ will comply with such provisions, if applicable, before commencing activities under this MOU. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California. WJ warrants that it has no employees pursuant to the Acknowledgement of No Worker's Compensation Insurance and Release attached hereto as Exhibit C and incorporated by this reference.
- 13.6. **Automobile Liability Insurance.** Covered vehicles shall include owned, if any, nonowned, and hired automobiles and trucks.
- 13.7. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis, the Retroactive Date must be shown and must be before the date of this MOU or the beginning of work under this MOU. Claims-Made Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after termination of this MOU. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this MOU, the WJ must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work under this MOU.
- 13.8. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees must be endorsed as additional insureds for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the WJ. WJ's insurance policies shall be primary as respects any claims related to or as the result of the WJ's activities. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, officers, agents, employees, volunteers, or WJs shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the WJ's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 13.9. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the termination of this MOU and the WJ does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the WJ under this MOU. Failure of the WJ to maintain the insurance required by this MOU, or to comply with any of the requirements of this Section, shall constitute a material breach of this MOU.

- 13.10. **Notices.** WJ shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. WJ shall provide no less than 30 days' notice of any cancellation or material change to policies required by this MOU. WJ shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks before expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Grass Valley, Attn: City Clerk, 125 East Main Street, Grass Valley, CA 95945.
- 13.11. **WJ's Insurance Primary.** The insurance provided by WJ, including all endorsements, shall be primary to any coverage available to City for occurrences involving WJ, its officers, agents, or volunteers acting in connection with the activities under this MOU. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of WJ's insurance and shall not contribute with it.
- 13.12. **Waiver of Subrogation.** WJ hereby waives all rights of subrogation against the City. WJ shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 13.13. **Report of Claims to City.** WJ shall report to the City, in addition to the WJ's insurer, all insurance claims submitted to WJ's insurer in connection with the activities under this MOU.
- 13.14. **Premium Payments and Deductibles.** WJ must disclose all deductibles and self-insured retention amounts to the City. The City may require the WJ to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts before execution of this MOU.
 - City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this MOU. WJ shall be responsible for all premiums and deductibles in all of WJ's insurance policies.
- 13.15. **Duty to Defend and Indemnify.** The Parties's duties to defend and indemnify one another under this MOU shall not be limited by the foregoing insurance requirements and shall survive the expiration of this MOU or its early termination.

14. MUTUAL COOPERATION

14.1. **City Cooperation in Performance.** City shall provide WJ with all pertinent data, documents and other requested information as are reasonably available for the proper performance of WJ's engagement in the Scope of Activities under this MOU.

14.2. **WJ Cooperation in Defense of Claims.** If any claim or action is brought against City relating to WJ's engagement in the Scope of Activities under this MOU, WJ shall render any reasonable assistance that City may require in the defense of that claim or action.

15. NOTICES

Any notices, bills, invoices, or reports required by this MOU shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during WJ's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Brian Blakemore City of Grass Valley Police Department 129 South Auburn Street Grass Valley, CA 95945 Telephone: (530) 477-4611 Facsimile: (530) 274-4329

With courtesy copy to:

Michael G. Colantuono, Esq. Grass Valley City Attorney Colantuono, Highsmith & Whatley, PC 420 Sierra College Drive, Suite 140 Grass Valley, CA 95945

Telephone: (530) 432-7357 Facsimile: (530) 432-7356

If to WJ:

Alexandra Maloney Wayward Journey P.O. Box 2116 Grass Valley, CA 95945

Telephone: (714) 345-8472

16. SURVIVING COVENANTS

The Parties agree that the covenants contained in Section 11.4 (Indemnification of CalPERS Determination), Section 12 (Indemnification), Section 13.7 (Claims-Made Policies), Section 14.2 (WJ Cooperation in Defense of Claims), and Section 19.1 (Confidentiality) of this MOU shall survive the expiration or termination of this MOU.

17. TERMINATION

17.1. **City Termination.** City may terminate this MOU for any reason upon five calendar days' written notice to WJ. WJ agrees to cease all activities under this MOU on or before the effective date of any notice of termination. WJ shall return all City data, documents, objects, materials or other tangible City property to City upon the termination or expiration of this MOU.

- 17.2. **WJ Termination.** WJ may terminate this MOU for any reason upon five calendar days' written notice to City time to procure replacement services. WJ shall return all City data, documents, objects, materials or other tangible City property to City upon the termination or expiration of this MOU.
- 17.3. **Remedies.** Each Party retains all available legal and equitable remedies for the other Party's breach of this MOU.

18. INTERPRETATION OF MOU

- 18.1. **Governing Law.** This MOU shall be governed and construed in accordance with the laws of the State of California.
- 18.2. **Integration of Exhibits.** All documents referenced as exhibits in this MOU are hereby incorporated into this MOU. In the event of any material discrepancy between the provisions of this MOU and its exhibits, the provisions of this MOU shall prevail. This instrument contains the entire MOU between City and WJ with respect to the transactions contemplated herein. No other prior oral or written MOUs are binding upon the parties. Amendments hereto or deviations from this MOU shall be effective and binding only if made in writing and executed by City and WJ.
- 18.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience of reference to this MOU. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall govern in the construction of this MOU.
- 18.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.5. **Severability.** If any term or provision of this MOU or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this MOU, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this MOU shall be valid and be enforced to the fullest extent permitted by law.
- 18.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this MOU. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

19. GENERAL PROVISIONS

- 19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by WJ to engage in the Scope of Activities under this MOU are deemed confidential and WJ shall not disclose them without prior written consent by the MOU Administrator. City shall grant such consent if disclosure is legally required. WJ shall return all City data to City upon the termination or expiration of this MOU.
- 19.2. **Conflicts of Interest.** WJ maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for WJ, to solicit or secure this MOU. Further, WJ warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for WJ, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this MOU. WJ further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest under the Political Reform Act with the City's Filing Officer if required under state law because of the engagement in the Scope of Activities. For breach or violation of this warranty, City shall have the right to rescind this MOU without liability. No City Councilmember, officer, or employee of City, during the term of his or her service to City, shall have any direct interest in this MOU, or obtain any present or anticipated material benefit arising from it.
- 19.3. **Multiple Phased Projects.** Pursuant to Government Code section 1097.6, WJ's activities under this MOU shall not include preparing or assisting City with any portion of City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with City. City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. WJ's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. WJ shall cooperate with City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by WJ, if any, pursuant to this MOU.
- 19.4. **Non-assignment.** WJ shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this MOU to any party other than WJ.
- 19.5. **Binding on Successors.** This MOU shall be binding on the successors and permitted assigns of the parties.
- 19.6. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties under this MOU.
- 19.7. **Non-Discrimination.** In the event WJ hires employees, WJ shall not discriminate against any employee or applicant for employment because of race, sex (including

pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation or any other unlawful basis. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. In the event WJ hires employees, WJ shall post this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.

- 19.8. **Waiver.** No provision, covenant, or condition of this MOU shall be deemed to have been waived by City or WJ unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or WJ of any breach of any provision, covenant, or condition of this MOU shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 19.9. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by either party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all such other rights, powers or remedies.
- 19.10. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this MOU, the prevailing party shall be entitled to an award of reasonable and actual attorneys' fees and costs expended in the action.
- 19.11. **Venue.** The venue for any litigation shall be Nevada County, California and WJ hereby consents to jurisdiction there for purposes of resolving any dispute or enforcing any obligation arising under this MOU.
- 19.12. **Counterparts; Electronic Signatures**. This MOU may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signature Page Follows]

TO EFFECTUATE THIS MOU, the Parties have caused their duly authorized representatives to execute this MOU on the dates set forth below.

[Two signatures are required to bind a corporation]

"City"	"WJ"
City of Grass Valley	Wayward Journey
By:	By:
Tim Kiser	Printed:
City Manager	Title:
Date:	Date:
	By:
	Printed:
	Title:
	Date:
Attest:	
B _V	
By: Taylor Whittingslow, City Clerk	
Date:	
Approved as to form:	
By:	
Date:	

EXHIBIT A SCOPE OF ACTIVITIES

City Activities

- A. Janitorial All janitorial cleaning will be done by City staff and City volunteers.
- B. Animal Husbandry City is responsible for all of the animal husbandry at the Shelter which includes all of the feeding and cleaning appropriate to all animal species housed at the Shelter.
- C. Animal Intake City is responsible for animal intake, including initial health assessment of all animals; Bordetella, DAPP, and general dewormer vaccinations for dogs, and; FVRCP and dewormer vaccinations for cats.
- D. Medical City staff will administer medical protocols in consultation with a veterinarian to all animals within the Shelter, and will be responsible for the medical costs associated with intake and continuing care including all vaccinations, dewormer, and microchips for all cats and dogs, and spay or neuter for all animals. City staff will administer medical care as part of their normal Shelter animal husbandry tasks.
- E. Information Technology City will be responsible for all repair and maintenance of information technology equipment and software used at the Shelter and in connection with Shelter activities, but shall not be responsible for repair, maintenance, or replacement of equipment used solely by WJ. This includes phones, computers, and hardware associated with the operation of this equipment. WJ shall not download any programs on equipment which is connected to the City's computer network without the approval of the City's IT Coordinator or their designee. In the event that WJ downloads unapproved programs or fails to comply with the City's technology maintenance and replacement standards, the City may deny access to the City's computer network and may terminate any obligation under this paragraph.
- F. Facility Maintenance City will provide repair and maintenance of the Shelter through City's Facilities Maintenance unit. This includes, but is not limited to, the structure (both interior and exterior), water systems, and HVAC systems.
- G. City Front Counter City will staff the Animal Services front counter as appropriately determined during the open hours of the Shelter. City responsibilities will include but not be limited to: dog licensing, stray animal intake and return, owner relinquishment of animals, and inquiries from the public regarding Animal Services operations.
- H. Pet Point Data Management System City will maintain the Pet Point Data Management System at the Shelter. WJ will have limited access to the use of this system.
- Adoptions City will be responsible for administering and processing all adoptions that occur out of the Shelter. WJ may run promotions and specials to keep adoptions at a constant flow. WJ may advertise the animals available for adoption or foster in the

