



GRASS VALLEY

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

Tuesday, August 23, 2022 at 7:00 PM

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

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

E-Mail: info@cityofgrassvalley.com

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

MEETING NOTICE

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

This meeting is being broadcast "live" on Comcast Channel 17 by Nevada County Media, on the internet at www.cityofgrassvalley.com, or on the City of Grass Valley YouTube channel at <https://www.youtube.com/channel/UCdAaL-uwDN8iTz8bI7SCuPQ>.

Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to public@cityofgrassvalley.com. 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.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

REPORT OUT OF CLOSED SESSION

INTRODUCTIONS AND PRESENTATIONS

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

CONSENT ITEMS - *All matters listed under the Consent Calendar are to be considered routine by the City Council and/or Grass Valley Redevelopment Agency and will be enacted by one motion in the form listed. There will be no separate discussion of these items unless, before the City Council and/or Grass Valley Redevelopment Agency votes on the motion to adopt, members of the Council and/or Agency, staff or the public request specific items to be removed from the Consent Calendar for separate discussion and action but Council action is required to do so (roll call vote). Unless the Council removes an item from the Consent Calendar for separate discussion, public comments are invited as to the consent calendar as a whole and limited to three minutes per person.*

1. Approval of the Regular Meeting Minutes of August 9, 2022

Recommendation: Council approve minutes as submitted.

2. Approval of the Special Closed Door Meeting Minutes of August 5, 2022.

Recommendation: Council approve minutes as submitted.

3. Assembly Bill 361 Resolution

Recommendation: Adopt resolution R2022-70 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

4. Local Emergency Proclamation (COVID-19)

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

5. Local Emergency Proclamation (Drought Conditions)

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

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

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

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

Recommendation: Adopt Resolution No. 2022-69 approving the revised Labor Memorandum of Understanding for a one-year period beginning July 1, 2022 through June 30, 2023 between the City of Grass Valley and the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1).

8. Public Works purchase of Sewer Easement Machine at a Total Cost of \$56,523.93

Recommendation: Council to authorize the Utilities Director to purchase a PipeHunter sewer easement machine from Texas Underground Inc.

9. Appointment of Independent Auditor for Fiscal Years 2021-22 and 2022-23

Recommendation: 1) Authorize the City Manager to execute an addendum to the contract with Smith & Newell, CPAs for independent audit services for the City for Fiscal Years 2021-22 and 2022-23, subject to final legal review 2) Authorize the Finance / Administrative Services Director to make any necessary budget adjustments / transfers; and 3) Approve Smith & Newell, CPAs as a sole-source contractor.

10. 2022 Annual Measure E Street Rehabilitation Project - Authorization to Award Contract

Recommendation: That Council 1) award a contract for the 2022 Annual Measure E Street Rehabilitation Project to JV Lucas Paving 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.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

11. Planning Commission Recommendation of Development Code Amendments.

Recommendation: The Planning Commission Recommends that the City Council approved the Development Code Amendments, as presented, or as modified by the City Council, which includes the following actions: 1) Determine the project Statutorily Exempt, as the appropriate level of environmental review, in accordance with the California Environmental Quality Act (CEQA) and Guidelines; 2) Hold the first reading of an Ordinance Approving the Development Code Amendments as presented by title only; and, 3) Adopt Findings of Fact for the Development Code Amendments as presented.

ADMINISTRATIVE

BRIEF REPORTS BY COUNCIL MEMBERS

ADJOURN

POSTING NOTICE

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, August 23, 2022 at 7:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Thursday, August 18, 2022.

Taylor Day, Deputy City Clerk



GRASS VALLEY

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

Tuesday, August 09, 2022 at 7:00 PM

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

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

E-Mail: info@cityofgrassvalley.com

Web Site: www.cityofgrassvalley.com

MINUTES

CALL TO ORDER

Meeting Called to order at 7:02 pm.

PLEDGE OF ALLEGIANCE

Mayor Aguilar led the pledge of allegiance.

ROLL CALL

PRESENT

Council Member Bob Branstrom

Council Member Hilary Hodge

Council Member Tom Ivy

Vice Mayor Jan Arbuckle

Mayor Ben Aguilar

AGENDA APPROVAL -

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

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

REPORT OUT OF CLOSED SESSION

No closed session.

INTRODUCTIONS AND PRESENTATIONS

1. California Department of Insurance services and Safer from Wildfires (Interagency Wildfire Mitigation Partnership) Presentation

PUBLIC COMMENT -

Public comment in person: Brenda Jo English

Virtual comments attached

CONSENT ITEMS -

Motion made to approve consent by Vice Mayor Arbuckle, Seconded by Council Member Branstrom.

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

2. Approval of the Regular Meeting Minutes of July 26, 2022.

Recommendation: Council approve minutes as submitted.

3. Assembly Bill 361 Resolution

Recommendation: Adopt resolution R2022-68 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

4. Local Emergency Proclamation (COVID-19)

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

5. Local Emergency Proclamation (Drought Conditions)

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

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

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

7. Appointment of City Councilmembers and Staff to Boards and Commissions

Recommendation: Approve Mayor Aguilar's recommendation appointment of Councilmembers and Staff to various Boards and Commissions.

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

8. Public hearing to consider a cost report for both administrative fines and abatement costs and placement of those costs and unpaid administrative fines on the tax roll for 905 W. Main Street.

Recommendation: Adopt Resolution 2022-67 that imposes a special assessment on the tax roll for Assessor's Parcel Number 029-010-009 for abatement costs and unpaid administrative fines and requests the Nevada County Auditor-Controller collect that assessment for the City.

Tom Last, Community Development Director, gave presentation to the council.

Virtual comment attached.

Motion made to adopt Resolution 2022-67 that imposes a special assessment on the tax roll for Assessor's Parcel Number 029-010-009 for abatement costs and unpaid administrative fines and requests the Nevada County Auditor-Controller collect that assessment for the City by Council Member Hodge, Seconded by Vice Mayor Arbuckle.

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

ADMINISTRATIVE

9. Continuation of Consideration for a School Resource Officer agreement with the Grass Valley School District

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

Alex Gammelgard, Police Chief, gave presentation to the council.

Public comments from: Brenda Jo English and Lisa Lowe

Virtual comments attached.

Motion made to approve the agreement between the Grass Valley School District and the Grass Valley Police Department to provide School Resource Officer services by Vice Mayor Arbuckle, Seconded by Council Member Branstrom.

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

10. Fire Department Response in Nevada County.

Recommendation: That Council 1) Receive a brief overview of fire department response models within Nevada County and 2) provide direction to staff for additional reviews of fire department response models, mutual support with partner agencies, resilience of services within Nevada County, and potential future challenges.

Mark Buttron, Fire Chief, gave presentation to the council.

Public comment: Brenda Jo

Virtual attached.

Council gave staff the directions to bring back a more in-depth plan of how to handle the response problem for the City of Grass Valley, and look at hosting a meeting with all districts to have a conversation.

BRIEF REPORTS BY COUNCIL MEMBERS

Council Member Ivy had nothing to report. Councilmember Branstrom went to the Saint Josephs Cultural Center open house, Thursday night market, Downtown Merchant meeting regarding the county wide sales tax and a Board of Supervisors meeting about the proposed county wide sales tax. Councilmember Hodge installed a water drip system to conserve water, and her mother got a new puppy. Vice Mayor Arbuckle attended the NCTC TSC

meeting, National League of Leaders conference, REAL meeting, Mine Wine and Dine dinner, the National Night out, a Patsy Cline on off Broadway show, a Downtown Merchant meeting, and a Board of Supervisors Meeting. She will be attended the opening of the fair and National League of Women summer conference. Mayor Aguilar also attended the Mine Wine and Dine dinner, National Night Out, a Board of Supervisors meeting, and will be attending the opening of the fair grounds.

ADJOURN

Meeting adjourned at 8:55 pm.

Ben Aguilar, Mayor

Taylor Day, Deputy City Clerk

Taylor Day

From: [REDACTED]
Sent: Monday, August 1, 2022 10:45 AM
To: Public Comments
Subject: Voice Mail (1 minute and 41 seconds)
Attachments: audio.mp3

Yeah. Hi. My name is George Cruz. I live at 13624 N Bellevue Dr Grass Valley. Yeah, I do have a comment. First of all, I just read the fact that the you guys are trying to raise the sales tax in our area because of fire. I think what needs to be done before all this because I don't agree with the sales tax because we've already been taxed not that long ago. I think that needs to be done as maybe you guys need to build less stuff up here. We don't need to support more homes, more people in a area where we don't have the ability to even support the houses that are up here. We have fire danger. We all know that our environment has changed. Don't know that. But yet the greed is big. I do not agree with what's going on up here. I've watched this place change from a decent community and to damage. Just look at Roseville. I've seen Roseville when it was just a hog town. It's being destroyed. The environment, the air around there. And it's just like going down South. So if this is what you guys want with the greed and stuff, be my guest. But you're destroying our area. And I'm tired of listening to environmentalists talk about how we got to do this and that and our garbage. We can't even handle the garbage in this community right now. Your mccourtney landfill was a disaster. All right, that's my comment. Thank you. Goodbye.

You received a voice mail from [+15302729141](#).

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[Set Up Voice Mail](#)

Taylor Day

From: joshua mcintosh [REDACTED]
Sent: Friday, August 5, 2022 10:35 AM
To: Public Comments
Cc: Gracejeanmcintosh
Subject: Police attention needed on Brooks Rd traffic speeding, drug traffic

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

Grass Valley city council,
I live at 14086 Brooks rd Grass Valley and I'm having concerns about traffic speeding and drug traffic in my neighborhood. I have reported these concerns to GVPD and CHP but still have not seen any presents in our neighborhood.

The speed limit is posted at 15 miles per hour and we routinely have people driver 40 MPH or above. We walk that road daily and we have to jump out of the way of cars every time we are out so we don't get hit.

We are also seeing more questionable activity with homeless parking overnight, cars be left on the road, needles on the ground, littering, and more aggressive interactions with people passing threw or just sitting in the neighborhood.

We have reached out to Police and CHP without getting a response and would like city council to step in and get some law enforcement to the area. We would also like city council to consider getting speed bumps installed to address the high speeds before there is an accident that may have consequences that can't be undone.

I will be attending the next City counsel meeting on 8/9/22 and would appreciate if you could spend a few minutes addressing my concerns.

Thank you,
Joshua McIntosh
925-285-0220
14086 Brooks Rd.

Taylor Day

From: WIRELESS CALLER [REDACTED]
Sent: Tuesday, August 9, 2022 8:21 PM
To: Public Comments
Subject: Voice Mail (1 minute and 5 seconds)
Attachments: audio.mp3

Hi, this is Matthew Coulter commenting on the fire response. At the Board of Supervisors meeting today. There was a discussion by someone from Chicago Park about the Chicago Park Fire Department also closing due to financing just referred to in Chicago Park. Think Pike has some things going on. So yeah, that we can extend farther and farther out. There's a new car accident out of Hanson Brothers, which is now Grass Valley 's area of expertise. We're running out of ambulances every day, too, and that seems to be a problem. I know that's not part of the Grass Valley system, but I think you guys need to be aware of that, then upgrade that system in some way shape or form so we're not constantly running out of ambulances every day. It's pretty disturbing to hear that from the scanner that I listen to all the time and post on my page. Concerned Citizen, just Google, Concerned Citizen, Nevada County. That should come up on Facebook. Have a good night.

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Taylor Day

From: WIRELESS CALLER [REDACTED]
Sent: Tuesday, August 9, 2022 7:55 PM
To: Public Comments
Subject: Voice Mail (1 minute and 6 seconds)
Attachments: audio.mp3

Hi, this is Matthew Coulter commenting on the school resource officer topic for the City Council meeting. I think a maybe a youth officer would be better and go where the kids are versus just concentrating on the schools because it seems like they get in trouble after school, correct? That's when most of the crime and different things happen. So that would probably be a good aspect to deal with, because I know in 2030 kids show up over here at Memorial Park they might want to visit from time to time, or down here at Tennessee school when they're thrashing the playground over it, any of the parks that they're thrashing and putting graffiti in because no one seems to talk to those kids for some reason. I know you don't want them in town, you don't want them in Elizabeth Daniels Park, but they're part of the community too, and be nice to give them some attention because I don't think it's happening at school. Thanks a lot.

