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## GRASS VALLEY

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

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Tuesday, February 08, 2022 at 7:00 PM

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

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

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

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

## AGENDA

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

### VIRTUAL MEETING NOTICE

In response to Governor Newsom's Assembly Bill 361 and Resolution 2020-09 Declaring the Existence of a Local Emergency related to the COVID-19 pandemic, public participation in the City of Grass Valley City Council and other public meetings shall be electronic only, and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. City Council welcomes you to attend the meetings electronically, which are scheduled at 7:00 p.m. on the 2nd and 4th Tuesdays of each month. Your interest is encouraged and appreciated.

This meeting is being broadcast "live" on Comcast Channel 17 by Nevada County Media, on the internet at [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com), or on the City of Grass Valley YouTube channel at <https://www.youtube.com/channel/UCdAaL-uwdN8iTz8bl7SCuPQ>. Indexed archives of meetings are available via this link as well.

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

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

**If you do not have the means to participate in meetings electronically, contact the City at (530) 274-4390 and staff will be happy to identify alternative means for you to participate.**

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

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

## **REPORT OUT OF CLOSED SESSION**

## **INTRODUCTIONS AND PRESENTATIONS**

1. Nevada County Arts Council Presentation on the Grass Valley-Nevada City Cultural District
2. Recognizing GVPD reserve officers who are retiring from service, for their dedication to the City.

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

**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 (roll call vote).*

3. Approval of the Regular Meeting Minutes of January 25, 2022.

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

4. Assembly Bill 361 Resolution

**Recommendation:** Adopt resolution R2022-06 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

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

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

6. Local Emergency Proclamation (COVID-19)

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

7. Local Emergency Proclamation (Drought Conditions)

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

8. Public Works and Police Department Restructuring

**Recommendation:** That Council 1) Review and approve the proposed reorganization of the Public Works and Police Departments; 2) approve the job descriptions and associated salary schedules for the Utilities Director, City Engineer and Deputy Police Chief; 3) approve adding the Utilities Director, City Engineer, and Deputy Police Chief to the allotted/authorized City positions; 4) review the proposed agreements (including Appendix A) for these positions; 5) authorize the City Manager to execute the agreements subject to legal review; and 6) authorize the Administrative Services Director to make any necessary budget adjustments and/or amendments to complete this action.

9. Second Reading of Ordinance No. 813 Rezoning the RV Park Resort and Annexation Project Properties Corporate Business Park (CBP) and Neighborhood Center Flex (NC-Flex) Zone.

**Recommendation:** Hold a Second Reading, by Title only, of Ordinance No. 813, which finalizes the Rezoning of the RV Park Resort and Annexation Project Properties as adopted by the City Council on January 25, 2022.

10. 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**

**ADMINISTRATIVE**

**BRIEF REPORTS BY COUNCIL MEMBERS**

**ADJOURN**

**POSTING NOTICE**

This is to certify that the above notice of a Closed meeting of The City Council, scheduled for Tuesday, February 8, 2022 at 7:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, February 4, 2022.

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



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## GRASS VALLEY

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

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Tuesday, January 25, 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

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

## MINUTES

### CALL TO ORDER

Meeting called to order at 7:06 by Mayor Aguilar.

### PLEDGE OF ALLEGIANCE

Pledge of allegiance led by Mayor Aguilar.

### ROLL CALL

#### PRESENT

Council Member Bob Branstrom

Council Member Hilary Hodge

Council Member Tom Ivy

Vice Mayor Jan Arbuckle

Mayor Ben Aguilar

### AGENDA APPROVAL -

Tim Kiser, requested to move item number 9, in regards to Pioneer Electric, to before the public hearing item.

Motion made to make noted change to agenda and approve the agenda by Council Member Branstrom, Seconded by Council Member Hodge.

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

### REPORT OUT OF CLOSED SESSION

No Close Session.

### INTRODUCTIONS AND PRESENTATIONS

1. Grand Jury Awareness Month Proclamation

### PUBLIC COMMENT

Attached



## **REORGANIZATION RELATED ITEMS**

### 2. Community Choice Aggregation Overview for Grass Valley

**Recommendation:** That Council 1) receive a presentation from Pioneer Community Energy on Community Choice Aggregation (CCA), and 2) provide direction to staff on next steps of evaluating possibility of Community Choice Aggregation for the City.

Pioneer Electric gave presentation to the council.

Council had discussions about customer discount, how the power is procured, options that the customers have, and wanting to continue the discussion.

Council directed staff to work with Pioneer Electric to come back in a month and give a more in depth presentation to the council.

## **CONSENT ITEMS**

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

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

### 3. Approval of the Regular Meeting Minutes of January 11, 2022

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

### 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. Second Reading of Ordinance 812 Amending Chapter 8.24 (Garbage Collection and Recycling) of the City of Grass Valley Municipal Code to ensure compliance with Senate Bill 1383 mandates.

**Recommendation:** That Council conduct the second reading, by title only, of Ordinance 812, which amends Chapter 8.24, Garbage Collection and Recycling.

### 8. Hinderliter de Llamas & Associates (HdL) Sales, Use and Transactions Tax Services Contract Amendment

**Recommendation:** It is recommended that the City Council adopt Resolution No. 2022-05 approving a contract amendment between the City of Grass Valley and Hinderliter de Llamas & Associates (HdL) for Sales, Use and Transactions Tax Services

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

**PUBLIC HEARING**

9. Grass Valley RV Park Resort and Annexation Project consisting of a 147 space RV Park Resort with 15 glamping spaces for short term camping and Annexation of ±45 acres into the City.

**Recommendation:** The Planning Commission recommends that the City Council approve the Grass Valley RV Park Resort and Annexation Project, as presented, or as modified by the City Council, which includes the following actions: 1. Adoption of a Mitigated Negative Declaration, prepared for the project, as the appropriate level of environmental review, in accordance with the California Environmental Quality Act (CEQA) and Guidelines; 2. Adoption of a Mitigation Monitoring & Reporting Plan (MMRP), implementing and monitoring all Mitigation Measures, in accordance with the California Environmental Quality Act (CEQA) and Guidelines; 3. Adoption of a Resolution Authorizing LAFCO Application for a Sphere of Influence Amendment and Annexation of ±45 acres for the RV Park Resort and Annexation Project as presented; 4. Adoption of an Ordinance Rezoning the Properties Corporate Business Park (CBP) and Neighborhood Center Flex (NC-Flex) Zone as presented; and, 5. Adoption of Findings of Fact and Conditions of Approval for the RV Park Resort and Annexation project as presented.

Lance Lowe, Principle Planner, and Rob Wood, applicant for the RV Park Resort, each gave a presentation to the council.

Councilmember Ivy had questions about the sewer line reimbursement, electricity upgrade, and fire escape routes. Councilmember Branstrom also wanted more information about fire escape routes and would like to request of the City and OES that this area be added to a fire planning scenario. Councilmember Hodge would prefer to see the site turned into the much needed affordable housing that our community needs. Councilmember Arbuckle requested that some type of literature be provided to each guest that would educate of the information needed during a wild fire.

Motion to 1. Adoption of a Mitigated Negative Declaration, prepared for the project, as the appropriate level of environmental review, in accordance with the California Environmental Quality Act (CEQA) and Guidelines; 2. Adoption of a Mitigation Monitoring & Reporting Plan (MMRP), implementing and monitoring all Mitigation Measures, in accordance with the California Environmental Quality Act (CEQA) and Guidelines; 3. Adoption of a Resolution Authorizing LAFCO Application for a Sphere of Influence Amendment and Annexation of ±45 acres for the RV Park Resort and Annexation Project as presented; 4. Adoption of an Ordinance Rezoning the Properties Corporate Business Park (CBP) and Neighborhood Center Flex (NC-Flex) Zone as presented; and, 5. Adoption of Findings of Fact and Conditions of Approval for the RV Park Resort and Annexation project as presented by Council Member Branstrom, Seconded by Vice Mayor Arbuckle.

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

Voting Nay: Council Member Hodge, Council Member Ivy

## **ADMINISTRATIVE**

### 10. City of Grass Valley Strategic Plan (last Updated April 2020)

**Recommendation:** That Council provide direction on updating the Grass Valley Strategic Plan.

Tim Kiser, City Manager, gave presentation to the City Council. Looking for direction on do we start a whole new Strategic Plan, or do we look at our objectives and projects and update that of the Strategic Plan.

Councilmember Ivy wants to keep moving forward with the existing Strategic Plan and discuss the objectives with the council and public inputs and some possible workshops. Councilmember Branstrom wants to keep moving forward with this and wants to have as much public comment. and hear from their other Councilmembers and hear their different perspectives on the Strategic Plan. Councilmember Hodge likes the outline of the current strategic plan but would be able to word smith portions of it. Councilmember Arbuckle would like to have in person interactions even if it was in a zoom format of a discussion of the objectives of the Strategic Plan with slight changes to the overall Vision and Missions. Mayor Aguilar wants to discuss the objective and have plenty of public outreach, and a solicitation of some sort for the public for their impute, and to gain the impute of the new councilmembers and their impute and to have a workshop reach out to the stake holders.

Council made the decision to direct staff to have groups of stake holders meet, create a community survey, and to bring back in march the data that was collected from those meetings for council to discuss.

## **BRIEF REPORTS BY COUNCIL MEMBERS**

Councilmember Ivy has nothing to report. Councilmember Branstrom has gotten so much positive feed back in regards to the storm debris pick up, homes for vets welcoming party, grass valley chamber community affairs meeting and how emergency service worked together to get power restored to the community, and California City round table about crime. Councilmember Hodge has nothing to report. Vice Mayor Aguilar league of city meeting, GVDA board meeting, County oversight meeting, nation league of cites public safety, California League of City Round table about crime, and she attended the key ceremony Homes for Vets as well. Mayor Aguilar attempted to go fishing during a tsunami, good job for all involved in regards to the storm debris clean up, and thank you to Councilmember hodge for attending the NCCA government day for him.

## **ADJOURN**

Meeting was adjourned at 9:56 pm.

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Ben Aguilar, Mayor

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Taylor Day, Deputy City Clerk

**Taylor Day**

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**From:** Mary Anne Davis <  
**Sent:** Friday, January 21, 2022 9:34 AM  
**To:** Public Comments  
**Subject:** Nevada County Media

Dear Grass Valley City Council,

I want to tell you how important I feel Nevada County Media is to our community, and to ask you to support funding for them.

As an individual, it gives me an outlet for creativity and education. I have attended small group meetings there, and I am so impressed with all they have accomplished. If it weren't for COVID, this would be a bustling hub of activity. Instead, they have managed to make the most out of it with protocols in place.

From a business/nonprofit organization perspective, we have used their services to help us with virtual events and recording of performances and speeches to use in our various events and activities. They are professional, affordable, and such an amazing treasure in our community.

Thank you,

Mary Anne Davis  
Grass Valley, CA  
530-263-0420

Sent from [Mail](#) for Windows

**Taylor Day**

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**From:** Ean Price Murphy  
**Sent:** Monday, January 24, 2022 2:06 PM  
**To:** Public Comments  
**Subject:** Nevada County Media

I'm reaching out to express my appreciation for the City of Grass Valley's support for Nevada County Media. I've been a member of NCM since I moved back to Grass Valley more than two years ago and even though I haven't been able to make as much use of the facility as I had hoped because of covid, they have still been an important part of my feeling connected to the community.

It has been so helpful to have media professionals to help with small editing projects for my business and to be able to keep those dollars local!

And, Ramona has been incredibly active on Facebook and other places connecting the community and providing opportunities not just for people to learn skills but for small businesses like myself to benefit through getting small promotion videos made and have some covid-safe in-person meetings.

I hope that CGV continues to offer support in real dollars in the future!

**Ean Price Murphy**

(she/her)

Founder of Moxie Bookkeeping

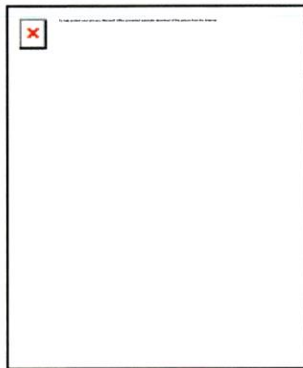
347-414-8286

530-718-9553

[Calendar Link](#)

[Leave us a review!](#)

[Free Profit First Quick Assessment](#)



**Public comment to Grass Valley City Council, 25 Jan. 2022, from Grass Valley resident Trina Kleist, regarding Nevada County Media and city PEG funds:**

My name is Trina Kleist, and I have lived in Grass Valley for nearly 17 years.

*Thank you,* City of Grass Valley, for supporting Nevada County Media with PEG funds that come to the city from cable television companies serving our area.

Grass Valley's support of Nevada County Media shows a **wise investment** in our community's **economic, nonprofit and educational life**. NCM is a community hub that focuses on digital communications. Its specialty is digital video and audio production, creating content for websites, YouTube, podcasts and other digital avenues, in addition to the old-school cable channels that remain a key source of information and entertainment for our rural neighbors.

Nevada County Media uses the PEG funds it receives from Grass Valley and other local jurisdictions to empower *all* county residents. That empowerment comes through access to high-quality, professional video production equipment and facilities -- cameras, lights, sound equipment, studio space including green screens and a teleprompter, computers and software to mix and edit material, and channels to distribute the resulting content.

Using NCM's beautiful new facility in Whispering Pines, business owners can produce advertisements and social media content to compete more effectively in the digital marketplace. Nonprofit organizations can create public service announcements that expand the reach of their messages.

Perhaps most importantly, our young people, at NCM, can learn skills and gain practice that make them **eligible for high-paying jobs** that increasingly require experience in professional-quality digital communications. I personally have worked with several local high school students who are gaining a unique experience at NCM, where they are learning skills that make them competitive with young people from the big city. I'm not talking about what they can do on their cell phones. I'm talking about learning to create *professional-quality products* that communicate, energize and prompt action among consumers of digital information.

In addition, NCM offers a creative space for musicians, filmmakers and artists. It offers a community gathering space for local organizations to hold their meetings and host town hall events. Its museum space documents our area's important role in developing high-definition video equipment that defines the television industry world-wide.

All this makes Nevada County Media a key component of our area's **economic engine**. It helps make our area competitive in **business**, in **education** and in **cultural amenities** that continue to attract top talent and **keep our community vibrant**.

**How many small towns have such a treasure-trove?** NCM is truly extraordinary.

I have benefitted directly from this foothills jewel. At Nevada County Media, I took classes that updated my skills and prepared me for a master's degree in communications. After graduating, I have continued to expand my knowledge and hone my digital skills at NCM as an intern, a volunteer and a member. Because of that experience, I am now taking my freelance business to a higher level with video production and editing. I would also be a competitive candidate for high-paying jobs across the country that ALL ask for experience using multiple digital platforms for professional communications. It shows how NCM benefits students of *all* ages!

So thank you, Grass Valley council members and city administrators, for your long-standing support of Nevada County Media. I ask that you please continue your financial support through PEG funds. NCM is a gold mine for growth in digital communications, fueling Grass Valley's competitiveness in the 21<sup>st</sup> century. Grass Valley's PEG funds help assure that this unique gold mine continues to produce.

