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## GRASS VALLEY

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

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Tuesday, June 28, 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 June 14th, 2022.

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

2. Assembly Bill 361 Resolution

**Recommendation:** Adopt resolution R2022-59 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. Local Emergency Proclamation (Winter Storm of December 27th, 2021)

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

6. Conflict of Interest Code Update

**Recommendation:** That Council approve the City Manager signing of the City of Grass Valley Biennial Notice and adopt the 2022 Conflict of Interest Code and corresponding Resolution 2022-54 approving changes to the code.

7. Nevada County Solid Waste Parcel Tax

**Recommendation:** That Council approve Resolution 2022-51 give consent to Nevada County to maintain the Solid Waste on the fiscal year 2022-2023 tax roll.

8. Grass Valley Management & Supervisory Professional & Confidential Employees - Unit 1 - Side Letter to July 1, 2019 - June 30, 2023 Approved Memorandum of Understanding

**Recommendation:** Adopt Resolution No. 2022-55 approving a Side Letter to the Labor Memorandum of Understanding for a three-year period beginning July 1, 2019 through June 30, 2022 between the City of Grass Valley and the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1).

9. Nevada County Professional Firefighters, IAFF Local 3800 Memorandum of Understanding - July 1, 2021 - June 30, 2023

**Recommendation:** Adopt Resolution No. 2022 - 56 approving the Labor Memorandum of Understanding for a one-year period beginning July 1, 2022 through June 30, 2023 between the City of Grass Valley and the Nevada County Professional Firefighters, IAFF Local 3800 (Unit 8).

10. Grass Valley Police Officer's Association - July 1, 2021 - June 30, 2023

**Recommendation:** Adopt Resolution No. 2022 - 57 approving the Labor Memorandum of Understanding for a one-year period beginning July 1, 2022 through June 30, 2023 between the City of Grass Valley and City of Grass Valley and the Grass Valley Police Officer's Association (Unit 6).

11. Approval of Cost of Living Adjustment (COLA) and Executive Contract Appendix

**Recommendation:** That Council 1) approve the a 5% Cost of Living Adjustment for all Executive Contract Employees and reduction of personal Leave time accrual; 2) review the proposed Amendment to the Employment Agreements (including Appendix A) with Department Directors, Administrative Services Director, Community Development Director, Public Works Director of Operations, City Clerk, Deputy Administrative Services Director, Deputy City Clerk/Management Services Analyst, Police Chief, Deputy Police Chief and Fire Chief; 3) authorize the City Manager to execute the agreements subject to legal review; 4) authorize the attached Amendment to the City Manager's Contract for the COLA and Personal Leave reduction and authorize the Mayor to execute the agreement, subject to legal review; and 5) authorize the Finance Director or the City Manager's designee to make any necessary budget adjustments and/or amendments to complete this action.

- [12.](#) Confirming the purchase of properties at 11150 and 1207 Idaho Maryland Road for \$275,000

**Recommendation:** That Council 1) approve the purchase agreement with Daniel McCarthy for the properties at 11150 Idaho Maryland Road (APN 035-412-024) and 1207 Idaho Maryland Road (APN 009-680-023), subject to legal review; 2) approve the purchase amount of \$275,000, 3) authorize the City Manager to sign all real estate documents required to complete the purchase with Daniel McCarthy, subject to legal review; and 4) approve the Finance Director to make the necessary budget adjustments and transfers to complete these actions.

- [13.](#) City of Grass Valley 2022 Strategic Plan Update

**Recommendation:** That Council approve the 2022 Strategic Plan update.

- [14.](#) Local Transportation Fund (LTF) Claim for Transit and Paratransit Operations

**Recommendation:** That Council adopt a resolution requesting that Nevada County Transportation Commission (NCTC) allocate \$514,877 of the City's FY 2022/23 estimated apportionment of LTF in support of transit and paratransit services.

- [15.](#) CCTM1, LLC Lease Agreement - Approve First Amendment

**Recommendation:** That Council authorize the City Engineer to execute the First Amendment to the Ground Lease Agreement with CCTM1, LLC, subject to legal review.

- [16.](#) Second Reading of Clean Up Ordinance 816

**Recommendation:** That Council hold a second reading by Title only and adopt Ordinance 816

- [17.](#) Appointment of Planning Commissioners

**Recommendation:** That Council approve the appointment of Ari Brouliett as Planning Commissioner for Councilmember Hodge

- [18.](#) Consideration of the lease of property at 142 East main Street

**Recommendation:** That Council 1) approve the draft lease agreement with WCS Properties for the property at 142 East Main Street, subject to legal review; 2) authorize the City Manager to execute the lease agreement with WCS Properties; 4) authorize the City Manager to sign all real estate documents required to complete the lease; and 5) approve the Finance Director to make the necessary budget adjustments and transfers to complete these actions.

- [19.](#) Certification of promotional list for Battalion Chief, Captain, and Engineer

**Recommendation:** That Council 1) certify the newly developed promotional eligibility list for Captain, and Engineer effective June 29, 2022

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

**REORGANIZATION RELATED ITEMS**



## **PUBLIC HEARING**

[20.](#) Collection of delinquent sewer and/or water accounts on the Nevada County tax roll

**Recommendation:** After holding a public hearing, adopt Resolution 2022- 58 requesting that the County of Nevada levy and collect delinquent water and sewer service charges on the tax roll.

[21.](#) Cannabis Selection Appeals of Sierra Flower Co. LLC and NUG, Inc., d.b.a. NUG Grass Valley regarding storefront retail commercial cannabis permit selection.

**Recommendation:** That Council approve the Hearing Officer's final findings and recommendations and adopt the proposed resolution.

## **ADMINISTRATIVE**

[22.](#) CDBG Memorial Park Facilities Improvement Project - Program Amendment

**Recommendation:** That Council authorize a Community Development Block Grant (CDBG) program budget amendment to allocate additional Program Income (PI) towards the CDBG Memorial Park Facilities Improvement Project construction contract.

## **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, June 28, 2022 at 7:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, June 24, 2022.

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Taylor Day, Deputy City Clerk



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## GRASS VALLEY

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## MINUTES

### CALL TO ORDER

Meeting called to order at 7:03 pm.

### PLEDGE OF ALLEGIANCE

Pledge of allegiance led by Fire Chief, Mark Buttron.

### ROLL CALL

#### PRESENT

Council Member Bob Branstrom

Council Member Hilary Hodge

Vice Mayor Jan Arbuckle

Mayor Ben Aguilar

#### ABSENT

Council Member Tom Ivy

### 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, Vice Mayor Arbuckle, Mayor Aguilar

### REPORT OUT OF CLOSED SESSION

Nothing to report.

### INTRODUCTIONS AND PRESENTATIONS

1. LGBTQ & Pride Month Proclamation

### PUBLIC COMMENT -

Email and voicemails are attached.

**CONSENT ITEMS -**

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

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

2. Approval of the Regular Meeting Minutes of May 24th, 2022.  
**Recommendation:** Council approve minutes as submitted.
3. Approval of the Special Meeting Minutes of May 19, 2022.  
**Recommendation:** Council approve minutes as submitted.
4. Assembly Bill 361 Resolution  
**Recommendation:** Adopt resolution R2022-49 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)
5. Local Emergency Proclamation (COVID-19)  
**Recommendation:** Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency
6. Local Emergency Proclamation (Drought Conditions)  
**Recommendation:** Drought Conditions proclamation declaring a Local State of Emergency
7. Local Emergency Proclamation (Winter Storm of December 27th, 2021)  
**Recommendation:** Winter Storm of December 27th, 2021 proclamation declaring a Local State of Emergency
8. Identify the terms of reimbursement and other conditions for the fire department response away from their official duty station and assigned to an emergency incident as part of the California Fire Assistance Agreement (CFAA).  
**Recommendation:** That Council 1) adopt Resolution No. 2022-30, identifying the terms and conditions for the fire departments response away from their official duty station and assigned to emergency incidents as part of California Fire Assistance Agreement (CFAA).
9. Regulations for candidates for elective office pertaining to candidate's statements submitted to the voters at an election to be held on Tuesday, November 8, 2022  
**Recommendation:** Adopt Resolution No. 2022-42 adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 8, 2022
10. Calling and Giving Notice of Holding a General Municipal Election on November 8, 2022  
**Recommendation:** Adopt Resolution No. 2022-43 calling and giving notice of holding a General Municipal Election on Tuesday, November 8, 2022, for the election of two Council Members for the City of Grass Valley

11. Calling and Giving Notice of Holding a General Municipal Election on Tuesday, November 8, 2022 for two City Council Members and requesting consolidation with the statewide general election to be conducted by the County of Nevada

**Recommendation:** Adopt Resolution No. 2022-44 calling and giving notice of holding a General Municipal Election on Tuesday, November 8, 2022, for the election of two City Council Members; and requesting consolidation with the statewide general election to be conducted by the County of Nevada.

12. Consideration of a one-year contract extension with Michael Baker International to assist with management and reporting services related to the City's HOME and CDBG programs.

**Recommendation:** That Council authorize the Community Development Director to sign the one-year extension of the contract with MBI subject to legal review.