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Taylor Day

From: WIRELESS CALLER [REDACTED]
Sent: Tuesday, August 9, 2022 7:44 PM
To: Public Comments
Subject: Voice Mail (54 seconds)
Attachments: audio.mp3

This is Matthew Coulter commenting on the 905 W Main St situation. In that situation, there's been multiple people overdosing with death, as well as many overdose medical responses there. Kids are afraid to walk by it on the way to school, so they usually walk on the other side, which is under construction with the tomato farm destruction of Gilded Springs. What a name. And. It should have been dealt with a long time ago. I see that you're still soft pedaling the whole thing, but sad because this is what the city does. The police do what they do and you guys do what you do. So enjoy.

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Taylor Day

From: WIRELESS CALLER [REDACTED]
Sent: Tuesday, August 9, 2022 7:01 PM
To: Public Comments
Subject: Voice Mail (3 minutes and 16 seconds)
Attachments: audio.mp3

Good evening, this is Matthew Coulter for the Grass Valley City Council meeting. Sorry I couldn't be there in person. I'm still at the Board of Supervisors meeting that started at 9:00 o'clock this morning for the county of Nevada. Public comment being that what is going on over at Memorial Park. The contractor one was granted an emergency restraining order. I was arrested and thrown in jail by Officer Herrera illegally off my property. Went to court last Monday and Tuesday the judge threw it out because they had insufficient evidence of me doing violence to them, which I've never done, never said anything violent, and officer Herrera continues to harass me and promote. Now they're going to get a harassment restraining order versus a workplace violence restraining order, and I'm going to be going to court because the mayor's got a restraining order against me, too So these restraining order is dropping like rain from the sky. Just amazing. From our elected officials. Back to Memorial Park, the Ender OT asked me to find him a rock Mason that could fix the rocks on the historic clock tower. He also said a lot of other pretty incredible things under oath, which I think the city should be very concerned about. Who they hire to do work in public spaces and the control they have over the people that they hire to come to our public spaces to conduct this work, they call it. Connected to that Project, Memorial Lane still hasn't been paved where the big holes ripped up, and then it creates a lot of dust. Every car that drives over all day long, all three thrive up is just gravel. And there's a guy living over at the park up against the Boy Scout, Girl Scout Building, building a fire. Just sleep over there because the sprinklers come on and chase them out of the veterans area at night, I guess. And Speaking of that, need to get those sprinklers off those veterans walls because every day they get wet and then the heat comes and expands and it's popping off all the tiles, so the sprinkler should not be running onto the walls. Also, there's dead trees in the veterans area. That's Elizabeth Poston, I think, planted those. And she's getting a restraining order against me too, because she can't water trees she puts in. Yet she charges the city a bunch of money to do it, and they die repeatedly. She says she calls herself the city horticulturist. I can't find anything about that anywhere in the documents that there is such a title or the pay grade for such a title. I'm very curious about that. I would like someone to give me that information, please. You know how to contact me. Thank you very much. That's my public comment for tonight. Have a great night.

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

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[Set Up Voice Mail](#)



GRASS VALLEY
Special Closed Session City Council Meeting

Friday, August 05, 2022 at 4:00 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

NOTICE OF SPECIAL CLOSED SESSION MEETING

Notice is hereby given That The City Council Of Grass Valley will hold A Special Closed Session Meeting on Friday, August 5, 2022 At 4:00 PM in the Mayor's Conference Room Of Grass Valley City Hall, 125 East Main Street, Grass Valley, CA 94945

CALL TO ORDER

ROLL CALL

PRESENT

Council Member Bob Branstrom
Council Member Hilary Hodge
Council Member Tom Ivy
Vice Mayor Jan Arbuckle
Mayor Ben Aguilar

TOPICS FOR DISCUSSION

1. Conference with Legal Counsel; Initiation of Litigation (Gov. Code § 54956.9(d)(4))

Number of Potential Cases: 1

Nothing to report.

ADJOURN

Meeting adjourned at 4:55 pm.

Ben Aguilar, Mayor

Taylor Day, Deputy City Clerk



City of Grass Valley City Council Agenda Action Sheet

Title: Assembly Bill 361 Resolution

Recommendation: Adopt resolution R2022-70 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

Prepared by: Taylor Day, Deputy City Clerk

Council Meeting Date: 8/23/2022

Date Prepared: 8/18/2022

Agenda: Consent

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

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

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager

Attachments: R2022-70

RESOLUTION NO. 2022-70

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of City of Grass Valley, this 23rd day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ben Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

Taylor Day, Deputy City Clerk

Michael Colantuono, City Attorney



City of Grass Valley City Council Agenda Action Sheet

Title: Local Emergency Proclamation (COVID-19)

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

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 8/23/2022

Date Prepared: 8/18/2022

Agenda: Consent

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

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

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

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager

Attachments: None



City of Grass Valley City Council Agenda Action Sheet

Title: Local Emergency Proclamation (Drought Conditions)

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 8/23/2022

Date Prepared: 8/18/2022

Agenda: Consent

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

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

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

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

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

Funds Available: N/A

Account #: N/A

Reviewed by: __ City Manager



City of Grass Valley City Council Agenda Action Sheet

Title: Local Emergency Proclamation (Winter Storm of December 27th, 2021)

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

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 8/23/2022

Date Prepared: 8/18/2022

Agenda: Consent

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

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

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

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager



City of Grass Valley City Council Agenda Action Sheet

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

Recommendation: Adopt Resolution No. 2022-69 approving the revised Labor Memorandum of Understanding for a one-year period beginning July 1, 2022 through June 30, 2023 between the City of Grass Valley and the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1).

Prepared by: Mark Buttron- Fire Chief

Council Meeting Date: 08/23/2022

Date Prepared: 08/18/2022

Agenda: Consent

Background Information: On June 28th, 2022, the City Council adopted Resolution 2022-55 that approved a Side Letter of the current Labor Memorandum of Understanding (MOU) with the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1). The City of Grass Valley and Unit 1 have agreed to revise the MOU to reflect all the side letters that have been adopted since 2019. One additional clarification has been made to the MOU that will reflect in Resolution 2022-69 specifically the Emergency Medical Technical (EMT) Expanded Scope Compensation. The EMT Expanded Scope Compensation has been included in the revision.

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

Fiscal Impact: None.

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager

Attachments:

- Resolution No. 2022-69 - Approval of Unit 1 MOU
- Memorandum of Understanding - Unit 1

RESOLUTION NO. 2022-69

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

WHEREAS, the labor negotiations team appointed to represent the City Council of the City of Grass Valley and representatives of the Grass Valley Management & Supervisory, Professional & Confidential Employees Association (Unit #1) approved the Memorandum of Understanding (“MOU”) July 26th, 2022:

WHEREAS, updates to the previously approved MOU, specifically Emergency Medical Technician Expanded Scope Compensation, attached is the updated MOU;

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

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

PASSED AND ADOPTED as a Resolution of the City Council of Grass Valley at a meeting thereof held on the 23rd day of August 2022 by the following vote:

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

Ben Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

Taylor Day, Deputy City Clerk

Michael Colantuono, City Attorney

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

July 1, 2022 – June 30, 2023

Table of Contents

AGREEMENT DESCRIBING SALARIES, BENEFITS AND WORKING CONDITIONS APPROVED BY CITY OF GRASS VALLEY CITY COUNCIL FOR AND ON BEHALF OF THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #1

MANAGEMENT/SUPERVISORY PROFESSIONAL & CONFIDENTIAL	4
PREAMBLE	4
ARTICLE 1- RECOGNITION	4
ARTICLE 2- SUPPORT OF AGREEMENT AND MEET AND CONFER PROCESS	5
ARTICLE 3- EMPLOYEE ASSOCIATION RIGHTS	5
A. Unit #1 Member Meetings.....	5
B. Bulletin Boards.....	5
C. Use of Facilities.....	5
D. List of Designated Representatives	5
E. Regular Employees.....	5
ARTICLE 4- MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	5
ARTICLE 5- HOURS OF WORK AND BASIS OF COMPENSATION	6
A. Hours of Employment	6
B. Pay Periods	6
C. Work Periods.....	7
D. Lunch and Rest Periods	7
E. Calculation of Compensation	7
ARTICLE 6- SALARY	7
A. Salary Schedule	7
B. Overtime.....	8
C. Rules for Use of Salary Schedule	9
D. Other Considerations	10
E. Educational Incentive	10
F. POST Incentive	11
G. Professional Licenses	11
H. Telephone Call Back Pay	11
I. Standby Time	11
J. Shift Differential.....	12
ARTICLE 7- LEAVE	12
A. Absence from Duty	12
B. Personal Leave	12
C. Extended Medical Leave	13
D. Bereavement Leave	14
E. Holidays	14
F. Jury Duty Leave	15
G. Management Leave	Error! Bookmark not defined.
H. Community Service Organization Leave.....	15
I. Family and Medical Care Leave.....	15
J. Family Care School Partnership Act	16
ARTICLE 8 – LEAVE (BATTALION CHIEFS ONLY).....	16
A. Vacation/Sick Leave to Personal Leave Conversion	16
B. Personal Leave Accrual (56-hour work week)	16
C. Worker's Compensation Pay	16
D. Bereavement Leave	16

E. Holidays	17
ARTICLE 9- PROFESSIONAL AND REPRESENTATIONAL EXPENSES	17
A. Professional Dues and Fees	17
B. Travel	17
C. Civic and Professional Participation.....	17
D. Reimbursement.....	17
E. Receipts and Billing	17
ARTICLE 10- RETIREMENT	18
A. Retirement Benefits	18
B. Retirement Contributions	18
C. Supplemental Retirement Benefit.....	19
D. Retiree Health Insurance Benefit.....	20
ARTICLE 11- HEALTH AND WELFARE	20
A. Insurance Benefits	20
B. Cost Containment Committee	21
C. Income Protection Insurance	21
D. Legal Defense Insurance	21
ARTICLE 12- SAFETY	21
A. Safe Conditions, Equipment and Duties	21
B. Uniforms.....	21
C. Employee Alertness.....	22
D. Drug, Alcohol and Substance Abuse Policy.....	23
E. Employee Assistance Program	23
ARTICLE 13- REDUCTION IN FORCE AND RE-EMPLOYMENT	23
A. Layoff/furlough Provision	23
B. Treatment of Employees Laid Off.....	23
ARTICLE 14- GRIEVANCE PROCEDURE	23
A. Definition	23
B. Process.....	24
C. Procedures	24
D. Informal Grievance.....	24
E. Formal Grievance	24
F. General Conditions	25
ARTICLE 15- RESIDENTIAL MILEAGE RESTRICTION.....	26
ARTICLE 16- MAINTENANCE OF NEGOTIABLE BENEFITS	26
ARTICLE 17- NOTICE	26
ARTICLE 18- SEVERABILITY SAVINGS CLAUSE	27
ARTICLE 19- TERMS OF AGREEMENT	27
RECOMMENDATION OF REPRESENTATIVES	28
APPROVAL OF AGREEMENT	28
APPENDIX A	29
APPENDIX B- PROCEDURE TO MONITOR CHAIN OF CUSTODY	31

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

PREAMBLE

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

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

ARTICLE 1- RECOGNITION

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

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

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

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

ARTICLE 2- SUPPORT OF AGREEMENT AND MEET AND CONFER PROCESS

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

ARTICLE 3- EMPLOYEE ASSOCIATION RIGHTS

A. Unit #1 Member Meetings

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

B. Bulletin Boards

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

C. Use of Facilities

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

D. List of Designated Representatives

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

E. Regular Employees

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

ARTICLE 4- MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

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

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

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

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

ARTICLE 5- HOURS OF WORK AND BASIS OF COMPENSATION

A. Hours of Employment

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

B. Pay Periods

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

C. Work Periods

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

D. Lunch and Rest Periods

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

E. Calculation of Compensation

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

ARTICLE 6- SALARY**A. Salary Schedule**

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

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

B. Overtime (Non-Exempt Employees)

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

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

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

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

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

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

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

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

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

D. Other Considerations

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

E. Educational Incentive

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

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

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

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

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

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

Expanded Scope EMT Incentive-

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

Proficiency is required within six months from date of hire. Proficiency shall be proven with an SSV-approved testing process annually. Battalion Chiefs promoted after September 1, 2022 shall maintain Expanded Scope EMT as condition of employment.

F. POST Incentive

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

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

G. Professional Licenses

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

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

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

I. Standby Time (Non-Exempt Employees)

1. Standby time shall be that time an employee is designated by the Department Head to be available on immediate call on normal days or hours off, or that time an employee is designated by the Department Head to be available on immediate call on holidays.