Yours,  
Trina Kleist  
Grass Valley resident  
(530) 575-6132  
tkleistwrites@gmail.com



**Taylor Day**

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**From:** Veronika Behlmer  
**Sent:** Monday, January 24, 2022 4:00 PM  
**To:** Public Comments  
**Subject:** Trash along Brunswick near Whispering Pines intersection

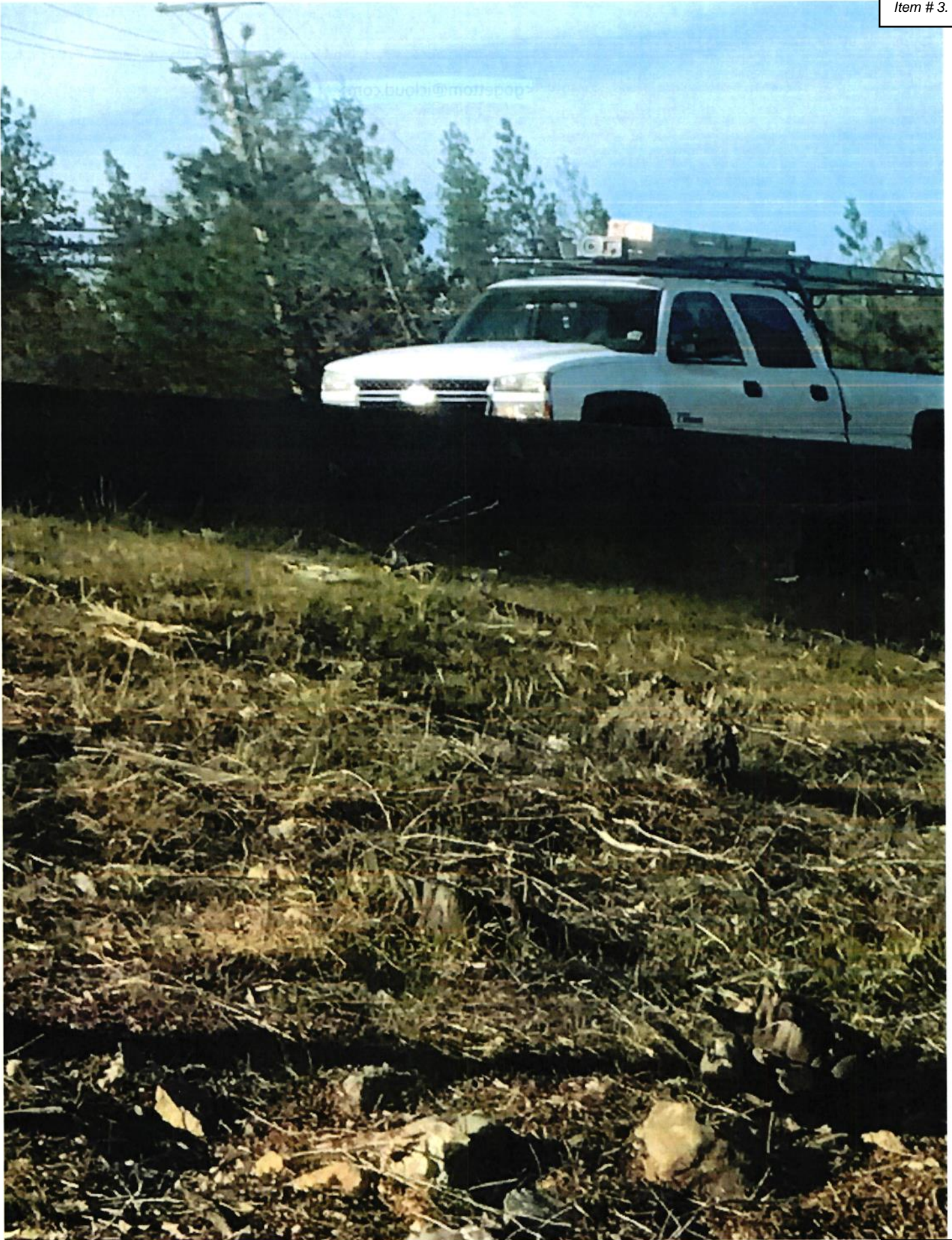
Dear Grass Valley City Council members

I wanted to bring to your attention the trash along Brunswick near the intersection with Whispering Pines. I am fairly certain it is from Waste Management trucks as they proceed to the Loma Rica recycling center. The trash does not appear to be thrown from cars ie fast food wrappers etc. The uphill grade of Brunswick might create a vacuum in the truck bins because the problem is localized to this area. I have called Waste Management three times (530 615-2015), which I understand is the local head office, but no one has returned the call. In the past, Waste Management has sent employees to pick up trash. It has been this way since the brush along Brunswick was cut back due to fire risk in September or October.

It makes this area of Grass Valley look like a third world and is embarrassing. The area is just inside the city limits if the posted property sign is correct. It would be nice if Waste Management would clean this up and do it on a regular basis. There is a significant fine for county residents transporting uncovered trash loads to the waste site on Mc Courtney, but it seems a multi billion dollar company is exempt and does is not cleaning their mess.

I would appreciate a reply. Attached our photos.

Tom Behlmer  
12448 Old Mine Rd.  
Grass Valley CA  
(530) 272-3147













## Taylor Day

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**From:**  
**Sent:** Monday, January 24, 2022 4:40 PM  
**To:** Public Comments  
**Subject:** Re: ADMINISTRATIVE 9. Community Choice Aggregation Overview for Grass Valley  
 Tuesday, January 25, 2022 at 7:00 PM

My name is Don Rivenes. I live at 108 Bridger Ct Grass Valley and am a member of the Grass Valley Energy Action Plan working group and Nevada County Climate Action Now.

Grass Valley has adopted an Energy Action Plan that calls for citizen voluntary actions to meet its goals. This plan stresses dollar savings from reduced electricity and gas use in addition to reducing GHG emissions. The focus is on rooftop solar, building retrofitting and new homes meeting state standards.

There are hurdles to meeting these Energy Action Plan goals:

- New CPUC rate requirements being considered would make it too costly to purchase new solar panels.
- All buildings are not situated to be able to use solar
- Many building units are leased to renters so owners do not pay for electricity
- Building retrofitting for energy efficiency is very important but can be too costly for most families and businesses.

So how do we overcome these participation hurdles to reach renewable energy goals?

Community Choice Aggregations are local, non-profit public agencies in California, that allow cities and counties to sum up the buying power of individual customers within their areas to secure energy supply for their customers.

These contracts can include local solar and wind farms and hydropower to reach renewable goals of their communities.

Why are CCA's Desirable for Grass Valley?

- Operation decisions are made by local elected officials
- As non-profits, CCAs offer stable, cheaper electricity rates
- Revenues stay at home and support local economies
- A captive market where all Grass valley citizens are automatically enrolled in the CCA with citizens having an individual opt-out provision
- Rapid switch to cleaner power supply and significant GHG reductions
- With lower costs, CCAs will have funds available for energy efficiency and innovative energy programs like energy storage and EV charging stations
- As new homes become all-electric the revenue base becomes greater

Local sources of power for a CCA could include NID hydropower and municipal solar power.

Participating in a CCA would solve the problem of all community members being able to participate in saving money while helping reach 100% renewable energy for the community.

Item # 3.

Nevada County Climate Action Now strongly supports the recommendation to have the staff schedule a presentation from Pioneer Community Energy for the City Council and the public.

As a reminder, there are other CCA's that are alternatives to Pioneer Community Energy that should be considered.

Thank you for hearing these comments.

## Taylor Day

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**From:** JOHN HERMANN ■■■■■■■■  
**Sent:** Tuesday, January 25, 2022 5:07 PM  
**To:** Public Comments  
**Subject:** Voice Mail (1 minute and 51 seconds)  
**Attachments:** audio.mp3

Hello, this is John Herman calling and I own the property at 11274 James Road which you guys want to annex to the city. And I oppose that. And I also oppose the RV park as it is right now. You know, if there's some modifications or fire, and the ability. Also, I don't want to be in the city limits because I burn brush and branches from the 50 big pine trees that I have all the time. And unless you guys want to make accommodations for somebody to bring this, you know on pay for me to bring it to the dump. Then I want to be able to continue burning and so having access to the sewer does me no good at all at and Or unless you wanna give me free hookup to the sewer. Then I would consider it, but at this point my vote is no on annexation, no on the RV park. Again, it's John Herman and it's 11274 Jeans Rd. My phone number 530-913-3816. Thank you very much.

You received a voice mail from [JOHN HERMANN](#).

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

[Set Up Voice Mail](#)



## Taylor Day

**From:** Robert Long [REDACTED]  
**Sent:** Tuesday, January 25, 2022 5:37 PM  
**To:** Public Comments  
**Subject:** RV Park

My name is Bob Long. I live in Sherwood Forest. I am a 24-year resident of Grass Valley. I am the former Chair of the Coalition of Firewise Communities and a defensible space advisor for the Nevada County FireSafe Council

I am calling concerning the proposed RV park at the corner of McCourtney and Auburn Rd. While I am not against the RV park and hope it will bring tourism to GV; I am concerned about some of the planning elements.

My major concern is evacuation. There is an excellent discussion of traffic, roads, and intersections in the commission's packet; but no mention is made of the impact additional RVs, exiting over a period of time, will have on traffic merging onto Hwy 20 and 49. This intersection is already rated F. What is the plan to manage this? What is the plan to warn visitors about Code Red warnings, "go bags", keeping ½ tank of fuel at all times, etc.? What is the plan if you do attempt to shelter in place? Who is trained to manage such an emergency? Who will manage spot fires?

Lastly, has this project met all the terms of the Calif Environmental Quality Act (CEQA)? As I read the documents from the Planning Commission; safety relating to critical wildfire evacuation traffic flows was not fully covered. An EIR must consider safety as an environmental impact according to the most current California CEQA law. CEQA, requires analysis of the potential effects of a project on the environment. CEQA defines "environment" to mean "the physical conditions which exist within the area which will be affected by a proposed project..."

- o This includes “any potentially significant impacts of locating development in other areas susceptible to hazardous conditions (e.g., floodplains, coastlines, **wildfire risk areas**) as identified in authoritative hazard maps, risk assessments or in land use plans, addressing such hazards areas.”

Last year in Lake County a judge ruled on the Guenoc Valley Resort and halted construction.

The Lake County judge's ruling should force planners and developers "to see how absolutely crucial it is to consider evacuation challenges when building projects this risky," said Broderick, the environmentalist attorney challenging the resort.

"No developer should be allowed to make it harder for people to escape catastrophic fires" he said.

In addition, no mention was made of how the owners will manage two items they brought up at the public meeting.

1. How will they manage the appearance and functionality of the RVs admitted to the park? They indicated they would have a plan but none was presented
2. They indicated stays would be limited to 30 days. But there is no plan to monitor this and what will constitute re-entry. I.e. What time is to elapse before an RV may reenter?

I would ask that these plans be developed now and be made part of the use permit.

Robert Long  
530-913-0287

**Taylor Day**

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**From:** Andrea Duncan [REDACTED] >  
**Sent:** Tuesday, January 25, 2022 6:00 PM  
**To:** Public Comments  
**Subject:** A No Vote for RV Park

January 25, 2022

Dear City Council Members,

I am writing this letter to express my opposition to the proposed RV Park on McCourtney Road opposite the Nevada County Fairgrounds.

I have numerous concerns including the way in which those people most affected were not informed but I want to express my two primary concerns. My number one concern has to do with evacuation due to fire. In the event of a fire, evacuation of local residents and their animals plus one hundred and fifty (150) thirty (30) foot or larger RV's would be a catastrophe. McCourtney Road would be at a standstill. We are told to plan for the worst and I can't picture anything worse than this.

My second concern has to do with the cost of installing sewer and NID water to this site and the surrounding neighborhood. My questions is, who pays for this? Will the developers pay or in the end will the cost be passed back to the tax payers like myself. How much revenue over what period of time will it take to recoup this money.

I realize that the developers promise to put money in the City coffers but isn't the safety and well being of your tax paying residents worth more?

Please vote against this project.

Sincerely,

Andrea Duncan

**Taylor Day**

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**From:** Audrey Hallochak [REDACTED]  
**Sent:** Tuesday, January 25, 2022 6:50 PM  
**To:** Public Comments  
**Subject:** GV RV Park

Ladies and Gentlemen,

Approving the building of this RV Park will be a disservice to our community.

Grass Valley is a small town in the Sierra foothills. Why would you approve such a massive project that doesn't fit the footprint of our town?

I understand the tax revenue benefits and the profits that the landowners will relish, but what about your taxpayer base who cherishes the uniqueness of Grass Valley?

We already have the Fairgrounds RV park with the capability of expanding within its footprint. This is what the Monterey Fairgrounds did several years ago. It's a more aesthetically pleasing option than creating a behemoth RV park. And the city still generates tax revenue!

We have such an enormous need for housing in our local area. This land could be used to create permanent housing for our tax paying citizens who desire to live here, without the commute. I've mentioned the idea of a tiny home community in a Union editorial. Not necessarily a low income community, but a more moderately priced community for middle income families. This is where our need lies.

I implore you, the decision makers of our community to think deeply into what you are voting for here. You're responsibility is to the taxpayers, to ensure that your decisions are conducive to our overall plan for what we want Grass Valley to become, today and into the future.

Putting a Costco in a town that only requires a Target would not be conducive to the community.

Thank you for your time and attention.

Audrey Hallochak  
Chemical Engineer, MBA

**Taylor Day**

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**From:** WIRELESS CALLER [REDACTED]  
**Sent:** Tuesday, January 25, 2022 7:01 PM  
**To:** Public Comments  
**Subject:** Voice Mail (3 minutes and 17 seconds)  
**Attachments:** audio.mp3

This is Matthew Coulter, calling the. They called Grass Valley City Council 25th of January 2022 with comment on the agenda item for the RV Park on Mccourtney Road, the corner of Old Auburn Rd. Also referred to as Auburn Rd and that with the lack of sidewalks, accessibility Death defying journey to go one block in Grass Valley. If you can do it. My friend Billy Upton couldn't make it across S Church St in the historic district without being killed on Saturday, but you're going to send children on bicycles heading off into downtown Grass Valley from there. That's a disappointing aspect as well as the fact that fire evac so many people spoke against fire. Evac on this professionals that spent their lives in the fire. Services spoke against this and on deaf ears, of course. And I guess I'm curious if there is a project that Grass Valley won't approve, but I haven't seen one yet. I'm watching for years now. The rubber stamp mill be powered by this group that works in that building. And this trailer park is a good example of the \$1,000,000 sewage line form which is only going to serve a couple other houses between there and the existing sewer line there already as part of the city. And by the way the sewage is leaking at Loma Rica ranch and the sewage is also leaking into Wolf Creek behind, Uhm, what's it called? The Swiss House Wildlife Pub might want to check out that large sewer main running down the middle of the Creek. Point being, is you're biting off more than you can chew? You can't even maintain what you have. You haven't maintained what you have, and you keep an axing more without look at the crosswalks in town. You can't even see the paint on the ground, they're all worn off. You guys aren't doing your basic responsibilities. Basic responsibilities involving health and safety, you just keep packing more crap in, and it's killing people left and right. It's killing people one way or another. So please consider this project to be a no go until such time as it can be funded on its own money for one thing and not subsidized by the taxpayers and two more legitimate things can be considered for that intersection for one and sidewalks to town and what we have to cross freeway onramps and offramps to. This is going to be difficult. So you guys better put on your thinking hats and get to work. Thanks a lot.