- Shelter. Advertisements and promotions may include posters, flyers, and electronic communications, among other avenues for publicity.
- J. Euthanasia Except for animals that are irremediably suffering from a serious illness or severe injury per, or otherwise covered by, California Food and Agriculture Code section 17006, City is responsible for destroying animals that City and WJ deem unadoptable after complying with the statutorily required minimum holding period. Except for animals that are irremediably suffering from a serious illness or severe injury per, or otherwise covered by, California Food and Agriculture Code section 17006, City will give WJ at least two (2) weeks notice prior to the planned destruction of an animal in order to give WJ and other animal rescue organizations an opportunity to discuss euthanasia with the City and/or request release of the animal to WJ or another animal rescue organization pursuant to California Food and Agriculture Code section 31108(b). With WJ's consent, City may advance the planned destruction of an animal prior to the fulfillment of the 2 week period.
- K. Animal Control Duties City will be responsible for all animal control related services, procedures, and outcomes.
- L. Compliance with State Law City Shelter staff will be responsible for being familiar with, complying with, and implementing state laws applicable to public animal shelters, including but not limited to California Food and Agriculture Code Division 14, relating to the regulation and licensing of dogs; Division 14.5, relating to the regulation of cats; and Division 14.8, relating to animal facilities and shelters.

WJ Activities

- A. Medical WJ may, at its discretion, identify animals for which WJ will cover the costs of medical care by directly paying the medical provider. This may include medical care provided during intake, as continuing care, or by veterinary specialists (e.g., cardiologists, ophthalmologists, etc.), or any other type of veterinary care. Animals will be selected for medical coverage depending on various factors, including the animal's need and WJ's budget. When WJ selects an animal for which WJ will cover medical costs, WJ will notify Shelter staff in writing which animals WJ has selected for medical cost coverage and which of the animal's costs WJ will cover.
- B. Animal Foster Program WJ is responsible for all the needs, excluding food and medical care administered upon intake, of animals that WJ places into a foster program outside of the Shelter. If the City or WJ receives an animal that is too young, frail, or a nursing mother, or has any other ailment or issue that shelter living does not accommodate well, WJ may find temporary foster care for that animal until it is ready to be housed in the Shelter.
- C. Humane Education Program WJ may provide humane education programs on and off the Shelter site, including but not limited to tours, field trips, summer camps, seminars, and in-class presentations. WJ must seek and receive City approval prior to holding any program at the Shelter site.

- D. Dog Training WJ may work directly with positive reinforcement dog trainers to provide structure and training for the dogs awaiting permanent homes. WJ may also provide opportunities for training for dogs adopted through WJ.
- E. Troubleshooting WJ may provide trouble-shooting services to anyone looking to relinquish an animal within and outside of the City's jurisdiction, with the intent of keeping the animals in their homes, rather than relinquishing them to the Shelter.
- F. Pet Pantry WJ may, at its sole expense, run a Pet Pantry Program, providing free pet food to community members who cannot otherwise afford to feed their animals. WJ may work directly with the City to ensure proper food storage and distribution.
- G. Special Events WJ may host special events on an ongoing basis throughout each year. WJ anticipates that most of these events will be at off-site locations and will not utilize Shelter space with the exception of storage. WJ shall provide the City with advance written notice and request City approval prior to planning and execution of any event that will be held at the Shelter.
- H. Fundraising WJ will consistently work to raise funds for the organization. Fundraising may include but is not limited to mailings, special events, merchandise sales, donation requests, holiday appeals, etc.
- I. Volunteer Program WJ will hold responsibility for its volunteers on site and off site while on their volunteer shift. Volunteers have approval from the City to provide services for Shelter animals including but not limited to dog walking, cat socialization, and taking Shelter animals to events. Volunteers may also support the Shelter with administrative tasks at the front counter, transporting Shelter animals, and other services. Volunteers that will be in and around the shelter are to be approved by both WJ and City. WJ will provide notice in writing to the City's MOU Administrator of volunteers seeking approval. City must endeavor to notify WJ of City's decision to approve or deny each volunteer within thirty (30) days of receiving WJ's written notice. City must not unreasonably withhold volunteer approval.

EXHIBIT B

Volunteer Liability Waiver

This Volunteer Liability Waiver (Waiver) is by and between Wayward Journey (WJ) and its Volunteers and includes the following terms:

- 1. Waiver and Release. I hereby release and forever discharge and hold harmless Wayward Journey and the City of Grass Valley and their successors and assigns, affiliates and adoption partners (collectively referred to as "Animal Shelter") from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which may arise from volunteer work with the Animal Shelter. I understand and acknowledge that this Waiver discharges the Animal Shelter from any liability or claim that I may have against the Animal Shelter with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation in Wayward Journey's volunteer programs. I also understand that the Animal Shelter does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage.
- Insurance. I expressly waive any claim for compensation or liability on the part of the Animal Shelter for my medical expenses. I realize and am aware that my own health insurance coverage will provide for any necessary medical treatment or care. I further understand that I am not covered under California State Worker's Compensation Laws.
- 3. Transportation. When driving a vehicle to perform volunteer services for the Animal Shelter, I agree to maintain at least the State-required minimum amounts of automobile insurance on my vehicle and to indemnify and hold the Animal Shelter harmless from any claims arising from and/or related in any way to any Animal Shelter animal's presence in my vehicle.
- 4. Medical Treatment. I release and forever discharge the Animal Shelter from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time with the Animal Shelter.
- 5. Assumption of the Risk. I understand that time volunteering with Wayward Journey may include activities that may result in injury. I understand I will be working with and/or around animals with unknown and unpredictable characters and dispositions. I expressly

and specifically assume the risk of injury or harm in all activities undertaken as a part of my volunteer responsibilities and release the Animal Shelter from all liability for injury, illness, death, or property damage resulting from my activities undertaken in the capacity of volunteer with Wayward Journey. I understand that working with animals presents some risks, and that there are possibilities of injury that may result from contact with animals, such as scratches, bites, and allergic reactions, which may occur when performing volunteer services.

- 6. Photographic Release. Wayward Journey volunteers hereby grant the Animal Shelter, and the photographer, permission to use my likeness in a photograph or video in any publication, digital and print, and without payment of any kind. I grant and convey unto the Animal Shelter all right, title and interest in any and all photographic images and video or audio recordings made by or for the Animal Shelter during my work with the Animal Shelter, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 7. **Vaccinations.** I understand that Wayward Journey specially recommends that all volunteers maintain current tetanus vaccinations if they will be handling animals and that I have been encouraged to consult a physician to decide whether or not to be vaccinated against tetanus.
- 8. Other. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of California. This Waiver shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

Signature:		
Printed Name:	Date:	

Volunteer Code of Conduct

WAYWARD JOURNEY is dedicated to rescuing and improving the condition of animals through fostering, volunteering, education, fundraising and other means. In my capacity as a WAYWARD JOURNEY volunteer, I agree to follow this Volunteer Code of Conduct to ensure the efficient operation of WAYWARD JOURNEY and to benefit and protect the volunteers, animals and WAYWARD JOURNEY as an entity. I also agree to:

- Support WAYWARD JOURNEY's mission, goals and efforts with a positive attitude.
- Approach my volunteer responsibilities with professionalism.
- Promote goodwill by handling communication (written, face-to-face, verbal, electronic, etc.) with the City of Grass Valley Animal Shelter staff, WAYWARD JOURNEY board members, officers, other volunteers and the public in a spirit of courtesy, respect and cooperation.
- Deal fairly with all people I encounter while engaged in WAYWARD JOURNEY activities regardless of age, gender, race, ethnicity, national origin or citizenship, religion, sexual orientation, marital status, military or veteran status, handicap or disability.
- Respect and protect all WAYWARD JOURNEY property, supplies, equipment or assets.
- Abide by rules and regulations of any facility and/or location where WAYWARD JOURNEY is present and operating and respect the facility's property. Observe all health and safety rules for both people and animals, and report to my volunteer job physically and mentally fit for duty.
- Comply with city, county, state and federal statutes and ordinances.
- Serve as a WAYWARD JOURNEY media spokesperson only when authorized by WAYWARD JOURNEY's President or Executive Director.
- Maintain and safeguard the confidentiality of businesses, donors, employees, volunteers, members of the public and animals by protecting information and records collected and/or kept by WAYWARD JOURNEY and agencies working with WAYWARD JOURNEY.
- Preserve the confidentiality of information relating to the operation of WAYWARD JOURNEY that is not known or readily accessible to the public.
- Contact WAYWARD JOURNEY's President or Executive Director with questions or concerns about WAYWARD JOURNEY's procedures, interpersonal communications or my volunteer responsibilities.

If I am accepted as a WAYWARD JOURNEY volunteer, I agree to comply with all of the rules, agreements, and protocols which may be established from time to time by

WAYWARD JOURNEY. I understand that failure to comply with the rules, agreements, and protocols may result in my termination as a volunteer.

I understand and agree that if accepted as a volunteer, all services performed by me will be performed on a strictly voluntary basis, and that I will receive no remuneration, pay or compensation of any kind, that I will not be an employee of WAYWARD JOURNEY or the City of Grass Valley, nor otherwise derive any benefits normally available to employees of WAYWARD JOURNEY or the City of Grass Valley.

I have read the Volunteer Code of Conduct and the WAYWARD JOURNEY Waiver of Liability in its entirety and I agree to the terms and conditions.

I agree that my electronic signature is the legal equivalent of my handwritten signature on this document.