2. Employees whose job descriptions require that they possess and maintain a Class B license must do so in those classifications designated by the Department Head to be eligible for standby assignments. Employees in the Public Works Department may be assigned mandatory standby time.
3. Standby time will be calculated at straight time using the terms noted below:
 - I. **Weekend-** That standby period shall begin at the end of the shift each Friday afternoon, and shall continue until the beginning of the shift the following Monday.
 - a) **Compensation Rate-** 7.5 hours. May be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.
 - II. **Weekly-** That standby period shall begin at the end of the shift on each Tuesday afternoon, and shall continue until the beginning of the shift the following Tuesday (Excluding the 40 hours of regular work week).
 - a) **Compensation Rate-** 20 Hours. May be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.

J. Shift Differential (Non-Exempt Employees)

Shift Differential will be paid as follows:

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

ARTICLE 7- LEAVE

A. Absence from Duty

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

B. Personal Leave

1. The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave, and personal leave situations.
2. Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 328 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.

3. No Employee may carry a balance of more than 520 hours of Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further usable Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below 520 hours. Notwithstanding the preceding sentence, Employees who have accumulated 520 hours of Personal Leave will accumulate sick leave at the same rate as Personal Leave. Sick leave accumulated pursuant to this paragraph shall be automatically placed in a banked leave account to be used as sick leave (only after all other leave banks have been depleted) in accordance with the City's personnel rules, or to be converted to PERS service credit upon retirement from the City in accordance with CalPERS regulations. Employees shall not be paid out upon separation from service for any sick leave banked under this paragraph.
4. Employees may convert up to 120 hours of accrued Personal Leave to salary compensation once each year. Personal Leave conversion must be submitted by December 20th of each year pursuant to the following:
 - I. Employees utilizing this provision will be required to submit an irrevocable election form by December 31st of the calendar year prior to the calendar year in which the Personal Leave hours to be cashed out are earned.
 - II. Employees that have submitted an irrevocable election form may submit a Personal Leave cash out request form at any time during the calendar year in which the Personal Leave hours are earned.
 - III. The actual payment of the requested hours cannot occur until the hours to be cashed out for that calendar year have accrued. Cash-outs for hours accrued in prior years are not allowed.
 - IV. Employees that submitted an irrevocable election form in the prior year but did not submit a cash out request shall receive their Personal Leave cash out in the last paycheck of the calendar year in which the Personal Leave hours are earned.
5. Employees who become subject to this Plan on or after July 1, 2020 must convert all accumulated Vacation Leave and Sick Leave to "Personal Leave". Those hours of Sick Leave or Vacation Leave combined in excess of 520 hours will be placed in a Sick Leave and Vacation Leave bank account to be utilized by the Employee or paid out upon separation from service as set forth herein and converted to banked PERS service credit in accordance with CalPERS regulations. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave and Personal Leave accrual balance. (For example, if an employee is compensated for 450 hours of banked Sick Leave, a maximum of 50%, or 225 hours would be included in the one-time lump sum payout and the uncompensated 225 hours would be converted to PERS service credit in accordance with CalPERS regulations.)
6. Employees will accrue Personal Leave time at the following rates:
 - 1 to 2 years of city service = 256 hours
 - 2 plus years to 5 years = 272 hours (10.46 hours biweekly)
 - 5 plus years to 10 years = 296 hours (11.38 hours biweekly)
 - 10 plus years to 20 years = 316 hours (12.15 hours biweekly)
 - 20 plus years = 328 hours (12.62 hours biweekly)

C. Extended Medical Leave

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

D. Bereavement Leave

Employees may be granted a leave of absence with pay not to exceed a total of forty (40) hours per fiscal year, non-cumulative, for purposes of attending funeral services, making related arrangements for the family, or travel to and from the location of services on account of the death of any member of his/her immediate family. Member of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, step-parents and father and mother-in-laws or any relative living in the immediate household of the employee. It shall be the responsibility of the Department Head to account for such leaves. Leaves of more than forty (40) hours, if approved, shall be charged first against sick leave and then to other accrued leaves if no sick leave is available.

E. Holidays

1. Holidays shall mean those days or hours designated as such by or pursuant to this Agreement, City Ordinance or Resolution. Holiday time is time off from the normal work period. The Holiday will be the day as observed by the City. The value of a Holiday is 8 hours. Total Holiday hours equal 88 hours.

Recognized holidays shall include:

New Year's Day	Martin Luther King Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
July 4th	The Day after Thanksgiving
Labor Day	Christmas Eve
Christmas Day	

2. Only regular and probationary employees in a current and paid status shall be eligible for holiday leave. A new employee whose first working day is the day after a paid holiday shall not be credited for that holiday. An employee terminating employment for any reason and whose last work day as a paid employee is the date before a holiday shall not be credited for that holiday day. An employee who is on a consecutive leave of absence without pay or sick leave for both the regularly scheduled working day before and after the holiday shall not be credited for the holiday.
3. If Unit 1 employees are scheduled to work by their Department Heads or the City Manager, or are called to active work on one of the eleven (11) designated holidays, employee shall schedule a corresponding day or days off, with approval of the corresponding Department Head, within two pay periods (before or after) of the actual holiday. Similarly, if employee's regularly scheduled day off occurs on one of the designated holidays, employee shall

schedule corresponding time off within the two pay period timeframe, as approved by the corresponding Department Head.

F. Jury Duty Leave

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

G. Community Service Organization Leave

The City encourages employees to participate and be involved in community service organizations. Employees may participate and be involved as a member or officer in community service organizations, provided the involvement does not create a conflict with the City or impedes the employee from performing their required duties. The City, in consideration of such allowed participation shall not budget, nor pay, nor reimburse the employee for any expenses, costs, fees or other charges of any kind for any such participation or involvement. Non-exempt employees will be required to use leave time to participate if work hours are impacted.

H. Family and Medical Care Leave

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

5. The cost of health care coverage while on a Family and Medical Care Leave less any portion of the premium the employee is required to pay will be paid for by the City for up to twelve (12) weeks. If the employee does not return from leave, they will be responsible for reimbursing the City for the insurance premiums paid on the employees' behalf.
6. While the above provisions will apply to most employees in most circumstances, there are certain exceptions under which The City may refuse to grant a Family and Medical Care Leave.

I. Family Care School Partnership Act

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

ARTICLE 8 – LEAVE (Battalion Chiefs Only)

A. Vacation/Sick Leave to Personal Leave Conversion

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

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

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

C. Worker’s Compensation Pay

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

D. Bereavement Leave

1. Employees shall be granted leave of absence with pay not to exceed two work shifts (48 hrs.) per fiscal year non-cumulative for the purpose of attending funeral services, making related arrangements for the family or travel to and from the location of services on account of the death of any member of his/her immediate family. Member of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son in-law, daughter, daughter-in-law, brother, or sister of the employee, step parents or any relative living in the immediate household of the employee.

2. Leaves in excess of the 2 work shifts as specified above (or in case of additional deaths) shall be charged to personal leave or compensatory time.
3. Standard Employees will receive 40 hours of time to be used in the same manner as provided for in this section.

E. Holidays

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

ARTICLE 9- PROFESSIONAL AND REPRESENTATIONAL EXPENSES

A. Professional Dues and Fees

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

B. Travel

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

C. Civic and Professional Participation

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

D. Reimbursement

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

E. Receipts and Billing

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

ARTICLE 10- RETIREMENT

A. Retirement Benefits

1. Miscellaneous- Employees designated as local miscellaneous members by the City are provided retirement benefits under the Public Employees' Retirement System's Local Miscellaneous two point five percent at 55 (2.5% @ 55) formula.
2. Miscellaneous PEPRA - Employees hired January 1, 2013 or after and designated as local miscellaneous members by the City are provided retirement benefits under the Public Employee Pension Reform Act of 2013 Local Miscellaneous two percent at 62 (2% @ 62) formula, unless the employee has been employed with a CalPERS employer within the preceding six (6) months ("Classic Employee). Classic employees hired on or after January 1, 2013 shall be placed in the 2.5% @ 55 formula.
3. Fire Public Safety - Fire Department employees designated as local public safety members by the City are provided retirement benefits under the Public Employees' Retirement System's Local Public Safety (Fire) three percent at 55 (3% @ 55) formula.
4. Fire Public Safety PEPRA - Fire Department Employees hired January 1, 2013 or after and designated as local public safety members by the City are provided retirement benefits under the Public Employee Pension Reform Act of 2013 Local Safety (Fire) 2.7% at 57 formula, unless the employee has been employed in with a CalPERS employer within the preceding six (6) months ("Classic" Employee). Classic employees hired on or after January 1, 2013 shall be placed in the 3% at 55 formula.
5. Police Public Safety (Tier 1) - Police Department employees hired before July 1, 2011 and designated as local public safety members by the City are provided retirement benefits under the California Public Employee's Retirement System Local Safety (Police) 3% at 50 formula.
6. Police Public Safety (Tier 2) - Police Department employees hired after June 30, 2011 and designated as local public safety members by the City are provided retirement benefits under the California Public Employee's Retirement System Local Safety (Police) 3% at 55 formula (Tier 2).
7. Police Public Safety PEPRA - Police Department Employees hired January 1, 2013 or after and designated as local public safety members by the City are provided retirement benefits under the Public Employee Pension Reform Act of 2013 Local Safety 2.7% at 57 formula, unless the employee has been employed in with a CalPERS employer within the preceding six (6) months ("Classic" Employee). Classic employees hired on or after January 1, 2013 shall be placed in the 3% at 55 formula (Tier 2).
8. Social Security - Employees are also provided retirement benefits under Social Security.

B. Retirement Contributions

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

Employee will pay the employees full 9% (Classic) and 11.5% (PEPRA).

4. The City will pay the full employer contribution to PERS.
5. The City will pay the employer contribution rate for Social Security.
6. The Employee will pay the full amount of the Employee's Contribution rate to Social Security.

C. Supplemental Retirement Benefit

The City shall pay a supplemental benefit to each eligible employee covered under the terms of this MOU who attains normal retirement age. The term "minimum retirement age" is the age at which an employee elects to receive a disbursement under the terms of the employee retirement benefit plan. The term "elects" refers to employees who leave City employment for the sole reason of retiring under a PERS regular service retirement, disability retirement or industrial disability retirement and has at least ten (10) years of service with the City of Grass Valley. Those Unit 1 employees forced to retire under disability retirement or industrial disability retirements covered under the terms of this MOU are deemed to have a minimum of 10 years of service credit with the City of Grass Valley.

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

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

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

of employment, including, but not limited to, other retirement benefits, health and welfare benefits, sick leave benefits, disability benefits, or any other form of compensation or fringe benefits of whatsoever kind or nature.

D. Retiree Health Insurance Benefit

1. Any employee retiring from the City under PERS, after twenty-five (25) or more years of City service, is eligible for the following retiree health insurance benefit. To receive this benefit a retiree must provide ongoing evidence of health insurance coverage.
 - I. An employee retiring from the City after July 2, 2006 will receive two hundred fifty (\$250.00) dollars per month, not including the statutory administrative fee for PERS coverage.
2. Such benefit will cease upon the retiree receiving group medical insurance coverage from another employer or receiving coverage through Medicare. If a retiree covered under another employer's group medical insurance loses such coverage, this benefit will start or restart until the retiree is otherwise ineligible.

ARTICLE 11- HEALTH AND WELFARE

A. Insurance Benefits

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

1. The City will pay a monthly flat rate contribution for health insurance (Medical, Vision, and Dental). The amount paid will be based on the employee's selection of medical coverage based on the following:
 - I. For Employees only: \$814
 - II. For Employees plus one dependent: \$1,622
 - III. For Employee plus two or more dependents: \$2,130
2. If at any point during the term of this agreement increased flat rate contributions for health insurance are provided by the City to either Unit 6 or Unit 8, the amount paid to Unit 1 employees, based on the employee's selection of medical coverage shown above, shall be immediately adjusted to the highest amount paid to either Unit 6 or Unit 8 employees.
3. All benefits shall be subject to the standard provisions set forth in the policy or policies, or P.E.R.S. regulations.
4. Employees waiving medical insurance coverage shall receive two hundred fifty (\$250) dollars less the cost of any elected dental or vision insurance. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due employees for waiving medical insurance coverage shall be paid in a lump sum once per month.
5. Disputes concerning the hospital/medical, vision and life insurance provided pursuant to this MOU-including, but not limited to, questions as to the scope of benefits or disability coverage, eligibility, and premium rate shall not be subject to the Grievance Procedure.
6. The retiree health care benefit is subject to policy or policies or PERS regulations, including the payment of administrative fees, which will be paid by the City. Subject to provisions/policies of the insurance carrier, retirees and their dependents may, at their own expense, continue coverage under the City's program, which may extend beyond the COBRA period.