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

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[Set Up Voice Mail](#)



**Taylor Day**

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**From:** HARBISON GARY  
**Sent:** Tuesday, January 25, 2022 4:59 PM  
**To:** Public Comments  
**Subject:** Voice Mail (1 minute and 55 seconds)  
**Attachments:** audio.mp3

My name is Debbie trainer. I'm also calling on behalf of my husband Kevin Trainer. We live. We have property on 11545 Allison Ditch Rd. We are not in agreement of this proposed trailer. 300 trailer RV campsite. We are so concerned about the traffic situation the we border this property. We don't know what is going to go on and behind our property that the there's going to be. I can't imagine 300 trailers. The noise pollution, the light pollution, our property is already considered a bird sanctuary but you have to consider that a lot of trees went down in the fire that was there. Uhm, we are a rural community. We have animals family my. There's just. It's a beautiful area not set up for trailers. What happens if the power goes out where power goes out quite frequently, especially in snow weather? Are we going to hear? Are we gonna hear generators all the time that this is just not in the right place? We have a nice little campsite at the campground and up at the fairgrounds and we are so opposed to this idea. This is ridiculous. Anyway my number is .Jhm again we are not for this proposed campsite. Thank you bye.

You received a voice mail from [HARBISON GARY](#).

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**Taylor Day**

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**From:** Hermann M N <  
**Sent:** Tuesday, January 25, 2022 4:54 PM  
**To:** Public Comments  
**Subject:** Voice Mail (2 minutes and 19 seconds)  
**Attachments:** audio.mp3

Hi, my name is Max Herman. I live at 11551 Allison Ditch Rd in Grass Valley. I'm calling in regards to this Planning Commission recommendation for this RV park resort here and you guys are having a meeting about it tonight. And fortunately I've gone to their presentation and I really don't believe that this fire danger situation is really been looked at thoroughly and the traffic congestion that was gonna happen with this potentially getting past. It's it. I think more time needs to be talked about. This that most people in my neighborhood zone even still know about this and how it's going to impact all of us. I really am disappointed that we can't as the public have an unfair disadvantage to even not even be at this meeting. We can only leave a message if the omnicron viruses so bad where we can't be there in public. Then with this meeting should be postponed until the public can truly have their voice being heard in the moment when we're all there discussing this, and I feel like it's very unfair and almost illegal that you guys can move forward with potentially with something like this. I really hope you guys all consider this and really think about the potential impact that this will have on our Community around this area. I've been born and raised here. I've lived here my whole life. I know something to be there, but I really think a hundred and fifty spaces is a really bad idea. It's not gonna help anything and nothing is everything is. It's not going to be mitigated. There's already traffic congestion trying to get onto highway twenty. When I commute to work every day, it's hard to make a left turn as it is now and you're gonna have 150 potential people coming in and out of there making that situation that much worse on mccourtney with everybody that lives up and down there, I mean, and with the fire danger, we're not out of it. We're still in drought. There's fires, you guys, really, I hope you seriously consider voting this down. This is a really bad idea, and at least postpone your decision until further when we can actually have a discussion in person with everybody, please. Thank you.

You received a voice mail from [Hermann M N](#).

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

[Set Up Voice Mail](#)

**Taylor Day**

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**From:** Denise Marman  
**Sent:** Tuesday, January 25, 2022 4:03 PM  
**To:** Public Comments  
**Subject:** Fw: Proposal for RV Park

Hello City Council,

I live in Sherwood Forest. As a fairly new resident of Grass Valley I have become painfully aware of the extreme fire danger in this area. In 2020, I experienced the fire evacuation warnings. I am VERY concerned about the building of an RV park at McCourtney and Auburn Road. If any fire occurs in this area, we already have few options for evacuation. I believe the building of an RV park can potentially create a worse scenario to that of what happened in Paradise. I believe it would be a nightmare getting all the large and cumbersome RVs evacuated in a timely fashion.

I think other uses of this vacant area would be a safer bet.

Thank you for listening!

Denise

**Ciao,**  
**Denise Marman**



January 25, 2022

To: Grass Valley City Council

From: Judie Tartaglia, Resident of Polaris Dr., Grass Valley, CA

Subject: Proposed Grass Valley RV Park at McCourtney and Auburn Rds.

The following traffic impacts do not seem to be considered in the Traffic Study:

1. Potential Evacuation Routes in case of a wildfire or other emergency. While I understand that you can't plan for every possible fire scenario, there are only two roads that could be used in event of an evacuation. It is possible 100+ large vehicles could be added to the residents who are trying to evacuate on either McCourtney or Auburn Rds. Auburn Road out to HWY 49 is not engineered for large vehicles.
2. How will people in the RV Park be made aware of evacuation routes? Locals have plans for evacuation, what will happen if 100 RVs are added to the routes?
3. Will a third exit onto McCourtney be added for emergencies?
4. While the present owners may decide to stop using their property for event parking at the Fairgrounds at any time, what is the plan for other parking for hundreds of cars displaced by the RV Park during the Fair and festivals?
5. The offramp from Hwy 20 onto McCourtney is already seriously congested during events. The Traffic Study rated it "F" at certain times now. How will that be mitigated so residents have a chance to access their homes?
6. Vehicles going to the dump, including garbage trucks are increasing every year. RVs parked along McCourtney will pay a lot for very noisy spots.
7. The Traffic Study did not examine the potential for gridlock when Fairgrounds events are happening along with regular traffic to the dump, residential traffic and RVs turning into or out of the RVPark. The area is severely congested during events which, I am sure, will resume as Covid wanes.

Other considerations:

- The Glamping sites and RV sites should not be allowed to have campfires when there is any fire danger at all. The Glamping spots are too close to the wildland adjacent to the upper part of Allison Ditch Rd.
- Lighting must be dimmed after 10pm.
- There should be noise restrictions for generators, music and parties similar to the timing of events at the Fairgrounds.

My opinion after 33 years in a wildfire fighting organization and that of others associated with the Fire Safe Council is the traffic from the RV Park will be very bad. Evacuations of residents, RVers and Fairgrounds users could easily lead to chaos similar to what the Town of Paradise endured. The evacuation considerations are scary and should not be minimized because, quoting the GV Fire Chief at the December 8 field meeting, "we never know where the fire will be coming from ahead of time." Residents are expected to plan ahead, they should too.

Thank you,  
Very Concerned Citizen,

Judie L. Tartaglia

## Taylor Day

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**From:** JOHNSON D  
**Sent:** Tuesday, January 25, 2022 1:21 PM  
**To:** Public Comments  
**Subject:** Voice Mail (1 minute and 27 seconds)  
**Attachments:** audio.mp3

My name is Mark Johnson. I'll reside at 111300 Ryan Way in Grass Valley, often mccourtney one mile past the proposed resort RV park. I am totally against us every morning. My neighbors is totally against us. We are outside of city limits. We want to know why we weren't informed of the meeting on December 8th. We're only 40 people showed up and gave their yay or nay on it. We're very disappointed about that. Extremely disappointed that we weren't able to participate in that. Adding four traffic signals and a roundabout or even one traffic signal in a roundabout, even a roundabout is unacceptable. This is what country living is supposed to be. We're not supposed to be in a business park. We're residential here. We're right outside where one mile away less than one mile away from this fiasco. This neighborhood destroying RV park. And you want to put in four traffic lights around about and give us no say about it, totally against us 100%. Anybody that votes for this should be kicked off the board. And if there's anything I could do about it, I will vote him out. Thank you. Good day.

You received a voice mail from [JOHNSON D](#).

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[Set Up Voice Mail](#)

**Taylor Day**

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**From:** WIRELESS CALLER ·  
**Sent:** Tuesday, January 25, 2022 8:33 AM  
**To:** Public Comments  
**Subject:** Voice Mail (53 seconds)  
**Attachments:** audio.mp3

My name is eternal. Van Gears Bergen ! 11697 forty Rd Grass Valley. I would like to make a comment of the concerns that many of my neighbors have regarding the active and entrance of the RV park at 150 per fees. If in case of an emergency how people also considered the fairgrounds 50 or 5075 RV? If there's some urgency back in 2017, that's my concern tonight. Something thank you peternell here. One month ago in.

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

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[Set Up Voice Mail](#)

## Taylor Day

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**From:** Reed Hamilton <  
**Sent:** Monday, January 24, 2022 4:53 PM  
**To:** Public Comments  
**Subject:** RV park fire safety

Dear Grass Valley City Council members,

In reviewing the planning documents for the proposed RV park at McCourtney and Old Auburn Roads, I think that the planning commission and the developer have not done enough serious evaluation of fire evacuation plans. The crux of my concern is the evident assumption that in a fire all will go according to plan and that there will be plenty of safety personnel available.

Most people are aware that the fires of the last few years have acted in ways completely unexpected and never seen before. Fires move very fast, depending on wind and vegetation, sending embers far ahead of the flames and jumping barriers like highways with ease. Suburban neighborhoods have burned to the ground as in the recent Marshall fire in Colorado. We assume that roads will be clear and visibility good, while in the Camp fire dense smoke made visibility near zero in places and fallen trees and stalled cars blocked exit routes.

The planning document suggests that there will be constant monitoring of a fire event and adjustments made to the evacuation plans. If a major fire erupts across a wide front, even with interagency coordination firefighters and law enforcement may be stretched thin. The document also assumes that fires would happen during a certain time of year when all firefighting units are fully staffed. The ongoing Colorado fire near Big Sur caught local fire agencies with winter staffing levels so they needed to call on regional agencies to send engines and personnel. The Dixie and Caldor fires needed help from out-of-state firefighters and our firefighters could be out of state too.

The document also assures us that people would leave the RV park in a paced, orderly manner as dictated by the alert status. If an ember storm arrives in the middle of the night, setting fire to RV canopies, tablecloths, and picnic furniture, will everyone calmly pack up and wait their turn to exit the park? If there is an immediate evacuation order, will everyone follow orders and leave their trailers behind? If the order is to shelter in place while dense smoke rolls in and ashes are falling on the park will campers stay put? Will people pull out with trailers, contrary to orders, and then abandon them in the roadways as happened in the Camp fire? If fire trucks are marshaling at the fairgrounds, will panicked campers make way for them as RV'ers are trying to leave the fairgrounds too? Law enforcement officers may be busy making sure everyone is evacuating from the immediate fire zone. The Highway Patrol officers in the building adjacent to the park will be busy dispatching and managing resources.

This may seem like catastrophic thinking, but Californians need to prepare for catastrophe and the city and developers have a responsibility to their neighbors in the county to prevent the worst outcomes for everybody. I urge the council to require a detailed evacuation plan, addressing multiple possible scenarios, be included in the project plans before

approving it. The proposal should also have a documented training regimen on evacuation for the park management and employees. The park should be required to have printed evacuation brochures that will be handed out to each camper on arrival with the emphasis that they need to read it. All of this should be inspected twice a year by a fire official to insure compliance. Of course, not everything can be anticipated but these requirements will make catastrophe less likely.

Thank you,

Reed Hamilton

**Taylor Day**

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**From:** Richard Celio  
**Sent:** Sunday, January 23, 2022 2:24 PM  
**To:** Public Comments  
**Cc:** Letters The Union  
**Subject:** Proposed RV Park and Lack of Evacuation Study

Dear Grass Valley City Council Members,

I am a retired professional electrical engineer (License #E14102). I am also a senior member of the IEEE, the largest standards organization in the world and former chair of the IEEE's Silicon Valley Chapter for power and energy. You would be correct to assume I support engineering standards and the role of the professional engineer in promoting safety, whether it is certifying designs for building foundations, boiler systems, bridges, backup generators or traffic hazards. I hope this background helps you understand my complete surprise that the council would be considering approval of an RV Park of this size with no specific study addressing the safety of surrounding residents during a wildfire evac. As county residents, our routes for evacuation WILL BE impacted by this project. Can the impact be mitigated? Perhaps, but not by handwaving and vague comments that we've heard from the fire chief and city manager suggesting they "can't account for all possible scenarios". No one has asked them to account for all possible scenarios. We want to know first, if we are all heading to the highway at McCourtney/SR20, can the intersections at McCourtney/Auburn and McCourtney/SR20 handle an evacuation and if not, what should be done before close to a mile of RVs are competing with residents to get out of Dodge. The fact that the connection at SR20 is graded by CalTrans as an "F" speaks volumes. Second, what if we are heading down Auburn to 49? or McCourtney to Penn Valley? Those are 3 specific scenarios of concern. After speaking with a professional licensed traffic engineer (PRISM Engineers) who has performed a recent study for a similar scenario, I believe the City would be negligent of their moral obligation to proceed without a specific study to determine the magnitude of the problem and possible mitigation. Adding the second exit at the RV Park as the developer proposed is not necessarily a good thing since now RVs will be fighting and maneuvering for first in line at McCourtney/Auburn. We all know that people do not follow normal traffic rules when in fight or flight mode. The developers have suggested that the RV owners may be asked to remain. What kind of silliness is that? Will you lock the gates? Since this is a relatively new risk factor to consider when development projects are proposed, I understand that staff may not be equipped to deal with this. The study performed for the mitigated negative declaration is NOT sufficient because it has nothing to do with evacuation. Also, the software model (in development) that the OES is playing with is NOT sufficient to suggest there is no problem. PLEASE don't go with gut feelings, guesswork and hand-waiving. Have the proper engineering done. We all want the same thing - a safe and thriving community. If wildfire issues put a pause on development, so be it.

Sincerely,  
Richard Celio, PE



**Taylor Day**

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**From:** Deborah Gibbs  
**Sent:** Sunday, January 23, 2022 1:07 PM  
**To:** Public Comments  
**Subject:** RV Park comment

In the January 21, 2022 "Other Voices" column, Susan Rogers provided an excellent summary of the wildfire risks involved with an RV park in the vacant property near the fairgrounds. This area has experienced wildfire before. And the fairgrounds are a major hub for residents and animals, as well as fire personnel, during a wildfire emergency. To further add to the traffic congestion, especially if evacuation is needed, appears very risky.

I believe In the past, this property has been used as a staging area for PGE and Fire personnel which greatly benefited the community. Use of this property for recreational purposes would present a safety hazard with oversized vehicles and is not suitable for the community.

Debbie Gibbs  
13249 Kentucky Flat Rd.  
Nevada City, CA 95959  
530-272-4994

## Taylor Day

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**From:** robert seaman  
**Sent:** Saturday, January 22, 2022 12:17 PM  
**To:** Public Comments  
**Subject:** A beautiful burn day at the proposed rv park.



City county comes together. Fire safety debris cleanup. Please vote no on the rv park it's not a good mix of existing land use. Thanks and have a blessed day.

Sent from my iPhone

**Taylor Day**

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**From:** LM Richards  
**Sent:** Thursday, January 20, 2022 3:36 PM  
**To:** Public Comments  
**Subject:** Grass Valley City Council Regular Meeting, 1/25/22, Grass Valley RV Park Resort and Annexation

Date: January 20, 2022  
To: City of Grass Valley City Council

This correspondence is to register my enthusiastic support for the planned RV Park Resort project located at 11425 McCourtney Rd opposite the Nevada County Fairgrounds.

I am a Nevada County resident and business owner and am active in commercial real estate brokerage. I get frequent calls from developers and investors interested in RV park development, but who are unable to find suitable sites to meet the incredible demand for RVs and RV Parks, which has grown exponentially due to Covid and the need and desire of the public for safe vacation and recreational accommodations. Demand is huge for RV Parks and waiting lists are typical. Besides allowing for safe accommodations in a Covid environment, this project will create significant economic benefits for the entire community with out-of-area visitors and their dollars stimulating the local economy, boosting local sales tax receipts, and providing much needed support for local businesses ravaged by mandates and shutdowns.