13. Consideration of a five-year contract renewal with Accela to continue with its permit tracking software program.

**Recommendation:** That Council authorize the City Manager to sign the five-year renewal agreement with Accela subject to legal review.

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

**Recommendation:** Authorize the Mayor to sign the attached Agreement between the City of Grass Valley and Nevada County for the provision of building services.

15. Road Maintenance and Rehabilitation Account Funding - Adopt Project List

**Recommendation:** That Council adopt a Resolution to include Road Maintenance and Rehabilitation Account (RMRA) funding in the Fiscal Year 2022/23 budget and specifying a list of projects to be funded with RMRA funds.

16. Employment Agreement for Fire Investigation Services

**Recommendation:** That Council 1) Approve R2022-41 for the Public Employees' Retirement System (PERS) for hiring of an annuitant for, fire investigation and special enforcement services related to investigation, prevention, and enforcement pursuant to Government Code Section 21224(a). Agreement subject to legal review

17. Appropriations Limit for Fiscal Year 2022-23

**Recommendation:** It is recommended that the City Council, by RESOLUTION, approve Resolution No. 2022-47 establishing the Appropriations Limit for the City of Grass Valley for the Fiscal Year 2022-23.

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

**REORGANIZATION RELATED ITEMS**

**PUBLIC HEARING**

## 18. City of Grass Valley 2022 Strategic Plan Update

**Recommendation:** That Council 1) receive the executive draft of the 2022 Strategic Plan update, which incorporates all comments to date; and 2) provide direction to staff on the executive draft of the 2022 Strategic Plan Update.

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

Councilmember Branstrom was had about getting high speed internet to our local businesses, and acknowledging the Nisenan tribe and preserving the Native American History. Councilmember Hodge had questions about undergrounding utilities. Vice Mayor Arbuckle believes that high speed internet needs to be a priority for the city and that we need to continue to work on putting our Utilities underground and updating the population. Mayor Aguilar thinks that undergrounding utilities need to be underground and work on getting recognition for the Nisenan tribe as a Federally recognition tribe.

Public comment attached.

No motion required.

## 19. FY 2022-23 Proposed Budget Public Hearing

**Recommendation:** It is recommended that the City Council open Public Hearing and by RESOLUTION, approve Resolution No. 2022-48 approving the Proposed Budget for the City of Grass Valley and the Successor Agency for fiscal year 2022-23. A 4/5s vote of the City Council is required for adoption of the budget.

Andy Heath, Finance Director, gave presentation to the Council.

Councilmember Branstrom had questions about the contingency fund, Measure E expenditures, and is there the capacity to accomplish the Capital projects.

Public Comment attached.

Motion made to Council open Public Hearing and by RESOLUTION, approve Resolution No. 2022-48 approving the Proposed Budget for the City of Grass Valley and the Successor Agency for fiscal year 2022-23. A 3/5s vote of the City Council is required for adoption of the budget by Vice Mayor Arbuckle, Seconded by Council Member Branstrom.

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

## 20. Adopt ten Resolutions confirming diagram and assessment and levying assessment, and requesting the County Auditor-Controller to place assessment on tax roll for FY 2021-22 Landscaping and Lighting Districts (LLD) and Benefit Assessment Districts (AD)

**Recommendation:** After conducting the public hearing, 1) adopt resolutions related to the Commercial (District No. 1988-1) Landscaping and Lighting Districts, as follows: Resolution No. 2022-31 Confirming Diagram and Assessment and Levying Assessment for FY 2022-23 Assessment District No. 1988-1. Resolution No. 2022-32 Requesting the County Auditor to Place Assessment on Tax Roll-Landscaping and Lighting District No. 1988-1. 2) Adopt resolutions related to the Residential (District No. 1988-2) Landscaping and Lighting Districts as follows: Resolution No. 2022-33 Confirming Diagram and Assessment and Levying Assessment for FY 2022-23 Assessment District

No. 1988-2. Resolution No 2022-34 Requesting the County Auditor to Place Assessment on Tax Roll-Landscaping and Lighting District No. 1988-2. 3) Adopt resolutions related to the Morgan Ranch Unit 7 (District 2003-1) Assessment District as follows: Resolution No 2022-35 Confirming Diagram and Assessment and Levying Assessment for FY 2022-23 Assessment District No. 2003-1. Resolution No. 2022-36 Requesting the County Auditor to Place Assessment on Tax Roll - Morgan Ranch-Unit 7 Benefit Assessment District No. 2003-1. 4) Adopt resolutions related to the Morgan Ranch West (District 2010-1) Assessment District as follows: Resolution No. 2022-37 Confirming Diagram and Assessment and Levying Assessment for FY 2022-23 Assessment District No. 2010-1. Resolution No. 2022-38 Requesting the County Auditor to Place Assessment on Tax Roll - Morgan Ranch-West Assessment District No 2010-1. 5) Adopt resolutions related to the Ridge Meadows (District 2016-1) Assessment District as follows: Resolution No. 2022-39 Confirming Diagram and Assessment and Levying Assessment for FY 2022-23 Assessment District No. 2016-1. Resolution No. 2022-40 Requesting the County Auditor to Place Assessment on Tax Roll - Ridge Meadows Assessment District No 2016-1.

Andy Heath, Finance Director, gave presentation to the council.

Public comments attached.

Motion made to 1) adopt resolutions related to the Commercial (District No. 1988-1) Landscaping and Lighting Districts, as follows: Resolution No. 2022-31 Confirming Diagram and Assessment and Levying Assessment for FY 2022-23 Assessment District No. 1988-1. Resolution No. 2022-32 Requesting the County Auditor to Place Assessment on Tax Roll-Landscaping and Lighting District No. 1988-1. 2) Adopt resolutions related to the Residential (District No. 1988-2) Landscaping and Lighting Districts as follows: Resolution No. 2022-33 Confirming Diagram and Assessment and Levying Assessment for FY 2022-23 Assessment District No. 1988-2. Resolution No 2022-34 Requesting the County Auditor to Place Assessment on Tax Roll-Landscaping and Lighting District No. 1988-2. 3) Adopt resolutions related to the Morgan Ranch Unit 7 (District 2003-1) Assessment District as follows: Resolution No 2022-35 Confirming Diagram and Assessment and Levying Assessment for FY 2022-23 Assessment District No. 2003-1. Resolution No. 2022-36 Requesting the County Auditor to Place Assessment on Tax Roll - Morgan Ranch-Unit 7 Benefit Assessment District No. 2003-1. 4) Adopt resolutions related to the Morgan Ranch West (District 2010-1) Assessment District as follows: Resolution No. 2022-37 Confirming Diagram and Assessment and Levying Assessment for FY 2022-23 Assessment District No. 2010-1. Resolution No. 2022-38 Requesting the County Auditor to Place Assessment on Tax Roll - Morgan Ranch-West Assessment District No 2010-1. 5) Adopt resolutions related to the Ridge Meadows (District 2016-1) Assessment District as follows: Resolution No. 2022-39 Confirming Diagram and Assessment and Levying Assessment for FY 2022-23 Assessment District No. 2016-1. Resolution No. 2022-40 Requesting the County Auditor to Place Assessment on Tax Roll - Ridge Meadows Assessment District No 2016-1 by Council Member Hodge, Seconded by Vice Mayor Arbuckle. Voting Yea: Council Member Branstrom, Council Member Hodge, Vice Mayor Arbuckle, Mayor Aguilar



## 21. First Reading of Clean Up Ordinance 816

**Recommendation:** That Council: 1) conduct the public hearing for Ordinance 816; 2) introduce Ordinance 816, which amends the Grass Valley Municipal Code; and 3) waive the reading of the Ordinance in its entirety and read by title only.

Taylor Day, Deputy City Clerk, gave presentation to the council.

Public comments attached.

Motion made 1) conduct the public hearing for Ordinance 816; 2) introduce Ordinance 816, which amends the Grass Valley Municipal Code; and 3) waive the reading of the Ordinance in its entirety and read by title only by Council Member Hodge, Seconded by Vice Mayor Arbuckle.

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

## **ADMINISTRATIVE**

### 22. Consideration of Waste Management's annual fee adjustments and new fees for service

**Recommendation:** That Council adopt Resolution 2022-45 adjusting service rates to Waste Management's fee schedule

Tom Last, Community Development Director, gave overview for to the council.

Vice Mayor Arbuckle wants to remind the public that the adoption of this is a formality and is part of an agreement that is in place. Councilmember Hodge thinks that the extra fee for having wildlife locks needs to be removed and should be considered a part of doing business in rural areas.

Public comment attached.

Motion made to adopt Resolution 2022-45 adjusting service rates to Waste Management's fee schedule by Council Member Hodge, Seconded by Vice Mayor Arbuckle.