7. The dental and vision plans selected for Unit members shall be maintained in the Human Resource Office for reference.
8. The City agrees to supply life insurance for each employee in the amount of fifty thousand (\$50,000) for each employee, five thousand (\$5,000) dollars for the employee's spouse and fifteen hundred (\$1,500) dollars for other eligible dependents without cost to the employee.

B. Cost Containment Committee

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

C. Income Protection Insurance

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

D. Legal Defense Insurance

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

ARTICLE 12- SAFETY

A. Safe Conditions, Equipment and Duties

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

B. Uniforms

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

C. Employee Alertness

1. The most effective safety equipment an employee possesses is an alert mind. Conversely, an employee whose judgment, reactions and analytical processes are impaired or influenced by alcohol or drugs poses a risk to themselves, their coworkers and to the public. The City, therefore, expressly retains the right as explained in this Article to verify that employees covered by the Agreement are alert and are not under the influence of alcohol, controlled substances, drugs or other conditions which would tend to affect or impair judgment, reactions or thought processes.

2. The parties recognize the problems associated with alcohol and drug abuse in the work place and recognize the safety hazard, which would be presented if an employee worked while under the influence of alcohol, intoxicating drugs or controlled substances. The parties further agree that a testing procedure with both privacy and accuracy safeguards is one appropriate means of protecting the safety of Employees.
3. The employees and the City have reached complete agreement on a drug and alcohol policy reference in the Personnel Commission Compendium.

D. Drug, Alcohol and Substance Abuse Policy

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

E. Employee Assistance Program

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

ARTICLE 13- REDUCTION IN FORCE AND RE-EMPLOYMENT

A. Layoff/furlough Provision

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

B. Treatment of Employees Laid Off

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

ARTICLE 14- GRIEVANCE PROCEDURE

A. Definition

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

B. Process

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

C. Procedures

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

D. Informal Grievance

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

E. Formal Grievance

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

Step 1:

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

Step 2:

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

Manager shall render a decision in writing to the employee, Department Head and Human Resource Office.

2. Unless the decision of the City Manager is appealed by the employee to Step 3, in the time provided, the grievance shall be deemed resolved, final and binding.

Step 3:

1. If the employee finds that the grievance has not been resolved in Step 2, he/she may, within five (5) working days after the City Manager's decision is rendered, request in writing to the Personnel Commission that they consider the grievance and decision rendered by the City Manager. Within fifteen (15) working days after the grievance is received, the Personnel Commission shall commence conducting the review. The Personnel Commission shall determine the best means to conduct the review of the facts, issues and such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days after concluding the review, the Personnel Commission shall render a decision in writing to the employee, City Manager, Human Resource Office and Department Head.
2. Unless the decision of the Personnel Commission is appealed by the employee to Step 4, in the time provided, the grievance shall be deemed resolved, final and binding.

Step 4:

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

F. General Conditions

1. Review and determination of a grievance is applicable to certain interpretations and applications as set forth under Definitions and, as such, cannot change any City adopted salary schedules/ranges or such other benefits subject to the meet and confer process.
2. Performance Appraisals and merit step determinations are not grievable matters except as provided below. Performance Appraisals and merit increase concerns should be brought forward to the Human Resource Office, with a final determination to be made by the City Manager. If an employee does not receive a due evaluation within a month after the due date, the employee may file a grievance.
3. Grievances regarding termination of employment may be made only on behalf of an employee who has successfully completed a required probationary period and attained permanent status.

4. An employee may choose to represent himself/herself or select a representative of his/her choice. The employee shall be personally present at any meeting which may be held, unless he/she specifically waives that right in writing.
5. In the event that more than one (1) employee is directly involved in a grievance, they shall select one (1) person from among them to carry the grievance forward on their behalf. This person may also select a representative of his/her choice. The employee shall be present at any meeting held on their behalf, unless he/she specifically waives that right in writing.
6. Any time limit of these procedures may be extended by mutual consent of the parties.
7. During the grievance process, there shall be no interruption of scheduled work of a department or the City.
8. It is understood that the City is currently in the process of revising the Personnel Rules and Regulations, including the Grievance Procedure, and Unit # 1 will review and have input to the Grievance Procedures prior to finalization. It is agreed once the Grievance Procedures have been finalized, they will be incorporated i.1.1 to this MOU.

ARTICLE 15- RESIDENTIAL MILEAGE RESTRICTION

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

ARTICLE 16- MAINTENANCE OF NEGOTIABLE BENEFITS

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

ARTICLE 17- NOTICE

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

Employer:

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

Bargaining Unit:

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

ARTICLE 18- SEVERABILITY SAVINGS CLAUSE

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

ARTICLE 19- TERMS OF AGREEMENT

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

RECOMMENDATION OF REPRESENTATIVES

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

Timothy Kiser, City Manager

Catharine Dykes, Unit #1 Representative

Michael Colantuono, City Attorney

Joseph Matteoni, Unit #1 Representative

APPROVAL OF AGREEMENT

Approval and adoption of this Memorandum of Understanding is made this 26th day of July 2022 and is effective from July 1, 2022 through June 30, 2023 by the Grass Valley City Council.

Ben Aguilar, Mayor

Attest:

Taylor Day, Deputy City Clerk

Appendix A

APPENDIX B- PROCEDURE TO MONITOR CHAIN OF CUSTODY

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

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

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

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



City of Grass Valley City Council Agenda Action Sheet

Title: Public Works purchase of Sewer Easement Machine at a Total Cost of \$56,523.93

Recommendation: Council to authorize the Utilities Director to purchase a PipeHunter sewer easement machine from Texas Underground Inc.

Prepared by: Trever Van Noort, Utilities Director

Council Meeting Date: 8/23/2022

Date Prepared: 8/12/2022

Agenda: Consent

Background Information: The maintenance of the City's sewer system involves periodic cleaning of sewer mains using a VacCon vacuum and jetting truck. Certain manholes are inaccessible to a vehicle of this size and require hundreds of feet of hose to be pulled from the truck to the manhole. A sewer easement machine is a much safer and more efficient means of positioning the hose to complete cleaning in areas with limited accessibility.

Texas Underground Inc./PipeHunter participates in H-GAC contract pricing and provided the lowest quote for equivalent easement machines from 3 vendors.

Council Goals/Objectives: This action promotes the goals of Public Safety and Water and Wastewater Systems and Underground Infrastructure.

Fiscal Impact: Funds to be drawn from Sewer Operating Materials account.

Funds Available: Yes

Account #: 510-803-55020

Reviewed by: ___ City Manager

Attachments: MME Quote



CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

Item # 8.

August 18, 2022

City of Grass Valley
125 East Main Street
Grass Valley, CA 95945

anthonyw@cityofgrassvalley.com

Attention: Anthony Will

We are pleased to provide the enclosed contract pricing sheets off the H-GAC, Houston-Galveston Area Council Contract No. SC01-21 (www.hgacbuy.com), for the PipeHunter Side-Trac Easement Machine for your review.

Summary:	Complete Unit per attached HGAC price sheet	
	Price F.O.B. Shipping Point	\$49,658.00
	Less H-GAC Discount	- 3,000.00
	Sub-Total	\$46,658.00
	8.5% Estimated Sales Tax	3,965.93
	Sub-Total	\$50,602.23
	Freight & Training	5,900.00
	Total	\$56,523.93

Texas Underground Inc. / PipeHunter is the HGAC contract holder and all purchasing documents are to go directly to them. **The City's Purchase Order to be prepared and sent directly to Texas Underground Inc.**

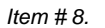
Contact: Todd Bolin Tel: 800-373-1318 Fax: 281-485-5953
Email: todd@pipehunter.com

- Municipal Maintenance Equipment, Inc. will provide on-site training, warranty support, and future service for the PipeHunter products.
- Pricing includes delivery and on-site training.
- Sales tax applicable at time of delivery will be shown on invoice.
- Normal delivery 120-150 days A.R.O.
- Terms: per HGAC Program.
- Quotation valid for 15 days.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.


James Wheeler,
General Manager



Page 59



1617 GARDEN ROAD PEARLAND TEXAS 77581 800 373 1318 FAX281 485 5953

Item # 8.

HGAC BUILD SHEET NEW PIPEHUNTER SIDE-TRAC

Quote Date: August 18, 2022

Customer: Grass Valley

Salesman: Todd Bolin

Due Date: 120-150

Dealer: MME

HGAC CONTRACT# SC01-21

PRODUCT CODE: SC21H076 PIPEHUNTER SIDEKICK

PO#

**HGAC BUILD LINE SHEET****Single Jet Hose Reel 3/4" DUAL CHAIN DRIVE 3/8" STEEL**

Capacity 800x 3/4" Jet Hose Reel Low Profile Design 1

HYDRAULIC TRAC-DESIGN

Dual Rubber Track Design 1

Dual Operation Levers For Steering 1

Remote Control Pendant 20 ft Cord Side-Trac Transport Controls 1

Hydraulic Extendable Tracks 36" - 48" 1

Articulating Reel

Articulating Reel Hydraulic Powered Articulation Worm Gear 1

Hose Reel Accessories

Manual Footage Counter On Levelwind 1

Leader hose- 3/4" 10'

3/4" Jet Hose Piranha 3000 PSI 600'

ENGINE

Honda Gas 23 H.P. ELECTRIC START 1

Hour Meter 1

Hydraulic Pressure Gauge 1

Ignition Keys 2

7 Gallon Fuel Tank Aluminum Sight Tube 1

7 Gallon Hydraulic Tank Aluminum Sight Tube 1

ACCESSORIES

Water Pressure Gauge 1

Dump Hose and Pipe Water ON/OFF Valve 1

Outriggers - 4 Total 1

Manual Pipehunter 1

Manual Honda 1

SPEED LINER COATING

PipeHunter Speed Liner Frame & Reel LINER 1

LINER COLOR Trailer Black Base Black (Reel TBD)

Delivery & Training Included 1

Quoted By: Todd B Bolin 08-18-22

WARRANTY 1 YEAR AGAINST MANUFACTURE DEFECTS

Signing this quote confirms that you have verified the specifications and agree with the final costs. Any specification changes made after verification may alter costs. It is the dealer/customer's responsibility to ensure that the equipment ordered meets specifications and/or quotations.

Terms: MUNICIPAL (NET 30)

Signature: _____

Date: _____



City of Grass Valley City Council Agenda Action Sheet

Title: Appointment of Independent Auditor for Fiscal Years 2021-22 and 2022-23

Recommendation:

- (1) Authorize the City Manager to execute an addendum to the contract with Smith & Newell, CPAs for independent audit services for the City for Fiscal Years 2021-22 and 2022-23, subject to final legal review
- (2) Authorize the Finance / Administrative Services Director to make any necessary budget adjustments / transfers; and
- (3) Approve Smith & Newell, CPAs as a sole-source contractor.

Prepared by: Andy Heath, Finance Director

Council Meeting Date: 08/23/2022

Date Prepared: 08/08/2022

Agenda: Consent

Background Information:

Over the course of the last two fiscal years, the City has utilized the services of Smith & Newell, CPAs to conduct the audits completed for Fiscal Years 2019-20 and 2020-21. Smith & Newell, CPAs replaced the City's former auditor, JJACPA, Inc. who had conducted the City's financial audit since Fiscal Year 2012-13.

Best practices suggest that independent audit firms be rotated approximately every five years. Also, AB 1345, which added section 12410.6(b) to the State of California Government Code, requires that commencing with the 2013-14 fiscal year, a local agency shall not employ a public accounting firm to provide services to a local agency if the lead audit partner or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local agency for six consecutive fiscal years.

Over the last two years, and as discussed in the City Council staff report submitted for the initial approval of Smith & Newell, CPAs as the City's audit firm, it has been staff's intention to conduct a Request for Proposals (RFP) process related to the selection of a new audit firm. Continued challenges associated with staff turnover, integration of a new financial system and utility billing system, and the COVID-19 Pandemic have prevented staff from being able to undertake this process. As a means to assure an audit of the City's financial statements is conducted and continuity of current auditing practices and procedures is maintained, staff requested that Smith & Newell, CPAs submit an addendum to their contract to undertake the City audits for the next two fiscal years - FY 2021-22 and FY 2022-23.