Nevada County is severely limited on well located, properly zoned and available properties for such a project. The McCourtney site could not be better located for such a development due to the Fairgrounds situated across the street and the multiple events that draw visitors from all over the State.

The benefits of this project for Grass Valley and Nevada County as a whole far outweigh any negative impacts. Please support: sorely needed economic growth; local businesses; increased property and sales tax receipts; Covid-safe accommodations for visitors; and jobs, by fully supporting this project.

Sincerely,  
Lachlan Richards,  
Grass Valley, CA



## Taylor Day

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**From:** Keith Thomassen  
**Sent:** Friday, January 14, 2022 11:03 AM  
**To:** Public Comments  
**Subject:** Jan 25 City Council agenda item

At the next meeting of the City Council the approval of our RV Resort on McCourtney Rd is on the agenda. I'd like to give the perspective of us owners on the value of the project to the City and people of the area. We initiated this not simply as a business opportunity, but to fill a need we saw for such a facility in this area. We have discussed this need with a wide variety of your constituents in this area and have found overwhelming support for our concept of a high-quality RV facility. Many have also told us it's the ideal location for the Resort.

It will benefit not just Grass Valley and surrounding businesses, but people here who have friends who want to visit the area in their RV's but could not find accommodations given the high demand (which is national) for reservations. It will fill a need for overflow reservations for Fairgrounds events and during the busy tourist season here, and it will bring many more visitors to our area and enhance our reputation as a "Destination" area.

We've seen many letters of support sent to the Planning Commission, which we trust have been transmitted to Council members. These include local business people, the Chamber of Commerce, the Nevada County Contractors Board, and individuals expressing their joy in anticipating the completion of this project.

We're aware of the opposition of a small and highly organized opposition group of some of the neighbors of the project. Their self-interest is understandable, as is their desire to see the land remain vacant, but we suggest the greater interest of our supporters and the benefits to a larger majority should override these objections, many of which the Planning commission felt were not cogent.

Their objections are based largely on traffic fears both on normal days and during a possible fire evacuation. While there is added traffic it's minor. If ¼ of the RV's depart each day that's about 30-40 rigs coming in and out over an entire day -- small compared to normal traffic flow on both S Auburn and McCourtney.

Stagnating the traffic at this intersection with our added traffic during a local fire evacuation is equally unlikely. First, it's likely that the RV'ers would stay put, as the Resort is a large open area easily protected by a fire engine sent there. Also, with the Highway Patrol across the street, directing traffic at the intersection would certainly be done promptly. For other more distant fires, the Resort could be an evacuation center as the Fairgrounds are now, since a variety of services are available (showers, bathrooms, and a mini store).

As owners we ask that you consider the many supporters of this project and put the objections of a vocal minority in proper perspective. Our dedication on this project is to do something good for the community, do it right, and contribute to the growth of the city in which we live and work.

Keith Thomassen, for TDM Land, LLC



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Assembly Bill 361 Resolution

**Recommendation:** Adopt resolution R2022-06 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:** 2/8/2022

**Date Prepared:** 2/3/2022

**Agenda:** Consent

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

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

**Fiscal Impact:** N/A

**Funds Available:** N/A

**Account #:** N/A

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

**Attachments:** R2022-06

## RESOLUTION NO. 2022-06

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 11th day of January, 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 (Winter Storm of December 27<sup>th</sup>, 2021)

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

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

**Council Meeting Date:** 2/8/2022

**Date Prepared:** 2/3/2022

**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:** 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:** 2/8/2022

**Date Prepared:** 2/3/2022

**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 2021/22, 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:** 2/8/2022

**Date Prepared:** 2/3/2022

**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 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:** Public Works and Police Department Restructuring

**Recommendation:** That Council 1) Review and approve the proposed reorganization of the Public Works and Police Departments; 2) approve the job descriptions and associated salary schedules for the Utilities Director, City Engineer and Deputy Police Chief; 3) approve adding the Utilities Director, City Engineer, and Deputy Police Chief to the allotted/authorized City positions; 4) review the proposed agreements (including Appendix A) for these positions; 5) authorize the City Manager to execute the agreements subject to legal review; and 6) authorize the Administrative Services Director to make any necessary budget adjustments and/or amendments to complete this action.

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

**Council Meeting Date:** 02/08/2022

**Date Prepared:** 02/03/2022

**Agenda:** Consent

**Background Information:** With the hiring of the City Manager in 2017 and vacancy of the Public Works Director of Operations, staff has had an opportunity to analyze how to best move forward. Staff is now proposing to re-structure Public Works / fill the job duties of the vacant Director and some of the Public Works Director/City Engineer duties currently being performed by the City Manager by providing advancement opportunities. Staff is proposing to separate the duties into three distinct functions - 1) Public Works Operations (Streets, Parks, Fleet, Facilities), 2) Engineering, and 3) Utilities (Water and Wastewater). In addition, as the Police Department has grown back to pre-recession levels, and with the addition of legislative requirements and for succession planning/advancement purposes, staff is proposing creating the position of Deputy Police Chief to available positions within the Police Department's classifications.

The Utilities side of the Public Works Department (Water Treatment, Wastewater Treatment, Water Distribution, and Sewer Collection) would be overseen by a newly created position - Public Works Utilities Director, who would report to the City Manager. This position would be responsible for managing and administering operations of multiple functions/divisions (Water Treatment, Wastewater Treatment, Water Distribution, and Sewer Collection). The Engineering Division of Public Works would also be overseen by a newly created position - City Engineer, who would also report to the

City Manager. The City Engineer will manage, supervise, and coordinate the daily activities and operations of the Engineering Division including design, private development, traffic, field inspection, survey, Capital Improvement Program, environmental, real property acquisition and management, GIS, Landscape Maintenance District, NPDES permits, and related functions and programs. With the creation of these two new positions, the City Manager would maintain the title as Public Works Director and would be responsible for managing and administering operations of multiple functions/divisions (Streets, Fleet, Facilities, and Park Maintenance).

The Deputy Police Chief would perform oversight of both divisions of the Police Department: Patrol operations and Investigations/administrative services. The Deputy Police Chief would take direction from the Chief of Police, assisting in, and being instrumental in, carrying out the mission and vision of the Police Department.

The intent of this re-structuring would be to provide opportunities to promote from within without increasing overall number of approved City positions. The Assistant City Engineer, and Utilities Superintendent/Chief Treatment Plant Operator positions would be re-structured to City Engineer, and Utilities Director. The Job Descriptions for the City Engineer, Utilities Director, and Deputy Police Chief and associated salary schedules are attached for Council review and approval.

**Council Goals/Objectives:** This action executes portions of work tasks towards achieving/maintaining Strategic Plan objectives of Productive and Efficient Workforce.

**Fiscal Impact:** Salary impacts will be a minimal increase to net neutral if current staff is successful with promoting from within the organization. Additional funding is also available from the vacant Public Works Director of Operations position that could be used to offset any minimal increases. Police Department budgetary impacts will be minimal, likely offset by personnel vacancies in the current fiscal year.

**Funds Available:** Yes

**Account #:** Various

**Reviewed by:** Tim Kiser, City Manager

**Attachments:**

1. Job Descriptions for City Engineer, Utilities Director, and Deputy Police Chief
2. Proposed agreements including Appendix A

**City of Grass Valley  
JOB DESCRIPTION**

Item # 8.



**CITY ENGINEER**

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**Department: Public Works Department**

**FLSA Status: Exempt**

**Reports To: City Manager**

**Unit: Contract (At Will)**

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**SUMMARY OF JOB PURPOSE**

This is a full-time, salaried, executive level position in the Public Works Department. The City Engineer serves at the pleasure of the City Manager on a contract basis (at will) and receives administrative direction from the City Manager.

The purpose of this position is to plan, organize, direct, supervise and coordinate all work of the Engineering Division including but not limited to design, private development, traffic, field inspection, survey, Capital Improvement Program, environmental, real property acquisition and management, GIS, Landscape Maintenance District, Department of Industrial Relations prevailing wage compliance, NPDES permits, and related functions and program areas; coordinates assigned activities with other divisions, departments, and outside agencies. Perform a wide variety of highly responsible and technical engineering and managerial duties.

The City Engineer is responsible for carrying out the mission of the City in conformance with City of Grass Valley organizational values.

Subject to the disciplinary process, management reserves the right to terminate an incumbent in the City Engineer position for lack of maintaining the required certifications.

**SUPERVISION RECEIVED AND EXERCISED**

General direction is provided by the City Manager. The incumbent is expected to work with minimal direct supervision, exercising independent judgment and initiative in a number of complex and sensitive areas. Supervision is exercised over subordinate professional engineers and sub-professional personnel. This position requires management responsibilities of a supervisory nature. Incumbents must be proficient in basic concepts relating to personnel management.

The City Engineer requires a high degree of professional skill and knowledge in administering and evaluating complex engineering programs, building services, and the management of major operational sections. The class of City Engineer differs from the next lower class of Assistant City Engineer in that the City Engineer plans, organizes, coordinates, and directs the work of the entire Engineering Division and engineering related responsibilities for the rest of the City Departments whereas the Assistant City Engineer is responsible for fewer sections and programs.

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This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.





## CITY ENGINEER

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### ESSENTIAL FUNCTIONS (include but are not limited to listed tasks)

1. Assume full management responsibility for all services and activities of the Engineering Division including design and bidding of all public improvement projects including roadway and utility projects, processing private development projects, traffic section activities including operation and maintenance of traffic controls, field inspection of all projects, survey, Capital Improvement Program, environmental, real property acquisition and management, GIS, Landscape Maintenance District, Department of Industrial Relations prevailing wage compliance, NPDES permits and related functions and program areas.
2. Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; plans, develops, and implements methods and procedures designed to improve operations, minimize operating costs, and promote the most efficient use of labor and materials; recommends, within departmental policy, appropriate service and staffing levels.
3. Establish appropriate service and staffing levels for the Engineering Division.
4. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures.
5. Plans, coordinates, directs, and oversees work activities for Engineering Divisions operations; Develops Division's work plans; assigns work activities, projects and programs; monitors workflow; reviews and evaluates work product, methods and procedures.
6. Manages and participates in the development and implementation of goals, objectives, policies, and priorities for the Engineering Division.
7. Directs and participates in the development and implementation of goals, objectives, policies, procedures, and priorities for the Engineering Division.
8. Plans, directs, coordinates, and reviews the work for assigned staff; assigns work activities, projects, and programs; reviews and evaluates work products, methods, and procedures; meets with staff and the public to identify and resolve problems.
9. Monitors work activities to ensure safe practices, quality, and accuracy; ensures compliance to applicable rules, policies, and procedures.
10. Select, train, motivate and evaluates staff; provide or coordinate staff training; works with employees to correct deficiencies; implements discipline and termination procedures, and reports same to City Manager.
11. Serves as the liaison for the Engineering Division to other divisions, departments, and outside agencies; represents the City in meetings with other public agencies to develop and coordinate future or on-going projects; negotiates and resolves sensitive and controversial issues.
12. Provides staff assistance to the City Manager; participates on a variety of committees.
13. Applies for and manages grant and loan funds.

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## CITY ENGINEER

14. Evaluates and forecasts the City's public works capital needs; develop and design capital improvement projects.
15. Oversees and participates in the development and administration of the Engineering Division's annual budget; participates in the forecast of funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments; monitors and approves expenditures; implements midyear adjustments.
16. Procures, administers, and monitors contracts for materials or services relating to Engineer Division operations.
17. Participates in outside community and professional groups and committees; provides technical assistance as necessary; stays abreast of new trends and innovations in the field of engineering.
18. Demonstrate a civic entrepreneurial spirit by generating new, innovative ideas and development of better methods to accomplish tasks and complete projects.
19. Foster an environment that embraces diversity, integrity, trust and respect.
20. Oversees and participates in customer service to internal and external customers; responds to and resolves difficult and sensitive citizen inquiries and complaints; meet with and represent the City at various neighborhood meetings to explain engineering criteria.
21. Establishes and maintains positive working relationships with representatives of community organizations, state/local agencies, consultants, contractors, City management and staff, and the public.
22. Ensures maps, drawings, records, and files are maintained and updated.
23. Exercises the powers and duties as provided in the City's Municipal Code.
24. Reviews and evaluates private improvement plans for impact on public projects and facilities; approves and certifies plans as appropriate.
25. Prepares and reviews bid packages. Analyzes bids received and makes recommendations for award of contracts. Administers contracts and change orders.
26. Reviews and directs the work of consultants and assures conformance with required standards and specifications.
27. Coordinates environmental review with Planning Department and other agencies.
28. Prepares and updates comprehensive City standard construction specifications and details.
29. Prepares and administers City-wide drainage plans. Reviews and inspects grading and drainage for all public and private projects for consistency with City drainage requirements, including compliance with the National Flood Protection Act.
30. Develops and maintains a Pavement Management System consistent with street and highway funding requirements.
31. Oversees City construction inspection responsibilities on public and private projects.
32. Performs related duties as assigned.

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## CITY ENGINEER

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### **KNOWLEDGE, SKILLS AND ABILITIES:**

#### Knowledge of:

1. Principles and practices of municipal public works and civil engineering. Operational characteristics, services, and activities of a comprehensive engineering program including design, private development, traffic, field inspection, survey, Capital Improvement Program, environmental, real property acquisition and management, GIS, Landscape Maintenance District, and related functions and program areas.
2. Legal, financial, and public relations issues associated with public works and municipal engineering.
3. Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
4. Recent developments, current literature, and sources of information regarding public works and engineering practices.
5. Methods and techniques of contract negotiation and administration.
6. Principles and practices of program and budget development, administration and evaluation.
7. Methods and techniques of supervision, employee evaluation, training and motivation.
8. Principles and practices of fiscal control, supervision, personnel administration and management.
9. Civil engineering practices, methods, and specializations related to public projects, design, hydraulics, traffic and other municipal engineering areas.
10. Applicable local, State and Federal laws, codes and regulations.
11. Public bidding process and contracting procedures for public works projects, including prevailing wage requirements.
12. Construction procedures and contract administration principles and practices, including prevailing wage requirements.
13. Methods and techniques for record keeping and report preparation and writing.
14. Proper English, spelling and grammar.
15. Occupational hazards and standard safety practices.