Signature:	
Printed Name:	Date:

EXHIBIT C

ACKNOWLEDGMENT OF NO WORKERS' COMPENSATION INSURANCE AND RELEASE

WAYWARD JOURNEY, a California non-profit public benefit corporation, ("Organization") agrees, represents and warrants as follows:

- 1. That the Organization has entered into a Memorandum of Understanding ("MOU") with the City of Grass Valley ("City") for the provisions of certain animal shelter activities. A condition of the MOU is the provision, by Organization, of workers' compensation insurance for the Organization's employees while carrying out the animal shelter activities under the MOU.
- 2. That neither the Organization nor any of its officers, directors or principals shall ever use, retain, employ or obtain the assistance of any person hired by the Organization as an employee while engaged in animal shelter activities under the MOU.
- 3. That because the Organization shall not retain employees for engaging in animal shelter activities under the MOU, the Organization does not intend to secure workers' compensation insurance.
- 4. That if at any time during its engagement in animal shelter activities under the MOU, the Organization employs an employee to perform any or all of Organization's responsibilities, the Organization shall, in writing, immediately notify the City of such employment, and with such notification, the Organization shall supply to the City satisfactory evidence of workers' compensation insurance.
- 5. That the Organization and each of its officers, directors, principals and/or owners indemnify, release and hold the City harmless from any and all injuries, damages, costs, attorneys fees, expenses and liabilities of any sort caused to persons or property arising out of or related to Organization's failure to comply with the terms of this Exhibit C, Acknowledgement and Release.
- 6. That the undersigned are authorized to make this agreement and warranty on behalf of themselves and the Organization.
 - 7. That the undersigned personally guarantee the obligations contained hereinabove.

[Signature page follows]

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

ORGANIZATION Wayward Journey	
By:	Dated:
Printed:	_
Title:	_
By:	Dated:
Printed:	_
Title:	



City of Grass Valley City Council Agenda Action Sheet

<u>Title</u>: Budget Adjustment to Flexibly Staff the Deputy City Manager I/II Position

CEQA: Not a Project

Recommendation: That the City Council 1) approve a budget adjustment to provide flexibility in staffing the Deputy City Manager I/II position, increasing appropriations by \$40,000, 2) approve the adjustment funding through the Sewer and Water Enterprise Funds, 3) approve adding the Deputy City Manager I/II to the allotted/authorized City positions; 3) review the proposed agreements (including Appendix A) for the Deputy City Manager I/II position; 4) authorize the City Manager to execute the Deputy City Manager I/II agreement subject to legal review; and 5) authorize the Finance Director to make any necessary budget adjustments and/or amendments to complete these actions.

Prepared by: Tim Kiser, City Manager

Council Meeting Date: 04/22/2025 Date Prepared: 04/17/2025

Agenda: Consent

<u>Background Information</u>: The Deputy City Manager I/II classification was originally established to provide the City with a flexible staffing structure that supports succession planning, promotes internal growth, and allows for adaptability as the City's operational and organizational needs evolve. This dual-level classification enables the City Manager to align responsibilities and compensation with an individual's experience, performance, and development trajectory, ensuring consistency with City policies and goals.

This position plays a critical leadership role in supporting enterprise fund operations, particularly in the areas of infrastructure planning, capital improvement coordination, regulatory compliance, and interdepartmental project management. These functions are essential to the long-term performance and sustainability of both the Sewer and Water Enterprise Funds.

To maintain the City's ability to recruit or promote at either the Deputy City Manager I or II level, staff recommends increasing the personnel budget by \$40,000. This adjustment accounts for salary and benefit differences between the two levels and ensures the City remains competitive in attracting and retaining highly qualified candidates.

Item # 6.

Given the substantial involvement of this role in enterprise-funded projects, staff recommends splitting the budget adjustment equally between the Sewer and Water Enterprise Funds, with each contributing \$20,000.

Finally, this budget action corrects a previous oversight that listed only the "Deputy City Manager I" title, rather than the flexibly staffed "Deputy City Manager I/II" classification as originally outlined in the job description and staff report. Approval of this recommendation will formally recognize the full scope of the classification and allow the City Manager to advance an employee through the levels as they meet performance expectations.

<u>Council Goals/Objectives</u>: This item executes portions of work tasks towards achieving/maintaining the Strategic Plan - High Performance Government & Quality Service and Productive and Efficient Workforce.

<u>Fiscal Impact</u>: The Sewer and Water Enterprise Funds have sufficient funds for this action and respective allocation ongoing annually.

Funds Available: Yes Account #: 500-701 & 210-801

Reviewed by: City Manager

Attachments:

- Draft Contract
- Original Job Description



Deputy City Manager I/II (Flexibly Staffed)

Department: City Administration FLSA Status: Exempt

Reports To: City Manager Unit: Contract (At Will)

SUMMARY OF JOB PURPOSE Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

This is a single position with two classification levels (Deputy Director I/II) based on job experience and education that acts with a high degree of independence of action. This position plays a crucial role in assisting the City Manager in overseeing the efficient operation of municipal services and will serve as the primary custodian of official city records. This position requires strong organizational, leadership, and communication skills, as well as a comprehensive understanding of municipal governance.

DISTINGUISHING CHARACTERISTICS

Under the direction of the City Manager, assists in planning, organizing, and directing assigned activities and operations of the City; coordinates activities among and with other departments; provide staff assistance to the City Manager and City Council; represents City Manager with City Staff, community organizations, other agencies, and the public; provide direct oversight for Front Counter activities, City Hall Online Technology, Risk Management, Insurance Claims, and other assigned programs; serve as the City Clerk and perform all duties in accordance with the Job Description for City Clerk and performs other job related work as required.

This position is designated as management for Labor Relations purposes and is considered exempt under the Fair Labor Standards Act (FLSA).

Deputy City Manager I: Serves as the City Clerk and performs all duties and responsibilities of the City Clerk's job description and as defined in the Municipal Code. This position serves as a member of the City executive team with responsibilities for establishing and overseeing programs and policies that affect multiple departments and the City as a whole; has responsibility for all written and other types of presentations to the City Council and other commissions, boards and policy adopting bodies; demonstrates professional competence while working as a team member and exercises independent judgment in a number of confidential and sensitive areas; duties and



Deputy City Manager I/II (Flexibly Staffed)

responsibilities are performed in accordance with municipal codes, ordinances, City policy, federal, and state regulating entities.

Deputy City Manager II: All duties defined under Deputy City Manager I and may act as City Manager in his/her absence. Deputy City Manager II shall also exercise supervision over entire departments assigned by the City Manager.

This is a full-time, salaried, executive-level position in the City Manager's Department. The Deputy City Manager I/II serves at the pleasure of the City Manager on a contract basis (at will), and receives administrative direction from the City Manager.

DISTINGUISHING CHARACTERISTICS

The Deputy City Manager I/II is a Department Head level class responsible for the overall operation of the City's Front Counter activities, City Clerk Duties, City Hall Online Technology, Risk Management, and Insurance Claims. The Deputy City Manager II is distinguished from Deputy City Manager I by having additional experience and overseeing entire Departments as assigned by the City Manager. This classification is distinguished from the next higher class of City Manager in that the latter has overall responsibility for administering all of the City's operations.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager. Exercises direct and indirect supervision over departments, divisions, management, professional, technical and office support personnel.

ESSENTIAL FUNCTIONS The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Deputy City Manager I, Typical Duties

- 1. Responsible for all duties and responsibilities of the City 's Job Description
- Assist the City Manager in developing, planning, implementing, and administering Citywide goals and objectives, as well as policies and procedures necessary to provide City services:
- 3. Plans, organizes, assigns, directs, reviews and evaluates the activities, operations, and staff assigned.



Deputy City Manager I/II (Flexibly Staffed)

- 4. Conduct comprehensive management analyses related to municipal policies, organization, and procedures.
- 5. Provide staff assistance to the City Council, committees, commissions, and the City Manager.
- 6. Respond to citizen complaints or requests for information.
- 7. Supervise risk management functions, including liability programs.
- 8. Coordinate safety programs and oversee insurance claims.
- 9. Direct the development of information technology and work with Department Heads to develop policies and procedures.
- 10. Advocate for and oversee coordination of existing City services.
- 11. Develop, plan, and implement departmental goals and objectives.

Deputy City Manager II, Typical Duties

- 12. Represent the City Manager at meetings, make presentations, and act as the City Manager when required.
- 13. Confers with and provides professional assistance to City staff members on City matters.
- 14. Works with the City Manager on City policy, appropriate service, and staffing levels; allocates resources accordingly.
- 15. Plans, directs and coordinates, through subordinate managers, the department's work plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility.
- 16. Participates in various professional organizations, and serves on various boards, commissions and committees; attends civic and other community organizations to explain and promote the activities and functions of the department and to establish favorable public relations.
- 17. Stays abreast of legislation, new trends and innovations in the areas of responsibility.
- 18. Responds to difficult or sensitive complaints and requests for information from the public, news media (subject to City Manager approval) and City staff.
- 19. Attends and makes presentations at council, interagency, committee and other meetings and conferences.
- 20. Directs, prepares, and oversees the preparation of a wide variety of reports and presentations to the City Council, City Executive Team and outside agencies; reviews press releases and materials for dissemination to the media and public.
- 21. Provides high level research, analysis and recommendations to the City Manager,



Deputy City Manager I/II (Flexibly Staffed)

Planning Commission and/or City Council on matters relating to policy development, strategies, management planning, project management, departmental, intergovernmental and community problems.

- 22. Works with community organizations citizen groups in developing and implementing programs to achieve City priorities and solve problems in areas of assignment.
- 23. Prepares and reviews City Council and/or Planning Commission agenda reports, follows up on policy concerns prior to meetings.
- 24. Plans, directs, coordinates and implements Code Compliance actions; assigns work activities, projects and programs; reviews and evaluates work products, methods and procedures; meets with staff to identify and resolve problems, may take the lead in managing more complex code enforcement cases.
- 25. Ability to manage multiple State and Federal grants.
- 26. Ability to manage consultants that provide specific service to the City.
- 27. Maintains a physical presence in the office which is necessary to perform essential services.