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

Voting Nay: Mayor Aguilar

## **BRIEF REPORTS BY COUNCIL MEMBERS**

Council Member Branstrom attended an introductory pickleball class, cal cities environmental meeting, Center for the Arts ribbon cutting ceremony, and went to John McCutcheon concert, farmers markets, Cannabis round table, Wild Edges abbreviated performance. Council Member Hodge attended the Center for the arts ribbon cutting ceremony, very busy with summer fest for Music in the Mountains, attended the Nevada Union Graduations and congrats to the class of 2022. Vice Mayor Arbuckle attended a GVDA & Grass Valley Chamber meeting, league of transportation meeting, ILG webinar, Cannabis round table, and coming up is the CPUC meeting. She also attended the Center for the Arts ribbon cutting ceremony. Mayor Aguilar attended the Center for the Arts ribbon cutting ceremony, has LAFCo later this week, and thank you to all of the volunteers who put all the flags out in our community today.

**ADJOURN**

Meeting adjourned at 8:40 pm.

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**Ben Aguilar, Mayor**

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**Taylor Day, Deputy City Clerk**

## Disposing of Blackberry

Virginia Whitehead <vwhitehead@grassvalley.com>

Fri 6/3/2022 6:42 AM

To: Public Comments <public@cityofgrassvalley.com>

You don't often get email from wahillfire@gmail.com. [Learn why this is important](#)

Good Evening.

When it comes to blackberry, it must be sent to landfill. It is horrible to deal with and illegal!

Washington Hill residents would do more if we had a practical disposal method for blackberry.

We would like the City of Grass Valley to check into getting "BAGSTER" service into GV through Waste Management. This is a large flexible bag that can be purchased by residents for approximately \$30.00. WM picks up for a fee which I suppose would be covered by us. If you could -2247 check out this as a possible remedy to our blackberry issue it would be greatly appreciated!

Perhaps there are other ideas being discussed that we are unaware of. We are also looking into hiring a goat herder. It is all quite expensive! We are really trying to harden our homes and neighborhood.

Thank You and have a good day and a nice weekend!

Virginia Whitehead

BAGSTER

**Voice Mail (50 seconds)****PATRICIA COTTER**

Mon 6/13/2022 11:43 AM

To: Public Comments &lt;public@cityofgrassvalley.com&gt;

Hello, my name is Patricia Carter. I live at 501 K St in Grass Valley and I was calling to voice my support for LGBTQ pride and come month proclamation. I'm really excited about it. It's been really thrilling to see the flags and downtown Nevada city. We brought our granddaughter. It's progressive and in the right vein of how LGBTQ pride is moving, and I think it's a really, really important signal to the people of Nevada County. So thank you. And I am fully in support and I look forward to next year's Pride too. Thank you. Bye.

You received a voice mail from [PATRICIA COTTER](#).

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

[Set Up Voice Mail](#)

**Voice Mail (3 minutes and 11 seconds)****WIRELESS CALLER**

Tue 6/14/2022 4:45 PM

To: Public Comments &lt;public@cityofgrassvalley.com&gt;

This is Sandra Spargo. I live at 230 illicium place and Morgan ranch. As you review this evening's resolutions regarding Morgan Ranch West and Morgan Ranch Unit 7's myriad of resolutions about drainage improvements, please consider strong water drainage on the city block long landscape easement that Parallels Ridge Rd. The easement is composed of 19 private lots, 19 owners who have no expertise regarding stormwater laws and frankly, they cannot stop the ditches pollution directly into Slate Creek. The ditch is shallow, nonlinear built of river rock sinking into mud. The ditch is mainly original, built in 2001 and now covered with pine needles and flora. There is a dilemma between Morgan ranch restrictions and the city of Grass Valley resolutions, Morgan. Branches declaration of restriction states owners are responsible for maintaining all such easements in all facilities there in at the same time, homeowners pay property tax to the city on the landscape easement and a city tax for its upkeep. Morgan ranch restrictions pirate odds with resolution of zone one regarding Morgan ranch lighting and landscaping act of nineteen seventy two, the resolution includes the city 's care of quote, the repair, removal, or replacement of any improvement, UN quote. Page two sixty five did the agenda Morgan ranch unit seven states quote the maintenance operation and servicing of drainage improvements dot dot dot in the routine administration of the district including the maintenance, operations and servicing of the drainage improvements. That's accordingly storm drainage paralleling Ridge Road is an improvement per the city 's definition of Morgan ranch unit seven 's definition of drainage as an improvement. So what takes precedence? A strong water dish is an improvement. The city 's resolution, supported by their landscaping admitting act of nineteen seventy two and the Benefit Assessment Act of nineteen eighty two or Morgan Ranch Ranch is declaration of restrictions. He is still ladder. Backyard fencing needs to include in date for easement access and standards followed to current laws to replace this 22 year old stormwater ditch your help in clearing up this matter is appreciated and I have a sent to tailor a three page letter with pictures. Thank you very much. Good evening.

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

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

[Set Up Voice Mail](#)



June 14, 2022

Sandra Spargo  
230 Elysian Place  
PO Box 2244  
Grass Valley, CA 95945

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

Re: What Takes Landscape Easement Precedence--the City's Resolution or Morgan Ranch Restrictions?

Dear City Council Members:

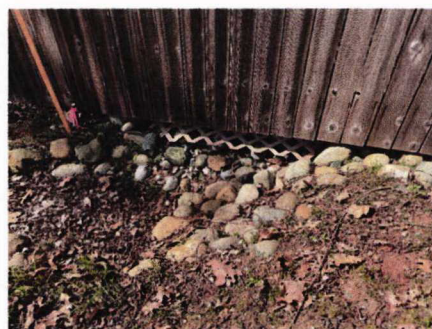
As you review this evening's resolutions regarding Morgan Ranch West's and Morgan Ranch Unit 7's myriad of resolutions about drainage improvements, please consider stormwater drainage on the City's block-long landscape easement that parallels Ridge Road. The easement is composed of 19 private lots, 19 owners, who have no expertise regarding stormwater laws, and, frankly, cannot stop the ditch's pollution directly into Slate Creek.

### **Stormwater Ditch Location and Construction Standards**

The block-long stormwater ditch flows into Slate Creek, passing through 19 lots. A portion of the ditch runs within backyard fencing and a portion runs outside backyard fencing. (The City approved no gates within backyard fencing to access landscape easements.) Of the portion outside backyard fencing, Scope Landscaping occasionally maintains the ditch approximately on five lots near the front entrance to Morgan Ranch. The rest of the ditch is neglected on 14 lots.

Please find below the current condition of the shallow, non-lined, river rock stormwater ditch, portions located outside backyard fencing. These portions are original, built in 2001. In the first two pictures, the ditch is covered with pine needles and flora.

In the third picture, a portion of the ditch is located within a lot's backyard fencing. Thus, due to flooding, the owner dug a channel under the backyard fence to guide stormwater flow outside the ditch to the landscape easement. Stormwater runs over the easement and onto the sidewalk along Ridge Road. Neighbors have been flooded up to their homes' foundations, and, so, seek a way to control stormwater away from their homes. Most of the block-long ditch is original construction--shallow, unlined and river rock that has sunk into the mud. Owners do not want to spend money to repair/update their portion of the ditch due to cost. No inspection occurs of the entire ditch to ensure no flooding, water blockage, nor pollution into Slate Creek.





Pollution flows from Woodcrest Way and from the First Baptist Church's property. Three buildings on First Baptist church property encompass 31,928 sq. ft. Thus, at least 31,928 sq. ft. of roofing sheds stormwater. In addition, the 47,815 sq. ft. parking lot sheds stormwater. Total hard surface stormwater runoff equals 79,743 sq. ft.

Pollution comes from cars in the parking lot, as well as trash, including used condoms. Moreover, besides churchgoers using the parking lot, students of Nevada Union High School use the lot.

Portions of the ditch's 22-year-old construction is no match for stormwater volume that carries pollution directly into Slate Creek.



This picture shows the construction of the original stormwater ditch in 2001. Note its shallowness, allowing record rains to flood, as did the torrents of rain during the winter of 2017.

Note that the ditch is being constructed within backyard fencing yet to be built. My observation is that the majority of owners neglect maintenance, unless heavy rains are threatened or flooding occurs. One new owner on Elysian Place did not know there was a stormwater ditch within her backyard, because it was covered with weeds.

### **The Dilemma with Between Morgan Ranch Restrictions and the City of Grass Valley**

Morgan Ranch's *Declaration of Restrictions* states the following in *Section 4.9, Restrictions on Grading and Drainage*: (a) *Certain lots contain drainage easements as shown on the Subdivision Map. OWNERS ARE RESPONSIBLE FOR MAINTAINING ALL SUCH EASEMENTS AND ALL FACILITIES THEREIN.* (Written in bold.)

Perhaps, in 2001, when the developer constructed an inadequate stormwater system, there were an absence of laws--such as the *City of Grass Valley's Design Standards for Storm Drainage* or *California's Storm Drain Regulations* or *California's Storm Water Discharges from Small Municipal Separate Storm Sewer Systems*.

I am positive that this block-long stormwater ditch that parallels Ridge Road meets none of the law's current standards. The City has left this stormwater ditch behind, burdening homeowners without expertise with upkeep, burdening market values and pocket books when forced to deal with flooding.

At the same time, homeowners pay property tax on the landscape easement and a tax for its upkeep.