#### Ability to:

1. Participate in future planning for infrastructure growth.
2. Oversee and participate in the management of a comprehensive engineering program including design, private development, traffic, field inspection, survey, Capital Improvement Program, environmental, real property acquisition and management, GIS, Landscape Maintenance District,

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## CITY ENGINEER

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- and related functions and program areas.
3. Provide effective leadership and coordinate the activities of assigned subordinate Public Works staff and engineering services.
  4. Plan and organize efficient and effective work schedules.
  5. Select, supervise, train, and evaluate staff.
  6. Evaluate existing processes and procedures for improvement.
  7. Analyze, interpret, summarize and present administrative and technical information and data in an effective manner.
  8. Read and interpret maps, sketches, drawings, specifications and technical manuals.
  9. Read, decipher and understand plans and specifications for infrastructure components and pipelines.
  10. Negotiate agreements and contracts with divergent interests.
  11. Research, analyze, and evaluate new service delivery methods and techniques.
  12. Represent the interests of the Engineering Division in the community and at professional meetings as required, including but not limited to Development Review Committee, Planning Commission, etc.
  13. Administer budgets for division activities.
  14. Operate personal computers and related software programs, specifically software to assist in the operation of public works functions including purchasing, work orders, contracting for services, and inventory.
  15. Gain cooperation through discussion, consensus building and persuasion.
  16. Interpret, explain and apply applicable laws, codes and regulations.
  17. Read, interpret and record data accurately.
  18. Organize, prioritize and follow up on work assignments.
  19. Work independently and as part of a team.
  20. Make sound decisions within established guidelines.
  21. Follow written and oral instructions.
  22. Observe safety principles and work in a safe manner.
  23. Communicate clearly and concisely, both orally and in writing.
  24. Establish and maintain effective working relationships.
  25. Properly formulate, interpret, evaluate, and make decisions and recommendations in accordance with applicable laws and regulations.
  26. Make complex engineering calculations and prepare engineering plans and specifications.
  27. Motivate employees to perform to the best of their abilities, evaluate employee job performance and initiate recognition and disciplinary procedures where appropriate.

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**City of Grass Valley  
JOB DESCRIPTION**

Item # 8.



**CITY ENGINEER**

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**QUALIFICATIONS**

To perform this job successfully, the incumbent must be able to perform each of the essential duties satisfactorily. Reasonable accommodations may be made to enable incumbents with disabilities to perform the essential functions. The requirements listed are representative of the knowledge, skill and/or ability required.

**PHYSICAL REQUIREMENTS**

1. Must be free from any physical, emotional or mental condition which might adversely affect the ability to perform essential job duties.
2. While performing necessary field duties, must be capable of moving about safely while maintaining body equilibrium to prevent falling on narrow, uneven and slippery surfaces.
3. Must have a clear field of vision and adequate hearing while working around various types of construction equipment. May infrequently be required to climb a ladder.
4. Must be able to sit at a confined work station for extended periods or work at a drafting table for extended periods while performing essential duties.
5. On a continuous basis, sit at a desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk, perform simple grasping and fine manipulation, use telephone and communicate through written means.
6. May be required to lift and move as much as 35 pounds.

**EDUCATION AND EXPERIENCE**

A typical way to obtain the knowledge and skills is:

1. Eight years of increasingly responsible experience in the field of engineering, of which at least three years was at a management or Assistant City Engineer level directing the implementation of multiple large, complex public capital development programs concurrently, including the supervision of staff in multiple disciplines.
2. A Bachelor's degree in engineering from an accredited university.
3. Registration with the State of California as a Professional Engineer is required.

**CERTIFICATES, LICENSES AND REGISTRATIONS**

1. Possession of a valid class "C" California Driver's License.
2. Possession of a valid certificate of registration as a professional Civil Engineer issued by the California State Board of Registration for Civil Engineers.
3. Qualified Stormwater Developer within 6 months of hire
4. Register with the State Water Resources Control Board as legally responsible official (LRO) to enter, certify, and submit data into the online sanitary sewer overflow (SSO) database on behalf of City of Grass Valley in accordance with Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WQO No. 2006-0003).

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City of Grass Valley  
JOB DESCRIPTION

Item # 8.



**CITY ENGINEER**

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5. Subject to the disciplinary process, management reserves the right to terminate an incumbent in the City Engineer classification for lack of maintaining the required certifications and/or licenses.

**WORKING ENVIRONMENT**

While performing the duties of this job the incumbent is regularly exposed to outside elements of wet and/or humid conditions, rain, snow and heat; moving mechanical parts; fumes or airborne particles and toxic or caustic chemicals. The incumbent is occasionally exposed to risk of electrical shock and vibration; and steady level of loud noise.

**GENERAL**

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

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Adopted:

Revised:

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**EMPLOYMENT AGREEMENT BETWEEN THE CITY OF GRASS VALLEY  
AND XXXXXXXXXXXX  
CITY ENGINEER**

**1. Effective Date**

This Agreement shall become effective when it has been executed by “Director”, hereinafter referred to as “City Engineer” or Employee, and the City Manager, as duly approved by Resolution of the City Council, has executed it.

**2. Term of Employment**

City Engineer shall serve at the pleasure of the City Manager and on an “at will” basis during the term of this Agreement, subject to the terms and provision of this Agreement as set forth below.

**3. Duties; Hours of Work**

A. City Engineer shall perform those functions and duties as specified in job classification and by direction of the City Manager. City Engineer shall perform such duties in accordance with the highest professional and ethical standards of the City Engineer position. City Engineer shall not engage in any activity that is, or which may become, incompatible with the City of Grass Valley, as provided by federal, state, and local law. During the term of this Agreement, City Engineer shall be exclusively employed by the City, unless prior written authorization otherwise is received from the City Manager.

B. City Engineer shall maintain a regular work schedule consistent with that approved for other-Directors of the City. Director Title’s duties may involve expenditures in time in excess of eight (8) hours per day and/or forty (40) hours per week and may also include time outside normal office hours such as attendance at City Council and Commission meetings. City Engineer shall not be entitled to additional compensation for this time.

**4. Compensation**

A. City Engineer shall receive an annual base salary of \$xxx,xxx.00, payable in equal bi-weekly payments to be made at the same time as other employees are paid.

B. City Engineer’s compensation shall be reviewed with the City Manager at least annually in connection with the annual review or at any other times as may be determined by the City Manager. Compensation may be increased as determined by the City Manager within the salary range (Compensation and Benefits - Appendix A) for the City Engineer.

C. Salary may be reduced in the event City Engineer receives an unsatisfactory evaluation, either at the annual evaluation or at any additional evaluation completed by the City Manager. Compensation may be reduced as determined by the City Manager within the salary range (Compensation and Benefits - Appendix A) for the City Engineer.

D. As consideration for the annual opportunity to be considered for increased compensation pursuant to sub-paragraph B above, Employee specifically waives any right

to a 4/5 vote of the City Council prior to removal from his or her position, as may be provided under City Charter Article IX, Section 2. Employee acknowledges that the City Manager is the appointing authority and may also remove Employee from this position without action of the City Council.

## **5. Health Insurance**

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

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

## **6. Annual Leave**

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

## **7. Retirement**

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

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

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

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

New public safety employees hired after January 1, 2013 or "Non Classic" public safety (Fire or Police) designated employees, upon placement in a full-time employment status

shall have the PERS 2.7% @ 57 formula, as provided by the terms of the contract in effect between the City and PERS. The employee contribution rate shall be 50 percent of the “normal cost” rounded to the nearest quarter of 1 percent, as determined by PERS.

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

## **8. Deferred Compensation**

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

The City’s contribution amount shall be based upon job performance and be dependent upon receipt of “Director’s Title” performance evaluation. The City’s contribution amount shall be determined in the sole discretion of the City Manager and may be less than \$4,000.

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

After such time as City Engineer resigns or is terminated, City shall transfer ownership of any deferred amount on deposit in a deferred compensation plan to succeeding employers upon “Director’s Title” written request.

## **9. Annual Performance Evaluation**

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

## **10. Indemnification**

City shall defend, hold harmless and indemnify City Engineer against any claim, demand, judgment, or action of any type or kind arising within the course and scope of City Engineer’s employment to the extent required by Government Code Sections 825 and 995. Notwithstanding anything to the contrary in this section, pursuant to Government Code Section 53243.1, if the City provides funds for the legal criminal defense of Employee, any funds provided for that purpose shall be fully reimbursed by Employee to the City if Employee is convicted of a crime involving an abuse of office or position. Employee recognizes that City shall have the right to compromise and settle all actions or proceedings in which City is providing Employee a defense, even if Employee objects to such compromise or settlement.

## **11. Other Terms and Conditions of Employment**

A. The City Council may from time to time fix other terms and conditions of employment relating to the performance of City Engineer, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Grass Valley Charter or Municipal Code, or other applicable law.

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

C. City Engineer shall be exempt from paid overtime compensation.

## **12. Termination**

A. City Engineer is not part of the competitive (classified) service and therefore is an "at will" employee. As an "at will" employee, City Engineer may be terminated by the City Manager with or without cause, without right of appeal, and without advance notice or City Council action.

B. If City Engineer is terminated by the City Manager without cause, City Engineer after termination will be entitled to up to three months of severance pay at City Engineer's base salary rate plus payment in a lump sum of the following: 1) 100% of any accrued, but unused Personal Leave and vacation leave, if any; and 2) 50% of the value of unused sick leave, if applicable, to the extent not used for PERS Service Credit, if any. City Engineer shall be entitled to severance pay under this subsection only upon execution of a claim waiver and release of liability. Severance pay, if any, shall be paid monthly until Employee is gainfully employed or the 3-month limit has been reached, whichever is less. Employee shall provide notification of gainful employment to City immediately upon commencing such employment if such employment commences within three months of Employee's termination from City. Notwithstanding anything to the contrary in this subsection, pursuant to Government Code Section 53243.2, if the Agreement is terminated, any cash settlement related to the termination that Employee may receive from City shall be fully reimbursed to City if Employee is convicted of a crime involving an abuse of his or her office or position.



C. If City Engineer is terminated by the City for cause, City Engineer is not entitled to any severance pay whether or not advance notice of termination is provided; however, payment for accrued, unused Personal Leave, sick leave and/or vacation leave, if applicable, shall be paid as provided in sub-paragraph B above. If City Engineer is terminated for cause, City Engineer must be given notice of the cause and supporting evidence. City Engineer is entitled to meet with the City Manager at which time City Engineer may reply orally and/or in writing to the cause and supporting evidence. The meeting is not an evidentiary hearing. There is no right to appeal the City Manager's decision. The City Manager's decision is final, and nothing in this subsection shall be deemed to impose a "for cause" requirement to terminate Employee's employment with City. The specification of causes for termination below is solely for the purpose of determining whether Employee is entitled to severance pay. For purposes of this Agreement, the term "for cause" shall include, but is not limited to, any of the following:

- (a) use of alcohol or drugs that impedes performance of duties;
- (b) conviction of a felony or misdemeanor involving moral turpitude (a plea or verdict of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose);
- (c) a proven claim of either sexual harassment or abuse of employees in violation of law or adopted City policy;
- (d) willful and repeated failure to carry out the lawful directives or policy decisions of the City Council; or
- (e) willful abandonment of the position or continued and unexcused absence from duty.

D. City Engineer may voluntarily terminate his or her employment, by resignation or retirement or some other similar manner, upon at least one-month notice. In this circumstance, City Engineer is not entitled to any severance pay.

E. In the event an Employee dies while employed by the City, his/her beneficiary or those entitled to his/her estate shall be paid for any earned salary and any in lieu payments for personal leave and any banked vacation or sick leave at the rates established in this Agreement to which the Employee is entitled as of the final day on City payroll. City may request appropriate documentation to ensure such persons are beneficiaries or otherwise entitled to participate in Employee's estate.

### **13. Compliance With Law**

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

### **14. General Provisions**

A. This Agreement constitutes the entire agreement between the parties. City and City Engineer hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.

- B. If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.
- C. Any notice to City pursuant to this Agreement shall be given in writing, either by personal service or by registered or certified mail, postage prepaid, addressed as follows:

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

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

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

### 15. Amendments

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Tim Kiser, City Manager

Dated: \_\_\_\_\_

\_\_\_\_\_, City Engineer

Approved as to form:

Dated: \_\_\_\_\_

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

City of Grass Valley  
JOB DESCRIPTION

Item # 8.



**UTILITIES DIRECTOR**

**Department: Public Works Department**

**FLSA Status: Exempt**

**Reports To: City Manager**

**Unit: Contract (At Will)**

**SUMMARY OF JOB PURPOSE**

This is a full-time, salaried, executive level position in the Public Works Department. The Utilities Director is the manager of the Utilities Divisions within the Public Works Department, serving at the pleasure of the City Manager on a contract basis (at will), and receives administrative direction from the City Manager.

Under general direction, manages planning, administration and coordination of the activities and operation in Water and Wastewater Divisions of the Public Works Department; assists in coordination of assigned activities with other City departments and outside agencies; provides highly responsible and complex technical staff assistance to the City Manager; directs, manages and supervises the work of assigned staff; establishes and implements assigned programs' objectives and performance standards; responsible for fulfilling the mission and carrying out the policies of the Department; promotes and participates in collaborative activities, programs, and projects that cross functional areas; and performs other related duties as required.

The Utilities Director is responsible for carrying out the mission of the City and the Public Works Department in conformance with departmental and City of Grass Valley organizational values. The Utilities Director shall maintain the appropriate licenses/certifications to be the City's designated Chief Plant Operator and perform all functions/duties required by the State of California as the City's designee.

Subject to the disciplinary process management reserves the right to terminate an incumbent in the Utilities Director for lack of maintaining the required certifications and/or licensure.

**SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from the City Manager or his/her designee. Exercises direct supervision over subordinate professional, field crews, technical, clerical and management staff.

**ESSENTIAL FUNCTIONS (include but are not limited to listed tasks)**

1. Plans, coordinates, and supervises the work activities for assigned operations; participates in the development of the department's work plans; assigns work

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## UTILITIES DIRECTOR

- activities, projects and programs; monitors workflow; review and evaluates work products, methods and procedures.
2. Recommends and assists in the development, planning and implementation of departmental goals and objectives; assists in the development and implementation of department policies and procedures.
  3. Plans, prioritizes, assigns, supervises, and reviews the work of subordinate staff members in assigned functions and activities; monitors and evaluates work in progress to ensure compliance with goals and policies.
  4. Monitors work activities to ensure safe practices, quality, and accuracy; ensures compliance to applicable rules, policies and procedures.
  5. Participates in the selection of staff; recommends the appointment of subordinate personnel; trains, motivates and evaluates staff; provides or coordinates staff training; works with employees to correct deficiencies; assists in the implementation of discipline procedures.
  6. Coordinates assigned department activities with those of other departments and outside agencies and organizations; provides staff assistance to the City Manager and/or Public Works Director and City Council; prepares and presents reports and other necessary correspondence; and attends City Council meetings as necessary.
  7. Applies for and manages grant and loan funds.
  8. Develops and maintains vehicle replacement plan for the Utility Divisions.
  9. Prepares single and multi-year budgets and forecasts for water and wastewater funded divisions.
  10. Manages construction projects.
  11. Acts in the place of the Director of Public Works, when necessary.
  12. Participates in the development and administration of the Public Works Utility Divisions budgets; forecasts additional funds needed for staffing, equipment, materials and supplies for assigned activities; monitors and approves expenditures; implements midyear adjustments.
  13. Administers and monitors contracts for materials or services relating to City Utility operations.
  14. Represents the department to outside groups and organizations; participates in outside community and professional groups and committees; provides technical assistance as necessary.
  15. Serves as staff liaison to various commissions and committees on utility division's matters as assigned; assists in providing technical support as necessary.

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## UTILITIES DIRECTOR

16. Receives and responds to public inquiries, requests for assistance and complaints regarding assigned public works activities; participates in public meetings as necessary.
17. Performs general administrative work as required, including but not limited to preparing reports and correspondence, entering computer data, etc.
18. Establishes positive working relationships with representatives of community organizations, state/local agencies, consultants, contractors, City management and staff, and the public.
19. Prepares regular reports on plant operations and laboratory tests;
20. Trains new plant operators and other employees in work operations and job safety;
21. Oversees the inspection and maintenance of pump/lift stations;
22. Performs related duties as assigned.