KNOWLEDGE, SKILLS AND ABILITIES: The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

<u>Deputy City Manager I should have basic knowledge, skills, and abilities where a Deputy City Manager II should have actual experience and advanced knowledge, skills, and abilities.</u>

Knowledge of:

- 1. Administrative principles and methods, including goal setting, program and budget development, implementation and control, personnel management and supervision.
- 2. City organization and functions; pertinent local, State, and Federal laws, ordinances, and rules.
- 3. Principles and practices of program development and administration.
- 4. Practices of contract negotiation, preparation, and administration.
- 5. Principles and practices of computer-based project management and project scheduling.
- 6. Principles and practices of leadership, team building, and conflict resolution.
- 7. Various Grants
- 8. Methods and techniques of marketing, advertising, media relations, and public relations.
- 9. English usage, spelling, grammar and punctuation.



Deputy City Manager I/II (Flexibly Staffed)

- 10. Modern office practices and technology including personal computer hardware and software.
- 11. Principles and practices of risk management, information technology, and service provision to the homeless.
- 12. Municipal risks, liabilities, and insurance coverages.
- 13. Organizational management practices.
- 14. Principles of public program administration and relevant laws and regulations.
- 15. Modern methods of records management and safe work practices.

Ability to:

- 16. Plan, organize, assign, direct, review, and evaluate the activities, operations, and staff.
- 17. Select, train, motivate, and evaluate staff.
- 18. Develop, implement, and interpret goals, objectives, policies, procedures, and work standards.
- 19. Analyze complex problems, evaluate alternatives, and make sound recommendations related to City activities.
- 20. Analyze various City department support needs and ensure prompt and efficient delivery of service, materials, and supplies.
- 21. Interpret, apply, and ensure project compliance with applicable federal, state, and local policies, procedures, laws, regulations, codes, and ordinances.
- 22. Negotiate and administer service contracts.
- 23. Use and apply principles and practices of budget preparation, financial principles, and administration.
- 24. Prepare clear, concise, and accurate reports, correspondence, and other written materials including bids and financial information.
- 25. Establish maintain and foster positive and harmonious working relationships with those contacted in the course of work.
- 26. Use tact, initiative, prudence, and independent judgment within general policy, procedural and legal guidelines.
- 27. Use computer technology and applications in the performance of daily activities.
- 28. Meet the physical requirements to safely and effectively perform assigned duties.
- 29. Organize, implement, and supervise departmental goals and City objectives.
- 30. Interpret and apply policies, laws, and regulations.
- 31. Prepare complex reports and documents.
- 32. Analyze problems, identify solutions, and implement recommendations.
- 33. Effectively negotiate solutions and contracts.
- 34. Plan, organize, direct, and supervise the work of staff.



Deputy City Manager I/II (Flexibly Staffed)

- 35. Make presentations and represent the City in public forums.
- 36. Use computer programs effectively and communicate clearly.

Minimum Qualifications:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Deputy City Manager I (Minimum Qualifications)

- 1. Three years of increasingly responsible administrative and managerial experience in a public agency, including two years of City Clerk experience.
- 2. Equivalent to an associate's degree from an accredited college or university with major course work in public or business administration, or a closely related field AND at least two (2) years of management experience.
- 3. Have a Certified Municipal Clerk Certificate (CMC) thru the International institute of Municipal Clerks (IIMC) is highly desirable.

Deputy City Manager II (Minimum Qualifications)

- 1. Equivalent to a bachelor's degree from an accredited college or university with major course work in public or business administration, or a closely related field AND five (5) years of progressively responsible as a City Clerk or similar government position, including at least four (4) years of management experience.
- 2. A Master's Degree in public administration, business administration, urban or regional planning, engineering, or a closely related field is desirable.

GENERAL QUALIFICATIONS

License Requirements

A valid California Class C driver license or higher is required at the time of appointment. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.

Physical Requirements

Incumbents appointed to this class must have the mobility to work in a standard office or



Deputy City Manager I/II (Flexibly Staffed)

field environment, use standard office equipment and attend off-site meetings; intermittently operate a motor vehicle on surface streets with occasional exposure to weather conditions, and construction and traffic hazards; mobility to traverse uneven terrain, periodically standing, stooping, bending, climbing and kneeling to perform fieldwork; intermittently sit at desk for long periods of time; lift light to moderately heavy weights; vision to read handwritten and printed materials and a computer screen; hearing and speech to communicate in person and by telephone; manual dexterity to operate small equipment, tools and standard office equipment and supplies, and to manipulate both single sheets of paper and large document holders (binders, manuals, etc.).

Working Conditions

Employees work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances, and in the field and are occasionally exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, substantial heights, vibration, confined workspaces, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures. The incumbent may be required to work various shifts on evenings, weekends and holidays, and participate in after-hours on-call assignments.

GENERAL

The City reserves the right to revise or change classification duties and responsibilities as the need arises. This description does not constitute a written or implied contract of employment.

I have read and understand the contents of this job description, and I have received a copy of this job description for my records.

Print Name:	
Signature:	Date:
Adopted:	
Revised:	

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF GRASS VALLEY AND TAYLOR WHITTINGSLOW

Deputy City Manager I/II

1. Effective Date

This Agreement shall become effective when it has been executed by "Director", hereinafter referred to as "Deputy City Manager I/II" or Employee, and the City Manager, as duly approved by Resolution of the City Council, has executed it.

2. Term of Employment

Deputy City Manager I/II shall serve at the pleasure of the City Manager and on an "at will" basis during the term of this Agreement, subject to the terms and provisions of this Agreement as set forth below.

3. Duties; Hours of Work

- A. Deputy City Manager I/II shall perform those functions and duties as specified in job classification and by direction of the City Manager. Deputy City Manager I/II shall perform such duties in accordance with the highest professional and ethical standards of the Deputy City Manager I/II position. Deputy City Manager I/II shall not engage in any activity that is, or which may become, incompatible with the City of Grass Valley, as provided by federal, state, and local law. During the term of this Agreement, Deputy City Manager I/II shall be exclusively employed by the City, unless prior written authorization otherwise is received from the City Manager.
- B. Deputy City Manager I/II shall maintain a regular work schedule consistent with that approved for other-Directors of the City. Deputy City Manager I/II's duties may involve expenditures in time in excess of eight (8) hours per day and/or forty (40) hours per week and may also include time outside normal office hours such as attendance at City Council and Commission meetings. Deputy City Manager I/II shall not be entitled to additional compensation for this time.

4. Compensation

- A. Deputy City Manager I/II shall receive an annual base salary of \$150,000.00, payable in equal bi-weekly payments to be made at the same time as other employees are paid.
- B. Deputy City Manager I/II's compensation shall be reviewed with the City Manager at least annually in connection with the annual review or at any other times as may be determined by the City Manager. Compensation may be increased as determined by the City Manager within the salary range (Compensation and Benefits Appendix A) for the Deputy City Manager I/II.
- C. Salary may be reduced in the event Deputy City Manager I/II receives an unsatisfactory evaluation, either at the annual evaluation or at any additional evaluation completed by the City Manager. Compensation may be reduced as determined by the City Manager within the salary range (Compensation and Benefits Appendix A) for the Deputy City Manager I/II.

D. As consideration for the annual opportunity to be considered for increased compensation pursuant to sub-paragraph B above, Employee specifically waives any right to a 4/5 vote of the City Council prior to removal from his or her position, as may be provided under City Charter Article IX, Section 2. Employee acknowledges that the City Manager the appointing authority and may also remove Employee from this position without action of the City Council.

5. Health Insurance

The City shall pay the full premium for health insurance for the Deputy City Manager I/II, including their dependents, for health coverage (medical, dental, and vision) benefit options as provided to other employees.

Employees waiving medical insurance coverage shall receive two hundred fifty dollars (\$250) per month less the costs of any elected dental or vision insurance per month. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum once per month and shall be considered taxable compensation; however, such compensation is not PERSable.

6. Annual Leave

Deputy City Manager I/II shall receive vacation benefits equal to those of Department Heads, as set forth in the "Compensation and Benefits - Appendix A". Deputy City Manager I/II may cash out up to four weeks of Annual Leave and/or vacation each Calendar Year upon City Manager's prior approval and consistent with Internal Revenue Service rules governing constructive receipt. Vacation and/or Annual Leave time cashed out pursuant to this provision shall be subtracted from the accumulated Vacation and/or Annual Leave balances when paid.

7. Retirement

Employees designated as local public safety (Police) "classic" employees by the City are currently provided retirement benefits under the Public Employee's Retirement System's Local Safety (Police) 3% at age 50 formula with a 9% employee contribution. Employees are also provided retirement benefits under Social Security.

"Classic" public safety (Police) designated employees will pay a pre-tax contribution for retirement for the employee share under CalPERS retirement plan of 9%. The employee shall pay the full amount of the employee's contribution rate to Social Security.

Employees designated as local public safety (Fire) "classic" employees by the City are provided retirement benefits under the Public Employees Retirement System's (PERS) Local Public Safety (Fire) 3% at 55 formula. Employees are also provided retirement benefits under Social Security.

"Classic" public safety (Fire) designated employees will pay a pre-tax contribution for retirement for the employee share under CalPERS retirement plan of 9%. The employee shall pay the full amount of the employee's contribution rate to Social Security.

New public safety employees hired after January 1, 2013 or "Non Classic" public safety (Fire or Police) designated employees, 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. The employee contribution rate shall be 50 percent of the "normal cost" rounded to the nearest quarter of 1 percent, as determined by PERS.

Miscellaneous employees who are considered "classic" members by PERS will be responsible for paying the full employee contribution to the California Employees Retirement System, which is currently 8%. Miscellaneous employees who are considered "new" members by PERS will be responsible for paying 50 percent of the "normal cost" pursuant to the Pension Reform Act of 2013. The employee shall pay the full amount of the employee's contribution rate to Social Security.