As such, staff is recommending the City execute a sole-source contract pursuant to Section 3.08.140(B) of the Grass Valley Municipal Code for the next two years to allow for timely completion of the FY 2021-22 and FY 2022-23 audits and also allow appropriate time for the undertaking of a formal RFP process for future audit services.

Smith & Newell has proposed a annual contract fee of \$43,530 for the first year (\$1,000 more than the audit for FY 2020-21) and \$44,900 for the second year.

Council Goals/Objectives:

The undertaking of an annual independent audit of the City's finances executes portions of the work tasks towards achieving / maintaining the Strategic Plan goal to maintain a High-Performance Government and Quality Service.

Fiscal Impact:

The Fiscal Year 2022-23 Adopted Budget includes funding towards an annual audit and is available in the City's General, Measure E, Sewer, Water, and Successor Agency funds.

Funds Available: YES

Account #: Multiple City Funds

Reviewed by: Tim Kiser, City Manager _____

Attachments

- Addendum to Professional Auditing Services Contract - June 28, 2022



August 18, 2020

**Proposal to Provide Professional
Independent Auditing Services to:**

City of Grass Valley

Prepared by:

Norman Newell, CPA, Partner
and
Carrie Schroeder, CPA, Partner



SMITH & NEWELL CPAS
950 THARP RD, STE 502
YUBA CITY, CA 95993

PH 530-673-9790 | FAX 530-673-9791
ACCOUNTING@SMITHANDNEWELL.COM

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Table of Contents

	Page
Transmittal Letter	1-2
Executive Summary	3
I. Technical Proposal	
1. License to Practice in the State of California	4
2. Independence	4
3. Firm Qualifications and Experience	4-5
Our Practice	
Peer Review	
Professional Associations	
No Record of Substandard Work	
Disciplinary Action	
4. Partner, Supervisory, and Staff Qualifications and Experience	5-9
Qualifications and Experience of Individuals Assigned to the Engagement	
Engagement Staffing	
Norman Newell, CPA Resume	
Carrie Schroeder, CPA Resume	
Matthew Davis, CPA Resume	
5. Similar Engagements with Other Government Entities.....	10
City of Colusa	
City of Jackson	
City of Shasta Lake	
6. Specific Audit Approach.....	11-14
Phase 1: Planning and Strategy	
Phase 2: Systems Evaluation	
Phase 3: Testing and Analysis	
Phase 4: Reporting and Follow-Up	
Technological Advances	
Laws and Regulations	
Single Audit Compliance	
Identification of Anticipated Potential Audit Problems	
Workpaper Retention	
Report Format	
II. Cost Proposal	
1. Fee Philosophy	15
2. Total All Inclusive Maximum Price.....	15
3. Rates by Staff Level.....	15
Appendix	
A. Firm Resume	
B. Peer Review	

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August 18, 2020

City of Grass Valley
Attn: Andy Heath
125 E Main St
Grass Valley, CA 95945

Dear Andy:

Smith & Newell CPAs is pleased to submit our proposal to provide the City of Grass Valley professional audit services for the fiscal year ending June 30, 2020. We believe that our technical approach and staffing plan described herein respond fully to the City's needs.

Understanding the Work

Our understanding of the scope of work is as follows:

- We will issue a report on the financial statements in conformity with generally accepted accounting principles for the City of Grass Valley.
- We will issue a report on the internal controls and compliance in accordance with Government Auditing Standards.
- We will prepare a Management report and Auditor's Communication Letters
- We will test compliance with Proposition 111, Article XIII.B, Review of Appropriations Limit calculation.
- We will have an exit conference with the Administrative Services Director.
- We will be responsible for report preparation and printing of the City's Annual Financial Report, the Single Audit Report, Appropriations Limit and Management Comment Letter. We will provide copies in PDF format, in addition to printed copies.
- We will prepare any other report for the governing body as may be required by generally accepting auditing standards.
- We are committed to performing the work within the time periods established and meeting the required delivery date of all required reports.

Smith & Newell Qualifications

We believe our audit approach involving experienced staff, extensive partner participation and our proposed work plan uniquely qualify Smith & Newell to be the best choice for the City of Grass Valley.

Our staff, who will be assigned to the City's audit, are experienced professionals that have extensive experience with government audits. Each of our staff bring experience to the audit that allows for a new outlook with innovative suggestions to improve quality and efficiency. We feel the choice of an audit firm should be primarily based upon staff. We have an extremely low percentage of key employee turnover and we are confident that we will provide the City with consistent staff over the contract period.

Partner involvement is also key to the audit's success. Norman Newell and Carrie Schroeder actively participate in all phases of the audit. They will be responsive to the City's needs and are available to assist the City at any time during the year. Their extensive experience with government auditing provides the benefit of recommendations based on valuable insights to better improve the City's operations and procedures.

Our proposed work plan is based on years of experience with government auditing. We understand the demands placed on governments today and the challenges they face. In developing our work plan, we use the latest audit technology and methodologies to accomplish the goals of the engagement in the most efficient manner which minimizes disruption to normal City operations.


The following individuals are authorized to make representations for Smith & Newell CPAs:

Norman Newell, CPA, Partner
950 Tharp Rd, Ste 502
Yuba City, CA 95993
(530) 673-9790
accounting@smithandnewell.com

Carrie Schroeder, CPA, Partner
950 Tharp Rd, Ste 502
Yuba City, CA 95993
(530) 673-9790
accounting@smithandnewell.com

We hope that as you read through this proposal, you recognize the philosophy of our firm which is to provide each of our clients with exceptional service, experienced staff, and an audit approach that will fit their needs. Our dedication to quality, professional standards and service has been the guiding force in our firm since its inception in 1988. Thank you for providing us the opportunity to present our proposal. This is a firm and irrevocable offer for 60 days from the date of this proposal. As partners in the firm of Smith & Newell, CPAs, Norman Newell and Carrie Schroeder are authorized to make representations for the firm. If you have any questions concerning this proposal, please contact Norman Newell or Carrie Schroeder.

Sincerely,
Smith & Newell CPAs



Norman Newell, CPA
Partner

Executive Summary

Smith & Newell CPAs is a full-service CPA firm located in Yuba City, California. Norman Newell, CPA will lead the proposed auditing services that include an audit of the annual financial statements and compliance for the City of Grass Valley for the fiscal year ending June 30, 2020.

When considering whether to hire our firm, you will find that Smith & Newell stands out from our competitors in several areas, such as:

Experienced and Involved Partners

Norman Newell, CPA and Carrie Schroeder, CPA have over 46 years of combined professional auditing, accounting and consulting experience. Both partners will be extensively involved in the City's audit, and will freely lend their expertise on any accounting or internal control issues.

Timely Audits

Smith & Newell is committed to meeting all audit deadlines. Our audits are performed in accordance with an agreed-upon schedule, and submissions to the State of California are filed on time.

Commitment to Quality

Smith & Newell receives a peer review of our system of quality control for our accounting and auditing practice every three years. Our most recent peer review was completed with a *pass* rating. All audits submitted to the State have been approved.

Audit Process

Smith & Newell has extensive experience auditing governmental and nonprofit entities, which makes for a smooth audit process. Our firm guarantees that our staff are experienced and supervised, our clients will be given an audit plan prior to the start of fieldwork, and that we will be considerate of your staff's time during our audit and fieldwork. We will also issue a draft of our reports to the City and will discuss any questions, concerns and audit findings with the City before the reports are finalized.

Problems/Solutions

Smith & Newell CPAs is adept at identifying problem areas that may exist in your organization and providing solutions to help mitigate those problem areas in the future. Both partners will freely discuss any areas that could be changed or improved to help your organization.

Our proposal that follows provides more specific information on the scope of audit services we will provide, our firm and staff experience, qualifications, references and approach to the audit. We hope you choose Smith & Newell CPAs for your auditing needs.

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Section I – Technical Proposal

1. LICENSE TO PRACTICE IN THE STATE OF CALIFORNIA

Smith & Newell CPAs is licensed to practice accounting in the State of California and has complied with all applicable California State Board of Accountancy requirements. In addition, all of the key professional staff that will be assigned to the audit are also licensed to practice in the State of California and have complied with all applicable State Board of Accountancy standards.

2. INDEPENDENCE

Smith & Newell CPAs is independent of the City of Grass Valley and all of the component units of the City of Grass Valley, as defined by auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards (commonly referred to as the “Yellow Book” standards), issued by the Comptroller General of the United States.

3. FIRM QUALIFICATIONS AND EXPERIENCE

Our Practice

Smith and Newell, CPAs was established in 1988 as a full-service firm. We are a CPA firm located in Yuba City, California. We are a general partnership providing auditing, tax, accounting and consulting services to governmental entities, nonprofits, corporations, partnerships and individuals. Government services constitute a significant portion of Smith & Newell’s total practice. The firm of Smith & Newell has a commitment to maintain a “hands on” approach to our governmental audits. We actively participate in all phases of each engagement and feel that because of this policy we are able to offer you a high-quality audit at a reasonable price.

Currently our firm consists of eight individuals, including six professionals and two administrative personnel. The professional staff consists of two partners, one manager, one senior and two staff accountants. The City’s engagement will be staffed full-time, as required, by both partners, one manager, one senior, one staff accountant, plus administrative assistance.

Peer Review

Our firm is devoted to quality, and we have taken extra steps to assure that we meet the highest professional standards of quality. Our firm has a program of quality control to ensure that our engagements meet the standards of the Yellow Book, including qualifications, independence, due professional care, and quality control. Every three years we must undergo a peer review of our system of quality control for our accounting and auditing practice. Our peer review includes an onsite review of specific government engagements. A Peer Review Committee establishes the standards and procedures governing the conduct of the peer review. Upon completion of the peer review, the reviewers communicate their findings to the reviewed firm and

prepare a written report. These standards provide that the report should contain, among other things:

- The reviewer's opinion on whether the reviewed firm's quality control system met the guidelines of quality control standards established by the AICPA, and whether the system was being complied with to provide the firm with reasonable assurance of conforming to professional standards.
- The reviewer may issue an unqualified, qualified or adverse opinion. We are pleased to report that we have always received an unqualified opinion - the highest level of assurance possible. Our continued participation in periodic peer reviews and our voluntary membership in the AICPA and the California Society of CPAs support the firm's commitment to quality and client service.

A copy of our most recent peer review report is provided in Appendix B.

Professional Associations

We are members of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants. In addition, our firm is a member of the AICPA's Governmental Audit Quality Center. We are also members in the Governmental Finance Officers Association (GFOA).

No Record of Substandard Work

Our firm does not have a record of substandard audit work, nor any outstanding claim of substandard work or unsatisfactory performance pending with the State Board of Accountancy nor the Federal Inspector General. There have not been any positive enforcement actions or other matters that would reflect negatively on our professional qualifications, including any action for substandard audits taken by the State Board of Accountancy, or the Federal Inspector General.

Disciplinary Action

There are not any current or pending disciplinary or litigation actions against our firm in any manner related to our professional activities, nor have there been any such actions in the past.

4. PARTNER, SUPERVISORY, AND STAFF QUALIFICATIONS AND EXPERIENCE

Qualifications and Experience of Individuals Assigned to the Engagement

The engagement team for the City of Grass Valley collectively possess over 66 years of auditing experience. They have the ability and expertise to meet the complex demands of the engagement.

- Norman Newell, CPA – Norman is a partner with Smith & Newell CPAs, specializing in government auditing. As a partner in the firm he will have hands-on involvement in all aspects of this engagement. He will serve as quality assurance partner for the City's audit. He will also be responsible for

onsite project management and for the day-to-day management of services to the City. He will be responsible for planning the audit and assuring that the design of audit programs achieves the objectives of the audit. He will review the progress of the audit, assist in resolving technical issues and review reports for overall quality. He reviews and signs all of the reports issued by Smith & Newell and is responsible for firm-wide quality control standards, including annual internal quality control inspections. He will have ultimate responsibility for the delivery of services to the City of Grass Valley and will work with the City regarding new accounting and auditing pronouncements, and ensure issues are identified and resolved in a timely manner.

