



---

## GRASS VALLEY

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

---

Tuesday, October 11, 2022 at 7:00 PM

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

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

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

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

## AGENDA

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

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

## MEETING NOTICE

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

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

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

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

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

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

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

## **REPORT OUT OF CLOSED SESSION**

## **INTRODUCTIONS AND PRESENTATIONS**

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

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

1. Approval of the Regular Meeting Minutes of September 27, 2022

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

2. Assembly Bill 361 Resolution

**Recommendation:** Adopt resolution R2022-76 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

3. Local Emergency Proclamation (COVID-19)

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

4. Local Emergency Proclamation (Drought Conditions)

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

5. An amendment to an existing Memorandum of Understanding with Nevada County associated with the implementation of SB 1383 and other unfunded state mandates related to organic waste collection and recycling.

**Recommendation:** Authorize the Mayor to sign the amendment to the Memorandum of Understanding with Nevada County and direct the Finance Director to adjust the budget.

6. Approval of Automatic Aid Agreement between The Rough and Ready Fire Department, Nevada County Consolidated Fire District and Grass Valley Fire Department.

**Recommendation:** That Council 1) approve the Automatic Aid Agreement between The Rough and Ready Fire Department, Nevada County Consolidated Fire District and Grass Valley Fire Department. 2) approve the Fire Chief to enter into the agreement upon legal review.

7. Agreement with Nevada County Probation for AB109 Officer services

**Recommendation:** That Council 1) approve the agreement between the City of Grass Valley and the Nevada County Probation Department for Assembly Bill 109 Police Officer Services; and 2) authorize the Finance Director to make any budget amendments, budget transfers, and personnel allocation changes as necessary.

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

#### **REORGANIZATION RELATED ITEMS**

#### **PUBLIC HEARING**

#### **ADMINISTRATIVE**

8. Pioneer Community Energy - Community Choice Aggregation Program (CCA) for the City of Grass Valley

**Recommendation:** That Council 1) Adopt Resolution No. 2022-77 requesting membership in Pioneer Community Energy and Authorizing the Execution of Amendment No. 5 to the Amended and Restated Joint Exercise of Powers Agreement; and 2) Introduce and waive full reading of Ordinance No. 819 Authorizing the Implementation of a Community Choice Aggregation Program in the City of Grass Valley.

9. Downtown Streetscape Improvements Project - Benches/Planters and Tree Grates

**Recommendation:** That Council 1) review options for Tree Grates and Planters with Benches and 2) select final options for the two design elements.

10. Update on amendments to the Waste Management Franchise Agreement tied to state-mandated implementation of SB 1383, AB 341, and AB 1826 (Recycling and Organic Waste programs)

**Recommendation:** Informational only, no action required; however, Council can provide input generally and on the proposed bundled rates for service.

#### **BRIEF REPORTS BY COUNCIL MEMBERS**

## **ADJOURN**

### **POSTING NOTICE**

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, October 11, 2022 at 7:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, October 7, 2022.

---

**Taylor Day, Deputy City Clerk**





---

## GRASS VALLEY

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

---

Tuesday, September 27, 2022 at 7:00 PM

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

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

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

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

## MINUTES

### CALL TO ORDER

Meeting called to order at 7:02 pm.

### PLEDGE OF ALLEGIANCE

Mayor Aguilar led the pledge of allegiance.

### ROLL CALL

#### PRESENT

Council Member Bob Branstrom

Council Member Hilary Hodge

Council Member Tom Ivy

Vice Mayor Jan Arbuckle

Mayor Ben Aguilar

### AGENDA APPROVAL -

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

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

### REPORT OUT OF CLOSED SESSION

No closed session.

### INTRODUCTIONS AND PRESENTATIONS

1. Waste Management Recycling and Services

### PUBLIC COMMENT -

Virtual Comments attached. In person public comment: Robin Davis, All Bough, and Sherri Bernedett

**CONSENT ITEMS -**

Motion to approve consent as submitted by Council Member Hodge, Seconded by Council Member Branstrom.

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

2. Approval of the Regular Meeting Minutes of September 13, 2022.

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

3. Assembly Bill 361 Resolution

**Recommendation:** Adopt resolution R2022-75 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

4. Local Emergency Proclamation (COVID-19)

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

5. Local Emergency Proclamation (Drought Conditions)

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

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

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

7. Memorandum of Understanding between the City of Grass Valley and County of Nevada to memorialize funding commitments to support emergency services programs and projects.

**Recommendation:** That Council 1) review the attached Memorandum of Understanding (MOU) with the County of Nevada; 2) adopt Resolution No. 2022-xx approving the Memorandum of Understanding (“MOU”) between the County of Nevada (“County”) and the City of Grass Valley (“City”), contingent upon voter approval of the Nevada County Wildfire Prevention, Emergency Services, and Disaster Readiness Transactions and Use Tax (“Measure V”); and 3) authorize the Mayor execute MOU, subject to legal review.

8. Acceptance of donation from the Nevada County Law Enforcement & Fire Protection Council (NCLFC)

**Recommendation:** Approve the Police Department to accept the proposed donation by the NCLFC

9. New Job Description for Parks Senior Maintenance Worker

**Recommendation:** That Council approve the new job description for Parks Senior Maintenance Worker.

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

**REORGANIZATION RELATED ITEMS**

**PUBLIC HEARING****ADMINISTRATIVE****10. Downtown Streetscape Improvements Project - Update and Design Approval**

**Recommendation:** That Council 1) receive an update on the project schedule and 2) review the proposed final design elements and provide direction to staff.

Bjorn Jones, City Engineer, gave presentation to the council.

Council asked about growth rate of trees, the merchants seating options, music on the street, and what side is the project starting on.

Public Comment: Al Bluf, Paula Newman, Penny Short, Lily Pilland, Robin Davis, Jacob McDonald, Steve Desina, Tarze Elliot, Ben Yang

Break at 8:40 pm meeting resumed at 8:46 pm.

Council asked for clarification of the schedule for construction. They had discussion about seating. Councilmember Ivy wanted more upscale seating. Councilmember Branstrom discussed; his concerns of the leaf clean up during fall and maintaining trash pick up, he would like to have the planters capped but could wait to see if its needed and do at a later date, having four benches with a total of two in each block, the need for drop off zones on both ends, public tables for dining, and minimizing the disruption to the merchants. Councilmember Hodge discussed; wanting too look for other options for the tree grates, tree choices, and cobble colors. Councilmember Arbuckle discussed; wanting to look at other tree choices for Mill St, that seating needs to be limited and public tables are necessary, the loading zones, Mayor Aguilar discussed; would like to minimizing seating and look at different tree choices. and have a rendering of capped benches brought forward to council.

Break at 9:30 pm meeting resumed at 9:36pm.

**11. Baseline Tennis Club Proposal**

**Recommendation:** That Council approves City staff to execute a Facility Use Agreement with Baseline Tennis Club for use of City tennis courts, subject to legal review.

Zac Quentmeyer, Community Services Analyst, gave presentation to the council.

Council questioned how many courts and the courts that would be utilized for this contract, what is the commitment from the club to the city to help maintain the facilities, what are peak and non peak hours.

Public Comment: Rick Partridge, Greg , Chelsea Lynch, Linda Newman, Steven Livin, Rachel Pennya, Gena Fair, Paul Swarchs, Greta Watson, Windy Baker, Sharle Lugan, Dave Henniger, Emont Retira, Bitra Shervise, Branda

Council discussed a one year trial of the club, and the possibility to have staff look into a City ran reservation system.

Motion made to Approve Baselines Tennis Club's request for a Facility Use Agreement for a one year trial and approve the use of the courts during non-peak use hours (typically late morning and early afternoon). Two courts at De Vere Mautino Park for two hours during one weekday and two hours during one weekend

day each week by Mayor Aguilar, Seconded by Council Member Branstrom. Voting  
 Yea: Council Member Branstrom, Council Member Hodge, Mayor Aguilar Voting Nay:  
 Vice Mayor Arbuckle Voting Abstaining: Council Member Ivy

### **BRIEF REPORTS BY COUNCIL MEMBERS**

Councilmember Ivy had nothing to report. Councilmember Hodge wants to encourage everyone to come to the Volunteer Fair that is hosted at the Nevada County Fair Grounds. Councilmember Branstrom attended the Gold Country Senior Services Meeting, FDR Constitution Day Parade, and a River Cats Game. Vice Mayor Arbuckle attended the GVDA Merchant meeting, the RCRC Conference, a Transit Services Commission Meeting, River Cats game, the Rudiger Foundation Dinner, and a concert at the Center for the Arts. Mayor Aguilar had nothing to report.

### **ADJOURN**

Meeting adjourned at 10:47 pm

---

Ben Aguilar, Mayor

---

Taylor Day, Deputy City Clerk

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

**Taylor Day**

---

**From:** James McCammon [REDACTED]  
**Sent:** Wednesday, September 14, 2022 8:08 PM  
**To:** Public Comments  
**Subject:** Morgan ranch disturbance

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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

Once again our peace has been disturbed by many teens gathering in our neighborhood. The police were called (I don't know why) and some of the teens raced out of the gathering point on Success Mine Loop. More and more of us are no longer walking on that street due to this invasion. When is the city going to do something about this. We want our neighborhood back.

Sent from James McCammon  
928 Morgan Ranch Dr.

## Taylor Day

---

**From:** Alena Loomis  
**Sent:** Wednesday, September 14, 2022 4:37 PM  
**To:** Public Comments  
**Cc:** Tom Last; Lance Lowe  
**Subject:** FW: Form submission from: Contact us

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

---

**From:** Trinie Dalton <info@cityofgrassvalley.com>  
**Sent:** Wednesday, September 14, 2022 4:32 PM  
**To:** COGV General Voicemail <COGVGeneralVM@cityofgrassvalley.com>  
**Subject:** Form submission from: Contact us



**GRASS VALLEY**  
 A PLACE TO LIVE AND THRIVE

09/14/2022 - 4:32pm

City of Grass Valley »

### WEBFORM SUBMISSION

Submitted by anonymous user:  
 [2600:1700:401:a410:6cae:642c:3565:6edd]

Your name:  
 Trinie Dalton

Your e-mail:



Your Phone Number:  
 323-308-9345

Message:  
 Letter to City Council  
 Dear Council Members,  
 As a local resident, I'm dismayed that two overpriced, mediocre  
 restaurants, Cirino's and Maria's, get to intimidate the council to retract

the food truck expansion plan. Everyone I know was really excited about the possibility. As your council members said repeatedly, allowing young diverse businesses to serve good, affordable food in our town (and even to make a food truck court!) will actually attract more people to Grass Valley—not drive them away. That possessive attitude is antiquated, unfounded, racist, and ageist. Will there be opportunities to vote on this with constituents? I don't think letting two business owners decide is fair to all of us who want more hustle and bustle, as Ms. Dodge said "Bring on the food trucks!"

Thank you,  
Trinie Dalton

Attachment(s) (if applicable):

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

© 2022 City of Grass Valley. All rights reserved.

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

**Taylor Day**

---

**From:** mary vogt [REDACTED]  
**Sent:** Tuesday, September 27, 2022 4:58 PM  
**To:** Public Comments  
**Subject:** tennis court usage

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

I'm writing to express my opposition of the proposal to give preference to Baseline tennis over the many other residents that play tennis in the area for the price of \$873.60.

I've lived in the area for 34 years and have been playing more tennis since I retired with a group twice a week. Eight of us meet in the mornings at a predesignated court and hope to find two courts available, and sometimes we have to go hunting for courts. These are public courts which I have supported with my taxbill.

I don't believe it is representative government if the needs of the few who pay out weighs the needs of the many who believe it public space for all.

Please consider all the people who have weighed in on this issue.  
Please do not turn the use of public space into a private club for any time amount.