### **KNOWLEDGE, SKILLS AND ABILITIES:**

#### Knowledge of:

1. Principles and practices of municipal public works including water, sewer, and storm drain utilities.
2. Pipeline conversion, infiltration and inflow, wastewater flow monitoring, principles, and practices of water distribution, including the planning, design, construction and inspection of municipal utility operations.
3. Legal, financial and public relations issues associated with a municipal utility operations.
4. Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
5. Recent developments, current literature, and sources of information regarding municipal utility operations practices.
6. Methods and techniques of contract negotiation and administration.
7. Basic principles and practices of program and budget development, administration, and evaluation.
8. Methods and techniques of supervision, employee evaluation, training, and motivation.
9. Basic principles of mathematics.
10. Operation and maintenance of mechanical equipment such as pumps, valves, electric motors, control panels, CO equipment, controllers, and other related equipment;
11. Applicable local, State and Federal laws, codes and regulations.

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## UTILITIES DIRECTOR

12. Methods and techniques for record keeping and report preparation and writing.
13. Proper English, spelling and grammar.
14. Occupational hazards and standard safety practices.
15. Construction inspections and management.

### Ability to:

1. Be proactive in future planning for water and wastewater facility system growth.
2. Provide effective leadership and coordinate the activities of Public Works staff.
3. Plan and organize efficient and effective work schedules.
4. Evaluate existing systems and procedures for improvement.
5. Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
6. Read and interpret maps, sketches, drawings, specifications, and technical manuals.
7. Read, decipher, and understand plans and specifications for infrastructure components and pipelines.
8. Negotiate and oversee contracts.
9. Represent the interests of the City Utility Divisions in the community and at professional meetings as required.
10. Plan and administer budgets for assigned projects and activities.
11. Operate personal computers and related software programs, specifically software to assist in the operation of public works functions including purchasing, work orders, and inventory.
12. Gain cooperation through discussion, consensus building and persuasion.
13. Perform mathematical calculations quickly and accurately.
14. Interpret, explain, and apply applicable laws, codes, and regulations.
15. Read, interpret, and record data accurately.
16. Organize, prioritize, and follow up on work assignments.
17. Work independently and as part of a team.
18. Make sound decisions within established guidelines.
19. Analyze a complex issue, develop, and implement an appropriate response.
20. Follow written and oral directions.
21. Observe safety principles and work in a safe manner.
22. Communicate clearly and concisely, both orally and in writing.
23. Establish and maintain effective working relationships.

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## UTILITIES DIRECTOR

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### QUALIFICATIONS

To perform this job successfully, the incumbent must be able to perform each of the essential duties satisfactorily. Reasonable accommodations may be made to enable incumbents with disabilities to perform the essential functions. The requirements listed are representative of the knowledge, skill and/or ability required.

### PHYSICAL REQUIREMENTS

1. Must be free from any physical, emotional, or mental condition which might adversely affect the ability to perform essential job duties.
2. While performing necessary field duties, must be capable of moving about safely while maintaining body equilibrium to prevent falling on narrow, uneven, and slippery surfaces.
3. Must have a clear field of vision and adequate hearing while working around various types of construction equipment. May infrequently be required to climb a ladder.
4. Must be able to sit at a confined workstation for extended periods or work at a drafting table for extended periods while performing essential duties.
5. On a continuous basis, sit at a desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk, perform simple grasping and fine manipulation, use telephone and communicate through written means.
6. May be required to lift and move as much as 35 pounds.

### EDUCATION AND EXPERIENCE

A typical way to obtain the knowledge and skills is:

1. Eight years of increasingly responsible experience in the area of Water or Sewer maintenance operations, of which at least four years was at a management level, including the supervision of staff in multiple disciplines.
2. To have a high school diploma or GED and five (5) years of recent, full-time general mechanical or maintenance experience; which includes experience in the maintenance of pumps, electric motors, electric motor control panels, gear reduction drives and chain driven equipment. Possession of a valid California Grade IV or higher Wastewater Certificate, issued by the California Water Resources Control Board and possession of a valid State of California Grade III or higher Water Treatment Plant Operator Certification.

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This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.



## UTILITIES DIRECTOR

3. An Associates degree or higher in a related field from an accredited college or university may substitute for one (1) year of general mechanical or maintenance experience.

### CERTIFICATES, LICENSES AND REGISTRATIONS

1. Possession of a valid class "C" California Driver's License; but a Class "B" California Commercial Driver's License is desirable.
2. Possession of a State of CA Water Distribution D3 license is required within 6 months of hire.
3. Possession of Confined Space Certification within 6 months of hire.
4. Register with the State Water Resources Control Board as legally responsible official (LRO) to enter, certify, and submit data into the online sanitary sewer overflow (SSO) database on behalf of City of Grass Valley in accordance with the latest Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.
5. Possession of a valid California Grade IV or higher Wastewater Certificate, issued by the California Water Resources Control Board and possession of a valid State of California Grade III or higher Water Treatment Plant Operator Certificate is highly desirable.
6. Certification as Lab Analyst I from California Water Environment Association (CWEA) .

### WORKING ENVIRONMENT

While performing the duties of this job the incumbent is regularly exposed to outside elements of wet and/or humid conditions, rain, snow and heat; moving mechanical parts; fumes or airborne particles and toxic or caustic chemicals. The incumbent is occasionally exposed to risk of electrical shock and vibration; and steady level of loud noise.

### GENERAL

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

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

Print Name: \_\_\_\_\_

This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.

**City of Grass Valley  
JOB DESCRIPTION**

Item # 8.



**UTILITIES DIRECTOR**

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Adopted:

Revised:

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This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.

**EMPLOYMENT AGREEMENT BETWEEN THE CITY OF GRASS VALLEY  
AND XXXXXXXXXXXXX  
UTILITES DIRECTOR**

**1. Effective Date**

This Agreement shall become effective when it has been executed by “Director”, hereinafter referred to as “Utilities Director” or Employee, and the City Manager, as duly approved by Resolution of the City Council, has executed it.

**2. Term of Employment**

Utilities Director shall serve at the pleasure of the City Manager and on an “at will” basis during the term of this Agreement, subject to the terms and provision of this Agreement as set forth below.

**3. Duties; Hours of Work**

A. Utilities Director shall perform those functions and duties as specified in job classification and by direction of the City Manager. Utilities Director shall perform such duties in accordance with the highest professional and ethical standards of the Utilities Director position. Utilities Director shall not engage in any activity that is, or which may become, incompatible with the City of Grass Valley, as provided by federal, state, and local law. During the term of this Agreement, Utilities Director shall be exclusively employed by the City, unless prior written authorization otherwise is received from the City Manager.

B. Utilities Director shall maintain a regular work schedule consistent with that approved for other-Directors of the City. Director Title’s duties may involve expenditures in time in excess of eight (8) hours per day and/or forty (40) hours per week and may also include time outside normal office hours such as attendance at City Council and Commission meetings. Utilities Director shall not be entitled to additional compensation for this time.

**4. Compensation**

A. Utilities Director shall receive an annual base salary of \$xxx,xxx.00, payable in equal bi-weekly payments to be made at the same time as other employees are paid.

B. Utilities Director ’s compensation shall be reviewed with the City Manager at least annually in connection with the annual review or at any other times as may be determined by the City Manager. Compensation may be increased as determined by the City Manager within the salary range (Compensation and Benefits - Appendix A) for the Utilities Director.

C. Salary may be reduced in the event Utilities Director receives an unsatisfactory evaluation, either at the annual evaluation or at any additional evaluation completed by the City Manager. Compensation may be reduced as determined by the City Manager within the salary range (Compensation and Benefits - Appendix A) for the Utilities Director.



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

## **5. Health Insurance**

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

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

## **6. Annual Leave**

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

## **7. Retirement**

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

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

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

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

New public safety employees hired after January 1, 2013 or “Non Classic” public safety (Fire or Police) designated employees, upon placement in a full-time employment status shall have the PERS 2.7% @ 57 formula, as provided by the terms of the contract in effect between the City and PERS. The employee contribution rate shall be 50 percent of the “normal cost” rounded to the nearest quarter of 1 percent, as determined by PERS.

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

### **8. Deferred Compensation**

Subsequent to the first year of employment under this contract, City will deposit to Utilities Director ’s deferred compensation account via bi-weekly payroll a performance bonus contribution of up to \$4,000 annually.

The City’s contribution amount shall be based upon job performance and be dependent upon receipt of “Director’s Title” performance evaluation. The City’s contribution amount shall be determined in the sole discretion of the City Manager and may be less than \$4,000.

In the event this agreement terminates or is not renewed, Utilities Director shall be entitled to retain the amount of deferred compensation accumulated as of the date of termination or non-renewal.

After such time as Utilities Director resigns or is terminated, City shall transfer ownership of any deferred amount on deposit in a deferred compensation plan to succeeding employers upon “Director’s Title” written request.

### **9. Annual Performance Evaluation**

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

### **10. Indemnification**

City shall defend, hold harmless and indemnify Utilities Director against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Utilities Director ’s employment to the extent required by Government Code Sections 825 and 995. Notwithstanding anything to the contrary in this section, pursuant to Government Code Section 53243.1, if the City provides funds for the legal criminal defense of Employee, any funds provided for that purpose shall be fully reimbursed by Employee to the City if Employee is convicted of a crime involving an abuse of office or position. Employee recognizes that City shall have the right to compromise and settle all actions or

proceedings in which City is providing Employee a defense, even if Employee objects to such compromise or settlement.

## **11. Other Terms and Conditions of Employment**

A. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Utilities Director, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Grass Valley Charter or Municipal Code, or other applicable law.

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

C. Utilities Director shall be exempt from paid overtime compensation.

## **12. Termination**

A. Utilities Director is not part of the competitive (classified) service and therefore is an "at will" employee. As an "at will" employee, Utilities Director may be terminated by the City Manager with or without cause, without right of appeal, and without advance notice or City Council action.

B. If Utilities Director is terminated by the City Manager without cause, Utilities Director after termination will be entitled to up to three months of severance pay at Utilities Director's base salary rate plus payment in a lump sum of the following: 1) 100% of any accrued, but unused Personal Leave and vacation leave, if any; and 2) 50% of the value of unused sick leave, if applicable, to the extent not used for PERS Service Credit, if any. Utilities Director shall be entitled to severance pay under this subsection only upon execution of a claim waiver and release of liability. Severance pay, if any, shall be paid monthly until Employee is gainfully employed or the 3-month limit has been reached, whichever is less. Employee shall provide notification of gainful employment to City immediately upon commencing such employment if such employment commences within three months of Employee's termination from City. Notwithstanding anything to the contrary in this subsection, pursuant to Government Code Section 53243.2, if the Agreement is terminated, any cash settlement related to the termination that Employee may

receive from City shall be fully reimbursed to City if Employee is convicted of a crime involving an abuse of his or her office or position.

C. If Utilities Director is terminated by the City for cause, Utilities Director is not entitled to any severance pay whether or not advance notice of termination is provided; however, payment for accrued, unused Personal Leave, sick leave and/or vacation leave, if applicable, shall be paid as provided in sub-paragraph B above. If Utilities Director is terminated for cause, Utilities Director must be given notice of the cause and supporting evidence. Utilities Director is entitled to meet with the City Manager at which time Utilities Director may reply orally and/or in writing to the cause and supporting evidence. The meeting is not an evidentiary hearing. There is no right to appeal the City Manager's decision. The City Manager's decision is final, and nothing in this subsection shall be deemed to impose a "for cause" requirement to terminate Employee's employment with City. The specification of causes for termination below is solely for the purpose of determining whether Employee is entitled to severance pay. For purposes of this Agreement, the term "for cause" shall include, but is not limited to, any of the following:

- (a) use of alcohol or drugs that impedes performance of duties;
- (b) conviction of a felony or misdemeanor involving moral turpitude (a plea or verdict of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose);
- (c) a proven claim of either sexual harassment or abuse of employees in violation of law or adopted City policy;
- (d) willful and repeated failure to carry out the lawful directives or policy decisions of the City Council; or
- (e) willful abandonment of the position or continued and unexcused absence from duty.

D. Utilities Director may voluntarily terminate his or her employment, by resignation or retirement or some other similar manner, upon at least one-month notice. In this circumstance, Utilities Director is not entitled to any severance pay.

E. In the event an Employee dies while employed by the City, his/her beneficiary or those entitled to his/her estate shall be paid for any earned salary and any in lieu payments for personal leave and any banked vacation or sick leave at the rates established in this Agreement to which the Employee is entitled as of the final day on City payroll. City may request appropriate documentation to ensure such persons are beneficiaries or otherwise entitled to participate in Employee's estate.

### **13. Compliance With Law**

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

### **14. General Provisions**

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

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

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

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

### 15. Amendments

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Tim Kiser, City Manager

Dated: \_\_\_\_\_

\_\_\_\_\_, Utilities Director

Approved as to form:



Dated: \_\_\_\_\_

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

**City of Grass Valley  
JOB DESCRIPTION**



**Deputy Police Chief**

**Department: Police**

**FLSA: Exempt**

**Report To: Chief of Police**

**Unit: Contract (At will)**

**Adopted: 02/08/2022**

**Revised: -**

**SUMMARY OF JOB PURPOSE**

Under general direction, assists the Chief of Police in administering, planning, organizing, coordinating and directing the operations and activities of the Police Department; in the absence of the Chief, assumes the responsibilities of the Chief as needed; and performs related work as required.

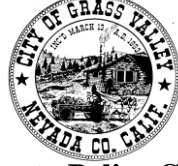
This single position classification is the second highest sworn rank in the Police management team and the incumbent serves at the will of the Chief of Police/City Manager.

**DISTINGUISHING CHARACTERISTICS**

The City of Grass Valley Deputy Police Chief is a member of the management staff. As such, his/her duties include assisting in long and short range planning, organizing various programs including, but not limited to, crime prevention, citizen engagement, community relations and quality of service. The position of Deputy Police Chief is responsible for administering and developing training programs for police officers to comply with state law and California Peace Officers Standards and Training (POST) as well as ensuring department compliance with DOJ reporting, among other mandates. The Deputy Police Chief is also responsible for conducting or overseeing complex criminal investigations and personnel investigations. He/she oversees policy development and adherence as well as the responsibility to manage police operations, staff, and functions. The Deputy Police Chief oversees staff who make mandatory and regular reports to State and Federal agencies in adherence to laws and statutes and also coordinates administrative activities of the Police Department to ensure efficient and effective operations, among other responsibilities. The Deputy Police Chief is the second in command officer of the agency and in the absence of the Chief of Police, the Deputy Police Chief is the executive officer of the Department.

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**City of Grass Valley  
JOB DESCRIPTION**



**Deputy Police Chief**

**SUPERVISION RECEIVED AND EXERCISED**

Direct supervision is provided by the Chief of Police. Supervisory responsibility entails direct supervision of the Police Lieutenant(s) and/or Police Captain(s) as well as direct and indirect supervision of other departmental staff.