- Carrie Schroeder, CPA – Carrie is a partner in Smith & Newell CPAs, specializing in government auditing. As a partner in the firm she will have hands-on involvement in all aspects of this engagement. She will serve as a quality assurance partner for the City's audit. She will be responsible for planning the audit and assuring that the design of audit programs achieves the objectives of the audit. As a partner in the firm she will assist in resolving technical issues and perform final review of reports for overall quality. She will work with the City regarding new accounting and auditing pronouncements, and ensure issues are identified and resolved in a timely manner.
- Matthew Davis, CPA – Matt is a manager in Smith & Newell CPAs, with experience in government auditing. As a manager in the firm he will be responsible for ensure the single audit requirements, if required, are complied with in accordance with the Uniform Guidance. His specialty is single audit compliance and keeping abreast of new developments and requirements in accordance with Uniform Guidance audits. He will also participate in various aspects of the City's audit, including internal control testing and analytical reviews.

Engagement Staffing

We are committing the engagement partners, manager, senior and staff as assigned in this proposal, and they will not be changed unless those personnel leave the firm. Resumes of these key professionals to be assigned to the City of Grass Valley's audit are provided on the following pages.

NORMAN NEWELL, CPA, PARTNER

POSITION

Norm is a partner in Smith & Newell CPAs specializing in audits of governmental entities.

EDUCATION

Bachelor of Science degree from University of California, Cal Poly and a second Bachelor of Science degree in Business Administration with a concentration in Accounting from California State University, Chico.

BACKGROUND

Norm has over 30 years of professional experience providing auditing, accounting and consulting services to governmental entities. As a partner in Smith & Newell, he has managed audits for numerous counties, cities, housing authorities, redevelopment agencies, special districts and grants and special programs.

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants (AICPA)
California Society of Certified Public Accountants (CalCPA)

CONTINUING PROFESSIONAL EDUCATION

Norm has satisfied the "Yellow Book" requirement of having at least 80 hours continuing professional education every two years, of which 24 must directly relate to the government environment and government auditing.

2017

Governmental, Accounting, & Auditing/Fraud	40
Tax	16

2018

Governmental, Accounting, & Auditing/Fraud	50
Tax	18
Ethics, Regulatory & Review	6

2019

Governmental, Accounting, & Auditing/Fraud	40.5
Tax	10
Ethics, Regulatory & Review	4

RELEVANT EXPERIENCE

For the fiscal year ended June 30, 2019, Norm actively participated in the government audits of six counties, four cities, and numerous special districts.

CARRIE SCHROEDER, CPA, PARTNER

POSITION

Carrie is a partner in Smith & Newell CPAs specializing in audits of governmental entities.

EDUCATION

Bachelor of Science in Business Administration with a concentration in Accounting from California State University Sacramento

BACKGROUND

Carrie has over 16 years of professional experience working with Smith & Newell. She has provided auditing and accounting services to a variety of governmental entities. As a partner in Smith & Newell, she has actively participated in audits for numerous counties, cities, housing authorities, redevelopment agencies, special districts, grants and special programs.

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants (AICPA)
California Society of Certified Public Accountants (CalCPA)

CONTINUING PROFESSIONAL EDUCATION

Carrie has satisfied the "Yellow Book" requirement of having at least 80 hours continuing professional education every two years, of which 24 must directly relate to the government environment and government auditing.

2017

Governmental, Accounting, & Auditing/Fraud	68
Tax	16
Ethics, Regulatory & Review	4

2018

Governmental, Accounting, & Auditing/Fraud	35
Tax	18

2019

Governmental, Accounting, & Auditing/Fraud	54
Tax	12
Ethics, Regulatory & Review	4

RELEVANT EXPERIENCE

For the fiscal year ended June 30, 2019, Carrie actively participated in the government audits of six counties, four cities, and numerous special districts.

MATTHEW DAVIS, CPA, MANAGER

POSITION

Matt is a manager in Smith & Newell CPAs specializing in audits of governmental entities.

EDUCATION

Bachelor of Science degree from Harding University, Arkansas

BACKGROUND

Matt has over 20 years of professional experience providing auditing, accounting and consulting services to governmental entities. As a manager in Smith & Newell, he has actively participated in audits for numerous counties, cities, housing authorities, redevelopment agencies, special districts and grants and special programs.

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants (AICPA)
California Society of Certified Public Accountants (CalCPA)

CONTINUING PROFESSIONAL EDUCATION

Matt has satisfied the “Yellow Book” requirement of having at least 80 hours continuing professional education every two years, of which 24 must directly relate to the government environment and government auditing.

2017

Governmental, Accounting, & Auditing/Fraud	68
Tax	16
Ethics, Regulatory & Review	4

2018

Governmental, Accounting, & Auditing/Fraud	35
Tax	18

2019

Governmental, Accounting, & Auditing/Fraud	48.5
Tax	8
Ethics, Regulatory & Review	4

RELEVANT EXPERIENCE

For the fiscal year ended June 30, 2019, Matt actively participated in the government audits of six counties, four cities, and numerous special districts.

5. SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

Smith & Newell CPAs provides a significant amount of audit services to governmental entities. A firm resume of governmental audits we have performed in the last five years is included in Appendix A. A representative list of three of those audits follows:

City of Colusa

Scope of Services:

Conducted financial and/or compliance audits and prepared reports as follows:

- Annual Financial Report
- Single Audit Report
- Appropriations Limit

Client Contact:

Toni Benson, Finance Director
425 Webster St
Colusa, CA 95932
(530) 458-4941 Ext. 104
accounting@cityofcolusa.com

City of Jackson

Scope of Services:

Conducted financial and/or compliance audits and prepared reports as follows:

- Annual Financial Report
- Single Audit Report
- Annual Report of Financial Transactions
- Public Finance Authority Annual Financial Report

Client Contact:

Dalacie Blankenship, Accounting Manager
33 Broadway
Jackson, CA 95642
(209) 223-1646 Ext. 120
dblankenship@ci.jackson.ca.us

City of Shasta Lake

Scope of Services:

Conducted financial and/or compliance audits and prepared reports as follows:

- Comprehensive Annual Financial Report
- Single Audit Report

Client Contact:

Wendy Howard, Finance Director
4477 Main St
Shasta Lake, CA 96019
(530) 275-7429
whoward@cityofshastalake.org

6. SPECIFIC AUDIT APPROACH

Our audit methodology for performing financial statement audits of government entities involves four phases. Phase 1 – Planning and Strategy, Phase 2 – Systems Evaluation, Phase 3 – Testing and Analysis, Phase 4 – Reporting and Follow-Up. These phases are summarized below:

Phase 1 – Planning and Strategy

This phase establishes our basic understanding of the City and its environment and forms the basis of our evaluation of internal control.

- Establish an understanding with the City
- Schedule staffing and conduct staff fraud and discussion meeting
- Develop and expand understanding of the City's operations by review of prior year workpapers, reviewing minutes and discussion and analysis
- Determine planning and design materiality and tolerable misstatement
- Perform preliminary determination of major programs and materiality
- Conduct entrance meetings with City personnel and management and inquire about fraud and abuse.
- Identify significant processes and internal controls
- Conduct observations and walkthrough of transactions
- Identify risk factors
- Perform tests of transactions for payroll transactions, cash receipts and disbursements, and selected federal program expenditures
- Prepare initial Audit Preparation Schedule and transmit to the City

Phase 2 – Systems Evaluation

The timing of this phase is dependent on when the City has completed the initial Client Preparation Schedule and closed the City general ledger.

- Request Federal program expenditure schedule from City and determine major programs
- Request City closed trial balances
- Format financial statements and footnotes
- Perform preliminary analytical procedures
- Schedule meetings with City management to ensure good coordination of engagement
- Develop and expand understanding of information systems
- Identify control objectives
- Identify and understand relevant control activities for financial reporting as well as for single audit
- Determine the nature, extent and timing of control tests and compliance
- Perform nonsampling control tests and test compliance
- Assess internal control on a preliminary basis
- Design and update audit programs

Phase 3 – Testing and Analysis

The timing of this phase will be flexible to best accommodate the schedule of the City while keeping in line with statutory requirements.

- Conduct additional audit procedures to conclude on financial statement presentation
- Perform compliance procedures on required disclosures including pension and OPEB
- Perform compliance tests including the Uniform Guidance major single audit programs
- Progress conference and exit conference with the City to discuss reports, pending items and observations
- Obtain legal representation letter and review for potential liability
- Documentation and review of workpapers

Phase 4 – Reporting and Follow-Up

- Perform overall analytical procedures
- Reassess materiality and risk
- Evaluate misstatements
- Conclude other audit procedures and clear open items with City
- Determine conformity with applicable standards
- Complete comprehensive engagement review
- Prepare and compile draft reports including Annual Financial Report, Single Audit Report and Management Comment Letter for the City
- Review City comments and suggestions and make any required revisions
- Obtain Management Representation letter
- Make presentation to City

Technological Advantages

We have developed specialized resources for performing government audits. These resources include automated and electronic checklists for evaluation controls, source documents for risk-based audit methodology, standardized sample selection procedures, integrated trial balances, combining schedules and links to professional standards. Our staff have unlimited access to online reference libraries and electronic source documents to help maintain efficiency and accuracy during the audit process.

Our firm utilizes Thomson Reuters' Workpapers CS trial balance software that streamlines the audit process, and gives us the ability to manage documents and data from a variety of sources.

Smith & Newell CPAs is dedicated to protecting our clients' information. We provide an online client portal called SecureDrawer that gives our staff and our clients a very secure way to send and receive information during the audit quickly and securely. Each drawer is encrypted and accessed with a username and password unique to each client.

Laws and Regulations

In the City of Grass Valley's audit, substantial attention will be given to compliance with laws and regulations. Although management is responsible for ensure that the City complies with laws and regulations applicable to its activities, the independent auditor is responsible for considering them and how they affect the audit. We design the audit to provide reasonable assurance that the financial statements are free of material misstatements resulting from violations of laws and regulations that have a direct and material effect on the determination of financial statement amounts.

Among other things, Government Auditing Standards establish additional requirements related to:

- Noncompliance with contracts and grant agreements
- Abuse
- Communication of fraud, illegal acts, noncompliance and abuse

Single Audit Compliance

The Uniform Guidance states that the compliance testing shall include tests of transactions and such other auditing procedures necessary to provide the auditor sufficient evidence to support an opinion on compliance. Supporting an opinion on compliance on each major program requires testing of each major program.

Professional judgement is required in the selection of transactions for testing. Risk factors to consider include the following:

- Size of program
- Program maturity at the Federal agency
- Program maturity at the auditee
- Complexity
- Extent of contracting
- Multiple internal control structures
- Use of subrecipients
- Extent of computer processing
- Level of oversight
- Prior audit findings

The assurance required (and, therefore, the determination of the minimum sample size) is directly related to the risk of material noncompliance remaining after other audit procedures (risk assessment procedures, substantive analytical procedures, and tests of individually important items) have been performed. We typically assume a five percent tolerable exception rate and based on the degree of assurance needed after analysis of our other audit procedures, we select a sample size based on paragraph 11.72 of the GAS/SA Audit Guide.

Identification of Anticipated Potential Audit Problems

We are not aware of any anticipated problems.

Workpaper Retention

Audit programs, workpapers and reports will be retained for a period of seven years after the completion of the audit and made available for inspection by the City of Grass Valley, oversight or cognizant agencies, parties designated by federal or state governments, auditors of entities of which the City of Grass Valley is a subrecipient of grant funds or component unit, and additional auditors if requested by them.

Report Format

Sample formats of required reports for this engagement can be obtained by reviewing audit engagements we have completed for other government entities. The City of Colusa's financial reports are available at:

<https://www.cityofcolusa.com/home/government/departments/finance/>

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Section II – Cost Proposal

1. FEE PHILOSOPHY

Our fee philosophy is to foster long-term client relationships by offering fair pricing commensurate with our expertise. We strive to maintain efficiency in our audit approach so we can achieve maximum results in the budgeted time. We also strive to maintain billing rates that are reasonable in relation to the expertise of our staff.

As partners in the firm of Smith & Newell CPAs, Norman Newell and Carrie Schroeder are authorized to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City of Grass Valley.

2. TOTAL ALL-INCLUSIVE MAXIMUM PRICE

	<u>2019/20</u>
Annual Financial Report	\$ 32,150
Single Audit Report	<u>9,350</u>
Total	<u>\$ 41,500</u>

If it should become necessary for the City of Grass Valley to request the auditor to render any additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Grass Valley and Smith and Newell CPAs. Any such additional work agreed to between the City of Grass Valley and Smith and Newell CPAs shall be performed at a negotiated (agreed-upon) rates relative to the contracted service fee.