Sincerely,  
Mary Vogt  
250 Washington St  
Grass Valley, CA



## Taylor Day

---

**From:** Jedidiah Watson [REDACTED]  
**Sent:** Tuesday, September 27, 2022 3:24 PM  
**To:** Public Comments  
**Subject:** Re: City's Mill St Vacant lot

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

This is getting to be ridiculous as the city maintenance guys came out and only cut down a couple of the trees of heaven bushes, but didn't pickup the trash or cut back the weeds or any other overgrowth.

The weeds in the middle of the lot need to be cut back as they are about 3 feet high. There is overgrowth all around the lot and on each side of the driveways that need to be cut back. Then in the back of the lot near the property line with the apartments there is trash and a mattress.

I know this is a separate issue, but if the city can't maintain the property they currently own how does it plan to maintain the Mill St Pavillion area when it is completed? We saw that they didn't do any snow removal after the storm in December and it seems like the trash cans are constantly overflowing with garbage and are spilling onto the sidewalk.

Thank you,  
 Jedidiah

---

**From:** Jedidiah Watson [REDACTED]  
**Sent:** Tuesday, September 13, 2022 6:17 PM  
**To:** public@cityofgrassvalley.com <public@cityofgrassvalley.com>  
**Subject:** Re: City's Mill St Vacant lot

Thank you for picking up the stacks of wood from the December storm that were at the City's vacant lot on Mill. However, no one has come out to take care of the overgrowth of weeds and the trash. I really wish the city staff would take pride in our city and manage the properties that they do have before looking to purchase more. For example, there is a mattress that someone dumped in the lot over a years ago. The city workers have come out numerous times to hang up fences with no parking and no trespassing signs, but they don't pickup any of the trash or haul off that mattress.

I am not asking for anything out of the ordinary I am just asking the city to maintain their property as they would require private citizens and businesses to do.

Thank you,  
 Jedidiah

---

**From:** Jedidiah Watson  
**Sent:** Friday, August 19, 2022 11:58 AM  
**To:** public@cityofgrassvalley.com <public@cityofgrassvalley.com>  
**Subject:** City's Mill St Vacant lot

Please send someone out to maintain your vacant lot and please do so on a regular basis. It is an eye sore to the community and violates the city's own vegetation management codes. There are still stacks of sticks and

branches from the December storm last year, overgrown weeds and shrubs, and because of the overgrowth we have seen people dump trash like a bathtub, people passed out in the bottom of the lot, and kids are going down there to hang out and access the back yards of neighboring properties.

Thank You,  
Jedidiah

**Taylor Day**

---

**From:** Brenda Nascimento [REDACTED]  
**Sent:** Tuesday, September 27, 2022 1:07 PM  
**To:** Public Comments  
**Subject:** Baseline Tennis Club comments for City Council meeting for 9/27

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

I know Zac has given his recommendation to give the Baseline Tennis Club non-prime hours. The problem is non-prime hours are different in the Summer and Winter. In Summer they would be about 12-4pm...however in Winter, those can be the prime hours, depending on the weather. The cost he is recommending for them to have the exclusive right to reserve the courts is ridiculously low...no wonder they want to take over the public courts rather than join a private club, where they could make reservations.

Also, he has recommended monitoring the club to make sure they are performing the functions they spelled out in their bylaws (which they admittedly just copied from the pickle ball players). How will this monitoring take place? What is their specific plan to promote tennis (Many of us believe they do not have one). How will the public follow this monitoring? Also, by claiming they are a non profit, they must, by law, make their tax returns public which would show how much money they are taking in and what they are spending it on. Will the city be monitoring this also...I, as the general public, will be wanting tax return copies as well. So far they have refused our request for even just their membership list.

There are probably 100 local tennis players in the community that use the public parks in Grass Valley. You can see from the petition we filed that we have approximately 70 signatures...that is 70% of the local tennis community that do not want this!! If it is passed, we will continue to fight it.

*Brenda Nascimento*  
[REDACTED]  
[REDACTED]

## Taylor Day

---

**From:** Greta Watson [REDACTED]  
**Sent:** Tuesday, September 27, 2022 11:58 AM  
**To:** Public Comments  
**Subject:** More messages against the Baseline club that Zac didn't include

Here are more messages that Zac didn't include in your packet:

The petition that Zac did include had over 70 signatures so far, all from currently playing tennis players. If given more time, we could probably double or treble that. Most tennis players are adamant about this small group not getting preferential treatment.

-----  
 Hi Zac,

I thought that Dan's response was pretty revealing: they don't want to wait for a court. They want special treatment. We all have to wait for a court at some time. They should not be exempt. The more I learn about them, the more I am upset about their wish for preferential treatment where none should be granted.

I talked to one of the Pickleball club members, who mentioned that Rick had come to them and asked for and copied their bylaws. Also, pretty revealing. While the Pickleball club seems to be a real club, the Baseline club seeks only to avoid waiting for courts. The Pickleball club has a website, consists of more than 60% of the area pickleball players, has teaching pros who play pickleball, and is well organized. Although I'm not in agreement with their being allowed to have reserved courts, it seems they have a plan, and that can't be said of the Baseline group.

It makes sense now that two pickle ball players on Saturday August 13 morning tried to come on the tennis court to use it for pickleball. It was during the pickleball time reserved for club members only. I guess the two guys didn't want to shell out the \$60 annual fee so they could play then. I had to call the police before they decided to leave. If the Baseline group gets their way, then tennis players will be displaced. And we can't just go on the pickleball courts and take them over. We have no recourse.

I hope this play for preferential treatment in avoiding waiting for a court gets shot down pretty fast! It is just plain selfish of these players, and should not be considered further.

-----  
 Hi Zac,

While running errands this morning, I stopped by Memorial Park and noticed only two courts were in use. Joao, a member of Baseline club, was hitting against a ball machine on one. He and I chatted for a couple minutes, and he did not know about the attempt of the club leaders to allow them to reserve courts. He also mentioned that Sundays were the most problematic for them to get courts.

My questions is, wouldn't it hurt tennis for them to get weekend reservation because that's the time when families go out and play tennis with their kids?

-----

A PickleBall Member sent this to me:

Rick Partridge approached the GVPC (Grass Valley Pickleball Club) asking us to support him in his efforts to launch a tennis club.

We declined.

We want to be like Switzerland.

Neutral.

But GVPC sees 2 glaring problems with our understanding of what the tennis club is proposing.

First

Our GVPC membership is very large.

Most people who play pickle ball within a 15 mile radius of Memorial Park belong to GVPC.

It is not a select few.

Second

Pickle ball is nothing like tennis.

Pickle ball is 4 people playing a 15 minute game.

When it's over

We get off the court

We have a sign up board and the next group goes out.

We intermingle and have fun.

Tennis is 6 game set, win by 2, or go to a tie breaker.

It takes a lot of time.

So no, GVPC does not support the tennis club and we wish to remain neutral enjoying our excellent cooperation with the park department.

-----

Hi Zac,

Do you have any clue when the City Council will be addressing the so-called "Baseline Club" request to reserve courts?

Today at Memorial Park, I talked to a couple of tennis singles players who have been playing at Pioneer Park as well as Memorial Park. They said that they're always having to remove pickle ball markings from the tennis courts at Pioneer. And, there are pickle ball markings on both upper and lower courts at Memorial Park. I haven't been to Mautino Park lately so don't know about that.

Apparently, the non-members of the Pickle Ball Club want to play during the club-reserved times as well, and have resorted to marking up and playing on the tennis courts. I hope that the two new pickle ball courts at Memorial Park be considered as open play and no reservations to be allowed. That would allow the non-members at least a chance to play pickle ball when the other courts are reserved by the club.

On to tennis. After I played on Memorial Park lower courts this morning, I went to the upper courts to see what was going on. The two singles players on the near court said they'd be done soon. I told them I wasn't looking for a court, just to ask a question. The four on the far court, members of the Baseline Club, butted in and asked what question. Answer: "Have you seen and read the green blurb?" At that point, I started explaining to the two on the near court, at which time the four on the other court, including Dan's wife, came over to

"educate" me. When I ignored them and continued with the two nearby, the four said I was wrong and they didn't want the two to sign the petition. Fortunately, the two on the near court did listen to me and signed the petition that Brenda has set up.

Again, the four on the far court are singing the same refrain as the others I've met in their so-called club: it's hard for us to get two courts without us being allowed to reserve. They think they are entitled to do that, and it doesn't matter to them that they are getting a privilege the rest of us don't get. They think they are not being privileged or elitist. Who are they kidding?

And, then there's one other thing: to be in that so-called club, you have to pay dues. The two non-Baseline players on the other court said that you shouldn't have to pay to play on public courts, and they were against the reservation system as well.

P.S. I call it the "so-called ... club" because the bylaws are copied from the Pickle Ball Bylaws; there does not appear to be a website; nor have I heard of a way to sign up for the "club"; and they claim not to have set up reservation hours. I've heard from others that they want the prime-time hours of all morning on Tuesdays, Fridays, and Sundays. Not good!

-----

Hi Zac,

Today I was taking a lesson and saw a couple of friends in the parking lot. I stopped my lesson and ran out to the parking lot to talk to these friends and apprise them of what the so-called baseline club is trying to do: make reservations on public courts. When I got my petition out, one of the players on the other court (Rick Partridge) came running out and immediately accused me of having wrong information, without listening. When I told him he was wrong, and went on with talking to my friends, he went back to his group and said I was spreading lies about their group.

The two women were happy to sign. As soon as I mentioned that the so-called club was trying to be allowed to get reservations, the two women said that it just wasn't right. Nobody should be able to get reservations on a public court, and both signed the petition.

I came back to my lesson, and once again, Rick and his friends started attacking me, and saying I don't know what I'm talking about. They were quite rude. I was rude right back. I'm sick of being accosted and accused of wrongdoing when I'm not doing anything wrong! Anyway the nasty words flew both ways. This needs to stop!

The only way it will stop is if the so-called club does not get to reserve courts. Each time they accost me they tell a different story. First it was 10-12 people, and they wanted three mornings a week, Tuesday, Friday, and Sunday. Next it was 25 people. Now it's 30 and they say they only want one morning a week. Frankly, I'm tired of their lies. Dan, Dan's wife, and now Rick, seem to be the ringleaders of this hostility.

I spoke to a couple of them, Joao and Beatrice, after all had finished playing. I told the two players that I had read the bylaws, been in contact with

you, Dan, and others, and that I was interested in two things: that they want to make reservations, and that they charge a membership fee. That would make them a privileged group. Even if their membership is growing a few people at a time, they're not contributing to tennis. They are just recruiting tennis players who are already playing tennis, so it sounds like they're doing something for tennis.

If any group can get reservations based on nothing but desire to be able to do so, then maybe the rest of us should petition the city to do the same. It would lead to chaos, and be completely against what public tennis courts have always been: first-come first-served. It has worked for the 23 years I've lived here. Reservations and fees are not needed! Don't fix what isn't broken. This is not pickle ball.

This group has now accosted me two times, and tries to turn it around saying I accosted them. I want them to leave me alone! I want to play tennis without being accosted and called names. And I want to have the right to ask if people have read the green blurb without being attacked.

-----

Hi Zac,

I'm glad I stopped by and talked with you. It's always nice to put a face to someone with whom one has been communicating.

Something you said about a possible testing arrangement of court usage made me think of something I believe in: trust but verify.

The club should provide a membership list at each checkpoint, with the experience in months and years of each member and that member's self-assessment of level of play. If they group is actually growing the game, the numbers should increase, players new to tennis should show up, and level of play should increase to a certain point. Everyone tops out sometime.

-----

Hi Zac,

I have never heard of a tennis facility, whether private or public, allowing a permanent reservation by a player or group of players. Reservations have been possible only if that player or group did not have any other reservations pending, and only up to a few days ahead of the reservation date. In addition, players reserving on public courts have had to pay a fee.