## So, What Takes Precedence?

Morgan Ranch Restrictions are at odds with Resolution of Zone 1 - Morgan Ranch, No. 1 includes the City's care of *The repair, removal or replacement of any improvement.*

Page 265 of the agenda, Morgan Ranch Unit 7, states, *The maintenance, operation and servicing of drainage improvements . . . . , . . . in the routine administration of the district, including the maintenance, operations and servicing of the drainage improvements.*

Thus, accordingly, storm drainage paralleling Ridge Road is an *improvement* per the City's definition of Morgan Ranch Unit 7's definition of drainage as an improvement.

So, what takes precedence? A stormwater ditch is an improvement. The City's Resolutions, supported by the *Landscaping and Lighting Act of 1972* and the *Benefit Assessment Act of 1982* or Morgan Ranch's *Declaration of Restrictions*?

If the latter, backyard fencing needs to include a gate for easement access and standards followed according to current laws to replace this 22-year-old stormwater ditch.

Who will pay for a block-long, updated stormwater ditch and gates to allow owners' access to landscape easements? The City disallowed gates when approving developer design.

Your help in clearing up this matter is appreciated.

Sincerely,

Sandra Spargo

**Taylor Day**

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**From:** WIRELESS CALLER [REDACTED]  
**Sent:** Tuesday, June 14, 2022 7:20 PM  
**To:** Public Comments  
**Subject:** Voice Mail (1 minute and 13 seconds)  
**Attachments:** audio.mp3

Yes, Matthew called her like to comment on the strategic planning, strategic strategic plan. As Tim would say is very lacking. Lacking in bike trails, connectivity, safety, crosswalks, walkability. It just seems to be more one way in one way out developments, onto streets that have no crosswalks, no infrastructure, no sidewalks, no stop signs, and it's just a recipe for disaster. So I would highly recommend that you add in some Traffic Safety. Is that something that happens here daily of injury accidents, multiple times a day right here in town, close in downtown. So please consider safety as something that we might want to deal with and maybe not. Maybe you can call it safety arts and that would help it go down the pallet of some people. Try it might work.

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

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[Set Up Voice Mail](#)

**Taylor Day**

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**From:** WIRELESS CALLER [REDACTED]  
**Sent:** Tuesday, June 14, 2022 8:14 PM  
**To:** Public Comments  
**Subject:** Voice Mail (46 seconds)  
**Attachments:** audio.mp3

You are aware there's a delay on your feed versus the telephone and then you have to listen to your message before you even pick up to make a public comment. So when the mayor says it's good that there's no public comment, I guess that's what he means. I'd like to make a comment on the whole year worth of Grass Valley City budget. It's a lot of money and no ones gonna comment on it because you don't allow people to comment on it, so that's baffling, yet not. You guys all enjoy your new trucks now that you picked up or will pick up soon or are on order. Alrighty then.

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

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[Set Up Voice Mail](#)

## Taylor Day

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**From:** WIRELESS CALLER <[REDACTED]>  
**Sent:** Tuesday, June 14, 2022 8:17 PM  
**To:** Public Comments  
**Subject:** Voice Mail (58 seconds)  
**Attachments:** audio.mp3

With County Hi, I'm calling during that topic, so maybe it'll get in there because I don't want to call too late on the lighting district. The LED lights are horrible. The LED lights they put in Memorial Park on the veterans flag or horrible too powerful, the LED lights on the Bread Heart Hotel dominate downtown when it should be. The Dell'oro tower should be the brightest, tallest light in town But those lights dominate as well as other lights that are being put in around town that are LED, that are extremely bright white that ruin your night vision when you're driving. And often many, many, many lights in town are running 24 hours a day. And I don't care if they're Ellie D's or not. They're taking juice. They should have be on a timer or sensors so they come on when it's dark. If you want him on all night, not 24 hours a day. Thank you.

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[Set Up Voice Mail](#)

## Taylor Day

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**From:** WIRELESS CALLER [REDACTED]  
**Sent:** Tuesday, June 14, 2022 8:19 PM  
**To:** Public Comments  
**Subject:** Voice Mail (46 seconds)  
**Attachments:** audio.mp3

Where some ordinance did not actually get adopted into our municipal code. So this ordinance here is the simple fact that we have a Public Comments. I don't know why you're not doing my public comments, but I guess that's between the lawyers at this point. I don't know what your problem is. I'm the only one in the fucking meeting. Let my comments go through so other people can hear them. And the Grass Valley, CA Taylor. Any questions for Taylor? I had questions. It's ridiculous that you're hiring this company. You can use a piece of paper pencil.

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

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[Set Up Voice Mail](#)



**Taylor Day**

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**From:** WIRELESS CALLER [REDACTED]  
**Sent:** Tuesday, June 14, 2022 8:26 PM  
**To:** Public Comments  
**Subject:** Voice Mail (35 seconds)  
**Attachments:** audio.mp3

Sure that people understand. Yes. Since we're asking questions to waste management, I'd like to see the contract used to be 96 pages. I believe for Grass Valley with a 10% kickback for recycling for waste management, which is a slightly different from Nevada city inside different from the county. But I would like to see that contract and when can that be made available for this, what it is, this is what it is as you guys say. That's my question. I'll be listening British.

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

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[Set Up Voice Mail](#)



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Assembly Bill 361 Resolution

**Recommendation:** Adopt resolution R2022-59 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:** 6/28/2022

**Date Prepared:** 6/24/2022

**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:** R2022-59

## RESOLUTION NO. 2022-59

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 28th day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Ben Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

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Taylor Day, Deputy City Clerk

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Michael Colantuono, City Attorney



## 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:** 6/28/2022

**Date Prepared:** 6/24/2022

**Agenda:** Consent

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

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

**Fiscal Impact:** The changing variants of COVID19 make it very difficult to anticipate the Fiscal Impact moving forward. For FY 2021/22, it appears the impacts will be minimal compared to previous years, but due to the constantly changing impacts of COVID-19 the actual fiscal impact may change.

**Funds Available:** N/A

**Account #:** N/A

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

**Attachments:** None



## City of Grass Valley City Council Agenda Action Sheet

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

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

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

**Council Meeting Date:** 6/28/2022

**Date Prepared:** 6/24/2022

**Agenda:** Consent

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

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

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

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

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

**Funds Available:** N/A

**Account #:** N/A

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





## City of Grass Valley City Council Agenda Action Sheet

**Title:** Local Emergency Proclamation (Winter Storm of December 27<sup>th</sup>, 2021)

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

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

**Council Meeting Date:** 6/28/2022

**Date Prepared:** 6/24/2022

**Agenda:** Consent

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

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

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

**Funds Available:** N/A

**Account #:** N/A

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



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Conflict of Interest Code Update

**Recommendation:** That Council approve the City Manager signing of the City of Grass Valley Biennial Notice and adopt the 2022 Conflict of Interest Code and corresponding Resolution 2022-54 approving changes to the code.

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

**Council Meeting Date:** 06/28/2022

**Date Prepared:** 06/23/2022

**Agenda:** Consent

**Background Information:** The City last updated its Conflict of Interest Code in March 2020. The Political Reform Act requires every local agency to review its Conflict of Interest Code biennially to ensure it is accurate and/or to determine if it needs to be amended. Once a determination has been made a notice must be submitted to the code reviewing body. Attached is the Biennial Notice of Review showing that it has been determined that the following revisions are necessary to the Conflict of Interest Code:

- Add City Administrator/City Manager (added)
- Add Deputy City Clerk position (added)
- Add Deputy Administrative Services (added)
- Add Deputy Police Chief (added)
- Add Utilities Director (added)

**Council Goals/Objectives:** N/A

**Fiscal Impact:** N/A

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** City Manager

**Attachments:**

- R2022-54
- Revised Conflict of Interest Code
- Local Biannual Notice Form

## 2022 Local Agency Biennial Notice

Name of Agency: City of Grass Valley  
 Mailing Address: 125 E Main St, Grass Valley, CA 95945  
 Contact Person: Taylor Day Phone No. 530-274-4716  
 Email: taylord@cityofgrassvalley.com Alternate Email: info@cityofgrassvalley.com

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one BOX):

☒ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☒ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (describe) \_\_\_\_\_

☐ The code is currently under review by the code reviewing body.

☐ No amendment is required. (If your code is over five years old, amendments may be necessary.)

### Verification (to be completed if no amendment is required)

*This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

\_\_\_\_\_  
*Signature of Chief Executive Officer*

\_\_\_\_\_  
*Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than October 3, 2022, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**

FPPC Advice: [www.fppc.ca.gov](http://www.fppc.ca.gov)  
[advice@fppc.ca.gov](mailto:advice@fppc.ca.gov) (866.275.3772)  
 Page 1 of 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY  
UPDATING THE CITY'S CONFLICT OF INTEREST CODE, AMENDING  
EXHIBIT "A" OF RESOLUTION NO. 2020-11 ADOPTED MARCH 24, 2020, AND  
AUTHORIZING EXECUTION OF THE 2022 LOCAL AGENCY BIENNIAL  
NOTICE.

WHEREAS, California Government Code §87300 requires that every City adopt and promulgate a Conflict of Interest Code; and

WHEREAS, in 1990 Government Code Section 87306.5 was added to the Political Reform Act requiring every local agency's code reviewing body to review its Conflict of Interest Code and to either amend said code if necessary or report that no such amendment is necessary; and

WHEREAS, City Manager, Administrative Services Director and City Clerk have reviewed its Conflict of Interest Code and have determined that changes have occurred within the agency which warrant an amendment to the code.