8. Deferred Compensation

Subsequent to the first year of employment under this contract, City will deposit to Deputy City Manager I/II's deferred compensation account via bi-weekly payroll a performance bonus contribution of up to \$4,000 annually.

The City's contribution amount shall be based upon job performance and be dependent upon receipt of Deputy City Manager I/II's performance evaluation. The City's contribution amount shall be determined in the sole discretion of the City Manager and may be less than \$4,000.

In the event this agreement terminates or is not renewed, Deputy City Manager I/II shall be entitled to retain the amount of deferred compensation accumulated as of the date of termination or non-renewal.

After such time as Deputy City Manager I/II resigns or is terminated, City shall transfer ownership of any deferred amount on deposit in a deferred compensation plan to succeeding employers upon Deputy City Manager I/II's written request.

9. Annual Performance Evaluation

The City Manager and/or their designee shall evaluate Deputy City Manager I/II's performance at least once annually. The City Manager and Deputy City Manager I/II shall annually develop mutually agreeable performance goals and criteria which the City Manager shall use in reviewing Deputy City Manager I/II's performance in the following year. It shall be Deputy City Manager I/II's responsibility to initiate this review each year.

10. Indemnification

City shall defend, hold harmless and indemnify Deputy City Manager I/II against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Deputy City Manager I/II's employment to the extent required by Government Code Sections

825 and 995. Notwithstanding anything to the contrary in this section, pursuant to Government Code Section 53243.1, if the City provides funds for the legal criminal defense of Employee, any funds provided for that purpose shall be fully reimbursed by Employee to the City if Employee is convicted of a crime involving an abuse of office or position. Employee recognizes that City shall have the right to compromise and settle all actions or proceedings in which City is providing Employee a defense, even if Employee objects to such compromise or settlement.

11. Other Terms and Conditions of Employment

- A. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Deputy City Manager I/II, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Grass Valley Charter or Municipal Code, or other applicable law.
- В. The provisions of the City's Civil Service Rules and Regulations ("Rules") shall apply to Deputy City Manager I/II to the extent they explicitly apply to the position of Deputy City Manager I/II, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon Deputy City Manager I/II a property right in his or her employment or a right to be discharged only upon cause. Deputy City Manager I/II is not a member of the competitive/ classified service and is an "at will" employee serving at the pleasure of the City Manager and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement. The provisions of Article IX, Section 2, requiring a 4/5 vote of the City Council to remove a Department Head do not apply to this Agreement and are specifically waived by Employee as provided in Section 4(D) of this Agreement. Notwithstanding any other provision of this Agreement, Deputy City Manager I/II shall not violate any policy prohibiting discrimination, harassment, retaliation, workplace violence, or other similar misconduct as set forth in the Rules and in federal, state law, and local law.
- C. Deputy City Manager I/II shall be exempt from paid overtime compensation.

12. Termination

- A. Deputy City Manager I/II is not part of the competitive (classified) service and therefore is an "at will" employee. As an "at will" employee, Deputy City Manager I/II may be terminated by the City Manager with or without cause, without right of appeal, and without advance notice or City Council action.
- B. If Deputy City Manager I/II is terminated by the City Manager without cause, Deputy City Manager I/II after termination will be entitled to up to three months of severance pay at Deputy City Manager I/II 's base salary rate plus payment in a lump sum of the following: 1) 100% of any accrued, but unused Personal Leave and vacation leave, if any; and 2) 50% of the value of unused sick leave, if applicable, to the extent not used for PERS Service Credit, if any. Deputy City Manager I/II shall be entitled to severance pay under this subsection only upon execution of a claim waiver and release of liability. Severance pay, if any, shall be paid monthly until Employee is gainfully employed or the 3-month limit has

been reached, whichever is less. Employee shall provide notification of gainful employment to City immediately upon commencing such employment if such employment commences within three months of Employee's termination from City. Notwithstanding anything to the contrary in this subsection, pursuant to Government Code Section 53243.2, if the Agreement is terminated, any cash settlement related to the termination that Employee may receive from City shall be fully reimbursed to City if Employee is convicted of a crime involving an abuse of his or her office or position.

- C. If Deputy City Manager I/II is terminated by the City for cause, Deputy City Manager I/II is not entitled to any severance pay whether or not advance notice of termination is provided; however, payment for accrued, unused Personal Leave, sick leave and/or vacation leave, if applicable, shall be paid as provided in sub-paragraph B above. If Deputy City Manager I/II is terminated for cause, Deputy City Manager I/II must be given notice of the cause and supporting evidence. Deputy City Manager I/II is entitled to meet with the City Manager at which time Deputy City Manager I/II may reply orally and/or in writing to the cause and supporting evidence. The meeting is not an evidentiary hearing. There is no right to appeal the City Manager's decision. The City Manager's decision is final, and nothing in this subsection shall be deemed to impose a "for cause" requirement to terminate Employee's employment with City. The specification of causes for termination below is solely for the purpose of determining whether Employee is entitled to severance pay. For purposes of this Agreement, the term "for cause" shall include, but is not limited to, any of the following:
 - (a) use of alcohol or drugs that impedes performance of duties;
 - (b) conviction of a felony or misdemeanor involving moral turpitude (a plea or verdict of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose);
 - (c) a proven claim of either sexual harassment or abuse of employees in violation of law or adopted City policy;
 - (d) failure to maintain licenses and professional certifications required of the Deputy City Manager I/II by the job description;
 - (e) willful and repeated failure to carry out the lawful directives or policy decisions of the City Council; or
 - (f) willful abandonment of the position or continued and unexcused absence from duty.
- D. Deputy City Manager I/II may voluntarily terminate his or her employment, by resignation or retirement or some other similar manner, upon at least one-month notice. In this circumstance, Deputy City Manager I/II is not entitled to any severance pay.
- E. In the event an Employee dies while employed by the City, his/her beneficiary or those entitled to his/her estate shall be paid for any earned salary and any in lieu payments for personal leave and any banked vacation or sick leave at the rates established in this Agreement to which the Employee is entitled as of the final day on City payroll. City may request appropriate documentation to ensure such persons are beneficiaries or otherwise entitled to participate in Employee's estate.

13. Compliance With Law

This Agreement is subject to all applicable provisions of federal, state, and local laws, including the Grass Valley Municipal Code, except for the application of specific provisions of the City Charter which are waived as set forth herein.

14. General Provisions

- A. This Agreement constitutes the entire agreement between the parties. City and Deputy City Manager I/II hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.
- B. If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the reminder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.
- C. Any notice to City pursuant to this Agreement shall be given in writing, either by personal service or by registered or certified mail, postage prepaid, addressed as follows:

Tim Kiser, City Manager City of Grass Valley 125 East Main Street Grass Valley, CA 95945

Any notice to Deputy City Manager I/II shall be given in a like manner, and, if mailed, shall be addressed to Deputy City Manager I/II at the address shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally, or (b) on the second (2nd) calendar day after mailing, if mailed.

- D. If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party in that action shall be entitled to reasonable and actual attorneys' fees and costs with respect to the prosecution or defense of the action.
- **E.** A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver and either party shall be free to enforce any term or condition of this Agreement with or without notice to the other notwithstanding any prior waiver of that term or condition.

15. Amendments

This represents the entire agreement between the parties. Amendments to this agreement may be made at such times as approved by the City Manager and Deputy City Manager I/II and shall be in writing.

Dated:	
·	Tim Kiser, City Manager
Dated:	
	Taylor Whittingslow, Deputy City Manager I/II
Approved as to form:	
Dated:	
	Michael G. Colantuono, City Attorney

Appendix A - Compensation and Benefits

Life Insurance and Long-Term Disability, EAP, Retiree Health Plan, other Benefits, and Special Provisions

A. EMPLOYEE CONTRIBUTIONS

Employee contributions towards health benefits are on a pre-tax basis and subject to IRS rules.

B. LIFE INSURANCE

The City shall provide term Life insurance benefits for the Employee, without cost to the Employee, of 1.5 times their annual salary up to two hundred thousand dollars (\$200,000) for the Employee, five thousand dollars (\$5,000) for the Employee's spouse and fifteen hundred dollars (\$1,500) for eligible dependent children without cost to the employee.

C. SHORT TERM/LONG TERM DISABILITY INSURANCE

Short Term – There is no short-term disability coverage however employee may elect to pay into State Disability Insurance (SDI) at no cost to the City, or they may use any leave bank to cover short term disability exceeding 10 workdays and with a doctor's note.

Long Term - The City shall provide without cost to the Employee an income protection insurance program that shall insure an Employee's income to a maximum of sixty-six and two thirds percent (66 2/3%) of monthly earnings with a ceiling of six thousand dollars (\$6,000) in calculated base. Conditions of coverage shall be controlled by the master agreement with the insurance company.

D. EMPLOYEE ASSISTANCE PROGRAM

The City has an established Employee Assistance Program. This program provides confidential counseling help for employees and their families. The Employee Assistance program provides for up to 3 visits.

E. RETIREE HEALTH PLAN BENEFIT

Employees who become subject to this Plan, who retire from the City in good standing, who have at least ten years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$500 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

Appendix A - Compensation and Benefits

If the Employee so desires, his/her spouse may be added at the additional cost difference of the Employee plus one and the Employee pays the difference. If the Employee retiree selects a health plan that costs less than the City's contribution, they will not be eligible to receive the cash difference. All premium contributions must be received one month in advance and it is the responsibility of the Employee retiree to ensure that the City receives payment. Failure to pay the retiree's contribution in a timely manner (i.e., within 30 days of due date) will result in the loss of the benefit.

Employees waiving health care coverage shall receive two hundred fifty dollars (\$250) per month less the cost of any elected dental or vision insurance per month until eligible for Medicare or is hired and has healthcare coverage available from the new employment. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum per month.

Personal Leave

The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave and personal leave situations.

Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 328 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.

No Employee may carry a balance of more than 520 hours of their Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below 520 hours. Employees may convert up to 160 hours of accrued Personal Leave to salary compensation once each year. Personal Leave conversion of a maximum of 160 hours to salary must be submitted by December 20th of each year. 100% of Personal Leave hours in excess of the maximum accrual amount may be converted to banked PERS service credit in accordance with CalPERS regulations.

Employees who become subject to this Plan after July 1, 2011, must convert all accumulated Vacation Leave, Sick Leave to "Personal Leave". Those hours of Sick Leave or Vacation Leave combined in excess of 520 hours will be placed in a Sick Leave and Vacation Leave bank account to be utilized by the Employee, or paid out upon separation from service as set forth herein, or converted to banked PERS service credit in accordance with CalPERS regulations. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave. (For example, if an employee is compensated for 450 hours of sick leave at the 50% rate, the uncompensated 225 hours would go to PERS service credit as allowed by PERS.)

Employees will accrue Personal Leave time at the following rates:

Item # 6.

Appendix A - Compensation and Benefits

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

After 2 plus years of city service, credit for prior public service may be included for purposes of calculating annual time subject to the City Manager approval. Prior public service shall be similar in nature to the duties being performed by the Employee for City to be eligible for this benefit.

Certifications

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City of Grass Valley or any governmental agency to obtain and maintain as a condition of employment.

Holidays

Employees are entitled to 12 paid holidays as listed below. Recognized Holidays shall include:

New Year's Eve

Presidents Day

Martin Luther King Day

Memorial Day

The Day After Thanksgiving

The Day After Thanksgiving

July 4thChristmas EveLabor DayChristmas Day

A paid holiday is equivalent to eight hours, for a total of 96 hours per year. Holiday hours are accrued outside of Personal Leave, must be used within the calendar year accrued. Unused holiday hours may not be carried over into any subsequent calendar year or "cashed out."

Special Provisions

A. PUBLIC SAFETY ALLOWANCE

The Police Chief, Deputy Police Chief, and Fire Chief shall be provided a uniform and cleaning allowance. The amount of the benefit will be the same as established under Unit 6 for the Police Chief & Deputy Police Chief and under Unit 8 for the Fire Chief.

Appendix A - Compensation and Benefits

The Police Chief & Deputy Police Chief shall receive an annual stipend of \$1,000 for attending community events.

B. VEHICLE ALLOWANCE

The Police Chief, Deputy Police Chief, Fire Chief and Public Works Director shall be provided a vehicle. Other Employees may be granted a car allowance subject to the City Manager's approval and in accordance with City adopted policies. Employees will have access to City "Pool" vehicles for conducting City business or will be eligible for mileage reimbursement for personal vehicle use when conducting City business in accordance with City adopted policies.

C. TRAINING/MEMBERSHIPS

Employees shall be entitled to training, travel, workshops, and professional memberships, for the purpose of personal growth and enrichment subject to the annual amounts budgeted each year in the respective department for this purpose. City agrees to reimburse Employee for reasonable expenses for training, travel, workshops and professional memberships which have been authorized by the City Budget and approved in advance by the City Manager. Employee must submit expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

All Employees will be members of the California Public Employees Retirement System as provided by the terms of the contracts between the City of Grass Valley and the California Public Employees Retirement System.

Appendix A - Compensation and Benefits

Salary Schedule

	Salary Schedule					
Position	Annual Salary					
		Min		Mid		Max
Administrative Services Director	\$	139,107.94	\$	169,938.80	\$	200,769.66
Deputy Administrative Services						
Director	\$	132,628.24	\$	156,660.48	\$	180.692.72
City Clerk	\$	86,941.63	\$	102,520.72	\$	118,099.80
Deputy City Clerk/Management Services Analyst	\$	78,248.07	\$	92,268.95	\$	106,289.82
Services Analyst	7	70,240.07	7	32,200.33	7	100,203.02
Deputy City Manager I	\$	108,665.00	\$	126,446.04	\$	144,237.08
Deputy City Manager II	\$	139,107.94	\$	169,938.80	\$	200,769.66
City Engineer	\$	130,413.71	\$	159,686.70	\$	188,959.68
City Planner	\$	108,665.00	\$	126,446.04	\$	144,237.08
Community Development Director	\$	130,413.71	\$	159,686.70	\$	188,959.68
Community Risk Reduction Manager	\$	93,000.00	\$	108,500.00	\$	124,000.00
Finance Director	\$	130,413.71	\$	159,686.70	\$	188,959.68
Deputy Finance Director	\$	119,380.30	\$	146,187.92	\$	172,986.37
Fire Chief	\$	152,149.54	\$	185,317.09	\$	218,484.63
Police Chief	\$	159,478.26	\$	194,180.73	\$	228,883.20
Deputy Police Chief	\$	143,530.43	\$	176,535.74	\$	209,535.04
Public Works Director of Operations	\$	130,413.71	\$	159,686.70	\$	188,959.68
Utilities Director	\$	130,413.71	\$	159,686.70	\$	188,959.68
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City of Grass Valley City Council Agenda Action Sheet

<u>Title</u>: Letter of Support - Extension of the BioMAT Program

CEQA: Not a project

<u>Recommendation</u>: That the City Council authorize the Mayor to sign a letter of support urging Governor Gavin Newsom to extend and fully implement the BioMAT (Biomass Market Adjusting Tariff) Program, in alignment with state law and consistent with Grass Valley's wildfire mitigation, environmental, and economic goals.

Prepared by: Tim Kiser, City Manager

Council Meeting Date: 04/22/2025 Date Prepared: 04/18/2025

Agenda: Consent

<u>Background Information:</u> The BioMAT Program, established by Senate Bill 1122 (Rubio, 2012), mandates the procurement of 250 megawatts (MW) of firm, renewable energy from small-scale bioenergy facilities. These facilities play a critical role in wildfire mitigation, waste diversion, air quality improvement, and job creation, particularly in rural and forested communities.

To date, only 20% of the required procurement has occurred, and the California Public Utilities Commission (CPUC) has set a program sunset date of December 31, 2025. This contradicts both legislative intent and multiple state policy documents calling for full program implementation. A coalition of agencies and organizations—including the Bioenergy Association of California, the Association of California Water Agencies, the California Forestry Association, and the Rural County Representatives of California—is urging the Governor to direct the CPUC to comply with the legislative mandate and ensure the continuation of this critical program.

The BioMAT program is especially relevant to Grass Valley and the greater Sierra Nevada region for the following reasons:

- Wildfire Mitigation: BioMAT forest sector projects reduce fuel loads by processing excess woody biomass that would otherwise contribute to catastrophic wildfires or be open-burned. This directly supports regional forest health and public safety goals.
- Environmental Stewardship: The program reduces air and climate pollutants and contributes to carbon-negative emissions. It also helps protect water quality and supply—an ongoing concern for Grass Valley and its surrounding watershed.
- Energy Reliability: BioMAT provides firm, renewable energy, contributing to local and statewide energy resilience without the need for energy storage or

backup generation.

• **Economic Impact:** BioMAT projects create local, high-quality jobs and help build a circular economy, offering long-term economic benefits to rural and forested communities like ours.

Supporting the extension and full implementation of the BioMAT program aligns with Grass Valley's values and strategic objectives around wildfire safety, climate action, energy reliability, and sustainable economic development. Joining other rural and forested jurisdictions in signing this letter of support is an opportunity to advocate for policies that directly benefit our community.

<u>Council Goals/Objectives</u>: The execution of this action attempts to achieve the following Strategic Goals - Community and Sense of Place.

Fiscal Impact: No fiscal impact associated with this action.

Funds Available: N/A Account #: N/A

Reviewed by: City Manager

Attachments:

Coalition Letter to Governor Newsom (dated April 30, 2025)











April 30, 2025

The Honorable Gavin Newsom, Governor California State Capitol Sacramento, CA 95814

Re: Need to Extend BioMAT Program

Dear Governor Newsom:

We are writing on behalf of the undersigned agencies and organizations to urge you to extend the BioMAT program, a legislatively established program that requires procurement of 250 megawatts from new small-scale bioenergy projects. BioMAT projects provide firm renewable power while helping to mitigate wildfires, reduce landfill waste, cut air and climate pollution, protect water supply and quality, and create good jobs and the circular economy. Your *California Jobs First* plan highlights several BioMAT projects and two BioMAT projects have received Jobs First funding. Several of the state's climate, wildfire mitigation and air quality plans call for full implementation of BioMAT. State law also requires the BioMAT to be fully implemented, yet the CPUC has set a sunset date of December 31, 2025 while only 20 percent of the required megawatts have been procured. We urge you to direct the CPUC to fully implement the BioMAT program in compliance with state law and to provide the many benefits highlighted below.

1. BioMAT is Required by State Law.

The BioMAT program was established by SB 1122 (Rubio, 2012), which contains no end date or other offramps. The Legislature has revised the program several times, but at no time has it weakened the requirements of that law, set a program end date, or given the CPUC any grounds to end the program when only 50 of the 250 required megawatts have been procured to date.

2. BioMAT Provides Firm, Renewable Power Needed for Energy Reliability.

The BioMAT program provides firm, renewable power that is essential for energy reliability. The CEC has determined that California will need up to 15,000 megawatts of firm power for reliability and other studies estimate that the need will be even greater. The CPUC itself has set a procurement mandate of 1,000 megawatts of firm power and the state is far behind in meeting that requirement. If fully implemented, BioMAT could provide one-quarter of those required megawatts, helping to boost energy reliability.