For example, public facility Cuesta Park in Mountain View accepts reservations on two courts (of the 35 public courts in Mountain View). Court fees for reservations depend on whether one lives in Mountain View and upon time of day, and range from \$11/hour to \$15/hour, with light fees an additional \$5, and can be made up to a week in advance.

In every public facility that I have played on across the USA, if reservations are possible and a fee charged, that facility has had an employee on site at all times the courts were open for play.

-----

## Taylor Day

---

**From:** Greta Watson [REDACTED]  
**Sent:** Tuesday, September 27, 2022 11:38 AM  
**To:** Public Comments  
**Subject:** Another e-mail against the Baseline Club

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

Here's another complaint that Zac didn't put in the packet:

Does the Baseline group fulfill a need in the city, like many of the other groups you mentioned, such as scouting, baseball, softball, etc. do?

To grow tennis, one needs to have a junior development program. The current professionals do this, and are qualified to do so. They have clinics, not only for juniors, but also for adults who are trying to improve their tennis. They are the ones certified to do so. They will teach good habits in tennis.

The Baseline group does not fulfill this need. Nor does it have an exclusive on getting people set up with comparable players, with professionals who give lessons, or anything else. All tennis players who have any experience know the pros and know how people can get hold of them. If this does not seem to be enough, the city could put up a flyer listing the names and contact information for all the certified teaching pros. Baseline group is superfluous.

So, the Baseline group does not fulfill any city need. Does the tennis community need a group of privileged players who can reserve courts while others cannot? Absolutely not! What's fair for the rest of us is fair for the Baseline group.

For instance, this morning they were on three courts from about 8:30 on. They did not need reservations, nor should they need



## Taylor Day

---

**From:** Greta Watson [REDACTED]  
**Sent:** Tuesday, September 27, 2022 11:36 AM  
**To:** Public Comments  
**Subject:** Another item not put in the packet by Zac

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

**Subject:** Solution for the "club"

**Date:** Thu, 25 Aug 2022 18:28:03 -0700

**From:** Greta Watson [REDACTED]

**To:** Zac Quentmeyer <[zacq@cityofgrassvalley.com](mailto:zacq@cityofgrassvalley.com)>, Dan Baseline <[baselinetennis@mail.com](mailto:baselinetennis@mail.com)>

Hi Zac,

Why can't the club do what another group did some time ago? There were about a dozen players who liked to play doubles regularly. They exchanged e-mails before each session, asking who wanted to play on such-and-so date and time. First 8-9 to respond in the affirmative would play. They didn't always play on the same days or the same times, to accommodate all of them.

Then, those players would assemble (no reservations) at the agreed-upon location and wait their turn, just like the rest of us do. They would get their 90 minutes, maybe the two courts being staggered, maybe simultaneous. If nobody was waiting after their 90 minutes, they could continue until someone else asked for the court.

That would be fair. The club wants two courts three mornings a week, for more than 90 minutes. That will impact the tennis community negatively. And it is not fair for them to reserve two courts three mornings a week, because we can't do the same! All players should play by the same rules.

Greta

## Taylor Day

---

**From:** Greta Watson [REDACTED]  
**Sent:** Tuesday, September 27, 2022 10:48 AM  
**To:** Public Comments  
**Subject:** Fwd: Baseline Tennis "club"

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

This message against the Baseline Tennis club apparently wasn't forwarded to you by Zac. How many others did he neglect to forward?

----- Forwarded Message -----

**Subject:** Baseline Tennis "club"  
**Date:** Thu, 25 Aug 2022 13:06:35 -0700  
**To:** [zacq@cityofgrassvalley.com](mailto:zacq@cityofgrassvalley.com)

Hello Zac,

I have been playing tennis in Nevada County for 35 years, mostly out of Memorial Park, but also Ridge Racquet Club, South Yuba Club and all the other parks around the county. In the early 90's I won many singles and doubles titles in the Memorial Day Tennis Classic tennis tournament that was put on for years in the county. My point being that I am a long time part of, and know the Nevada County tennis community extremely well.

Regarding the Baseline Tennis Club that is attempting to secure guaranteed court time for themselves, I would like to make a few points as to why the majority of the tennis community is against this:

1) Although no one in the community has ever heard of the Club, as they and their bylaws were just recently created in order to look legitimate to the city, we do know who this group of people are, and have seen them playing on the courts. They are a group of about 10 (maybe a few more) beginner level tennis players. Not only do they not have the resources or knowledge to "promote" tennis, they certainly do not have the skill level to teach tennis. If you look at any reputable tennis club in the United States (whether it be at a private club, or a park), you will see that clinics and lessons are given by USPTA certified instructors, of which this club does not have.

2) Tennis is not played like Pickleball and should not be compared to pickleball. Pickleball is an easy game to learn and matches last around 15 minutes. People rotate in and out around the courts in a "round robin" fashion. It is easy for players of different levels to play together. In tennis, you play singles with one other person, or doubles with 3 other people of your same level and there is no rotating in and out. Because of this, most of us would be excluded from this group simply by the fact that they are not a compatible match up in either their level of play or in the manner in which they want to play. Being in that we are excluded from this group for those reasons, now they would be getting an unfair advantage in that they get guaranteed, reserved court time and the rest of us don't.

3) Public courts have always operated on a first come, first serve basis with 60 minutes for singles, 90 minutes for doubles. This is how it has been done without conflict in our public parks since the tennis courts were built. I, for one, will not yield a court to them until after I've played my 60 or 90 minutes. If they have exceeded their 90 minutes, I will let them know they need to relinquish the court. Everyone else I have spoken to feels the same way. So now that this conflict has been created, are we going to start calling Law Enforcement intervention for tennis courts??...I can certainly see many verbal arguments on the horizon.

In summary, it is not fair to grant this SMALL group of specific friends special privileges to grab the court time they want during peak playing hours because they've put together a pretty package for the city promoting a fake tennis club that they made up. If they want to be able to reserve court time, they should join a private club such as Ridge Racquet Club or South Yuba Club.

We will be putting together a petition and obtaining signatures to show the city exactly how much of the tennis community is against this.

Thank you for reading and considering all of the above points.

Name obscured

**Taylor Day**

---

**From:** Greta Watson [REDACTED]  
**Sent:** Tuesday, September 27, 2022 10:40 AM  
**To:** Public Comments  
**Subject:** Against reservation system

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

Hi,

The proposed reservations system was made by people who do not play tennis. There are a number of things wrong with this system:

It is discriminatory. Only members of the Baseline Club can make reservations. This is unfair to the vast majority of players in the area, who are not and will not become members of this tiny group.

The fee to be charged is ridiculously low. What's to stop tennis pros from terminating their contracts with the city and instead renting the courts at what amounts to \$2/hour after discounts?

Baseline Club members have said they don't have a problem during the week, and only potentially a problem on the weekend. E-mail will be provided on request. Don't fix what isn't broken.

Current court rules limit play to 90 minutes for doubles. Why does the proposed system allow for two hours of court time?

No other public courts have a small group able to reserve courts on a permanent basis.

Enforcement will be a nightmare.

The Baseline Club copied their bylaws from the Pickle Ball club. Tennis is improved by playing with players of like ability, having singles and doubles, and having lessons for all levels, including especially children. The Baseline Club does none of this.

Some of the tennis courts are unplayable in winter. If non-prime hours are used, they are different in summer than in winter. Non-prime summer hours are usually noon to 4 p.m.. There are none in winter. So, there should be no reservations in winter, period! Consider the months of December, January, February, and March as unavailable for reservations.

Greta Watson

## Taylor Day

---

**From:** Greta Watson [REDACTED]  
**Sent:** Friday, September 23, 2022 6:31 PM  
**To:** Public Comments  
**Subject:** Please do not approve the Facility Use Agreement with the Baseline group

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

To the City Council:

It is my understanding that you will be determining whether or not to approve the Baseline group's request to permanently reserve tennis courts in Grass Valley. I'm opposed to this for a number of reasons.

Tennis and pickle ball are vastly different in everything, from balls to racket/paddle, to court size and markings. To compare them to each other does not make sense. Pickle ball games last a few minutes, and players change partners and opponents after each game. It's very social, and can be very competitive or not at all. It is much more easily learned than tennis. And it has seen a tremendous growth in popularity in the past few years.

Tennis takes a lot longer to learn, sets can last from about half an hour to a couple of hours, and a match from an hour to several hours. A match includes not only skill level, but also fitness, and strategy. Tennis is most enjoyable when played with and against players of similar skills, fitness, and strategy. Tennis has not had much growth in the past few years, partly because of Covid, partly because some players are playing pickle ball instead of tennis, partly because it takes a lot of time and work to get good at it.

Here are my reasons for not allowing the Baseline group to make reservations:

1. Don't fix what isn't broken. The current system of first-come-first-served has been successfully used in Grass Valley and all over the country for many years. In the past year, I've had to wait only about ten minutes for a court, and only once or twice. I have provided the Baseline group with a method they can use in lieu of reservations, basically using e-mail to get a head count, and then using that to split the group in case two adjacent courts aren't available.
2. No tennis entity, whether public or private, has ever given any group the ability to make a permanent reservation unless that person is a teaching pro. Doing so will show preference to a small group of players, and will leave the rest of us as second-class taxpayers.
3. The Baseline group says they're open to all. However, they don't do singles, and the only doubles they do is similar to pickle ball rather than to tennis, so isn't something most tennis players would be interested in doing. And, their drop-in tennis isn't done by skill level, so isn't something most tennis players would want to do.
4. Where reservations for tennis courts are allowed, there is a paid person on site who administers the reservations and collects the court fees, for example, \$11-\$20/hour per court that's charged at Mountain View's Cuesta Park. Reservations are one-time only, and may be made a few days in

advance. Many places prevent a player from reserving a court if that player group already has an upcoming reservation.

5. The Baseline group has no concrete plans to improve tennis, and is making this request only to avoid having to wait for courts. Since that's not really an issue, they have no reason for their request. If the city council allows these reservations, what's to prevent other groups of tennis players from demanding equality and reserving the courts for their use? Where does it end?

6. The players who have signed the petition to deny the Baseline group's request far outnumber the number of players who are claimed by the Baseline group as members. And, how many of them are actually active members of the Baseline group? How many have dropped out when they found they weren't of the same skill level as the others? At the time of this e-mail, 70+ players have signed the petition against the Baseline group. The members claimed by Baseline have variously been stated as a dozen, about 25, or about 30. In any case, that's less than half of the current count against their request.

7. Grass Valley allows the pickle ball club to have reserved hours. During those hours, players not in their club have marked up the tennis courts on both the lower and upper courts at Memorial Park, as well as at Pioneer Park. Those markings are irritating and distracting to tennis players, who have had to try to get rid of them. Perhaps it was not a good idea to have permanent reservations by the pickle ball club? It is definitely not a good idea to do so for the Baseline group, as they are a small minority of tennis players in this area.

Thank-you.

Greta Watson

## Petition against "Baseline Tennis Club"

We, the tennis players of Nevada County, petition to the City of Grass Valley, to not cater to the private group calling themselves "Baseline Tennis Club" by granting them preferential treatment in letting them have guaranteed, reserved tennis court time for the following reasons:

- 1) This is a small group of friends that do not represent the majority of the tennis community in Nevada County.
- 2) The first come, first serve rule of 60 minutes for singles and 90 minutes for doubles has served this community for the public courts without conflict since the courts were built. Giving this group special privileges will create conflict among the tennis community...and who will enforce their reservation when someone refuses to yield the court?
- 3) If they want to reserve courts, there are two private clubs in the city where they can do that...South Yuba Club and Ridge Racquet Club.
- 4) Contrary to what they state as their goals in Article 2 of their bylaws:
  - a) They do not have the knowledge, resources, or any type of specific plan to "further public interest and participation in tennis"
  - b) They do not have a certified USPTA instructor as part of their group in order to teach tennis.
  - c) They state they will facilitate coordination of players of all abilities. How would they do this? You cannot put different levels of tennis players on the same court; it is frustrating and non-conducive to a productive game of tennis or any manner of improvement. Also, their desire to play in a round robin fashion is not how the majority of the tennis community wants to play tennis. We arrange matches of singles or doubles with people of our own skill level and play 2 out of 3 sets.
- 5) You cannot compare the style of play and use of a tennis court to other sports...specifically pickle ball, in which matches only last 15 minutes and round robin play is the norm where players rotate between courts to play different individuals each match. As stated above, tennis is not played in this manner
- 6) Lastly, on a slightly different note...their bylaws state they are a Non Profit organization, yet they will be charging dues. What are the dues for? How will they account for them and will their Financial Statements be made public, as all Non Profit organizations are required to do by law? Who will monitor this?