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

1. The above recitals are true and correct.
2. The Council authorizes the execution of the 2022 Local Agency Biennial Notice.
3. That pursuant to Government Code Section 87300 et. Seq. The City Council of Grass Valley adopts the amendments to the Conflict of Interest Code attached here to as Exhibit "A" by adding City Administrator/City Manager, Deputy City Clerk, Deputy Administrative Services, Deputy Police Chief, and Utilities Director.
4. That the Conflict of Interest Code adopts and incorporates by reference Cal Code of Regulations, section 18730 and its amendments thereby standardizing the City's Conflict of Interest Code.
5. That said Conflict of Interest Code continues to consist of two (2) parts;
  - a) the body of the code contains basic provisions required by section 87300 such as the manner of reporting financial interests, the procedure for filing statements of economic interest, and the method to be used by designated position when they are required to disqualify themselves from participating in decision; and
  - b) the appendix to said code continues to list those designated positions within the City of Grass Valley and the corresponding disclosure categories for each.

ADOPTED as a Resolution of the Council of the City of Grass Valley at a meeting thereof held on the 28<sup>th</sup> day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING

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

ATTEST:

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

APPROVED AS TO FORM:

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

# CONFLICT OF INTEREST CODE FOR THE CITY OF GRASS VALLEY

## SECTION 1:            Conflict of Interest Code – Adopted 3/24/2020

The Political Reform Act, Government Code Section 8100, et. seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code which can be incorporated by reference and may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 Cal Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A in which officials and employees are designated and Appendix B in which disclosure categories are set forth, constitute the Conflict of Interest Code of the city of Grass Valley, which is considered by “agency” within the purview of this code. The Conflict of Interest Code of the City of Grass Valley previously in effect will conform to this newly adopted code.

## SECTION 2:            Same-Statements

Designated employees shall file statement of economic interests with the City Clerk, who shall be and performs the duties of filing officer for the City of Grass Valley, the Successor Agency to the Redevelopment Agency of the City of Grass Valley.

## SECTION 3:            Savings Clause

Any change provided for in this Conflict of Interest Code shall not affect or excuse any offense or act committed or done or omission of any penalty for forfeiture incurred or accruing under any other conflict of interest code; nor shall it affect any prosecution, suit, or proceeding pending or any judgment rendered in connection with any other conflict of interest code.

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

## ATTACHMENT A

### § 18730.       Provisions of Conflict of Interest Codes.

- (a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306

if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

- (b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq. In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

- (A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;
  - (B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and
  - (C) The filing officer is the same for both agencies.
- Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories 3 are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing. The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.

(5) Section 5. Statements of Economic Interests: Time of Filing.

- (A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.
- (B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.
- (C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.
- (D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

- (A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:
  - (1) File a written resignation with the appointing power; and
  - (2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to



influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure. When an investment or an interest in real property is required to be reported, the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,<sup>5</sup> the statement shall contain:

1. The name and address of each source of income aggregating \$500 or

- more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
  3. A description of the consideration, if any, for which the income was received;
  4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
  5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.
- (C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,<sup>6</sup> the statement shall contain:
1. The name, address, and a general description of the business activity of the business entity;
  2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.
- (D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.
- (E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

- (A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.
- (B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.
- (C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.
- (D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$500.

- (A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$500 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.
- (B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.
- (C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

- (A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.
- (B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.
- (C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.
- (D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of

the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

- (A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.
- (B) This section shall not apply to the following types of loans:
1. Loans made to the campaign committee of the elected officer.
  2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
  3. Loans made, or offered in writing, before January 1, 1998.
- (C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

- (A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:
1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
  - a. The date the loan was made.
  - b. The date the last payment of \$100 or more was made on the loan.
  - c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
2. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
3. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

- (A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;
- (B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;
- (C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;
- (D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

- (E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

- (A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or
- (B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification

provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

2 See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

3 For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

4 Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater. 15

5 A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

6 Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300- 87302, 89501, 89502 and 89503, Government Code.

#### HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.

2. Editorial correction (Register 80, No. 29).

3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).

4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).

5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).

6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).

7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).

8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28- 90; operative 9-27-90 (Reg. 90, No. 42). 16

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).
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18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).
19. Editorial correction of subsection (a) (Register 98, No. 47).
20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).
21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).
22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).
23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974



Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, 18 nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974

Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12- 1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, 20 April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1- 11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

APPENDIX "A"  
City of Grass Valley  
Conflict of Interest Code

LIST OF DESIGNATED POSITIONS

DEPARTMENT: ADMINISTRATION

DATE: 06/28/2022

<u>JOB TITLE</u>	<u>DISCLOSURE CATEGORY</u>
City Administrator/City Manager	1
City Clerk	1
Deputy City Clerk	1
City Attorney	1
Consultants*	1

\*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The City Administrator or his/her designee may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant duties and, based upon that description, a statement of the extent of disclosure requirements. The City Administrator or his/her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

APPENDIX "A"  
City of Grass Valley  
Conflict of Interest Code

LIST OF DESIGNATED POSITIONS

DEPARTMENT: COMMUNITY DEVELOPMENT

DATE: 06/28/2022

<u>JOB TITLE</u>	<u>DISCLOSURE CATEGORY</u>
Community Development Director	1
Principal Planning	1
Building Official	1
Consultants*	1

\*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The City Administrator or his/her designee may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant duties and, based upon that description, a statement of the extent of disclosure requirements. The City Administrator or his/her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

APPENDIX "A"  
City of Grass Valley  
Conflict of Interest Code

LIST OF DESIGNATED POSITIONS

DEPARTMENT: FIRE

DATE: 06/28/2022

<u>JOB TITLE</u>	<u>DISCLOSURE CATEGORY</u>
Fire Chief	1
Fire Marshall	2, 4, 22
Battalion Chief	2, 4, 14, 22
Consultants*	1

\*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The City Administrator or his/her designee may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant duties and, based upon that description, a statement of the extent of disclosure requirements. The City Administrator or his/her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

APPENDIX "A"  
City of Grass Valley  
Conflict of Interest Code

LIST OF DESIGNATED POSITIONS

DEPARTMENT: POLICE

DATE: 06/28/2022

<u>JOB TITLE</u>	<u>DISCLOSURE CATEGORY</u>
Police Chief	1
Deputy Police Chief	1
Captain	1
Consultants*	1

\*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The City Administrator or his/her designee may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant duties and, based upon that description, a statement of the extent of disclosure requirements. The City Administrator or his/her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

APPENDIX "A"  
City of Grass Valley  
Conflict of Interest Code

LIST OF DESIGNATED POSITIONS

DEPARTMENT: FINANCE/ADMINISTRATIVE SERVICES    DATE: 06/28/2022

<u>JOB TITLE</u>	<u>DISCLOSURE CATEGORY</u>
Administrative Services Director	1
Deputy Administrative Services	1
Consultants*	1

\*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The City Administrator or his/her designee may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant duties and, based upon that description, a statement of the extent of disclosure requirements. The City Administrator or his/her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

APPENDIX "A"  
City of Grass Valley  
Conflict of Interest Code

LIST OF DESIGNATED POSITIONS

DEPARTMENT: PUBLIC WORKS/.ENGINEERING

DATE: 06/28/2022

JOB TITLE

DISCLOSURE CATEGORY

Public Works Director of Operations	1
City Engineer	1
Assistant City Engineer	1
Utilities Director	1
Utilities Superintendent/Chief Treatment Plant Operator	1
Senior Civil Engineer	1
Associate Civil Engineer	1
Consultants*	1

\*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The City Administrator or his/her designee may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant duties and, based upon that description, a statement of the extent of disclosure requirements. The City Administrator or his/her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.



APPENDIX B  
MASTER LIST OF DISCLOSURE CATEGORIES  
SPECIFICATION SHEET

REPORTABLE INVESTMENTS, INTERESTS IN REAL PROPERTY, AND  
INCOME AGENCIES OF THE CITY OF GRASS VALLEY

**DEFINITION:** “Unit” as used in this text means the particular department, board, commission, office or other entity using the disclosure category.

Disclosure Category

1. All investments and business positions in business entities, sources of income and interests in real property.
2. Investments and business positions in business entities, and all sources of income.
3. Interests in real property.
4. Investments and business positions in business entities, and sources of income from entities providing supplies, services, equipment or machinery of the type used by the designated employee's unit.
5. Investments and business positions in, and income from entities which are book outlets, vendors or providers of business services.
6. Investments and business positions in business entities and income from sources engaged in construction, building, or material supply.
7. Investments and business positions in business entities and income from sources which supply or manufacture solar energy systems.
8. Investments and business positions in business entities and income from sources engaged in construction or development.
9. Investments and business positions in, and income from sources engaged in the construction of public works projects.
10. Investments and business positions in business entities and income from construction companies involved in progress payments.
11. Investments and business positions in, and income from construction firms involved in construction projects subject to acceptance by the City Council.
12. Investments and business positions in business entities and income from business entities of the type to provide bids, supplies, vehicles and equipment.