**ESSENTIAL FUNCTIONS (include but are not limited to listed tasks)**

- Ability to perform those duties assigned to any rank of a lower level
- Performs functions of Police Captain in the absence of such personnel
- Assists in developing departmental policies and long range plans
- Recommends priorities for department resource allocations
- Assists in developing and administering the department budget
- Assists the Chief of Police in achieving the overall objectives of efficiency, economy and effectiveness by promoting cost effective management practices
- Directs the investigation of public or internal complaints pertaining to activities of employees of the Police Department
- Directs the preparation of policies and procedures and coordinates the activities of the Police Department with other law enforcement agencies, city departments, service providers, and other entities
- Performs Peace Officer duties as required
- Ensures staff training, personnel development, and equipment acquisition
- Possess tactical knowledge and ability to apply sound tactical decisions; review operational plans and contracts for special events or services; assume Incident Command for critical incidents and major events when needed
- Maintains personal contact with members of the community and ensure the same is being carried out by personnel
- Fulfills administrative responsibilities assigned by the Chief of Police
- Makes recommendations regarding the appointment of personnel; conducts performance evaluations; implement discipline procedures as required; maintains discipline and high standards necessary for the efficient and professional operation of the Police Department.
- Performs other duties as assigned
- Act as the executive officer in-charge in the absence of the Chief of Police

This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.

**City of Grass Valley**  
**JOB DESCRIPTION**



**Deputy Police Chief**

**QUALIFICATIONS**

**Knowledge of:**

- Criminal law, codes, ordinances and court interpretations pertaining to the rights of citizens, apprehension, arrest, search and seizure, and rules of evidence
- Principles and practices of law enforcement patrol, traffic enforcement, crime prevention, investigations, apprehension, civil process, and arrest
- Principles and practices of personnel administration
- Administrative principles and practices, including goals and objectives development, work planning and organization, and employee supervision, training and development
- Principles and practices of budget development and administration
- Current Federal, State and city laws and policies regarding employer-employee relations
- Local government organizations and functions as related to public safety

**Skill in:**

- Analyzing problems, identifying alternative solutions, projecting consequences of proposed actions and implementing recommendations in support of goals
- Analyzing situations and adopting effective courses of action, often in stressful, emergency situations
- Developing effective long term goals and action plans
- Coordinating the work of large function units
- Planning, organizing, directing and evaluating the work of others
- Gaining cooperation through discussion and persuasion
- Effectively administering a variety of law enforcement activities
- Preparing and administering a large and complex budget
- Selecting, supervising, training and evaluating assigned staff
- Communicating clearly and concisely, both verbally and in writing
- Establishing and maintaining cooperative working relationships with those contacted in the course of work

This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.

**City of Grass Valley  
JOB DESCRIPTION**



**Deputy Police Chief**

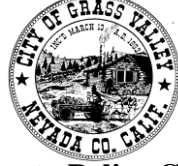
**Ability to:**

- Supervise, train, and evaluate assigned staff
- On a continuous basis, know and understand all aspects of a sworn Police Officer's job; analyze budget and technical reports; interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate staff; problem solve department related issues; remember accounts given by witnesses; identify crime suspects; interpret and apply the law to field situations; and explain and interpret laws and policy
- Analyze situations quickly and objectively and determine a proper course of action
- Communicate clearly and concisely, both orally and in writing
- Properly interpret and make decisions in accordance with laws, regulations, and policies
- Recommend improvements in department operation and in the rules, regulations, and policies governing the Department
- Coordinate outside agency service requests
- On a continuous basis, sit at desk and in meetings for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple and power grasping and fine manipulation; push, pull, climb, run and walk; use telephone, and communicate through written means; continuously wear utility belt and other police equipment
- Interact with a diverse community, show compassion, and build consensus in developing approaches to police services
- Develop and implement comprehensive plans to provide effective community based police services; interpret and explain laws as well as department policies and procedures
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals
- Gain cooperation through discussion and persuasion
- Interpret and apply Federal, State and local policies, procedures, laws, regulations and Police Department General Orders
- Prepare and administer a budget
- Manipulate firearms and emergency vehicles under stressful conditions in a safe and legal manner
- Operate and use modern office equipment including computers and applicable software
- Establish and maintain effective working relationships with those contacted in the course of work

This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.



**City of Grass Valley**  
**JOB DESCRIPTION**



**Deputy Police Chief**

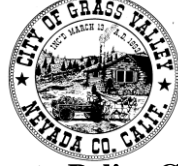
- Communicate clearly and concisely, both orally and in writing including the preparation and delivery of public presentations

**EDUCATION, EXPERIENCE AND LICENSES:**

1. Must have four years of progressively responsible police experience as a police supervisor and/or manager, preferably in a municipal police agency
2. Completion of a Bachelor's Degree from an accredited college or university in police science, public or business administration or a related field required
3. Graduate of the F.B.I. National Academy or California POST Command College preferred
4. Possession of a POST Advanced certificate
5. Possession of a POST Management Certificate or within 2 years of appointment
6. Must have an acceptable driving record and possess and appropriate and valid California Driver's License
7. Must maintain a valid California POST Certificate

This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.

**City of Grass Valley  
JOB DESCRIPTION**



**Deputy Police Chief**

**PHYSICAL REQUIREMENTS**

The Deputy Police Chief must be found to be free from any physical, emotional, or mental condition which might affect the ability of the officer to perform essential job functions. Physical condition shall be evaluated by a licensed physician and surgeon, and the emotional and mental condition shall be evaluated by a licensed psychologist who has a doctoral degree in psychology and at least five years of post-graduate experience in the diagnosis and treatment of emotional and mental disorders. The medical examination which includes the psychological examination will only be given after all other testing for the position has been successfully completed and a conditional offer of employment has been given to the applicant.

Maintain fitness for duty as established by departmental standards and others as listed above.

**RESIDENCY**

Sworn employees shall live no further than 30 air miles from the City limits. The Chief of Police shall have the discretion to permit sworn employees to live further than 30 air miles from the City limits when, in the Chief's opinion, the officer will be capable of responding in an emergency in a reasonable period of time.

**GENERAL**

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

The position is included within the classified service of the City of Grass Valley – an equal opportunity employer.

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This job description indicates in general the nature and levels of work, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.

## EMPLOYMENT AGREEMENT BETWEEN THE CITY OF GRASS VALLEY AND DEPUTY POLICE CHIEF

### 1. Effective Date

This Agreement shall become effective when it has been executed by “Director”, hereinafter referred to as “Deputy Police Chief” or Employee, and the City Manager, as duly approved by Resolution of the City Council, has executed it.

### 2. Term of Employment

Deputy Police Chief shall serve at the pleasure of the City Manager and on an “at will” basis during the term of this Agreement, subject to the terms and provision of this Agreement as set forth below.

### 3. Duties; Hours of Work

A. Deputy Police Chief shall perform those functions and duties as specified in job classification and by direction of the Police Chief. Deputy Police Chief shall perform such duties in accordance with the highest professional and ethical standards of the Deputy Police Chief position. Deputy Police Chief shall not engage in any activity that is, or which may become, incompatible with the City of Grass Valley, as provided by federal, state, and local law. During the term of this Agreement, Deputy Police Chief shall be exclusively employed by the City, unless prior written authorization otherwise is received from the City Manager.

B. Deputy Police Chief shall maintain a regular work schedule consistent with that approved for other-Directors of the City. Director Title’s duties may involve expenditures in time in excess of eight (8) hours per day and/or forty (40) hours per week and may also include time outside normal office hours such as attendance at City Council and Commission meetings. Deputy Police Chief shall not be entitled to additional compensation for this time.

### 4. Compensation

A. Deputy Police Chief shall receive an annual base salary of \$xxx,xxx.00, payable in equal bi-weekly payments to be made at the same time as other employees are paid.

B. Deputy Police Chief’s compensation shall be reviewed with the Police Chief at least annually in connection with the annual review or at any other times as may be determined by the Police Chief. Compensation may be increased as determined by the City Manager within the salary range (Compensation and Benefits - Appendix A) for the Deputy Police Chief.

C. Salary may be reduced in the event Deputy Police Chief receives an unsatisfactory evaluation, either at the annual evaluation or at any additional evaluation completed by the Police Chief. Compensation may be reduced as determined by the City Manager within the salary range (Compensation and Benefits - Appendix A) for the Deputy Police Chief.

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

## **5. Health Insurance**

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

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

## **6. Annual Leave**

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

## **7. Retirement**

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

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

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

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

New public safety employees hired after January 1, 2013 or “Non Classic” public safety (Fire or Police) designated employees, upon placement in a full-time employment status shall have the PERS 2.7% @ 57 formula, as provided by the terms of the contract in effect between the City and PERS. The employee contribution rate shall be 50 percent of the “normal cost” rounded to the nearest quarter of 1 percent, as determined by PERS.

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

## **8. Deferred Compensation**

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

The City’s contribution amount shall be based upon job performance and be dependent upon receipt of “Director’s Title” performance evaluation. The City’s contribution amount shall be determined in the sole discretion of the City Manager and may be less than \$4,000.

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

After such time as Deputy Police Chief resigns or is terminated, City shall transfer ownership of any deferred amount on deposit in a deferred compensation plan to succeeding employers upon “Director’s Title” written request.

## **9. Annual Performance Evaluation**

The Police Chief shall evaluate Deputy Police Chief’s performance at least once annually. The Police Chief and Deputy Police Chief shall annually develop mutually agreeable performance goals and criteria which the Police Chief shall use in reviewing Deputy Police Chief’s performance in the following year. It shall be Deputy Police Chief’s responsibility to initiate this review each year.

## **10. Indemnification**

City shall defend, hold harmless and indemnify Deputy Police Chief against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Deputy Police Chief’s employment to the extent required by Government Code Sections 825 and 995. Notwithstanding anything to the contrary in this section, pursuant to

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

## **11. Other Terms and Conditions of Employment**

A. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Deputy Police Chief, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Grass Valley Charter or Municipal Code, or other applicable law.

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

C. Deputy Police Chief shall be exempt from paid overtime compensation.

## **12. Termination**

A. Deputy Police Chief is not part of the competitive (classified) service and therefore is an "at will" employee. As an "at will" employee, Deputy Police Chief may be terminated by the City Manager with or without cause, without right of appeal, and without advance notice or City Council action.

B. If Deputy Police Chief is terminated by the City Manager without cause, Deputy Police Chief after termination will be entitled to up to three months of severance pay at Deputy Police Chief's base salary rate plus payment in a lump sum of the following: 1) 100% of any accrued, but unused Personal Leave and vacation leave, if any; and 2) 50% of the value of unused sick leave, if applicable, to the extent not used for PERS Service Credit, if any. Deputy Police Chief shall be entitled to severance pay under this subsection only upon execution of a claim waiver and release of liability. Severance pay, if any, shall be paid monthly until Employee is gainfully employed or the 3-month limit has been



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

C. If Deputy Police Chief is terminated by the City for cause, Deputy Police Chief is not entitled to any severance pay whether or not advance notice of termination is provided; however, payment for accrued, unused Personal Leave, sick leave and/or vacation leave, if applicable, shall be paid as provided in sub-paragraph B above. If Deputy Police Chief is terminated for cause, Deputy Police Chief must be given notice of the cause and supporting evidence. Deputy Police Chief is entitled to meet with the City Manager at which time Deputy Police Chief may reply orally and/or in writing to the cause and supporting evidence. The meeting is not an evidentiary hearing. There is no right to appeal the City Manager's decision. The City Manager's decision is final, and nothing in this subsection shall be deemed to impose a "for cause" requirement to terminate Employee's employment with City. The specification of causes for termination below is solely for the purpose of determining whether Employee is entitled to severance pay. For purposes of this Agreement, the term "for cause" shall include, but is not limited to, any of the following:

- (a) use of alcohol or drugs that impedes performance of duties;
- (b) conviction of a felony or misdemeanor involving moral turpitude (a plea or verdict of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose);
- (c) a proven claim of either sexual harassment or abuse of employees in violation of law or adopted City policy;
- (d) willful and repeated failure to carry out the lawful directives or policy decisions of the City Council; or
- (e) willful abandonment of the position or continued and unexcused absence from duty.

D. Deputy Police Chief may voluntarily terminate his or her employment, by resignation or retirement or some other similar manner, upon at least one-month notice. In this circumstance, Deputy Police Chief is not entitled to any severance pay.

E. In the event an Employee dies while employed by the City, his/her beneficiary or those entitled to his/her estate shall be paid for any earned salary and any in lieu payments for personal leave and any banked vacation or sick leave at the rates established in this Agreement to which the Employee is entitled as of the final day on City payroll. City may request appropriate documentation to ensure such persons are beneficiaries or otherwise entitled to participate in Employee's estate.

### **13. Compliance With Law**

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

#### **14. General Provisions**

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

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

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

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

#### **15. Amendments**

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tim Kiser, City Manager

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Deputy Police Chief

Approved as to form:

Dated: \_\_\_\_\_

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

# Appendix A - Compensation and Benefits

February 8, 2022

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

### A. EMPLOYEE CONTRIBUTIONS

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

### B. LIFE INSURANCE

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

### C. LONG TERM DISABILITY INSURANCE

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

### D. EMPLOYEE ASSISTANCE PROGRAM

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

### E. RETIREE HEALTH PLAN BENEFIT

Employees who become subject to this Plan on or before July 1, 2011, who retire from the City in good standing, who have at least five years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$500 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

Employees who become subject to this Plan after July 1, 2011, who retire from the City in good standing, who have at least ten years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment

# Appendix A - Compensation and Benefits

February 8, 2022

of up to \$250 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

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

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

## Personal Leave

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

Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 336 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.

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

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

# Appendix A - Compensation and Benefits

February 8, 2022

hours of sick leave at the 50% rate, the uncompensated 225 hours would go to PERS service credit as allowed by PERS.)

Employees will accrue Personal Leave time at the following rates:

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 = 320 hours (12.31 hours biweekly)  
 20 plus years = 336 hours (12.92 hours biweekly)

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

## Certifications

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

## Holidays

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

New Year's Eve	New Year's Day
Presidents Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	The Day After Thanksgiving
July 4 <sup>th</sup>	Christmas Eve
Labor Day	Christmas Day

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

## Special Provisions

### A. PUBLIC SAFETY UNIFORM ALLOWANCE

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



# Appendix A - Compensation and Benefits

February 8, 2022

## B. VEHICLE ALLOWANCE

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

## C. TRAINING/MEMBERSHIPS

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

## D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

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

# Appendix A - Compensation and Benefits

February 8, 2022

## Salary Schedule

<i>Position</i>	Annual Salary		
	<i>Min</i>	<i>Mid</i>	<i>Max</i>
Police Chief	\$ 140,683.60	\$ 160,781.25	\$ 194,250.00
Administrative Services Director	\$ 128,625.00	\$ 147,000.00	\$ 178,500.00
Deputy Police Chief	\$ 128,625.00	\$ 147,000.00	\$ 178,500.00
Fire Chief	\$ 128,625.00	\$ 147,000.00	\$ 178,500.00
Community Development Director	\$ 120,585.94	\$ 137,812.50	\$ 168,000.00
City Engineer	\$ 120,585.94	\$ 137,812.50	\$ 168,000.00
Public Works Director of Operations	\$ 120,585.94	\$ 137,812.50	\$ 168,000.00
Utilities Director	\$ 120,585.94	\$ 137,812.50	\$ 168,000.00
Deputy Administrative Services Director	\$ 96,467.70	\$ 111,233.85	\$ 126,000.00
City Clerk	\$ 80,390.10	\$ 92,695.05	\$ 105,000.00
Deputy City Clerk/Management Services Analyst	\$ 72,351.56	\$ 83,425.79	\$ 94,500.00



## City of Grass Valley City Council Agenda Action Sheet

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**Title:** Second Reading of Ordinance No. 813 Prezoning the RV Park Resort and Annexation Project Properties Corporate Business Park (CBP) and Neighborhood Center Flex (NC-Flex) Zone.