For all of the above reasons, we think it would be highly unfair to grant this small group of people, who merely do not want to have to wait for a court like the rest of us, the special privilege of getting to reserve courts when the rest of us cannot.

See attached pages for signatures:



Petition Against "Baseline Tennis Club"

Branda Nascimento 18001 Lightfoot Way N.C. Branda Nascimento  
Name Address Signature

Doreen Christie 16637 Curtis Corn Doreen Christi  
Name Address Signature

Rob Kaplan 13009 Somerset Dr., G.V. R. Kaplan  
Name Address Signature

Barry Kidney 578 Sutton Way #312 G.V. Barry  
Name Address Signature

Gregory S. Young 11356 Willow Valley Road Gregory S. Young  
Name Address Signature

Kate Costa 107 Teal Ln G.V. Kate Costa  
Name Address Signature

Kumiko Kidera 11661 Cement H. 11 Rd. Kumiko Kidera  
Name Address Signature

Heather Davenport 758 Sutton Way #312 H. J. Davenport  
Name Address Signature

Sherry Chargin, 113 Bridger G., G.V. Sherry Chargin  
Name Address Signature

Marlene Soldani 12921 Forsman Pl Las Vegas NV 89131  
Name Address Signature

Debra Erb 15609 Names Dr G.V. 95949 Debra Erb  
Name Address Signature

Terri Johansen 2405 Ridge Rd G.V. 95945 Terri Johansen  
Name Address Signature

Kay Walker 15276 Lower Colfax G.V. 95945 Kay E. Walker  
Name Address Signature

BOB BEZAIRE 10227 COMERATE RD G.V. 95949 Bob Bezaire  
Name Address Signature

Heleen Bezaire - 10227 comerate RD Heleen Bezaire  
Name Address Signature



Petition Against "Baseline Tennis Club"

KATHY RACZ 210 N. AUBURN ST. (530) 913-3581 Kathy Racz  
Name Address Signature

Dale Pistone 14885 Bear Claw Ct 916 208-8574 Dale Pistone  
Name Address Signature

SHAWN ROBERTSON 13845 LAVA DOME WAY NV CITY 530-277-7981  
Name Address Signature

Dagna Wheeler 16375 Orchard Springs Rd Dagna Wheeler  
Name Address Signature

Scott Wheeler 16375 Orchard Spr Rd Scott Wheeler  
Name Address Signature

Patrick Harding 10282 N Ponderosa Way 95975 Patrick  
Name Address Signature

David Bouck 13845 Lava Dome Wy 95959 David Bouck  
Name Address Signature

Michelle Bodley 18252 St. Hwy 20 NC 95555 Michelle Bodley  
Name Address Signature

Henry Ramos, Jr. 16154 American Hill Rd. N.C. 95959 Htr  
Name Address Signature

Emily Malsam 11813 Alta Vista Ave GUC 95945 Emily Malsam  
Name Address Signature

Michael Malsam ~ ~ ~ Michael Malsam  
Name Address Signature

Helen Hansen 13103 Red Dog Rd, N.C. Helen Hansen  
Name Address Signature

PERRY THOMAS 12958 MADRONE FOREST NEW CT Perry Thomas  
Name Address Signature

Ron Pinto 12876 PASQUALA M. R. Pinto  
Name Address Signature

Joe Dongaard 12991 MULBERRY LN Joe Dongaard  
Name Address Signature

## Petition Against "Baseline Tennis Club"

Chris Rucé 10796 Cone Tree Trail Chris Rucé  
Name Address Signature

Phil Zink 11420 Tower Hill Nevada City Phil Zink  
Name Address Signature

ANN Schwartz 13812 Meadow Dr Grass Valley ANN Schwartz  
Name Address Signature

STAN SITKO 10639 QUAIL CREEK RD GV CA STAN SITKO  
Name Address Signature

Elizabeth Johnson 13645 Bitney Spgs. Nevada City CA Rd. Elizabeth Johnson  
Name Address Signature

Norm Johnson 11 Norm Johnson  
Name Address Signature

JOHN BRANT 10333 CAREY DR. G.V. John Brant  
Name Address Signature

DAVE WALTERS 10435 East Drive, GV Dave Walters  
Name Address Signature

Dolly Melim 12401 Old Mine Rd GV Dolly Melim  
Name Address Signature

Timothy Gizzi 11387 Lower Circle dr. GV. Timothy Gizzi  
Name Address Signature

REGAN CORDERARO 16371 INDIAN SPRINGS PARK RD. GV CA 95949 REGAN CORDERARO  
Name Address Signature

BRUCE HERRING 13963 MEADOW DR GV, CA 95945 B. Herring  
Name Address Signature

George M. Olive 16356 DANGER LANE GV CA 95949 George M. Olive  
Name Address Signature

Lauron A. Aldred PO Box 372 N.C. CA Lauron A. Aldred  
Name Address Signature

JIM DAUGHERTY 420 CALVARY ST. Jim Daugherty  
Name Address Signature

Petition Against "Baseline Tennis Club"

Andrew Wilson

12881 Low Hills Rd. N.C.

Name

Address

Signature

Name

Address

Signature

Name

Address

Signature

Name

Address

Signature

Name

Address

Signature

Name

Address

Signature

Name

Address

Signature

Name

Address

Signature

Name

Address

Signature

Name

Address

Signature

Name

Address

Signature

Name

Address

Signature

Name

Address

Signature

Name

Address

Signature

Name

Address

Signature

Petition Against "Baseline Tennis Club"

Name	Address	Signature
Greta Watson	11467 Lohlorien Ln, N.C.	Greta A Watson
Darryl Quinn	339 Park Ave NC 28559	Darryl Quinn
George Landsburg	511 Dean Hwy NC 28559	George F. Landsburg
Peggy McRoberts	10679 Dolores Dr. Grass Valley, CA 95959	Peggy McRoberts
Lori Nelson	14028 Camas Ct NV 89546	Lori Nelson
Robin Ali	13573 Tinlog Ln	Robin Ali

Petition Against "Baseline Tennis Club"

Name	Address	Signature
Jill Southard	324 Jordan St	Jill Southard
Rich Ryerson		Rich Ryerson
John Hughes	13400 Jones Bar	John Hughes
Joan Yamauchi	10639 James Ln NC	Joan Yamauchi

Name	Address	Signature
------	---------	-----------

Name	Address	Signature
------	---------	-----------



We, the tennis players of Nevada County, petition to the City of Grass Valley, to not cater to the private group calling themselves "Baseline Tennis Club" and granting them preferential treatment by letting them have guaranteed, reserved tennis court time for the following reasons:

- 1) This is a small group of friends that do not represent the majority of the tennis community in Nevada County.
- 2) Contrary to what they state as their goals in Article 2 of their bylaws:
  - a) They do not have the knowledge, resources, or any type of specific plan to "further public interest and participation in tennis"
  - b) They do not have a certified USPTA instructor as part of their group in order to teach tennis, nor the support of any certified teaching pros in the area.
  - c) They state they will facilitate coordination of players of all abilities. How would they do this? Again, they do not have the professional knowledge to do this. You cannot put different levels of tennis players on the same court; it is frustrating and non-conducive to a productive game of tennis or any manner of improvement. Also, their desire to play in a round robin fashion (rather than a singles or doubles matches of 60 or 90 minutes respectively, as most tennis is played) is not how the majority of the tennis community wants to play tennis.
- 3) The first come, first serve rule of 60 minutes for singles and 90 minutes for doubles has served this community without conflict since the courts were built. Giving this group special privileges will create conflict among the tennis community, and who will enforce their reservation when someone refuses to yield the court?
- 4) You cannot compare the style of play and use of a tennis court to other sports...specifically pickle ball, which is an easy game to learn, matches only last 15 minutes, and round robin play is the norm. It also cannot be compared to team sports such as softball or soccer, where there is an organization that reserves the fields for league play and arranges tournaments. These sports are not played in the same manner as tennis and that is comparing apples to oranges.

For all of the above reasons, we think it would be highly unfair to grant this group of people, who merely do not want to have to wait for a court like the rest of us, the special privilege of getting to reserve courts when the rest of us cannot.

Name	Address
Markene Dresbach	11747 Hilltop Dr, GV
Jackie Hill	11747 Hilltop Dr
Name	Address
Jane Porter	16899 Brewer Rd
Name	Address
Linda Newman	12220 Echo Dr.
Name	Address
Mary Vogt	250 Washington St Grass Valley
Name	Address
Margie St	10796 Henson Way G
Name	Address
Linda Schaffer	17849 Lawrence Way G
Name	Address
Wendy L. Baker	15548 Brewer Rd. GV
David Henninger	15548 Brewer Rd 95949

Signature
40 Jackie Hill
Signature
1073 Jane Porter
Signature
041 Linda Newman
Signature
Mary Vogt
Signature
Margie St
Signature
Linda Schaffer
Signature
Wendy L. Baker
David Henninger



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Assembly Bill 361 Resolution

**Recommendation:** Adopt resolution R2022-76 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:** 10/11/2022

**Date Prepared:** 10/4/2022

**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:** R2022-76

## RESOLUTION NO. 2022-76

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 October, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Ben Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Taylor Day, Deputy City Clerk

---

Michael Colantuono, City Attorney





## City of Grass Valley City Council Agenda Action Sheet

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

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

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

**Council Meeting Date:** 10/11/2022

**Date Prepared:** 10/4/2022

**Agenda:** Consent

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

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

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

**Funds Available:** N/A

**Account #:** N/A

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

**Attachments:** None



## City of Grass Valley City Council Agenda Action Sheet

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

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

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

**Council Meeting Date:** 10/11/2022

**Date Prepared:** 10/4/2022

**Agenda:** Consent

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

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

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

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

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

**Funds Available:** N/A

**Account #:** N/A

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



## City of Grass Valley City Council Agenda Action Sheet

**Title:** An amendment to an existing Memorandum of Understanding with Nevada County associated with the implementation of SB 1383 and other unfunded state mandates related to organic waste collection and recycling.

**Recommendation:** Authorize the Mayor to sign the amendment to the Memorandum of Understanding with Nevada County and direct the Finance Director to adjust the budget.

**Prepared by:** Thomas Last, Community Development Director

**Council Meeting Date:** 10/11/2022

**Date Prepared:** 10/04/2022

**Agenda:** Consent

**Background Information:** At the City Council meetings on January 26, and February 23, 2021, staff provided updates on new state mandates related to the reduction of organic waste materials into landfills. Staff noted there would be a need for additional staff resources to both implement and enforce these programs.

On July 13, 2021, the City Council approved a Memorandum of Understanding with Nevada County to share in the costs of a consultant to help implement the required programs. At the same meeting the Council approved an agreement with R3 Consulting Group to provide the assistance. Each entity contributed \$50,000. On June 30, 2022, the City Manager signed an amendment to the R3 contract to provide additional assistance and to the extend the term of the contract to June 20, 2024. This included an additional \$35,000 contribution by the City and \$90,000 from Nevada County. The City did apply \$15,000 from a state grant towards the additional costs. Staff continues to support the cooperative approach with Nevada County since this is the most effective way to implement the state mandates based on limited staff resources and limited technical expertise.