3. BioMAT Projects Mitigate Wildfires that are Driving Rate Increases.

BioMAT projects in the forest sector help mitigate wildfires by providing a beneficial use of forest waste that would otherwise contribute to wildfires or be pile burned. Several of the state's wildfire and forest health plans have called for full implementation of the BioMAT program to help mitigate wildfires, including the *California Forest Carbon Plan* and the Board of Forestry's 2020 Biomass Utilization Plan. Not only do forest BioMAT projects protect public health and safety, but they also help to address the increasing impact of wildfires on electricity rates. According to the CPUC's recent affordability report (*CPUC Response to Executive Order N.5-24.*), wildfires are the single biggest driver of rate increases and forest BioMAT projects can help to mitigate wildfires.

4. BioMAT Projects Help Protect the Climate, Air and Water Quality.

California's resource and environmental agencies have long recognized the benefits of bioenergy for the climate, air quality, and water quality and supply. The *California Short-Lived Climate Pollutant Reduction Strategy* and the *California Forest Carbon Plan* call directly for BioMAT implementation. The *2022 Climate Change Scoping Plan* also calls for increased bioenergy as one of the biggest opportunities to generate carbon negative emissions. The Air Board's plan to phase out open burning of agricultural waste also calls for increased bioenergy. And the attached letter from the Association of California Water Agencies (ACWA) highlights the benefits to water quality and supply that BioMAT projects can provide.

5. BioMAT Projects Provide Good, Permanent Jobs and Build a Circular Economy.

Your recently released *California Jobs First* plan highlights three BioMAT projects that have received \$30 million in federal funding, most of which will have to be returned to the Federal Government if the BioMAT program is not extended. The Sierra Jobs First governing council has also awarded funding to two BioMAT projects. This recognition highlights the jobs and economic value of bioenergy projects. According to a recent report by the Clean Air Task Force, bioenergy provides more jobs than other renewables and a higher proportion of those jobs are permanent, high paying jobs that provide long-term benefits for families and communities and help to build a circular economy.

6. The CPUC's Own Report Shows that BioMAT Costs are Negligible.

The CPUC's recent affordability report makes clear that the BioMAT program – even if fully implemented – would result in less than negligible ratepayer costs. According to the CPUC report, BioMAT costs a few pennies per household per month compared to solar and wind power, even though BioMAT projects do not require backup generation or energy storage. If comparing BioMAT costs to other firm renewables, the added cost to ratepayers is nearly zero and more than offset by the direct ratepayer benefits of wildfire mitigation, generation of carbon negative emissions, reduction in air pollution, protection of hydropower and water supplies, and local job creation.

For all these reasons, the undersigned urge you to require the CPUC to fully implement the BioMAT program as required by state law.

Sincerely,

Nick Blair Association of California Water Agencies

Sarah Deslauriers California Association of Sanitation Districts

Matt Dias California Forestry Association

John Kennedy Rural County Representatives of California

Julia Levin Bioenergy Association of California



City of Grass Valley City Council Agenda Action Sheet

<u>Title</u>: Appeal Review of Hearing Officer's Decision - Denial of Tobacco Retail License

Renewal for Hot Spot Smoke Shop

CEQA: Not a project

<u>Recommendation</u>: That the City Council conduct a hearing to consider the appeal filed by Hot Spot Smoke Shop regarding the denial of its Tobacco Retail License renewal, and take appropriate action to uphold, modify, or overturn the Hearing Officer's decision.

Prepared by: Taylor Whittingslow, Deputy City Manager

Council Meeting Date: 04/22/2025 Date Prepared: 04/17/2025

<u>Agenda</u>: Administrative <u>Background Information</u>:

Hot Spot Smoke Shop, located at 440 Colfax Avenue, held a valid Tobacco Retail License (TRL) issued by the City of Grass Valley, which expired on February 11, 2025. The licensee failed to submit a timely and complete renewal application and was also found to be in violation of local and state tobacco laws during a compliance inspection. Based on these factors, the renewal of the license was denied on March 7th, 2025.

The business appealed the denial on March 12, 2025, and the matter was heard by a Hearing Officer pursuant to Grass Valley Municipal Code (GVMC) Section 5.56.140 on March 27th, 2025. The Hearing Officer issued a written decision denying the appeal on March 31, 2025.

On April 9th, 2025, the City Clerk received a timely request for City Council review under GVMC Section 5.56.160, along with the required appeal fee and the written appeal outlining the grounds for review. The matter has been scheduled for Council consideration within the required 30-day window.

SUMMARY OF HEARING OFFICER'S DECISION:

The Hearing Officer made the following Findings of Fact:

1. Hot Spot Smoke Shop's TRL expired on February 11, 2025.

- 2. The renewal of the application and fees were due by January 11, 2025.
- 3. The application was received on February 24, 2025, over 40 days late—and was incomplete.
- 4. The required late fee was not included.
- 5. A February 25, 2025, compliance check revealed illegal flavored vape products stored behind the sales counter in violation of:
 - GVMC Section 5.56.030(A) & (B)
 - California Health and Safety Code Section 104559.5(b)(1)

Conclusion:

The Hearing Officer concluded that the business failed to meet renewal deadlines and was actively violating tobacco laws, justifying the denial of the renewal. The appeal was denied, and the business was prohibited from continuing tobacco sales without a valid license.

APPELLANTS CLAIMS FOR REVIEW:

In a written appeal submitted by Raja Singh on behalf of Hot Spot Smoke Shop, the following points were raised:

1. Licensing Deadline Confusion:

- The appellant states they attempted to renew the license before February 11, 2025, but were told by a staff member that there was "about a month and a half" left on the license.
- Based on this guidance, they returned later, but after the renewal deadline had passed.
- They argue the late submission was unintentional and caused by miscommunication.

2. Unintentional Possession of Prohibited Products:

- The appellant states the flavored vape pens were purchased from a large wholesale distributor.
- o They were unaware that the products violated local or state law.
- Upon learning of the violation, they immediately disposed of all noncompliant items.

3. Alleged Errors in the Hearing Officer's Decision:

 The appellant asserts that the Hearing Officer did not fully consider the circumstances surrounding the late filing. They request leniency based on their corrective action and intent to comply with regulations in the future.

4. Request for Relief:

- The appellant requests that the City Council either overturn or modify the decision and permit license renewal.
- They assert that Hot Spot Smoke Shop is a responsible business committed to following all laws moving forward.

COUNCIL'S OPTIONS UNDER GVMC 5.56.160:

Pursuant to GVMC Section 5.56.160(B) and (C), the City Council may:

- 1. **Deny the appeal** and uphold the Hearing Officer's decision.
- 2. **Grant the appeal** and order the renewal of the license.
- 3. Modify the terms and impose conditions on the license.
- 4. **Reject the findings** and conduct a de novo hearing, allowing full reconsideration with or without new evidence.

The Council's determination must be accompanied by findings of fact and conclusions of law. These may incorporate the Hearing Officer's findings by reference.

<u>Council Goals/Objectives</u>: This item executes portions of work tasks towards achieving/maintaining the Strategic Plan - Productive and Efficient Workforce

Fiscal Impact: N/A

Funds Available: N/A Account #: N/A

Reviewed by: City Manager

Attachments:

- Non-Renewal Letter
- Notice of Determination (March 31, 2025)
- Hearing Officer's Written Decision
- Appellant's Written Request for Review
- GVMC Section 5.56.160



City of Grass Valley Police Department

"Dedication, Excellence and Partnerships"

Alexander K. Gammelgard Chief of Police

March 7, 2025

Hot Spot Smoke Shop Attn: Manjit Kay & Shah Ji, Inc. 440 Colfax Avenue Grass Valley, CA 95945

Notice of non-renewal

I have received your application for a renewal of your Tobacco Retail License dated February 24, 2025. I am denying your application under the authority of Grass Valley Municipal Code 5.56.070 for the following reasons:

- Late and Incomplete Application: Your Grass Valley Tobacco Retail License expired on February 11, 2025. Per GVMC 5.56.080 (C), your application for renewal was due with fees paid by January 11, 2025. However, your renewal application was not submitted until February 24, 2025. Per GVMC 5.56.080 (C1) & (C2), late submissions incur a late fee of 50% of the initial licensing fee and a signed affidavit as required in section. The late fee and affidavit were not submitted with the late application. In addition, the late application was not signed by the Owner/Applicant.
- Observed Violations: On February 25, 2025, a GVPD Officer arrived at your location to complete a compliance check and finalize the issuance process. While in your store, he witnessed Hot Spot Smoke Shop actively offering for sale illegal tobacco products (flavored vape pens) from a duffle bag hidden behind the sales counter. This was a violation of:
 - GVMC 5.56.030 (A)
 - GVMC 5.56.030 (B)
 - o California Health & Safety 104559.5(b)(1)

When confronted about the illegal activity, the employee lied, obstructed, and delayed the officer in an attempt to conceal the criminal behavior.

For these reasons, your application for renewal of your Tobacco Retail License is denied.

Steve Johnson

Deputy Chief of Police



CITY OF GRASS VALLEY

ADMINISTRATION

125 East Main Street Grass Valley, CA 95945 (530)274-4310 Council Membe

Item # 8.

Hilary Hodge, Mayor Haven Caravelli, Vice Mayor Jan Arbuckle Tom Ivy Joseph Bonomolo

April 1, 2025

Raja Sinsh 159 Joerschke Dr., Grass Valley, CA 95945

Subject: Notice of Decision for Appeal of Non-Renewal at Hot Spot Smoke Shop

Dear Mr. Sinsh,

Pursuant to Grass Valley Municipal Code Section 5.56.140, this letter serves as formal notice that the hearing officer has issued a written decision regarding your appeal concerning the denial of renewal of a tobacco retailer's license for Hot Spot Smoke Shop, located at 440 Colfax Ave. The decision has been filed with my office as of March 31st, 2025. A copy of the hearing officer's written decision is enclosed for your records.

Finality of Determination in accordance with Section 5.56.150:

• If this decision pertains to the denial of a renewal, suspension, or revocation of a tobacco retailer's license, it shall become final ten (10) days after service of this notice, unless a request for City Council review is filed within that period.