13. Investments and business positions in, and income from entities which provide training, services or facilities of the type utilized by the City.
14. Investments and business positions in, and income from entities which provide services and supplies of the type used in emergency services coordination/training activities.
15. Investments and business positions in, and income from Union Pension Funds that may be affected by the outcome of negotiations involving monetary settlements and employer-employee memorandums.
16. Investments and business positions in, and income from entities providing medical services or facilities of the type used by the City.
17. Investments and business positions in, and income from business entities engaged in providing eye examinations and eyeglasses, including opticians, ophthalmologists, etc.
18. Investments and business positions in and income from business entities supplying or manufacturing electronic equipment, supplies or services of the type utilized by the employee's unit.
19. Investments and business positions in, and income from business entities providing supplies, services, equipment or machinery of the type used by the City.
20. Investments and business positions in, and income from employment agencies or entities which provide employment or pre-employment services. Services include testing, training, consulting, job classification studies and salary surveys.
21. Investments and business positions in, and income from business entities which are of the type to provide any of the various types of employee insurance coverage and/or actuarial services.
22. Investments and business positions in business entities, and income from sources which supply or manufacture firefighting equipment or supplies.



## City of Grass Valley City Council Agenda Action Sheet

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**Title:** Nevada County Solid Waste Parcel Tax

**Recommendation:** That Council approve Resolution 2022-51 give consent to Nevada County to maintain the Solid Waste on the fiscal year 2022-2023 tax roll.

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

**Council Meeting Date:** 06/28/2022

**Date Prepared:** 06/23/2022

**Agenda:** Consent

**Background Information:** On May 24<sup>th</sup>, 2022, the Board of Supervisors adopted Resolution 22-227, to continue temporary reduction of the Western Nevada County Solid Waste Parcel Charges for Fiscal Year 2022/23 at a 25% reduction, rather than the previously approved 50% reduction, approve draft letters to the Cities of Grass Valley and Nevada City regarding Solid Waste Parcel charges and authorize the Chair of the Board of Supervisors of Nevada County to execute the letter. The City has since received this letter which is looking for concurrence from the City Council to put these fees on to the 2022-2023 fiscal year tax roll.

This resolution will give acceptance to the County's request to have the proposed Solid Waste parcel charges for Western Nevada County as:

- Single Family Residence \$44.54 per year
- Multi-Family Units \$34.70 per year
- Mobile Home Park Units \$31.08 per year
- Non-Residential \$27.18 per ton

**Council Goals/Objectives:** The execution of this action attempts to achieve Strategic Goals #4&5 - Economic Development and Vitality and High-Performance Government and Quality Service for the FY 2022/23.

**Fiscal Impact:** N/A

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** City Manager

**Attachments:**

- R2022-54
- Revised Conflict of Interest Code
- Local Biannual Notice Form

## RESOLUTION NO. 2022-51

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY CONSENTING TO THE IMPOSITION OF A FEE ON PARCELS IN THE CITY TO FUND LANDFILL COSTS

WHEREAS, Government Code section 25830 provides:

On or before the first day of July of each calendar year, the board of supervisors of any county may, by resolution or ordinance, establish a schedule of fees to be imposed on land within the unincorporated area of the county and incorporated areas of the county where cities do not provide their own waste disposal sites, revenue from the fees to be used for the acquisition, operation, and maintenance of county waste disposal sites and for financing waste collection, processing, reclamation, and disposal services, where those services are provided. In establishing the schedule of fees, the board of supervisors shall classify the land based upon the various uses to which the land is put, the volume of waste occurring from the different land uses and any other factors that the board determines would reasonably relate the waste disposal fee to the land upon which it would be imposed. Fees imposed within the incorporated and unincorporated areas shall be uniform. Prior to imposing fees within an incorporated area, the board of supervisors shall obtain the consent of the legislative body of the city to impose the fees.;

WHEREAS, the County of Nevada has imposed such a fee and by a May 24, 2022 letter of Board of Supervisors Chair Sue Hoek has requested the City Council's consent to maintain the fee on the tax roll for the 2022 – 2023 fiscal year.

NOW THEREFORE, the City Council grants that consent and directs the Deputy City Clerk to inform the County of the approval.

ADOPTED as a resolution of the City Council of the City of Grass Valley at a regular meeting held on the 28th day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

---

Ben Aguilar, Mayor

APPROVED AS TO FORM:

ATTEST:

---

Michael G. Colantuono, City Attorney

---

Taylor Day, Deputy City Clerk

**COUNTY OF NEVADA**  
STATE OF CALIFORNIA  
**BOARD OF SUPERVISORS**



**Heidi Hall**, 1<sup>st</sup> District  
**Vice-Chair Edward C. Scofield**, 2<sup>nd</sup> District  
**Dan Miller**, 3<sup>rd</sup> District  
**Chair Susan Hoek**, 4<sup>th</sup> District  
**Hardy Bullock**, 5<sup>th</sup> District  
**Julie Patterson Hunter**, Clerk of the Board

May 24, 2022

Honorable Mayor Ben Aguilar  
And Council Members  
City of Grass Valley  
125 East Main Street  
Grass Valley, CA 95945

**SUBJECT: Fees for Solid Waste**

Dear Mayor and Council Members:

In 2012, Nevada County, Grass Valley, and Nevada City approved a temporary reduction in solid waste parcel charges. The reduction reflected decreases in our annual operating expenses and the ability of our current reserve fund to address potential post-closure liabilities. On behalf of the Nevada County Board of Supervisors, I am requesting your concurrence again to the implementation of solid waste parcel charges within your jurisdiction. This action is taken pursuant to State of California, Government Code Section 25830.

In order to facilitate the County's actions in levying and collecting parcel charges and to minimize the expenses involved in billing, the County would like to impose the existing fees under the authority contained in Government Code Section 25830. Accordingly, on behalf of the Board of Supervisors, I hereby request that your Council concur with the imposition of parcel charges in the City for the 2022/23 Fiscal Year as provided in Section 25830. These rates reflect the continuation of a temporary reduction in charges, by 25% for residential properties and 50% for commercial customers for an additional year.

The proposed parcel charges for Western Nevada County are as follows:

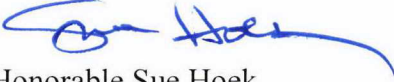
Single Family Residence	\$44.54 per year
Multi-Family Units	\$34.70 per year
Mobile Home Park Units	\$31.08 per year
Non-residential	\$27.18 per ton

I appreciate your consideration in this matter and anticipate your Council's acceptance of the current rates. Please respond to our office by June 10, 2022.

950 Maidu Avenue, Suite 200, PO Box 599002, Nevada City CA 95959-7902  
phone: 530.265.1480 | fax: 530.265.9836 | toll free: 888.785.1480 | email: [bdofsupervisors@co.nevada.ca.us](mailto:bdofsupervisors@co.nevada.ca.us)  
website: <http://www.mynevadacounty.com/nc/bos>

If you have any questions regarding the ordinances or budget in advance of your Council meeting, please contact the Public Works Department staff at (530) 265-7038.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sue Hoek", with a stylized flourish extending from the end.

Honorable Sue Hoek  
Chair, Board of Supervisors





# RESOLUTION No. 22-227

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION TO CONTINUE TEMPORARY REDUCTION OF THE WESTERN NEVADA COUNTY SOLID WASTE PARCEL CHARGES FOR FISCAL YEAR 2022/23 AT A 25% REDUCTION RATHER THAN THE PREVIOUSLY APPROVED 50% REDUCTION, APPROVE DRAFT LETTERS TO THE CITIES OF GRASS VALLEY AND NEVADA CITY REGARDING SOLID WASTE PARCEL CHARGES AND AUTHORIZE THE CHAIR OF THE BOARD OF SUPERVISORS OF NEVADA COUNTY TO EXECUTE THE LETTERS**

WHEREAS, in 2012 the County of Nevada entered into a franchise agreement with Waste Management; and

WHEREAS, the County of Nevada defeasanced the 2002 Solid Waste Certificates of Participation; and

WHEREAS, both the aforementioned actions reduced the current annual expenses to operate the Western Nevada County Solid Waste System; and

WHEREAS, Section G-IV 8.16 of Chapter IV, Article 8 of the Nevada County Government Code and Article XIIC of the California Constitution allow the Board of Supervisors to temporarily reduce the parcel charges to an amount consistent with the current need to operate the Solid Waste System; and

WHEREAS, in May 2012, the Board approved Resolution 12-191 temporarily reducing parcel charges; and

WHEREAS, the Board of Supervisors approved Resolution 20-170 to continue the temporary reduction through June 30, 2022; and

WHEREAS, Staff recommends maintaining the Western Solid Waste Parcel Charge to provide adequate revenue for projected operational and capital costs, and to cover post closure financial assurance obligations, with a temporary reduction of the established rate by 25% for residential properties and 50% for commercial customers for an additional year; and

WHEREAS, to impose fees under the authority contained in Section 25830 of the Government Code, the Cities of Grass Valley and Nevada City must consent to the imposition of the parcel charges within their jurisdiction.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors that:

1. The annual residential Western Solid Waste Parcel Charge will be temporarily reduced by 25% of the established rate as follows:

	<u>Established Rate</u>	<u>Proposed Rate</u>
Single Family Residential	\$59.40 per year	\$44.54 per year
Multi-Family Residential	\$46.28 per unit/year	\$34.70 per unit/year
Mobile Home Space (In mobile home parks)	\$41.44 per unit/year	\$31.08 per unit/year

2. The annual non-residential Western Solid Waste Parcel Charges will be temporarily reduced by 50% of the established rate as follows:

	<u>Established Rate</u>	<u>Proposed Rate</u>
Non-residential parcels:	\$54.38 per ton	\$27.18 per ton

3. The Chair of the Board of Supervisors is authorized to execute the attached letters to the Cities of Grass Valley and Nevada City of the County's intent to impose parcel charges and requesting their concurrence as required by Government Code Section 25830.
4. This Resolution shall be effective from and after the date of its adoption and shall automatically expire as of June 30, 2023.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of May, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Susan K. Hoek, Chair

5/24/2022 cc: SW\*  
AC\*

**COUNTY OF NEVADA**  
STATE OF CALIFORNIA  
**BOARD OF SUPERVISORS**



**Heidi Hall**, 1<sup>st</sup> District  
**Vice-Chair Edward C. Scofield**, 2<sup>nd</sup> District  
**Dan Miller**, 3<sup>rd</sup> District  
**Chair Susan Hoek**, 4<sup>th</sup> District  
**Hardy Bullock**, 5<sup>th</sup> District  
**Julie Patterson Hunter**, Clerk of the Board

May 24, 2022

Honorable Mayor Ben Aguilar  
And Council Members  
City of Grass Valley  
125 East Main Street  
Grass Valley, CA 95945

**SUBJECT: Fees for Solid Waste**

Dear Mayor and Council Members:

In 2012, Nevada County, Grass Valley, and Nevada City approved a temporary reduction in solid waste parcel charges. The reduction reflected decreases in our annual operating expenses and the ability of our current reserve fund to address potential post-closure liabilities. On behalf of the Nevada County Board of Supervisors, I am requesting your concurrence again to the implementation of solid waste parcel charges within your jurisdiction. This action is taken pursuant to State of California, Government Code Section 25830.

In order to facilitate the County's actions in levying and collecting parcel charges and to minimize the expenses involved in billing, the County would like to impose the existing fees under the authority contained in Government Code Section 25830. Accordingly, on behalf of the Board of Supervisors, I hereby request that your Council concur with the imposition of parcel charges in the City for the 2022/23 Fiscal Year as provided in Section 25830. These rates reflect the continuation of a temporary reduction in charges, by 25% for residential properties and 50% for commercial customers for an additional year.

The proposed parcel charges for Western Nevada County are as follows:

Single Family Residence	\$44.54 per year
Multi-Family Units	\$34.70 per year
Mobile Home Park Units	\$31.08 per year
Non-residential	\$27.18 per ton

I appreciate your consideration in this matter and anticipate your Council's acceptance of the current rates. Please respond to our office by June 10, 2022.

950 Maidu Avenue, Suite 200, PO Box 599002, Nevada City CA 95959-7902  
phone: 530.265.1480 | fax: 530.265.9836 | toll free: 888.785.1480 | email: [bdofsupervisors@co.nevada.ca.us](mailto:bdofsupervisors@co.nevada.ca.us)  
website: <http://www.mynevadacounty.com/nc/bos>

If you have any questions regarding the ordinances or budget in advance of your Council meeting, please contact the Public Works Department staff at (530) 265-7038.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sue Hoek", with a stylized flourish extending from the end.

Honorable Sue Hoek  
Chair, Board of Supervisors



**COUNTY OF NEVADA**  
STATE OF CALIFORNIA  
**BOARD OF SUPERVISORS**



**Heidi Hall**, 1<sup>st</sup> District  
**Vice-Chair Edward C. Scofield**, 2<sup>nd</sup> District  
**Dan Miller**, 3<sup>rd</sup> District  
**Chair Susan Hoek**, 4<sup>th</sup> District  
**Hardy Bullock**, 5<sup>th</sup> District  
**Julie Patterson Hunter**, Clerk of the Board

May 24, 2022

Honorable Mayor Duane Strawser  
And Council Members  
City of Nevada City  
317 Broad Street  
Nevada City, CA 95959

**SUBJECT: Fees for Solid Waste**

Dear Mayor and Council Members:

In 2012, Nevada County, Grass Valley, and Nevada City approved a temporary reduction in solid waste parcel charges. The reduction reflected decreases in our annual operating expenses and the ability of our current reserve fund to address potential post-closure liabilities. On behalf of the Nevada County Board of Supervisors, I am requesting your concurrence again to the implementation of solid waste parcel charges within your jurisdiction. This action is taken pursuant to State of California, Government Code Section 25830.

In order to facilitate the County's actions in levying and collecting parcel charges and to minimize the expenses involved in billing, the County would like to impose the existing fees under the authority contained in Government Code Section 25830. Accordingly, on behalf of the Board of Supervisors, I hereby request that your Council concur with the imposition of parcel charges in the City for the 2022/23 Fiscal Year as provided in Section 25830. These rates reflect the continuation of a temporary reduction in charges, by 25% for residential properties and 50% for commercial customers for an additional year.

The proposed parcel charges for Western Nevada County are as follows:

Single Family Residence	\$44.54 per year
Multi-Family Units	\$34.70 per year
Mobile Home Park Units	\$31.08 per year
Non-residential	\$27.18 per ton

I appreciate your consideration in this matter and anticipate your Council's acceptance of the current rates. Please respond to our office by June 10, 2022.

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phone: 530.265.1480 | fax: 530.265.9836 | toll free: 888.785.1480 | email: [bdofsupervisors@co.nevada.ca.us](mailto:bdofsupervisors@co.nevada.ca.us)  
website: <http://www.mynevadacounty.com/nc/bos>

If you have any questions regarding the ordinances or budget in advance of your Council meeting, please contact the Public Works Department staff at (530) 265-7038.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sue Hoek", with a stylized, flowing script.

Honorable Sue Hoek  
Chair, Board of Supervisors



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Grass Valley Management & Supervisory Professional & Confidential Employees - Unit 1 - Side Letter to July 1, 2019 - June 30, 2023 Approved Memorandum of Understanding

**Recommendation:** Adopt Resolution No. 2022-55 approving a Side Letter to the Labor Memorandum of Understanding for a three-year period beginning July 1, 2019 through June 30, 2022 between the City of Grass Valley and the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1).

**Prepared by:** Andy Heath, Administrative Services Director

**Council Meeting Date:** 6/28/2022

**Date Prepared:** 6/17/2022

**Agenda:** Consent

**Background Information:** The City Manager has recently re-opened the current Labor Memorandum of Understanding (MOU) with the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1). As such, the City and Unit 1 have mutually agreed to provide a five-percent Cost of Living Adjustment (COLA) to members of the bargaining group effective June 26, 2022 (the first day of a pay period coinciding with a July 1, 2022 implementation. Additionally, to offset some of the 5% COLA, Personal Leave time accrued time will be reduced for 10 plus years to 20 years to 316 hours (12.15 hours biweekly) for a reduction of 4 hours and 20 plus years to 328 hours (12.62 hours biweekly) for an equivalent of a reduction of 8 hours over those periods effective June 26, 2022. The term of the agreement shall be extended by one year to June 30, 2023. All other terms, conditions, and provisions of the MOU, to the extent not modified by this Agreement, shall remain in full force and effect.

Updated provisions in the Side-Letter and estimated fiscal impacts include the following:

MOU Provision	Estimated Incremental Cost      Annual
Side Letter providing a 5% COLA increase to each member (all classifications) in Unit 1	\$59,715 (General Fund) \$6,845 (Measure E Fund) \$1,885 (Water Fund) \$9,540 (Sewer Fund)

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

**Fiscal Impact:** The estimated incremental annual costs of \$77,985 effective for the beginning of the FY2022/23 has been included in the recommended budget for FY2022/23.

**Funds Available:** N/A

**Account #:** N/A

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

**Attachments:**

- Resolution No. 2022-55 - Approval of Unit 1 Side-Letter
- Side Letter - Unit 1



**RESOLUTION NO. 2022-55**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY  
ADOPTING A SIDE LETTER TO THE MEMORANDUM OF  
UNDERSTANDING WITH THE GRASS VALLEY MANAGEMENT &  
SUPERVISORY, PROFESSIONAL & CONFIDENTIAL EMPLOYEES  
ASSOCIATION (UNIT #1) FOR THE PERIOD JULY 1, 2019 – JUNE 30, 2022  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID SIDE  
LETTER**

**WHEREAS**, the labor negotiations team appointed to represent the City Council of the City of Grass Valley and representatives of the Grass Valley Management & Supervisory, Professional & Confidential Employees Association (Unit #1) have engaged in re-opener conversations to update the labor Memorandum of Understanding (“MOU”) between the City and Unit 1; and

**WHEREAS**, the parties came to an agreement which incorporates updates to the attached Side Letter;

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

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

**PASSED AND ADOPTED** as a Resolution of the City Council of Grass Valley at a meeting thereof held on the 28<sup>th</sup> day of June 2022 by the following vote:

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

**THE CITY OF GRASS VALLEY  
AND  
MANAGEMENT/SUPERVISORY, PROFESSIONAL &  
CONFIDENTIAL EMPLOYEES IN UNIT #1  
SIDE LETTER AGREEMENT TO  
JULY 1, 2019 - JUNE 30, 2022  
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the parties have met and agreed to amend the existing July 1, 2019 – June 30, 2022, Memorandum of Understanding (MOU) to include a 5% Cost of Living Adjustment for 2022; and

WHEREAS, the parties additionally agreed to offset some of the 5% COLA by reducing Personal Leave time accrued for 10 plus years to 20 years to 316 hours (12.15 hours biweekly) for a reduction of 4 hours and 20 plus years to 328 hours (12.62 hours biweekly) for an equivalent of a reduction of 8 hours over those periods.