**Council Goals/Objectives:** There are no specific goals or objectives that support the implementation of this mandate, but the proposed approach is the most efficient manner to provide the government services needed to implement the programs.

**Fiscal Impact:** The previously signed amendment to the R3 contract will impact the General Funds by approximately \$20,000.

**Funds Available:** Requires budget amendment

**Account #:** 100-301-51110

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

**Attachments:** Amendment #1 to Memorandum of Understanding with Nevada County

**AMENDMENT NO. 1 TO  
MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF  
NEVADA AND THE CITY OF GRASS VALLEY**

**THIS AMENDMENT** is executed this 14<sup>th</sup> day of June, 2022 by and between CITY OF GRASS VALLEY and COUNTY OF NEVADA. Said Amendment will amend the prior Memorandum of Understanding between the parties executed on July 13<sup>th</sup>, 2021 by Resolution No. 21-301.

**WHEREAS**, the parties desire to amend their Memorandum of Understanding to allow for an extension to the term of the Agreement to June 30, 2024; and

**WHEREAS**, the parties desire to increase the Funding Allocation by \$125,000. Allocating an additional \$90,000 to Nevada County and \$35,000 to the City of Grass Valley; and

**NOW, THEREFORE**, the parties hereto agree as follows:

1. That the termination date identified in Section 6 of the memorandum of understanding is hereby extended to June 30, 2024.

2. The Funding Allocation identified in Section 2 of the Memorandum of Understanding is hereby amended to increase the City allocation by \$35,000 and the County allocation by \$90,000, and that the total reimbursement from the City to the County shall not to exceed \$85,000.

3. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

**COUNTY OF NEVADA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Honorable Sue Hoek, Chair, of the Board of Supervisors

By: \_\_\_\_\_  
Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

**CITY OF GRASS VALLEY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ben Aguilar, Mayor, City of Grass Valley



## City of Grass Valley City Council Agenda Action Sheet

---

**Title:** Approval of Automatic Aid Agreement between The Rough and Ready Fire Department, Nevada County Consolidated Fire District and Grass Valley Fire Department.

**Recommendation:** That Council 1) approve the Automatic Aid Agreement between The Rough and Ready Fire Department, Nevada County Consolidated Fire District and Grass Valley Fire Department. 2) approve the Fire Chief to enter into the agreement upon legal review.

---

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

**Council Meeting Date:** 10/11/2021

**Date Prepared:** 10/4/2022

**Agenda:** Consent

**Background Information:** The Fire Service has a long history of mutual assistance, no one agency can provide exclusive service without assistance. When large scale or multiple incidents are occurring our partner agencies in western Nevada County may require assistance. The Rough and Ready Fire District is currently closing the Rough and Ready Fire Station for one shift (48 hours) due to fiscal pressures. Grass Valley Fire Department and Penn Valley Fire Department are the closest resources to assist the community daily and through the closures. A preexisting Auto Aid agreement between Rough and Ready and Nevada County Consolidated allowing for Rough and Ready to provide primary response into Nevada County Consolidated Fire District service area is currently in place as is a boundary drop with the Grass Valley Fire Department to provide services to areas of Nevada County Consolidated Fire District. Nevada County Consolidated Fire District is unable to service its response area in these locations due to lack of facilities and resources thus requiring the agreements. Nevada County Consolidated will provide a cover engine to the City upon response of a City resource into the Rough and Ready Fire District or the area of the Nevada County Consolidated Fire District in which Rough and Ready provides primary services. This is designed to maintain service levels to the city while our resources provide services to Nevada County Consolidated Fire District or Rough and Ready Fire District. The Fire Chiefs will review the agreement every 90 days to ensure operational efficiency and mutual benefit while the Penn Valley Fire District and Rough and Ready Fire District are exploring consolidation into one agency. Through automatic aid the agencies will provide one (1) closest resource fire engine to the emergency.

Additional resources from the City may be requested by the Incident Commander subject to the discretion of the City Battalion Chief on duty at the time of request.

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

**Fiscal Impact:** Nevada County Consolidated will be supplying a cover engine if Grass Valley Fire Department engine goes out, minimizing all fiscal impacts to the City. Staff will be monitoring this agreement.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** N/A

**Attachments:** Automatic Aid Agreement

## **AUTOMATIC AID AGREEMENT**

### **AMONG THE ROUGH and READY FIRE DISTRICT and NEVADA COUNTY CONSOLIDATED FIRE DISTRICT and GRASS VALLEY FIRE DEPARTMENT**

This Agreement made the \_\_\_\_\_ among the Rough and Ready Fire District, hereinafter referred to as RAR, the Nevada County Consolidated Fire District, hereinafter referred to as NCC and the Grass Valley Fire Department hereinafter referred to as GVFD. Each party may be referred to as an "Agency" or collectively as "Agencies" or "Parties."

### **WITNESSETH**

**WHEREAS**, RAR maintains and operates a Fire Protection Organization covering the Rough and Ready Fire District; and

**WHEREAS** NCC maintains and operates a Fire Protection Organization covering Nevada County Consolidated Fire District; and

**WHEREAS** GVFD maintains and operates a Fire Protection Organization covering the Cities of Grass Valley and Nevada City; and

**WHEREAS**, it is the desire of RAR, NCC and GVFD to enter into an Automatic Aid agreement amongst the agencies. This will provide for the time the closest appropriate apparatus responds to the emergency.

**WHEREAS**, Automatic Aid, is defined as "responding to an emergency in an adjacent fire jurisdiction without being requested by the agency with jurisdiction over that area"

**NOW, THEREFORE**, it is agreed among the parties hereto pursuant to this document that:

1. The above recitals are true and correct and incorporated herein as a part of this Agreement.
2. Upon receipt of any incident within RAR jurisdiction (except SRA incidents) to include areas where otherwise RAR would have responded to NCC, if RAR was staffed GVFD will provide Automatic Aid by responding with one (1) apparatus with a minimum staffing of two (2) personnel as determined by CAD as the closest available resource. NCC will immediately provide (1) move up and cover apparatus with a minimum of (2) personnel to back fill the GVFD at determined cover point..
3. Upon receipt of any incident, within NCC or GVFD jurisdiction, RAR will provide Automatic Aid by responding with one (1) apparatus with a minimum staffing of two (2) personnel as determined by CAD as the closest available resource.
4. Resources necessary for Coverage will be requested using the mutual aid system. All parties

to this Agreement may request a resource to cover their area of responsibility using the following guidelines:

- a. The requesting agency 's resources are depleted
  - b. The agency receiving the request is the closest resource available as determined by CAD.
  - c. The agency receiving the request ("Providing Agency") for coverage has the final decision on whether or not they can fulfill the request without depleting resources within their jurisdiction.
5. A Regular Mutual Aid request by a Duty Chief or a Company Officer will be handled by the Emergency Communication Center ("ECC") in the usual manner using the closest resource. With regard to Regular Mutual Aid requests, the Providing Agency has the final decision on whether or not they can provide the response without depleting resources within their jurisdiction.
  6. When operating an incident, each Agency shall utilize the command and tactical frequency assigned by the ECC.
  7. The Agency with jurisdiction should be the Incident Commander.
  8. As soon as adequate resources arrive at scene, as determined by the Incident Commander, and the NCC/RAR/GVFD resource is no longer needed, it will be released.
  9. Full protective safety clothing and equipment shall be worn by all firefighters when exposed to hazardous elements on the scene of a fire.
  10. Both Agencies should train together at least quarterly (3) annually on Standard Operating Procedures/Guidelines, which apply to each Agency. Standard Operating Procedures must be utilized on all incidents.
  11. The Requesting Agency, whether that be RAR, NCC or GVFD shall indemnify, defend and hold harmless the Providing Agency, its officials, officers, employees, agents or consultants from any and all liabilities, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with this Agreement or the automatic or mutual aid, or coverage, provided by the Providing Agency, except such loss or damage which was caused by the sole negligence or willful misconduct of the Providing Agency. The Agencies enter into this Agreement as independent contractors and not as employees of the other Agencies. The Agencies shall have no power or authority by this Agreement to bind the other Agencies in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status.
  12. This Agreement shall supersede all other agreements between the three (3) parties.
  13. This Agreement shall remain in effect from this date indefinitely, unless terminated by any of the Parties hereto giving to the others thirty (30) days' notice in writing of such termination, or until amended by mutual agreement of the Parties. RAR, NCC and GVFD agree to review this Agreement every 90 days to ensure general public benefit.



**IN WITNESS WHEREOF**, the parties have set their hands this (                      )

\_\_\_\_\_  
Fire Chief, RAR

\_\_\_\_\_  
Board President, RAR

\_\_\_\_\_  
Fire Chief, NCC

\_\_\_\_\_  
Board President, NCC

\_\_\_\_\_  
Fire Chief, GVFD

\_\_\_\_\_  
City Manager, GV



## City of Grass Valley City Council Agenda Action Sheet

---

**Title:** Agreement with Nevada County Probation for AB109 Officer services

**Recommendation:** That Council 1) approve the agreement between the City of Grass Valley and the Nevada County Probation Department for Assembly Bill 109 Police Officer Services; and 2) authorize the Finance Director to make any budget amendments, budget transfers, and personnel allocation changes as necessary.

---

**Prepared by:** Deputy Chief Steve Johnson

**Council Meeting Date:** October 25, 2022

**Date Prepared:** October 6, 2022

**Agenda:** Consent

**Background Information:** In July of 2017, the Grass Valley City Council approved the addition of an officer that would split time between functioning as a School Resource Officer (SRO) and as a Probation Liaison Officer working with Nevada County Probation on AB109 initiatives.

Also in July 2017, Council authorized the Chief of Police to negotiate and execute agreements associated with this hybrid position. The Police Department and Nevada County Probation Department finalized an agreement and it underwent legal review by the city attorney and county counsel. It was approved by City Council on June 12, 2018. This agreement is due to be renewed to cover the period of July 1, 2022 - June 30, 2023.

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

**Fiscal Impact:** Nevada County will be billed quarterly for Probation Liaison Officer hours worked up to \$20,000 per fiscal year to offset costs. The Probation Liaison Officer invoice will be based on the direct salary and benefit cost of the assigned officer for the hours worked on AB109 initiatives during that quarter.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:**

**Attachments:** Two (2) copies of the proposed agreement between the City of Grass Valley and the Nevada County Probation Department for Assembly Bill 109 Police Officer Services. Both copies need to be signed. Note: This agreement is going before Nevada County Officials for approval and signatures as well.

**AGREEMENT BETWEEN THE CITY OF GRASS VALLEY AND THE  
NEVADA COUNTY PROBATION DEPARTMENT  
FOR ASSEMBLY BILL 109 POLICE OFFICER SERVICES**

THIS AGREEMENT is effective July 1, 2022, between the CITY OF GRASS VALLEY, a municipal corporation, hereinafter referred to as “CITY,” and the COUNTY OF NEVADA, a political subdivision of the State of California, hereinafter referred to as “NEVADA COUNTY.” CITY and NEVADA COUNTY may be referred to herein individually as “Party” and collectively as the “Parties.”

**WHEREAS**, the California Legislature passed Assembly Bill 109 (AB 109) which provided for the realignment of funding and supervision for certain low level offenders, adult parolees, and juvenile offenders from state prisons and institutional facilities to the local jurisdiction (“Realignment”).

**WHEREAS**, the California Community Corrections Incentives Act of 2009 established a Community Corrections Partnerships (CCP) in each county and AB 109 expanded the role of CCP to provide planning, oversight, implementation, and assessment of Realignment in Nevada County.

**WHEREAS**, Nevada County CCP approved a plan and funding for CITY and the NEVADA COUNTY Probation Department to partner together to deliver AB 109 services to Nevada County.