**Recommendation:** Hold a Second Reading, by Title only, of Ordinance No. 813, which finalizes the Prezoning of the RV Park Resort and Annexation Project Properties as adopted by the City Council on January 25, 2022.

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

**Council Meeting Date:** February 8, 2022

**Date Prepared:** February 2, 2022

**Agenda:** Consent

**Background Information:** On January 25, 2022, the City Council conducted a public hearing and approved the Grass Valley RV Park Resort and Annexation Project consisting of a 147 space RV Park Resort with 15 glamping spaces for short term camping and Annexation of ±45 acres into the City.

A Second Reading is required to finalize the processing of the ordinance. Should the City Council adopt a second reading of the ordinance on February 8, 2022, the ordinance will become effective 30 days thereafter and in effect upon LAFCO annexation.

**Council Goals/Objectives:** This project supports tasks towards achieving/maintaining Strategic Plan - Economic Development and City Infrastructure Investment.

**Fiscal Impact:** No fiscal impact is expected with the project. The applicant has paid the requisite application fees for processing of the applications.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** \_\_\_\_\_Community Development Dir.

\_\_\_\_\_City Manager

**ATTACHMENT:**

**Attachment 1 -** Ordinance No. 813 with Prezoning Exhibit Approving the Prezoning of the RV Park Resort and Annexation Project Properties Corporate Business Park (CBP) and Neighborhood Center Flex (NC-Flex) Zone.

**Exhibit A -** RV Park Resort and Annexation Project Prezoning Exhibit

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY APPROVING A PREZONING OF PROPERTIES FOR THE GRASS VALLEY RV PARK RESORT AND ANNEXATION PROJECT.**

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

SECTION 1. The City of Grass Valley Planning Commission held a public hearing at its regular meeting of November 16, 2021, and continued the meeting to its December 21, 2022, meeting. At its December 21, 2021, continued public hearing, the Planning Commission recommended the City Council adopt a Mitigated Negative Declaration (SCH#2021090541) and approve the Pre-zoning for the Grass Valley RV Park Resort and Annexation Project including:

1. The 20-acre RV Park Resort Project site located at 11425 McCourtney Road is to be Pre-zoned to the Corporate Business Park (CBP) Zone as shown in Exhibit A.
2. The ±25 acres generally located north and east of McCourtney Road/Old Auburn Road is to be Pre-zoned to the Neighborhood Center Flex (NC-Flex) Zone as shown in Exhibit A.

SECTION 2. The City of Grass Valley Zoning Map is hereby amended as shown in Exhibit A but will not become effective until the Project area is annexed into the City.

SECTION 3. In compliance with Section 17.94.060(B) of the Grass Valley Development Code, the City Council adopts the following findings in support of this amendment to the Zoning Map:

1. The project amendment is consistent with the General Plan. Rationale: The City's Development Code has been determined to be consistent with the City's 2020 General Plan. The proposed Pre-zoning amendments include specific zoning designations of Corporate Business Park (CBP) and Neighborhood Center Flex (NC-Flex) that are specifically listed as being consistent with of City's Office Professional General Plan designation. The amendment is consistent with the City's

2020 General Plan and the General Plan is internally consistent. Multiple 2020 General Plan policies, goals and objectives support recreational facilities; in-fill development; economic development; and preservation of existing neighborhoods. The objective of the RV Park is to provide additional recreational facilities; fill the void of transient occupancy accommodations; provide tourism; and further the City's goals for economic development in the City and surroundings. For the ±25 acres along McCourtney Road, the City's NC Flex Zone is more befitting of the types of mixed commercial and residential uses existing than the County's Office Professional (OP) Zone designation. The NC-Flex Zone legalizes existing single-family dwellings and allows mixed use development furthering the City's Housing Goals, policies and objectives.

2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City. Rationale: The proposed Pre-zoning designations are the appropriate zoning to implement the City's 2020 General Plan. Some of the properties in the Project area are fully developed while much of the land is partially developed and could be further redeveloped with more intensive office and mixed use (e.g. office/residential) uses once public sewer is provided. Future development will need to demonstrate compliance with City development and environmental standards to ensure it will not be detrimental to the public interest, health, safety, convenience, or welfare. As demonstrated in the public record, the proposal will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. Future development in the area will comply with the City's NC-Flex Zoning designation and standards.

3. The project sites are physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public emergency vehicle (e.g. fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the proposed or anticipated uses and/or development would not endanger, jeopardize,

or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. Rationale: The Project area is located adjacent to the City of Grass Valley City limits, has access to full public services, and future development will be required to comply with all applicable public service standards. The proposed Pre-zoning amendments reflect the existing uses or will accommodate the Grass Valley RV Park Resort Project and ±25 acres along McCourtney Road. Though no development is planned along McCourtney Road, any future development will need to demonstrate compliance with the City's development and environmental standards to ensure it will not create a hazard or impact the site and neighboring properties. Future development of the Project shall comply with standards of the NC-Flex Zoning designation of the City's Development Code.

SECTION 5. The City Council amends the Zoning Map as shown in Exhibit A through the approval of this Ordinance.

SECTION 6. CEQA Findings. The City Council has adopted a Mitigated Negative Declaration (SCH#2021090541) including the adoption of a Mitigation Monitoring and Reporting Program as the appropriate level of environmental review.

SECTION 7. Effective Date. This Ordinance shall be in full force and effect 30 days after its adoption under Article VII, Section 2 of the Grass Valley City Charter.

SECTION 8. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published once in The Union, a newspaper of general circulation printed, published, and circulated within the City.



**ORDINANCE NUMBER 813**

Item # 9.

INTRODUCED and first read on the 25<sup>th</sup> day of January 2022.

PASSED AND ADOPTED this 8<sup>th</sup> day of February 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Ben Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

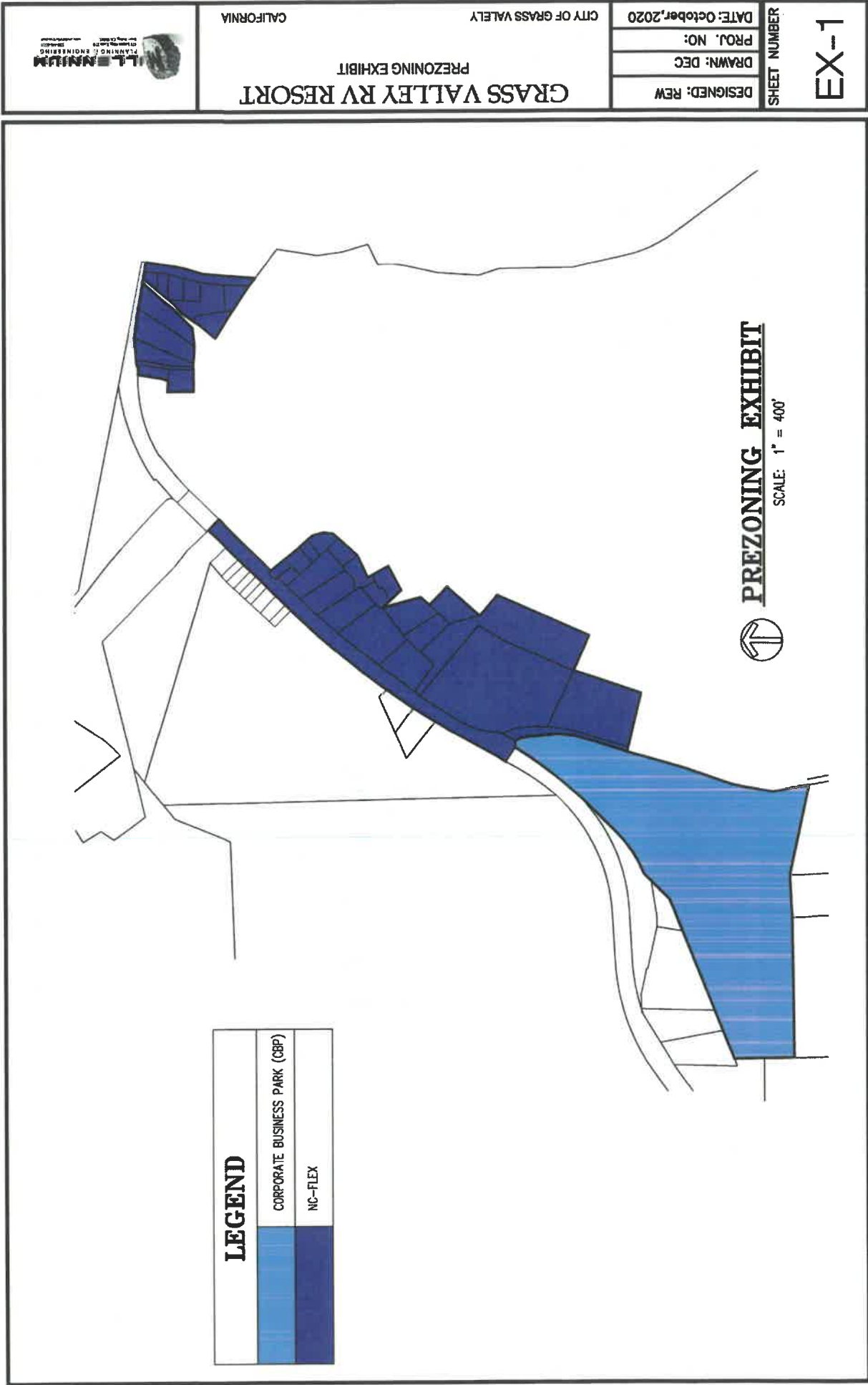
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Taylor Day, Deputy City Clerk

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Michael Colantuono, City Attorney

PUBLISH DATE: \_\_\_\_\_



LEGEND

CORPORATE BUSINESS PARK (CBP)

NC-FLEX

PREZONING EXHIBIT

SCALE: 1" = 400'



## City of Grass Valley City Council Agenda Action Sheet

**Title:** 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.

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

**Council Meeting Date:** 2/8/2022

**Date Prepared:** 2/3/2022

**Agenda:** Consent

**Background Information:** The City Council has established a procedure to appoint members of the City Council and staff to represent the City on several Boards and Commissions. Each year the Mayor reviews the list of assignments and makes recommended appointments. Several of the appointments include both a primary and alternate member. The only changes were the appointments for ERC and the Chamber have been switched. Attached are the appointments recommended by Mayor Aguilar.

**Council Goals/Objectives:** This item executes portions of work tasks towards High Performance Government and Quality Service Goal # 5.A.3: Continue to build cooperative relationships with representatives from service clubs and other community groups.

**Fiscal Impact:** N/A

**Funds Available:** N/A

**Account #:** N/A

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

**Attachments:** -Mayor Appointment List

**CITY OF GRASS VALLEY**  
**APPOINTMENT AND ASSIGNMENT LIST**  
**CITY COUNCIL AND STAFF**

**Members** – Pursuant to City Charter Article V

Five (5) persons, elected at large on the first Tuesday in November of each even-numbered year. A majority Vote of the electorate required for removal.

**Qualifications:** Candidate must be a resident and registered voter of the City at the time nomination papers are issued, or at the time of their appointment to fill a vacancy.

**Term:** Four (4) years

<b><u>Name/Title</u></b>	<b><u>Assumed Office</u></b>	<b><u>Term Expires</u></b>
Ben Aguilar, Mayor	12/11/2018	12/13/2022
Jan Arbuckle, Vice Mayor	12/8/2020	12/10/2024
Bob Branstrom, Council Member	12/8/2020	12/10/2024
Hilary Hodge, Council Member	12/11/2018	12/13/2022
Tom Ivy, Council Member	12/8/2020	12/10/2024

**SUCCESSOR AGENCY** – Pursuant to Resolution No. 2012-48 & 49

Five (5) City Council Members serve as the Grass Valley Successor Agency Board of Directors, with the City Manager serving as the Agency Executive Director, the City Clerk as Secretary, and the Director of Finance as the Finance Officer.

**CAPITAL IMPROVEMENTS AUTHORITY** – Pursuant to Resolution No. 92-107

Five (5) City Council Members serve as the Grass Valley Capital Improvements Authority Board of Directors, with the City Manager serving as the Executive Officer, the City Clerk as Secretary, and the Director of Finance as the Finance Officer.

**Presented February 8, 2022**

**CITY REPRESENTATIVES TO OTHER AGENCIES**

**City Selection Committee** ..... Mayor

**Economic Resource Council** ..... Hilary Hodge; Alternate – Ben Aguilar

*Meets the first Thursday of each month 7:30 AM to 9:00 AM – Nevada County Tech Hub, 104 New Mohawk Rd*

**Grass Valley Chamber of Commerce** ..... Jan Arbuckle; Alternate – Bob Branstrom

*Meets: 4<sup>th</sup> Friday of Each Month 8:00 AM (Chamber Office)*

**Grass Valley Downtown Association** ..... Jan Arbuckle; Alternate – Hilary Hodge

*Meets: 4<sup>th</sup> Thursday of Each Month 8:30 AM (City Offices)*

**League of California Cities Division** ..... Jan Arbuckle; Alternate – Hilary Hodge  
**Nevada County Fire Agency** ..... Mark Buttron  
**Nevada County Local Agency Formation Commission (LAFCo)** ..... Ben Aguilar; Alternate – Tom Ivy

*Meets: 3<sup>rd</sup> Thursday of Each Month 10:30 AM (Rood Center)*

**Parks and Recreation Commission** ..... Bob Branstrom; Alternate – Tom Ivy  
**PARSAC (Insurance JPA)** ..... Tim Kiser; Alternate – Andy Heath  
**Sister City Program** ..... Mayor, City Clerk, and Eleanor Kenitzer  
**Solid and Hazardous Waste Commission** ..... Tom Ivy, Alternate - Bob Branstrom

*Meets: Monthly, if needed (Rood Center)*

**Transportation Commission (NCTC)** ..... Jan Arbuckle; Alternate – Mayor

*Meets: 3<sup>rd</sup> Wednesday of Odd Months 9:30 AM (Location Rotates)*

**Transit Services Commission** ..... Jan Arbuckle; Alternate – Mayor

*Meets: Before NCTC Meetings 8:00 AM*

**US Air Force Beale Base Liaison** ..... Bob Branstrom; Alternate – Ben Aguilar

*Meets: As Needed*

### **CITY STANDING COMMITTEES**

Subject to the Brown Act – Meetings Held as Needed

**Development Review Committee (DRC)** – Planning Commission appoints representative and alternate to the DRC, which are confirmed by the Council

Other members appointed Administratively – Engineering Staff – Catharine Dykes; Fire Department – Darrin Hutchins, Planning Staff – Tom Last; Alternate – Lance Lowe, and City Architect

**EDBG/Business Loan Advisory Board** ..... Mayor; Alternative – Hilary Hodge  
 Administratively includes one representative from each of the following: SEDC and business community.

**Hearing Officer (per Municipal Code 1. 10 .030)** ..... Tom Last

**Traffic Safety Review Committee** ..... (CURRENTLY INACTIVE)

**CDBG/Housing Rehabilitation** ..... (CURRENTLY INACTIVE) Mayor, Council Member, Alternate

REVISED: 02/8/2021