Right to Appeal; Under Section 5.56.160, you have the right to request a review by the City Council. To do so, you must file a written request with my office within ten (10) calendar days from the date of service of this notice. Your request must:

- 1. State in detail the reasons for your appeal and specify any errors alleged in the hearing officer's decision.
- 2. Include a copy of the hearing officer's decision.
- 3. Be accompanied by the required appeals processing fee, which is \$432.00.

Upon receipt of a valid request, a City Council review will be scheduled within thirty (30) calendar days, and you will be notified of the date and time at least ten (10) days in advance. The City Council may choose to uphold, modify, or overturn the hearing officer's decision, and their determination shall be final.

If you have any questions regarding this matter or the appeal process, please contact my office at 530-274-4716 or taylorw@cityofgrassvalley.com.

Sincerely,

Taylor Whittingslow, City Clerk

City of Grass Valley

Enclosure: Hearing Officer's Decision



CITY OF GRASS VALLEY

ADMINISTRATION

125 East Main Street Grass Valley, CA 95945 (530)274-4310 Council Membe Item # 8.

Hilary Hodge, Mayor Haven Caravelli, Vice Mayor Jan Arbuckle Tom Ivy Joseph Bonomolo

APPEAL HEARING OFFICER'S DECISION

Hot Spot Smoke Shop - Tobacco Retail License Renewal with City of Grass Valley

Hearing Date: March 27, 2025, at 1 pm Date of Decision: March 31, 2025

I. Introduction

This matter came before the Hearing Officer on appeal by Hot Spot Smoke Shop regarding the City of Grass Valley's denial of the renewal of its Tobacco Retail License (TRL). The appeal was heard pursuant to the City of Grass Valley Municipal Code and applicable state law.

II. Findings of Fact

- 1. Hot Spot Smoke Shop's Tobacco Retail License expired on February 11, 2025.
- 2. The renewal application and required fees were due by January 11, 2025, in accordance with the City of Grass Valley Municipal Code.
- 3. The renewal application was not received by the City until February 24, 2025, more than 40 days past the deadline.
- 4. The application submitted was incomplete and did not include the required late fee.
- 5. On February 25, 2025, a compliance check conducted by a Grass Valley Police Officer at Hot Spot Smoke Shop found illegal tobacco products (flavored vape pens) being offered for sale, and hidden behind the sales counter in a bag, in violation of:
 - o Grass Valley Municipal Code Section 5.56.030(A) & (B).
 - o California Health and Safety Code Section 104559.5(b)(1).

III. Analysis

The City of Grass Valley Municipal Code clearly outlines the requirements for submitting a timely and complete renewal application, along with the necessary fees, for a Tobacco Retail License renewal. Hot Spot Smoke Shop failed to comply with these requirements by not submitting the renewal application and fees as specified. Additionally, the applicant submitted a late and incomplete application without the required late fees. Furthermore, the discovery of illegal tobacco products during a compliance check constitutes a serious violation of both municipal and state law.

The attempted sale of prohibited tobacco products demonstrates a failure to comply with regulatory requirements and further justifies the denial of the license renewal. The City's licensing regulations are designed to protect public health and ensure responsible retail practices, which Hot Spot Smoke Shop failed to uphold.

IV. Decision

Based on the above findings and analysis, the appeal of Hot Spot Smoke Shop is DENIED. The denial is upheld on the grounds that:

- 1. The renewal application was not submitted by the required deadline.
- 2. The application submitted was incomplete and did not include the required late fee.
- 3. The business was found in possession of and offering for sale illegal tobacco products, in violation of local and state law.

Accordingly, Hot Spot Smoke Shop's Tobacco Retail License shall remain expired and will not be renewed. The business is prohibited from selling tobacco products within the City of Grass Valley without a valid license.

V. Conclusion

This decision is final unless an appeal is made pursuant to the City of Grass Valley's appeal procedures. The City reserves the right to take further enforcement action if additional violations are discovered.

Sincerely,

Tim Kiser City Manager

City of Grass Valley

Hot Spot Smoke Shop

Raja Sinsh 159 Joerschke Dr., Grass Valley, CA 95945

Formal Request for City Council Review of Tobacco Retailer's License

To: City Clerk, Grass Valley 125 East Main Street Grass Valley, CA 95945

Dear Ms. Whittingslow:

I, Raja Singh, respectfully submit this written appeal and request for City Council review of the Hearing Officer's decision dated March 31, 2025, which upheld the denial of Hot Spot Smoke Shop's Tobacco Retail License renewal. Enclosed is a copy of the Hearing Officer's decision, along with the required appeal processing fee of \$432.00.

1. Reasons for Appeal

1. Licensing Deadline Confusion

When I attempted to renew the license before its February 11, 2025 expiration, a staff member informed me that the store still had about a month and a half remaining on the current license. I was instructed to return later, closer to the expiration date. Unfortunately, by the time I returned, the filing deadline had already passed, leading to our renewal application being submitted late. Had we been informed accurately, we would have renewed on time and included all necessary fees.

2. Unintentional Possession of Illegal Products

Regarding the flavored vape pens discovered during the compliance check on February 25, 2025, we purchased these products from a large wholesale retailer and were unaware that they contained prohibited flavors. Once we became aware of their illegality, we immediately disposed of all remaining similar items. We sincerely regret this oversight and are committed to preventing such an incident in the future by carefully checking product labels and verifying compliance with all local and state regulations.

2. Alleged Errors in the Hearing Officer's Decision

- We believe the Hearing Officer's decision did not fully consider the staff member's guidance that contributed to our late filing. Our delay was not intentional; it was influenced by the misunderstanding that we had additional time before the license expired.
- While the presence of flavored vape pens is certainly a serious matter, we took swift corrective action by removing the products entirely upon learning of their prohibited status. We ask for leniency given our prompt compliance once informed.

3. Request for Relief

We respectfully request that the City Council overturn or modify the Hearing Officer's decision and allow us to renew our Tobacco Retailer's License. Hot Spot Smoke Shop has been a responsible business in Grass Valley, and we are committed to adhering to all regulations moving forward.

Thank you for your time and consideration. Please let me know if any additional documentation or information is required. I can be reached at (409) 991-4417 or by email at singhraja2005@yahoo.com.

Sincerely,

Signature
Raja Singh
Owner, Hot Spot Smoke Shop
440 Colfax Ave., Grass Valley, CA 95945

5.56.130 Appeals.

- A. An applicant for a tobacco retailer's license, or a licensee may file an appeal from the following:
 - 1. The denial of an initial application for, or application for renewal of, a tobacco retailer's license;
 - 2. The revocation or suspension of a tobacco retailer's license.
 - B. The appeal must be in writing on a form provided by the city, shall state the specific reasons for the appeal and the grounds asserted for relief, and be accompanied by a nonrefundable appeals processing fee set by city council resolution. The appeal shall be filed with the city clerk within ten calendar days of receipt of the notice providing the grounds for the appeal. The failure to file an appeal within the time or in the manner prescribed in this section, or to include the appeals processing fee, waives the right to appeal.
 - C. The appeals processing fee shall be set by resolution of the city council, as amended from time to time.

(Ord. No. 708, § II, 11-24-2009)

5.56.140 Hearing before hearing officer.

- A. Upon timely receipt of a written request for a hearing, the city clerk shall schedule a hearing which shall be held no later than thirty calendar days after receipt of the request for healing.
- B. The city clerk shall serve a notice of hearing on the licensee at least ten calendar days prior to the scheduled date of the hearing.
- C. The chief shall have the burden of proof during the hearing, and shall prove by a preponderance of the evidence that the violations leading to suspension or revocation, or denial of the application, exist.
- D. At the conclusion of the hearing, the hearing officer shall prepare a written decision which either grants or denies the appeal and contains findings of fact and conclusions of law. The written decision shall be filed with the city clerk not later than seven calendar days following the date on which the hearing is closed. The city clerk shall, within three days of the filing of such decision, serve the applicant or licensee with notice and copy of the written decision.
- E. The provisions of the California Administrative Procedure Act (Government Code § 11500 et seq.), and the formal rules of evidence do not apply at the hearing. Any and all evidence which the chief or hearing officer deems reliable, relevant and not unduly repetitious may be considered.

(Ord. No. 708, § II, 11-24-2009)

5.56.150 Finality of determination.

- A. With respect to appeals from the denial of an initial application for a tobacco retailer's license, the hearing officer's decision is final upon service of the hearing officer's decision on the appellant.
- B. With respect to an appeal from the denial of a renewal of a tobacco retailer's license, or from the revocation or suspension of a tobacco retailer's license, the hearing officer's decision is final ten days after service of the hearing officer's decision on the appellant, unless city council review is requested either by the chief or appellant.

(Ord. No. 708, § II, 11-24-2009)

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5.56.160 Request for review by city council.

- A. To request city council review of the hearing officer's decision, the applicant for a license, license holder, or chief shall file a written request with the city clerk within ten days following the date of service of the hearing officer's decision. The request for review shall state in detail the reasons for review and the error alleged in the hearing officer's decision, and include a copy of the hearing officer's decision attached to the request for review, and an appeals processing fee as set by city council resolution.
- B. Upon receipt of a request for review by city council, the city clerk shall schedule city council review not later than thirty calendar days following the date of filing of the notice of appeal. The city clerk shall provide notice of the time and date of the hearing to the appellant at least ten days in advance. The city council shall be authorized to deny the introduction of evidence and decide the matter after oral argument presented during the hearing, to admit supplementary evidence with respect to challenges or particular findings, or reject the findings and conclusions and conduct a de novo hearing. The determination by the city council granting or denying the appeal shall be final and shall be accompanied by findings of fact and conclusions of law, which may consist of an adoption by reference of those by the hearing officer.
- C. The city council is authorized to order the issuance or renewal of a license, may order the revocation of the license, suspend the license or order the license to remain in effect upon such terms and conditions as in the discretion of the city council are necessary and appropriate.

(Ord. No. 708, § II, 11-24-2009)

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