**WHEREAS**, CITY and NEVADA COUNTY wish to collaborate in order to better achieve AB 109 initiatives.

**WHEREAS**, CITY is willing to partner with NEVADA COUNTY by providing a Grass Valley Police Officer to work side-by-side with NEVADA COUNTY to deliver AB109 services.

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

**1. SCOPE OF SERVICES AND TERM**

- A. CITY agrees to provide and dedicate to NEVADA COUNTY a sworn police officer to work alongside probation officers to further AB 109 initiatives. (the “AB 109 Officer”) The AB 109 Officer shall serve up to those number of yearly hours working on probation efforts, not to exceed the compensation as outlined in this agreement. The officer will work in partnership with the Probation Department on adult drug court and other initiatives in furtherance of the AB109 objectives.
- B. Representatives of the CITY and NEVADA COUNTY shall make recommendations for the AB 109 Officer position to the CITY Chief of Police who shall assign such officer.
- C. The term of the Agreement shall commence July 1, 2022 and conclude June 30, 2023, unless extended by mutual written consent. If the parties find it mutually desirable to extend this Agreement, additional one-year extensions may be negotiated annually.

Written notice of intent to negotiate an additional one-year extension shall be given by the party desiring such extension no later than May 1st of each year.

## 2. **RESPONSIBILITY OF CITY: OFFICER'S DUTIES**

- A. CITY shall administer this contract and provide AB 109 Officer services as set forth in **Attachment A**, which is attached to this Agreement and incorporated by his reference, at those times when appropriate or at those times designated therein. Services shall include, but not be limited to the enforcement of all state and local criminal laws and coordination with other enforcement details targeting AB 109 initiatives. The allocation of the AB 109 Officer's time will be mutually agreed upon between a representative of NEVADA COUNTY and the CITY Chief of Police or his designee.
- B. CITY shall control and determine the performance of CITY personnel serving under this Agreement, including, but not limited to the standards of personnel performance and discipline.
- C. CITY shall provide and supervise all personnel, establish all work schedules, furnish all equipment including vehicles, if any, and provide all supplies necessary to perform its duties as provided herein.

## 3. **COMPENSATION**

- A. As consideration for providing the services outlined above during the term of this Agreement, NEVADA COUNTY shall reimburse CITY up to \$20,000 per fiscal year as set forth herein:
  - 1. CITY shall submit a quarterly invoice to NEVADA COUNTY for the cost of providing the services for the previous quarter. Such invoice will be based on the direct salary and benefit costs of the assigned CITY Police Officer.
    - a. The CITY will invoice NEVADA COUNTY for direct salary and benefit costs of the assigned officer based on the actual hours spent providing AB 109 Officer services. The invoice shall contain sufficient detail to reasonably identify the date, time, location and nature of any services provided pursuant to this Agreement.
  - 2. NEVADA COUNTY shall pay such invoice to the City within thirty (30) days of receipt of said invoice.

## 4. **STATUS OF PERSONNEL UTILIZED**

- A. All personnel furnished by CITY shall at all times remain employees of CITY and be considered as such for all purposes. They shall not have, nor acquire, any benefits or rights NEVADA COUNTY may confer on NEVADA COUNTY employees.
- B. CITY shall be solely responsible for all salary, benefits, workers' compensation, and insurance for CITY employees performing duties under this Agreement, and CITY

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

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

## **5. INDEMNITY**

Each party hereto (hereafter, "indemnifying Party") shall indemnify, defend and hold harmless the other party, its officers, agents, employees and volunteers against any loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including but not limited to reasonable attorney fees, arising from or relating to any negligent or wrongful act or omission of the Indemnifying Party, its officers, agents or employees, which occurs in the performance of, or otherwise in connection with, this agreement, but only in proportion to and to the extent such loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including reasonable attorney fees, is caused by or results from the negligent or wrongful act or omission of the Indemnifying Party, its officers, agents, or employees.

In no event shall the indemnification of an employee or former employee of the City exceed that provided in California Government Code Article 4 of Chapter 1 of Part 2 of Division 3.6, beginning with Section 825, as it now exists or may hereafter be amended.

## **6. INSURANCE**

It is agreed that each Party shall maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) General Liability, One Million Dollars (\$1,000,000) Automotive Liability, and One Million Dollars (\$1,000,000) Workers' Compensation.

## **6. NON-DISCRIMINATION**

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

## **7. RECORDS, AUDITS AND INSPECTIONS**

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this Agreement as may be required under State or federal law or regulation or a Party's contract with a State agency.

**8. GOVERNING LAW AND FORUM**

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

**9. NO THIRD PARTY RIGHTS**

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

**10. AGREEMENT INTERPRETATION**

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

**11. SEVERABILITY**

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

**12. COMPLETE CONTRACT: MODIFICATIONS**

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

**13. TERMINATION OR WITHDRAWAL**

At any time and without cause, either Party may terminate in whole or in any part, its participation in this Agreement by giving at least 30 days advance written notice to the other Party prior to the termination date.

**14. NOTICES**

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

To CITY of GRASS VALLEY:

Grass Valley Police Department  
Attn: Captain Steve Johnson  
125 East Main Street  
Grass Valley CA 95945

To NEVADA COUNTY:

Nevada County Probation Department  
Attn: Jeff Goldman, Chief Probation Officer  
109 ½ N Pine Street  
Nevada City, California 95959

IN WITNESS WHEREOF, the City Council of the City of Grass Valley, has approved this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and authorized the Mayor to execute same on behalf of the City.

IN WITNESS WHEREOF, the Chair of the Board of Supervisors, on behalf of the Nevada County Board of Supervisors is hereby authorized to approve and sign the Agreement, on behalf of the County of Nevada.

“NEVADA COUNTY”

“CITY”

\_\_\_\_\_  
Susan Hoek  
Chair, Board of Supervisors

\_\_\_\_\_  
Ben Aguilar  
Mayor, City of Grass Valley

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel, County of Nevada

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

ATTEST

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



**ATTACHMENT A**  
**AGREEMENT WITH THE NEVADA COUNTY PROBATION DEPARTMENT**  
**FOR AB109 OFFICER SERVICES**

The following are examples of services to be performed by the AB109 Officer:

- Act as the primary police department liaison with the Probation Department.
- Perform analytical work as assigned.
- Assist with probation supervision activities and program implementation.
- Act as an extension of the Probation Department for assignments consistent with this Agreement.
- Be a visible, active law enforcement figure working alongside probation officers on AB109 related activities.
- Share and receive information with the Probation Department about persons and conditions that pertain to AB109 initiatives. Attend and participate in Drug Court. Develop relationships with various community partners such as mental health and drug treatment providers, transitional housing resources, 2-1-1, etc. The AB109 Officer will make referrals to community partners when appropriate.
- Create, pursue, and maintain effective working relationships with Probation Department personnel, with other law enforcement agencies, with juvenile and social service agencies, and with other community partners.
- Wear approved department uniform, formal business attire or business casual attire with appropriate logos and name badges depending on the type of activity or program.



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Pioneer Community Energy - Community Choice Aggregation Program (CCA) for the City of Grass Valley

**Recommendation:** That Council 1) Adopt Resolution No. 2022-77 requesting membership in Pioneer Community Energy and Authorizing the Execution of Amendment No. 5 to the Amended and Restated Joint Exercise of Powers Agreement; and 2) Introduce and waive full reading of Ordinance No. 819 Authorizing the Implementation of a Community Choice Aggregation Program in the City of Grass Valley.

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

**Council Meeting Date:** 10/11/2022

**Date Prepared:** 10/6/2022

**Agenda:** Administrative

**Background Information:** Pioneer Community Energy (Pioneer) is a Joint Powers Authority (JPA) formed between the Counties of Placer and El Dorado, the Town of Loomis, and the Cities of Auburn, Colfax, Lincoln, Placerville, and Rocklin.

Pioneer is a Community Choice Aggregation Program (CCA) authorized under Assembly Bill 117 (2002). The CCA provides local control over the electricity supply with a primary goal of providing stable and competitive electricity rates to the residents and businesses within its member jurisdictions.

Pioneer purchases the electricity supply and PG&E transmits and delivers the power through PG&E's infrastructure (poles and wires). PG&E continues to own, operate, and maintain its distribution infrastructure. PG&E also continues to provide meter reading and billing services for Pioneer's customers.

On September 17, 2021, the Pioneer executive team met with City staff to discuss the benefits of joining a CCA, how Pioneer may be a fit for this region and necessary next steps.

On January 25, 2022, the Pioneer executive team gave a presentation to the City Council. This presentation was a general introduction to a CCA and Pioneer. At this meeting, the City Council authorized staff to proceed with an Impact Assessment Study.

At the September 15, 2022, Pioneer Governing Board meeting, the Board received results of the Impact Assessment Study and unanimously approved a resolution authorizing Pioneer staff to begin the process of amending the Joint Exercise of Powers Agreement to allow the City of Grass Valley and Nevada City to join the JPA.

According to the Impact Assessment Study and the Pioneer leadership team, the expansion provides potential benefits to the residents and businesses in the new member service territories. Significant benefits include:

- **Stable and Competitive Rates** - From 2018 through 2021, Pioneer customers have saved \$21.9 million. The Impact Assessment Study indicates that the City residents and businesses should expect to see annual savings of more than \$650,000, based on 2022 electric rates.
- **Local Control** - As a member of the JPA, the City will have one seat on the Pioneer Board of Directors. This Board member is appointed by the City Council. All meetings are open to the public and every person's voice will be heard.
- **Legislative & Regulatory Influence & Advocacy** - Pioneer is an advocate for the member agency residents and businesses by working with the state legislature, the California Public Utilities Commission, and PG&E on behalf of customer interests and concerns.
- **Local Jobs and Power Supply Resources** - Pioneer supports local business. This occurs through power contracts and non-power contracts and purchases. The projected savings for Pioneer customers will result in more spending by residents and businesses, further stimulating the local economy.
- **Programs** - The new members will have an impact on Pioneer's energy efficiency programs and the ability to customize programs to meet their specific needs.

The City Council is being asked to take two actions: First, approve a resolution requesting membership in Pioneer Community Energy, and authorizing the Mayor to execute Amendment No. 5 to the Amendment and Restated Joint Powers Agreement. Second, introduce and conduct first reading of an ordinance authorizing the establishment of a CCA program in the City.

If City Council decides to move forward and take these actions, the next step will be for Pioneer's Board of Directors to take action on the Amendment to the Joint Powers Agreement, allowing the City to join Pioneer as a member and Pioneer to commence the programs outlined above.

## **ENVIRONMENTAL CLEARANCE**

The adoption of the Resolution does not constitute a project and is therefore exempt from the requirements of CEQA in accordance with Section 15378(b)(4) and (5).

**Council Goals/Objectives:** The item executes portions of work tasks towards achieving/maintaining Strategic Plan - High Performance Government and Quality Service.