3. RATES BY STAFF LEVEL

<u>Staff</u>	<u>Rate</u>
Partner	\$ 175
Manager	120
Senior	100
Staff Accountant	80
Administrative Assistant	60

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APPENDIX

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FIRM RESUME

(Last Five Years)

Cities (Including Single Audits)

City of Auburn
City of Colusa
City of Jackson
City of Lincoln
City of Live Oak
City of Nevada City
City of Shasta Lake
City of Yreka

Counties (Including Single Audits)

County of Amador
County of Calaveras
County of Colusa
County of Del Norte
County of Glenn
County of Mariposa
County of Nevada
County of Plumas
County of Siskiyou
County of Sierra
County of Tehama

Redevelopment Agencies/Housing Authorities

City of Live Oak Redevelopment Agency
Regional Housing Authority
Sutter Community Affordable Housing

Transportation Audits

Colusa County Transportation Commission/Transit
Lake County/City Area Planning Council
Lake County Transit Authority
Mariposa County Transportation Commission/Transit
Plumas County Transportation Commission/Transit
Sierra County Transportation Commission/Transit

Other Audits

Amador County Dept of Auto Ins Fraud Program
Amador County Dept of WC Ins Fraud Program
3CORE, Inc.
Central Valleys Rice Growers Association
Children and Families First - Mariposa County
Children and Families First - Plumas County
Counseling Solutions
North Valley Behavioral Health
Priorities, Inc.
Siskiyou County Dept of Auto Ins Fraud Program
Siskiyou County Dept of WC Ins Fraud Program
Willow Glen Counseling Center
Yuba Sutter Economic Development Corporation

Special Districts

Big Rock Community Service District
Big Springs Irrigation District
Border Coast Regional Airport Authority
Brophy Water District
Butte County Air Quality Management District
Butte Valley Fire Protection District

Special Districts (Continued)

Cemetery District No. 2 of Sierra County
Cemetery District No. 3 of Sierra County
Cemetery District No. 5 of Sierra County
Colusa County Water District
Colusa Resource Conservation District
Copco Lake Fire Protection District
Crescent Fire Protection District
Del Norte County Library District
Del Norte Solid Waste
Drainage District No. 1
Drainage District No. 100
Etna Cemetery District
Feather Water District
Fort Dick Fire Protection District
Gilsizer County Drainage District
Happy Camp Fire Protection District
Hidden Valley Lake CSD
Higgins Area Fire Protection District
Hunter Valley Community Service District
Kelseyville Fire Protection District
Knights Landing Ridge Drainage District
Keystone Cemetery District
Lake County Fire Protection District
Lake of the Pines Ranchos CSD
Lakeport Fire Protection District
Levee District No. 1
Levee District No. 9
Live Oak Cemetery District
Mariposa Resource Conservation District
Maxwell Public Utility District
Mayten Fire Protection District
Montague Fire Protection District
Montague Water Conservation District
Mystic Mine Road Community Services District
North San Juan Fire Protection District
Northshore Fire Protection District
Oak Tree Park & Recreation District
Ophir Hill Fire Protection District
Picard Cemetery District
Pleasant Grove Cemetery District
Reclamation District No. 108
Reclamation District No. 777
Reclamation District No. 2056
Redwood Park Community Service District
Roseville Public Cemetery District
Rough & Ready Fire Protection District
Sacramento River Westside Levee District
Sacramento Valley BAPCC
San Juan Ridge County Water District
Scott Valley Fire Protection District
Scott Valley Irrigation District
Scott Valley & Shasta Valley Watermaster Dist
Smartsville Cemetery District
Smartsville Fire Protection District
Smith River Community Service District
Smith River Fire Protection District
South Sutter Water District

Special Districts (Continued)

South Yreka Fire Protection District
Sutter Basin Fire Protection District
Sutter Cemetery District
Sutter Community Services District
Sutter Resource Conservation District
Sutter-Yuba Mosquito and Vector Control District
Yolo County Water Control and Conservation District
Tulelake Multi-County Fire Protection District
Williams Fire Protection Authority



www.CoughlanNapaCPACo.com
Company@CoughlanNapaCPACo.com

Report on the Firm's System of Quality Control

November 28, 2018

To Smith & Newell and the
Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Smith & Newell (the firm) in effect for the year ended May 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Smith & Newell in effect for the year ended May 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Smith & Newell has received a peer review rating of *pass*.

Coughlan Napa CPA Company, Inc.

Coughlan Napa CPA Company, Inc.



City of Grass Valley City Council Agenda Action Sheet

Title: 2022 Annual Measure E Street Rehabilitation Project - Authorization to Award Contract

Recommendation: That Council 1) award a contract for the 2022 Annual Measure E Street Rehabilitation Project to JV Lucas Paving Inc., 2) authorize the Mayor to execute the construction contract, subject to legal review and, 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount.

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

Council Meeting Date: 08/23/2022

Date Prepared: 08/18/2022

Agenda: Consent

Background Information: The 2022 Annual Measure E Street Rehabilitation Project involves the resurfacing of Idaho Maryland Road from E Main Street (including the roundabout) to approximately 250 feet east of Railroad Avenue, the entire length of Scandling Avenue, and Sierra College Drive from E Main Street to Litton Dr (including the roundabout). Project work includes pavement grinding, overlay and replacements, utility adjustments, striping and marking.

Bids were opened on August 11, 2022 and eight bids were received. A bid summary is attached. Staff reviewed the low bid of \$978,413.75 submitted by JV Lucas Paving Inc. and determined the bid to be complete and responsive.

Staff recommends that Council award the construction contract to JV Lucas Paving Inc., in the amount of \$978,413.75; authorize the Mayor to execute the construction contract, subject to legal review and subject to the bid protest period; and authorize the City Engineer to approve construction change orders up to 10% of the contract amount.

Council Goals/Objectives: The 2022 Annual Measure E Street Rehabilitation Project executes portions of work tasks towards achieving/maintaining Strategic Plan Goal - City Infrastructure Investment

Fiscal Impact: The 2022 Annual Measure E Street Rehabilitation Project was fully funded in the FY 22/23 CIP Budget with Measure E funds.

Funds Available: Yes

Account #: 300-406-63850

Reviewed by: _____ City Manager

**2022 MEASURE E STREET REHABILITATION PROJECT
PROJECT #22-01
BID SUMMARY**

Date: 08/11/2022; 3:30 p.m.

Engineer's Estimate: \$1,000,000.00

BIDDER	DATE/TIME REC'VD	AMOUNT
JV Lucas Paving, Inc. PO Box 2887 Martinez, CA 94553	08/11/2022 3:17 pm	\$978,413.75*
B&M Builders 11330 Sunrise Park Drive, Suite C Rancho Cordova, CA 95742	08/11/22 3:22 pm	\$1,473,251.00
Hansen Bros. Enterprises PO Box 1599 Grass Valley, CA 95945-1599	08/11/22 3:22 pm	\$1,125,385.00
All-American Construction, Inc. PO Box 635 Live Oak, CA 95953	8/11/22 3:22 pm	\$1,215,765.00
Herback General Engineering 2531 Nowlin Road Minden, NV 89423	8/11/22 3:06 pm	\$1,449,123.00
Lamon Construction Co., Inc. 871 Von Geldern Way Yuba City, CA 95991	8/11/22 3:08 pm	\$1,179,426.40
Central Valley Engineering & Asphalt, Inc. 216 Kenroy Lane Roseville, CA 95678	8/11/22 3:14 pm	\$1,389,269.00
Knife River Construction 1764 Skyway Chico, CA 95928	8/11/22 3:15 pm	\$1,392,897.50

*** Apparent Low Bidder**



City of Grass Valley City Council Agenda Action Sheet

Title: Planning Commission Recommendation of Development Code Amendments.

Recommendation: The Planning Commission Recommends that the City Council approved the Development Code Amendments, as presented, or as modified by the City Council, which includes the following actions:

1. Determine the project Statutorily Exempt, as the appropriate level of environmental review, in accordance with the California Environmental Quality Act (CEQA) and Guidelines;
2. Hold the first reading of an Ordinance Approving the Development Code Amendments as presented by title only; and,
3. Adopt Findings of Fact for the Development Code Amendments as presented.

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

Council Meeting Date: August 23, 2022

Date Prepared: August 16, 2022

Agenda: Public Hearing

Project Description: The various Development Code Amendments include, but are not limited to: consideration of limiting the quantity of Short Term Rentals (e.g. Airbnb, VRBOs, etc.) allowed in residential zones; amending monument and mural sign permit approval processes; adding a definition and use for beekeeping; expanding Limited Term Permits to include Mobile Food Facilities (food trucks); increasing the height of carriage houses; approval of uses in the Recreation and Public Zones; allowing open type fencing in the Creek and Riparian Zones; updating the City's Affordable Housing Density Bonus section and section that deals with appeals related to Tentative Maps to ensure consistency with State law. The Development Code was adopted by the City Council on April 11, 2007, and has been amended multiple times since adoption.

Background Information: On June 21, 2022, the Planning Commission held a public hearing on the Development Code Amendments. A consensus was reached by the Planning Commission on all the Development Code Amendments; however, substantive discussion occurred at the Planning Commission relating to Short Term Rentals and Approval of Uses in the Recreation and Public Zones as outlined below:

Short Term Rentals (STRS) - There are currently 23 Hosted Short-Term Rentals (owner/manager lives in home and rents room(s)), 25 Vacation Home Short Term Rentals

(whole house is rented), and 9 Bed & Breakfast (owner/manager lives in home and rents room(s)). In total, there are 57 permitted short-term rentals in the City Limits.

Four amendments to Short Term Rentals regulations are proposed: 1) limiting quantity of STRS per lot; 2) disallowing STRs in Accessory Dwelling Units (ADUs); 3) amending parking requirements; and 4) clarifying legally non-conforming status.

After further discussion, the Planning Commission reached a consensus on the above noted Short Term Rental changes; however, the policy question of whether the City should continue to allow unlimited STR permits and business licenses, or if a cap or other restriction should be considered to ensure the permanent rental housing stock is not continually diminished was questioned by the Planning Commission. As the City Council may recall, this was a policy discussion/concern at both the Planning Commission and City Council several years ago and staff believed it prudent to raise once again considering the number of STR applications submitted the last several years.

Ultimately, the Planning Commission noted concerns about the loss of rental units and increasing number of Short-Term Rentals but could not reach a decision on whether to limit the number of Short-Term Rentals and if so, what that number should be? Staff suggested that perhaps a study session with the City Council could be arranged to provide further discussion and consensus.

Approval of Uses in the Recreation and Public Zones - Presently, both the Open Space and Public Zones require review and approval of projects by the Planning Commission. However, to expediate park projects and considering that park projects require City Council approval of financial commitments, the proposed amendment is to have park projects approved by the City Council directly, without Planning Commission approval.

The Planning Commission had concerns with this approach noting that the Planning Commission should have a role in reviewing development proposals in the City, if for no other reason than to provide an additional forum for public input. The Planning Commission further noted that providing more public opportunities; not less, always results in better project outcomes.

Council Goals/Objectives: The Development Code Amendments execute portions of work tasks towards achieving/maintaining Strategic Plan Goal #5 - High Performance Government & Quality Service.

Fiscal Impact: Development Code Amendments were prepared with existing staffing resources. No impact to the General Fund will occur.

Funds Available: N/A

Account #: N/A

Reviewed by: _____ City Manager

_____ Community Dev. Director

ATTACHMENTS:

Attachment 1 - Draft Ordinance No: _____

Attachment 2 - Planning Commission Staff Report dated June 21, 2022, with Attachments

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
AMENDING THE GRASS VALLEY DEVELOPMENT CODE, TITLE 17 OF THE CITY
MUNICIPAL CODE**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GRASS VALLEY AS FOLLOWS:

SECTION 1. That Grass Valley Development Code is hereby amended as shown in **Exhibit “A”**.

SECTION 2. In compliance with Chapter 17.94 of the City Development Code, the City Council adopts the following findings in support of this amendment to the Development Code:

1. The proposed amendments are consistent with the General Plan. *Rationale: The 2020 General Plan identifies many policies now reflected in the Development Code. The proposed changes are generally minor clean up items that do not conflict with any specific General Plan policy.*
2. The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City. *Rationale: The proposed changes are considered minor clarifications in general and do not result in any significant changes that could be detrimental to the public interest, health, safety, convenience, or welfare.*
3. The proposed amendments are internally consistent with other applicable provisions of the Development Code. *Rationale: The proposed changes will create internal consistency with other provisions of the Development Code.*
4. On June 21, 2022, the Grass Valley Planning Commission conducted a public hearing on the proposed amendments and provided a recommendation of approval as Development Code Amendments noted in **Exhibit “A”**.
5. The City adopted a Negative Declaration for the Development Code on April 11, 2007. A Statutory Exemption has been determined by the Planning Commission for the

proposed amendments to the Development Code.