**Fiscal Impact:** The City bore a fiscal impact capped at \$15,000 to fund half the cost of an impact assessment study with Pioneer funding the other half. There is no risk to the general fund related to joining of Pioneer and approving an ordinance to institute a CCA program in the City. The cost to serve the new members is funded through Pioneer rates. Overall, by joining Pioneer the City should save money on our yearly energy cost compared to PG&E.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** City Manager

**Attachments:** R2022-77, O.819, Pioneer JPA amendment no.5

## RESOLUTION NO. 2022-77

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY REQUESTING MEMBERSHIP IN PIONEER COMMUNITY ENERGY AND APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT AND AMENDMENT NO. 5 THERETO

**WHEREAS**, on September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA); and

**WHEREAS**, on September 27, 2006, Assembly Bill 32 (AB 32), the Global Warming Solutions Act, was signed into law establishing the goal of reducing California's greenhouse gas (GHG) emissions to 1990 levels by 2020; and

**WHEREAS**, the Act expressly authorizes participation in a CCA through a joint powers agency, and on February 22, 2017, Pioneer Community Energy (Pioneer) was established as a joint powers authority pursuant to an Amended and Restated Joint Powers Agreement, as amended from time to time, for the establishment of a CCA; and

**WHEREAS**, the California Public Utilities Commission certified the "Implementation Plan" of Pioneer, confirming Pioneer's compliance with the requirements of the Act; and

**WHEREAS**, currently electricity is generated and provided to the residents of the City of Grass Valley by Pacific Gas and Electric Company (PG&E) with no alternative provider for the City; and

**WHEREAS**, the City finds it important that its residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E; and

**WHEREAS**, in March 22, 2022, the City and Pioneer began discussions and studies to consider the financial feasibility and assessed risk of the addition of the City into the service area of Pioneer; and

**WHEREAS**, on [DATE], the City Council approved Ordinance No. \_\_\_\_\_ conditionally authorizing the implementation of a Community Choice Aggregation Program within the areas currently served by PG&E in the City through participation in the Community Choice Aggregation Program of the Pioneer Community Energy Joint Powers Authority; and

**WHEREAS**, having conducted additional discussions with Pioneer and having reviewed the results of the impact analysis commissioned by Pioneer, the City believes joining Pioneer will provide financial and other advantages to businesses and residents of the City by providing alternative choices to energy procurement beyond PG&E; and

**WHEREAS**, the Pioneer Amended and Restated Joint Exercise of Powers Agreement requires a prospective member to individually adopt a resolution of intent expressing desire to become a member of the Joint Powers Authority; and

**WHEREAS**, the City finds that adoption of this resolution is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a “project” since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378(a)). Further, the resolution is exempt from CEQA, as there is no possibility that the resolution or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061 (b)(3)).

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Grass Valley does hereby resolve, declare and order as follows:

**Section 1.** The recitals above are true and correct and are incorporated by this reference and constitute findings in this matter.

**Section 2.** The City Council of the City of Grass Valley hereby expresses its desire to become a member of the Pioneer Community Energy Joint Powers Authority.

**Section 3.** The City Council of the City of Grass Valley requests that the Board of Directors of Pioneer Community Energy approve the City of Grass Valley as a member of the Pioneer Community Energy Joint Powers Authority.

**Section 4.** The City Council of the Grass Valley approves the Amended and Restated Joint Exercise of Powers Agreement and Amendment No. 5 thereto (attached hereto as Exhibit A and incorporated as if fully set forth herein) and authorizes the Mayor to execute same.

**Section 5.** The City Council of the City of Grass Valley authorizes the City Manager, or designee, to execute other documents necessary or desirable to facilitate membership in Pioneer Community Energy, subject to review and approval by the City Attorney.

The foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Grass Valley held on the 11th day of October 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Ben Aguilar, Mayor

ATTEST:

---

Taylor Day, Deputy City Clerk

APPROVED AS TO FORM:

---

Michael Colantuono, City Attorney

**ORDINANCE NUMBER 819****ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY  
AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE  
AGGREGATION PROGRAM IN THE CITY OF GRASS VALLEY**

WHEREAS, on September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA); and

WHEREAS, on September 27, 2006, Assembly Bill 32 (AB 32), the Global Warming Solutions Act, was signed into law establishing the goal of reducing California's greenhouse gas (GHG) emissions to 1990 levels by 2020; and

WHEREAS, the Act expressly authorizes participation in a CCA through a joint powers agency, and on February 22, 2017, Pioneer Community Energy (Pioneer) was established as a joint powers authority pursuant to an Amended and Restated Joint Powers Agreement, as amended from time to time, for the establishment of a CCA; and

WHEREAS, the California Public Utilities Commission certified the "Implementation Plan" of Pioneer, confirming Pioneer's compliance with the requirements of the Act; and

WHEREAS, currently electricity is generated and provided to the residents of the City of Grass Valley by Pacific Gas and Electric Company (PG&E) with no alternative provider for the City of Grass Valley; and

WHEREAS, the City of Grass Valley finds it important that its residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E; and

WHEREAS, on March 22, 2022 the City and Pioneer began discussions and studies to consider the financial feasibility and assessed risk of the addition of the City into the service area of Pioneer; and

WHEREAS, contingent on completion of those discussions and studies, the City believes joining Pioneer will provide financial and other advantages to businesses and residents of the City of Grass Valley; and

WHEREAS, the Pioneer Joint Powers Agreement requires a prospective member to individually adopt a resolution of intent expressing a desire to become a member of the Pioneer Joint Powers Authority and adopt an ordinance electing to implement a CCA within its jurisdiction pursuant to PUC 366.2; and



WHEREAS, the City finds that adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a "project" since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378(a)). Further, the ordinance is exempt from CEQA, as there is no possibility that the ordinance or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061 (b)(3)).

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

SECTION 1. The recitals above are true and correct and are incorporated by this reference and constitute findings in this matter.

SECTION 2. The City Council of the City of Grass Valley authorizes the implementation of a Community Choice Aggregation Program within the City of Grass Valley through participation in the Community Choice Aggregation Program of the Pioneer Community Energy Joint Powers Authority, contingent on all of the following: completion of the impact analysis by Pioneer, the City's adoption of a resolution of intent expressing the City's desire to become a member of Pioneer, approval of an amendment to the Amended and Restated JPA by the City, each member entity, and the Pioneer Board, and the certification by the Public Utilities Commission of the Implementation Plan filed by Pioneer to include the City.

SECTION 3. The provisions of this Ordinance are separate and severable. If any provision of this Ordinance is for any reason held by a court to be invalid, the City Council declares that it would have passed this Ordinance irrespective of the invalidity of the provision held to be invalid and such invalidity shall therefore not affect the remaining provisions of this Ordinance which shall remain in full force and effect or the validity of its application to other persons or circumstances.

SECTION 4. This Ordinance shall take effect 30 days after its adoption.

SECTION 5. A summary of this Ordinance will be published within 15 days after its adoption in *The Union*, a newspaper of general circulation in the City of Grass Valley.

INTRODUCED and first read at a regular meeting of the City Council on the 11<sup>th</sup> day of October, 2022.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

## **AMENDMENT NO. 5 TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY**

THIS AMENDMENT (hereafter "Amendment") amends the Amended and Restated Joint Exercise of Powers Agreement (hereafter "Amended and Restated JPA") with the effective date of February 22, 2017 which was by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, and as executed pursuant to Amendment No. 1 to the Amended and Restated JPA by the COUNTY OF EL DORADO and the CITY OF PLACERVILLE all public entities of the State of California. By this Amendment the City of Nevada City and the City of Grass Valley (collectively, the "New Voting Members") become signatories to the Amended and Restated JPA.

WHEREAS, on September 9, 2015 the COUNTY OF PLACER and the CITY OF COLFAX entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code Section 6500, et seq.; and

WHEREAS, the Amended and Restated JPA became effective on February 22, 2017 and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members of the Joint Exercise of Powers Agreement and established a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and

WHEREAS, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy, as it is known today; and

WHEREAS, Amendment No. 1 to the Amended and Restated JPA, which was approved by the Governing Board on December 27, 2020 and became effective March 9, 2021, authorized the County of El Dorado and the City of Placerville to become Voting Members; and

WHEREAS, the Voting Members wish to amend the Amended and Restated JPA a fifth time to add the City of Nevada City and the City of Grass Valley as Voting Members.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE AMENDED AND RESTATED JOINT POWERS AGREEMENT:

1. Section 5.A shall be replaced by the following:

### Section 5. Governance and Internal Organization

- A. Governing Board. The governing body of the Authority shall consist of up to a twelve (12) person Board, consisting of two (2) members of the Placer County Board of Supervisors, and one (1) member each appointed by the El Dorado County Board of Supervisors, the Cities of Auburn, Colfax, Grass Valley, Rocklin, Lincoln, Nevada City, Placerville and the Town of Loomis that becomes a signatory to this Agreement ("Board Member").

The Board of Supervisors from Placer County, the Board of Supervisors from El Dorado County, and the City/Town Councils set out above shall respectfully appoint such member(s) and not less than one alternate member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors or City/Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board or committee whenever the regular member, for whom they are designated to act as an alternate, is absent from the meeting.

2. Effective Date. This Amendment shall take effect and become operative after the Cities of Grass Valley and Nevada City each approve and sign the Amendment and after the CPUC certifies the Implementation Plan filed by Pioneer to include the Cities of Grass Valley and Nevada City.
3. Counterparts. This Amendment may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed or scanned copy of the executed signature page shall be sufficient to cause the terms of this Amendment to become fully operative. The effective date of this Amendment shall be the date it is approved by the Pioneer Board.
4. Except as specifically amended above, all other provisions of the Amended and Restated JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the Voting Members have executed this Amendment No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

EXECUTED ON

COUNTY OF EL DORADO, a political  
subdivision

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_

**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

COUNTY OF PLACER, a political  
subdivision

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_

**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

CITY OF AUBURN, a Municipal Corporation

And approved as to form \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_

**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

CITY OF COLFAX, a Municipal Corporation

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Mayor, City Council

ATTEST:

\_\_\_\_\_

**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

CITY OF GRASS VALLEY, a Municipal  
Corporation

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Mayor, City Council

ATTEST:

\_\_\_\_\_

**SIGNATURES CONTINUED ON NEXT PAGE**



EXECUTED ON

CITY OF LINCOLN, a Municipal Corporation

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Mayor, City Council

ATTEST:

\_\_\_\_\_

**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

CITY OF NEVADA CITY, a Municipal  
Corporation

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Mayor, City Council

ATTEST:

\_\_\_\_\_

**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

CITY OF PLACERVILLE, a Municipal  
Corporation

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Mayor, City Council

ATTEST:

\_\_\_\_\_

**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

CITY OF ROCKLIN, a Municipal Corporation

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Mayor, City Council

ATTEST:

\_\_\_\_\_

**SIGNATURES CONTINUED ON NEXT PAGE**

EXECUTED ON

TOWN OF LOOMIS, a Municipal Corporation

And approved as to form \_\_\_\_\_

By \_\_\_\_\_  
Mayor, Town Council

ATTEST:

\_\_\_\_\_



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Downtown Streetscape Improvements Project - Benches/Planters and Tree Grates

**Recommendation:** That Council 1) review options for Tree Grates and Planters with Benches and 2) select final options for the two design elements.

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

**Council Meeting Date:** 10/11/2022

**Date Prepared:** 10/05/2022

**Agenda:** Administrative

**Background Information:** At the September 27<sup>th</sup> Council Meeting, the City Council received an update and provided direction on the final design for the Downtown Street project. Two elements of the design were not finalized to the point staff feels comfortable moving forward with to construction. The first element is the tree grates for Main Street portion of the project. New grates are needed to provide openings for the lighting to up light the street trees. Staff will provide three options for the Council to consider. The second item relates to benches and potentially incorporating seating onto the planters. Does the project stick with the cost savings measure of stand-alone planters and street furniture benches or more signature structures. The main discussion for the planters with seating relates to desire to possibility create four - signature planters with benches versus just rock planters with stand-alone benches. General concepts are included with the staff report for Council consideration.

Staff will provide a short presentation of the various options at the Council Meeting.

**Council Goals/Objectives:** The Downtown Streetscape Improvements Project executes portions of work tasks towards achieving/maintaining Strategic Plan Goal #1 - Community and Sense of Place, Goal #4 - Economic Development and Vitality and Goal #7 - Water & Wastewater Systems & Underground Infrastructure.

**Fiscal Impact:** The Downtown Streetscape Improvements Project is fully funded in the 22/23 FY CIP Budget with a combination of Measure E funds, American Rescue Plan Act (ARPA) Funding, Water Rate Funds, Local Transportation Funds and General Funds.