6. The City Council concurs with the recommendations of the Planning Commission and determines the project Statutory Exempt as the appropriate environmental review for the proposed amendments to the Development Code.

SECTION 3. The City Council amends the City Development Code, Title 17, through its approval of this ordinance and further adopts and integrates all of the changes to the Development Code, Title 17, of the City Municipal Code as referenced and noted in **Exhibit "A"**.

SECTION 4. This ordinance shall take effect thirty (30) days from and after the date of its adoption and a summary of said ordinance shall be published once within fifteen (15) days upon its passage and adoption in The Union, a newspaper of general circulation printed and published in the Grass Valley Area.

INTRODUCED and first read on the 23rd day of August 2022

PASSED AND ADOPTED this 13th day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ben Aguilar, Mayor

ATTEST:

Taylor Day, Deputy City Clerk

APPROVED AS TO FORM:

Michael Colantuono, City Attorney

PUBLISH DATE: _____

2022 Development Code Amendments

Item # 11.

Section	Current Text	Proposed Text	Purpose of Amendment
SHORT TERM RENTALS (STRs)			
Staff requests direction on whether Planning Commission/City Council would like to put a cap on the total number of allowed STRs in City. Currently, 40% of STRs (Hosted & Home) owners do not live in City limits. There are 23 Hosted STRs, 21 Vacation Home STRs, and 9 B&Bs			
17.44.205 Short Term Rentals	A. Purpose. This section provides standards for vacation rental homes and hosted short-term rental units...	ADD Each property is limited to one short term rental, and short-term rental units are not permitted in ADUs/Second Units.	To limit short term rentals in residential neighborhoods; to comply with State law, and to ensure the intent of this section (to minimize impacts on surrounding residential areas and to protect the residential character of the neighborhoods) is maintained.
17.44.205 Short Term Rentals	B. Standards for Hosted Short-Term Rental Units. C. Standards for Vacation Rental Homes.	ADD Pursuant to the intent of Government Code Section 65852.150, second units are prohibited from being used for short term rentals.	To clarify that short term rentals are only allowed from primary dwelling units. The intent is to reserve second units/ADUs for long term rental stock.
Table 3-3	Lodging Bed and breakfast inn; hosted short term rental units; vacation rental home1 space for each guest room, plus 2 spaces for the manager or owner. For vacation rental home, - if owner or manager do not occupy home - 1 space per each guest room.	ADD May be accommodated through on-site tandem parking - managed by owner or operator.	Because most properties within the City can accommodate the off-street parking requirements for STRs via tandem parking, and tandem parking is unlikely to cause an issue as guests are likely renting STR together.
Table 2-7	Hosted Short Term Rental Vacation Home Rental	Hosted Short Term Rental Permitted in R-2 & R-3 if existing Legally Non-Conforming (LNC) Single Family Dwelling (SFD) Vacation Home Rental Permitted in R-2 & R-3 with approval of MUP and existing LNC SFD *STR use would be void if single family dwelling is replaced with multifamily use.	To allow for an exception to the restriction of STRs in multifamily zones where there is an existing single-family dwelling. The City has received multiple requests for STRs from SFDs in multifamily zones, this would address their desire to have access to the same use as SFDs in single family zones.
SIGNS			
Table 3-9 Sign Permit Review Authority	All monument signs and signs within specified areas - Development Review Committee - Issue	CHANGE All monument signs and signs within specified areas - Director - Issue	To expedite the process and lower the cost of Monument Sign permits by eliminating redundant review of plan submittals. Existing standards (17.38.080 B.) provide design guidelines used for approval.

2022 Development Code Amendments

Item # 11.

Section	Current Text	Proposed Text	Purpose of Amendment
Table 3-9 Sign Permit Review Authority	Murals DRC recommends to PC	REMOVE DRC review/recommendation - straight to PC for approval. (If proposed mural is in Historic District, Historic Commission review will be required).	Help expedite, and make less rigorous, the mural review process.
ANIMAL KEEPING			
17.100.020	"Crop Production, Horticulture, Orchard, Vineyard."	ADD Beekeeping - "Pollinator apiary" means an apiary established for the pollination of commercial seed, fruit, nuts, or other commercial crops dependent upon bee pollination. Pollination apiaries are temporary in nature , and their longevity is determined by the specific crop to be pollinated.	To provide a definition of beekeeping and to support any commercial agricultural operations wanting to utilize a pollinator apiary in the City.
FOOD FACILITIES			
17.72.040 (E)(10)	Limited Term Permits E. Allowed Short-Term Activities. (10) Temporary Vendor Carts/Stands	CHANGE/ADD "Temporary Vendor Carts/Stands" to include "Mobile Food Facilities" (see attachment).	To create standards to allow temporary Mobile Food Facilities (not associated with a special event) on private property.
17.100.020		ADD Definition: "Mobile Food Facility (MFF)." Any vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. (See attachment)	Definition matches Nevada County Environmental Health Department's definition of MFF. Any MFF applicants in the City will require Nev. County EH approval, so keeping with their definition will help align our interconnected processes.
Table 2-10	Cottage food allowed in Residential zones only	ADD Traditional Community Zones (TC, NC, NC-Flex, NG-3, NG-2)	To allow cottage food businesses in all residential zones, as required by State law.
SECOND UNITS/ACCESSORY DWELLING UNITS			
Table 2-10	Second Unit or Carriage House	ADD Note that Second Unit or Carriage House is permitted in all zones if there is an existing LNC SFD on the property	To allow owners/residents of LNC SFDs in non-residential zones to create second unit/ADU opportunities.
17.100.020	"Permanent Dwelling" is used to define "second unit or carriage house": A second permanent dwelling that is accessory to a primary dwelling on the same site.	REMOVE "Permanent dwelling" and replace with "dwelling unit"	To help provide clarification as there is no definition of "permanent dwelling" in the Development Code

2022 Development Code Amendments

Item # 11.

Section	Current Text	Proposed Text	Purpose of Amendment
17.21.080 - NG-2 Standards	Ancillary Building Max. 1 1/2 stories, 15' max.**	ADD Carriage House allowing 2 stories, 25' max height	Carriage House is above garage - height limit of 15' prohibits ability to construct unit.
17.100.020	“Second Unit” or “Carriage House”	CHANGE “Second Unit” to “Accessory Dwelling Unit (ADU)”	To update terminology so it aligns with current state standards.
PUBLIC ZONE			
Table 2-14	Uses currently listed as not permitted in OS zone: - Meeting Facility, public or private - Sports and active recreation facility - Studio - Art, dance, martial arts, music etc.	ADD Permitted (P*) designation, and Note: (4) *Permitted in City parks only	These recreational uses currently take place in City parks, so this update would help ensure City code is consistent with current land uses taking place in parks.
Table 2-14	Use Permit (UP) is required for park projects in the REC (Recreation) & P (Public) Zones	CHANGE To: P - Permitted Use	To help expedite park projects. Park projects would be approved by City Council and would not have to be reviewed by Planning Commission.
17.26.050 - OS Zone 17.26.060 - P Zone	17.26.050 - B. Criteria for Approval 17.26.060 - C.2. ...“ approved by the commission” Both sections refer to the “commission” for approval.	CHANGE “Commission” to “Council”	To clarify the approving body.
17.70.030 Table 7-1		ADD <u>Type of Action:</u> Park Projects <u>Dev. Code Sections:</u> 17.26.050 & 17.26.060 <u>Role of Review Authority:</u> Director - Recommend No Planning Commission Action City Council - Decision	Current Park projects are required to go to City Council for approval of funding and design. This action would prevent the confusion that’s occurred in the past where park projects approved by Council are brought to PC after Council’s approval.
FENCE & STRUCTURE HEIGHT MEASUREMENT AND PLACEMENT			
17.30.040 B. (1) Notes	A fence or wall up to eight feet in height may be allowed when the portions above six feet are of an open design (e.g., lattice, wrought iron or grille work); or where a solid fence up to eight feet is authorized by Minor Use Permit. A Building Permit also may be required.	ADD A fence or wall up to eight feet in height may be allowed when the portions above six feet are of an open fencing design (e.g., lattice, wrought iron or grille work); or where a solid fence up to eight feet is authorized by Minor Use Permit. A Building Permit also may be required.	To help provide clarification.
17.50.040 H.	Open Space Areas.	ADD	To help separate bank and reduce encroachment into the creek/water

2022 Development Code Amendments

Item # 11.

Section	Current Text	Proposed Text	Purpose of Amendment
		Allow installation of decorative, open design fencing in the open space areas within watercourse setbacks.	
17.30.050 C.	Height Measurement. The maximum allowable height shall be measured as the vertical distance from the natural grade of the site to an imaginary plane located the maximum allowed number of feet above and parallel to the grade.	CHANGE/ADD The maximum allowable height shall be measured as the vertical distance from the eave or bottom of parapet of the structure to the finished grade. The finished grade shall not be artificially raised to gain additional building height.	To help clarify height measurement.
DENSITY BONUSES PLANNED DEVELOPMENT PERMITS SUBDIVISIONS			
17.32.010	Affordable Housing Density Bonuses and Incentives	CHANGE Due to the fluidity of CA State Housing Density Bonus laws (SB 2222), staff proposes to edit this section to refer to state law throughout. (See attachment to review proposed edits)	To ensure City code doesn't conflict with state law. Staff will have a handout, to be updated annually, that will help summarize current state laws related to housing density bonuses.
17.72.050	Planned Development Permits. A. Purpose.	ADD "Planned Development permits are subject to the review and interpretation of the Community Development Director."	To help further support the purpose of Planned Development Permits: "flexibility in the application of development code standards."
17.72.050 C.1. a. & e.	C. Application Requirements. 1. a. Provision of affordable workforce housing units and a mix of housing types. e. Future short- and long-term fiscal impacts.	ADD a. "If" provision of affordable..."is proposed, then" the applicant shall... REMOVE e.	To help clean up this section and provide more clarity for developers. Measure E expands funding for such general fund purposes as increased police and fire services, enhancing parks and recreational services, and improving streets and sidewalks.
Article 8	Chapter 17.80 - Subdivision Ordinance Applicability and Administration	CHANGE Due to the fluidity of CA State laws (SB 9 & 10), staff proposes to edit this section to refer to state law throughout.	To ensure City code is consistent with state law. Staff will have a handout, to be updated annually, that will help summarize current state laws related to subdivisions.
17.80.080	Type of subdivision approval required.	ADD SB-9 - A proposed housing development containing no more than two residential units within a single-family residential zone shall be considered ministerially, without discretionary review or a	To update City codes to include definition of Senate Bill - 9 Staff has prepared a handout to provide to the public that summarizes the details and requirements of SB-9 application process.

2022 Development Code Amendments

Item # 11.

Section	Current Text	Proposed Text	Purpose of Amendment
		hearing, if the proposed housing development meets the necessary requirements.	
17.80.110	Any interested person may appeal any decision of the director or city engineer to the commission and may appeal any decision of the commission to the council, in compliance with Chapter 17.91 (appeals).	ADD In accordance with Map Act 66452.5 - Any appeal of a project that includes a subdivision map <i>shall be filed with the clerk of the appeal board, or if there is none, with the clerk of the legislative body within 10 days after the action of the advisory agency from which the appeal is being taken.</i>	To ensure compliance with State law.
MISCELLANEOUS			
Table 2-10	Industry, Manufacturing & Processing Storage	ADD Storage - Vehicle - Permitted in M-1 zone	Cleanup item. There is a definition for vehicle storage in glossary, but no reference to use being allowed in any zone.
17.24.040 Tables 2-11 & 2-12	Height Limit refers to section 17.30.060	CHANGE To section 17.30.050 (060 is a typo and incorrect reference)	Cleanup item.
Table 2-13	Additional Zone Standards	REMOVE	Inapplicable.
Definitions	Extended Hour Retail. A business that is open to the public between the hours of 11 p.m., and 6 a.m.	REMOVE	Not used.
Definitions	Transect.	REMOVE definition and diagram	Inapplicable.
Tables 2-7, 2-10, 2-14	S - Permit requirement determined by specific use regulations	REMOVE	Not used.
Table 2-7 Day Care - Large	MUP required for all residential zone	REMOVE MUP requirement - permitted in all zones per SB 234	To comply with SB 234