**Funds Available:** Yes

**Account #:** 300-406-66005

**Reviewed by:** City Manager

Tree Grate 1A



Tree Grate 1B



Tree Grate 1C with lights

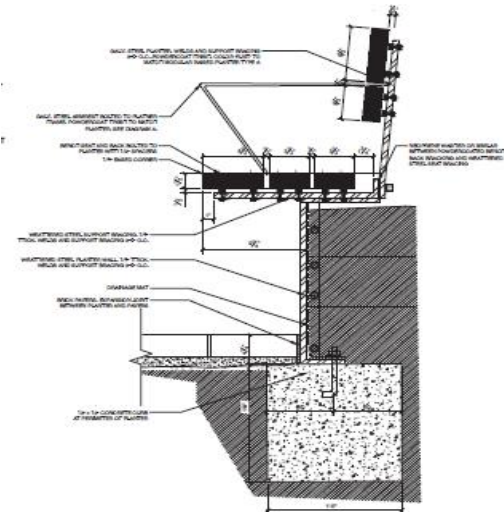
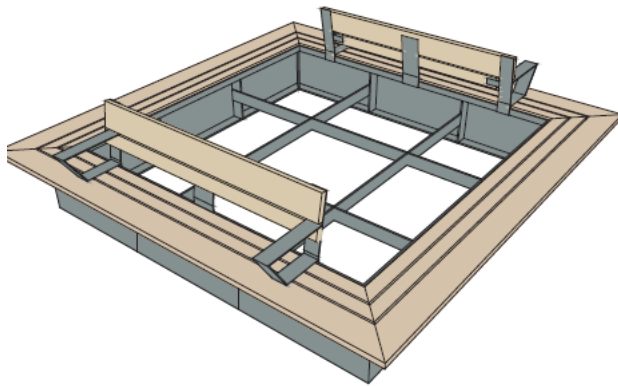


Tree Grate 1C without lights

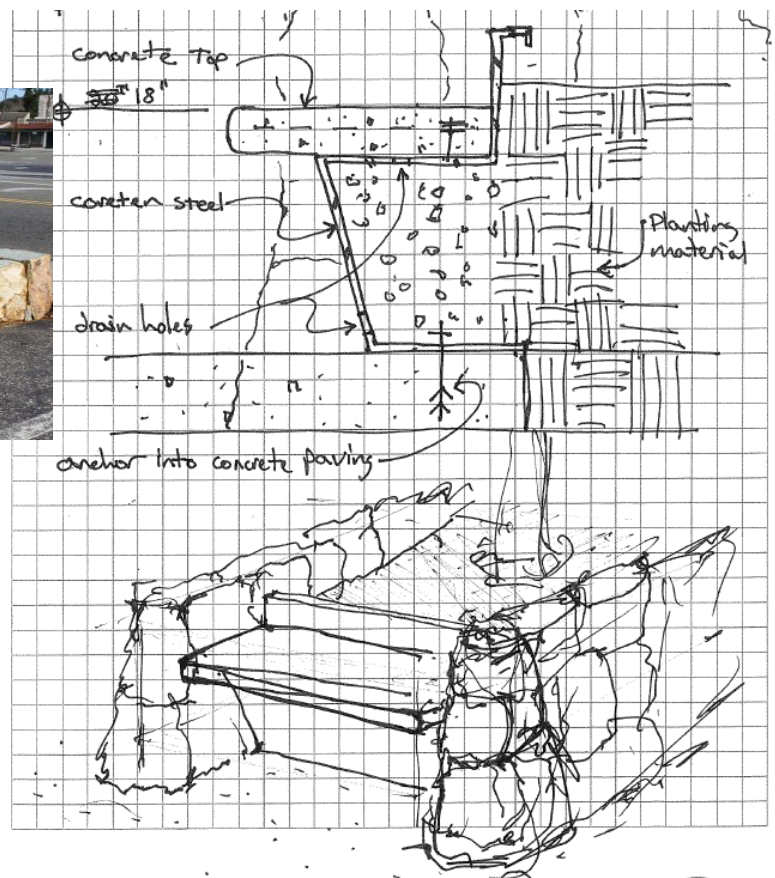


## Planter Bench Options

### Option B1 - Original Corten Steel Planter with bench seating

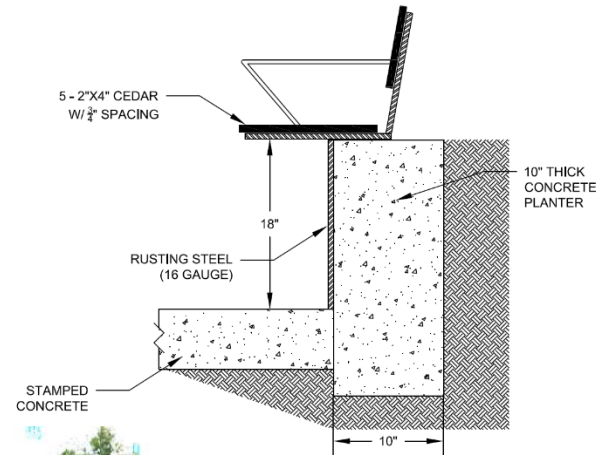
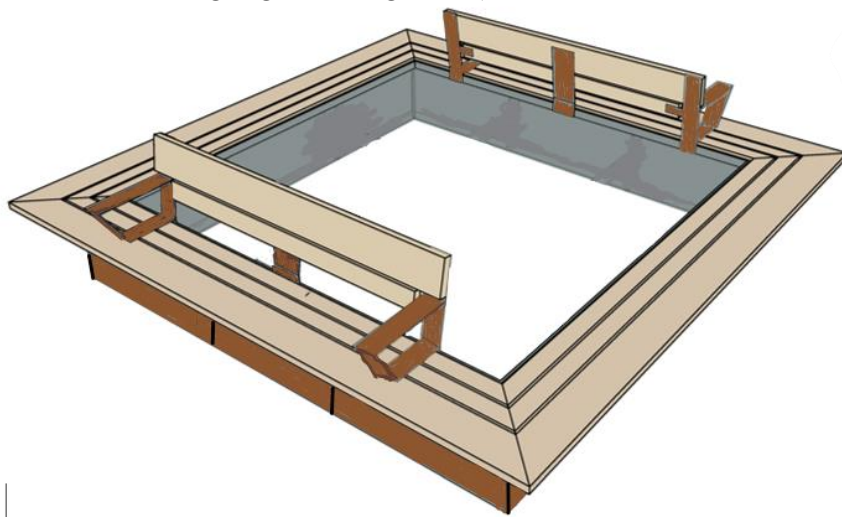


### Option B2 - Integrate a concrete seat into the proposed Rock Planters





**Option B3 - Modified Option B1 (Replace Corten Steel with concrete and face concrete with 16 gauge rusting steel)**



**Option 4 - Rock Planters with separate Street Benches**





## City of Grass Valley City Council Agenda Action Sheet

**Title:** Update on amendments to the Waste Management Franchise Agreement tied to state-mandated implementation of SB 1383, AB 341, and AB 1826 (Recycling and Organic Waste programs)

**Recommendation:** Informational only, no action required; however, Council can provide input generally and on the proposed bundled rates for service.

**Prepared by:** Thomas Last, Community Development Director

**Council Meeting Date:** 10/11/2022

**Date Prepared:** 10/04/2022

**Agenda:** Administrative

**Background Information:** In January and February 2021, Staff provided the City Council with updates on several pieces of legislation that would impact the collection of solid waste. The three above-noted bills created state unfunded mandates tied to recycling and organic waste collection which requires the City to implement and enforce. It is important for Council to understand that all residences and businesses in the City must comply with these mandates and the City must ensure compliance and enforce the regulations.

In the January and February meetings, staff also informed Council that these bills required the City to amend its franchise agreement with Waste Management to fully comply with the new laws. The existing contract terminates on June 30, 2032. In early 2022, staff began the negotiation process. The purpose of this report is to provide Council with an overview of the major amendments proposed within the contract. These include:

1. Addition of performance standards with liquidated damages. This gives the City the ability to assess liquidated damages (fees) for failure to meet certain standards.
2. Addition of performance bond/letter of credit requirement and new “events of default”.
3. Modifications to ensure compliance with current state mandates required by SB 1383, and ABs 341 and 1826. This includes WM assistance with state-mandated monitoring and reporting.
4. Implementation of programs to reduce residential contamination and overage.
5. Additional educational outreach programs to be implemented by WM.
6. WM proposes to bundle rates to ensure better success in the implementation and monitoring of the state requirements. The attached rates assume 10% of the

residents will self-haul and self-compost. Staff and WM will review the pros and cons of this proposal at the meeting. See attachment.

7. Amendments to the annual rate adjustments based on CPI tied to Garbage and Trash Index.

**Council Goals/Objectives:** There are no specific goals or objectives that support the implementation of this mandate.

**Fiscal Impact:** The implementation of SB 1383 is an unfunded state-mandate and requires the City to dedicate staff and general fund money.

**Funds Available:** Implementation requires the City to fund this effort.

**Account #:** General Fund

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

Attachments:      Proposed Residential Bundled Rates

10/5/2022

## Grass Valley City - New Rate Proposal and Comparison

## New Residential Bundled Rates

Container Size (MSW, RECYCLE, and ORGANICS)	Bundle Rate	Estimated New Customer Count	Cost/Serv
35 Gal Senior Rate	\$24.63	290	\$2.28
35 Gal Bundle	\$30.79	1,586	\$2.84
64 Gal Bundle	\$40.06	719	\$3.70
96 Gal Bundle	\$46.70	331	\$4.31
Each Additional - 35 Gal MSW Cart	\$6.77		
Each Additional - 64 Gal MSW Cart	\$12.38		
Each Additional - 96 Gal MSW Cart	\$18.57		
Each Additional - 64 Gal Organics	\$6.31		
Each Additional - 96 Gal Organics	\$6.31		
Each Additional after 2 included - 64 Gal Recycle	\$3.28		
Each Additional after 2 included - 96 Gal Recycle	\$3.28		
Overage Charge	\$10.00		
Contamination Charge	\$10.00		

## New Roll Off Rate

All Sizes	Rate	Cost/Serv
Per Haul Rate	\$246.53	\$246.53

## New Commercial Foodwaste Rate

Container Size	Rate	Cost/Serv
64 Gal Food Waste - 1xWeek	\$90.15	\$20.82
2 Yard Food Waste - 1xWeek	\$430.38	\$99.39

## Existing Residential Rates:

## Residential Customer without Yard Waste Service

MSW Size	MSW Rate	Recycle Rate (Included, all sizes)	Yard Waste Rate	Total Rate (All Services)	Estimated Residential Customer Count (No Yard Waste)	Cost/Serv
20	\$15.11	\$0.00	N/A	\$15.11	222	\$2.33
35	\$20.21	\$0.00	N/A	\$20.21	595	\$3.11
64	\$28.86	\$0.00	N/A	\$28.86	301	\$4.44
96	\$41.96	\$0.00	N/A	\$41.96	129	\$6.46
TOTAL RESI CUSTOMER COUNT WITHOUT YARD WASTE SERVICE					1,247	

## Residential Customer with Existing Yardwaste Service

MSW Size	MSW Rate	Recycle Rate (Included, all sizes)	Yard Waste Rate	Total Rate (All Services)	Estimated Customer Count (Has Yard Waste)	Cost/Serv
20	\$15.11	\$0.00	\$5.74	\$20.85	279	\$2.41
35	\$20.21	\$0.00	\$5.74	\$25.95	1028	\$3.00
64	\$28.86	\$0.00	\$5.74	\$34.60	448	\$4.00
96	\$41.96	\$0.00	\$5.74	\$47.70	195	\$5.51
TOTAL RESI CUSTOMER COUNT WITH YARD WASTE SERVICE					1,950	

## Yard Waste Cart Rates

Yard Waste Size	Yard Waste Rate
64	\$5.44
96	\$5.74

## Existing Roll Off Rate

All Sizes	Rate	Cost/Serv
Per Haul Rate	\$205.44	\$205.44