NOW THEREFORE, the parties agree to amend the MOU as follows:

1. ARTICLE 6- SALARY

A. Salary Schedule

5. Effective June 26, 2022, the City shall implement a 5% Cost of Living Adjustment (COLA) for all unit #1 employees. Salary ranges shall be adjusted to reflect this COLA increase.

2. Effective June 26, 2022, reduce the Personal Leave time accrued for 10 plus years to 2 years to 316 hours (12.15 hours biweekly) and 20 plus years to 328 hours (12.62 hours biweekly) for an equivalent of a reduction of 8 hours total over those periods. Item # 8.
3. The term of the agreement shall be extended by one year to June 30, 2023. All other terms, conditions, and provisions of the MOU, to the extent not modified by this Agreement, shall remain in full force and effect.

**CITY OF GRASS VALLEY**

**MANAGEMENT/SUPERVISORY &  
PROFESSIONAL & CONFIDENTIAL  
EMPLOYEES IN UNIT #1**

---

BEN AGUILAR, MAYOR

---

CATHARINE DYKES, UNIT #1

---

TIM KISER, CITY MANAGER

---

JOE MATTEONI, UNIT #1



## City of Grass Valley City Council Agenda Action Sheet

---

**Title:** Nevada County Professional Firefighters, IAFF Local 3800 Memorandum of Understanding - July 1, 2021 - June 30, 2023

**Recommendation:** Adopt Resolution No. 2022 - 56 approving the Labor Memorandum of Understanding for a one-year period beginning July 1, 2022 through June 30, 2023 between the City of Grass Valley and the Nevada County Professional Firefighters, IAFF Local 3800 (Unit 8).

---

**Prepared by:** Andy Heath, Administrative Services Director

**Council Meeting Date:** 06/28/2022

**Date Prepared:** 06/20/22

**Agenda:** Consent

**Background Information:**

Over the course of the last couple of months, the City's labor negotiations team has been meeting with representatives of Nevada County Professional Firefighters, IAFF Local 38000 ("IAFF") ("Unit 8") to come to an agreement on terms and conditions for an updated Memorandum of Understanding ("MOU") effective July 1, 2022. The City's labor team and Unit 8 have concluded the negotiations process; and Unit 8 has duly ratified the updated provisions to the MOU which are now being recommended for City Council approval.

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

MOU Provision	Estimated Annual Incremental Cost
1. Term of Agreement - July 1, 2021 - June 30, 2023 (Note: the effective date will be June 26, 2022, the first day of a new pay period) - 5% COLA and budgetary cost-neutral conversion of Holidays to base salary (5.0%).	\$85,400 (General Fund) \$49,490 (Measure E Fund)

**Council Goals/Objectives:**

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

**Fiscal Impact:**

The estimated incremental annual costs of \$134,890 effective for the beginning of the FY2022/23 has been included in the recommended budget for FY2022/23.

**Funds Available:** Yes

**Account #:** General Fund  
Measure E Fund

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

**Attachments:**

- Resolution No. 2022-56 - Approval of Unit 8 Memorandum of Understanding
- Memorandum of Understanding - Unit 8

**RESOLUTION NO. 2022-56**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY  
ADOPTING AN AMENDED MEMORANDUM OF UNDERSTANDING WITH THE  
NEVADA COUNTY PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 3800 (UNIT #8)  
FOR THE PERIOD JULY 1, 2022 - JUNE 30, 2023, AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE SAID AGREEMENT**

**WHEREAS**, the labor negotiations team appointed to represent the City Council of the City of Grass Valley and representatives of the Nevada County Professional Firefighters, IAFF Local 3800 (Unit #8) have engaged in negotiations to update the labor Memorandum of Understanding (“MOU”) between the City and Unit 8; and

**WHEREAS**, the parties came to an agreement which incorporates updates to the attached updated MOU;

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

1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The City Council of the City of Grass Valley approves the updated Memorandum of Understanding for the Nevada County Professional Firefighters, IAFF Local 3800 (Unit #8) for the period of July 1, 2022 through June 30, 2023 and authorizes the City Manager to execute said agreement.

**PASSED AND ADOPTED** as a Resolution of the City Council of Grass Valley at a meeting thereof held on the 28<sup>th</sup> day of June 2022 by the following vote:

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

**AND**

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

Effective July 1, ~~2021-2022~~ – June 30, ~~2022~~2023

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**AGREEMENT BETWEEN THE CITY OF GRASS VALLEY CITY COUNCIL AND THE NEVADA COUNTY PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 3800 FOR AND ON BEHALF OF THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #8 "FIREFIGHTERS" FOR FISCAL YEAR ~~2021~~2022-~~2022~~2023.**

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

**ARTICLE 1 - RECOGNITION**

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

**A. Dues Deductions**

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

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

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

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

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

Any Local 3800 member who notifies the City of their desire to discontinue dues or otherwise withdraw from Local 3800 membership shall be referred to Local 3800. The City agrees to continue all dues deductions until notified of a deduction change by Local 3800,

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

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

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

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

## **ARTICLE 2 – SUPPORT OF AGREEMENT**

### **A. Conditions**

1. During the term of this Agreement, the City agrees to meet and confer only with the representative(s) officially designated by Local 3800 to act on its behalf and which is within its scope of representation. Employees agree to meet and confer only with the representative(s) officially designated by the City to act on the City's behalf, and to utilize the meet and confer process as the means of gaining consensus as to wages, hours and conditions of employment.
2. During the term of this agreement and as appropriate thereafter the parties agree to use the dispute resolution machinery as provided herein or by Civil Service rules as a means of adjudicating disputes between them.

## **ARTICLE 3 – MANAGEMENT PROCEDURAL PREROGATIVES**

### **A. Understanding**

1. It is understood that the City retains the procedural prerogative to initiate or to refrain from initiating actions that may affect unit members' wages, hours and conditions of employment and that such actions, once initiated by the City are subject only to the express procedural limitations that may be set forth in the Agreement, Civil Service Rules, Charter or other law. Such matters include, but are not limited to, the procedural rights to contract out work not performed by active

- unit members, to transfer, lay off, terminate or otherwise discipline employees, to reasonably accommodate qualified disabled persons/employees, to make technological improvements, and to take necessary action to implement the terms and conditions of the Agreement.
2. The employees recognize and agree that the City, on its own behalf and on behalf of the electors of the City, retains and reserves unto itself, limited only by articles of this Document, all powers, rights, authority, duties and responsibilities conferred upon, and vested in it, by the laws of the Constitution of the State of California and of the United States and the provisions of the City Charter.
  3. The employees recognize and agree that the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement or applicable law.
  4. The employees recognize and agree that the City's powers, rights, authority, duties and responsibilities include, without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to determine solely the extent to which the facilities of any department thereof shall be operated, and the outside purchases of products or services; the right to introduce new or improved methods and facilities and to otherwise take any action desired to run the entire operation efficiently, except as modified by this Agreement.
  5. It is understood and agreed that the specific express provisions contained in this Agreement shall prevail over employer practices and procedures and over all applicable laws to the extent permitted by law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the City. Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights or privileges other than those expressly stated therein.
  6. If a conflict arises between this agreement and a City Charter provision or resolution incorporated herein, the City's Charter provision or resolution shall prevail.

#### **ARTICLE 4 – HOURS OF WORK AND BASIS OF COMPENSATION**

##### **A. Pay Periods**

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

##### **B. Work Periods**

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

thereafter, and refers to the period for computing compensation due for all normal working days during that period.

5. Payroll checks will be available the ensuing Friday by noon following the end of the pay period. Direct deposit pay checks will have funding available on the morning of the Friday payroll date.

**C. Calculation of Compensation**

1. Compensation for Shift employees is based on twenty-seven hundred, fifty-six (2,756) hours per year. The payment of compensation shall be calculated to the nearest one-quarter (1/4) hour. The amount of salary for the first pay period in a twenty-eight (28) day work period shall be calculated by multiplying the hourly rate by one hundred six (106) hours. The second pay period of a 28-day work period will be 106 hours at the hourly rate plus FLSA overtime and other appropriate compensation earned during the entire 28-day work period.
2. For employees working a Standard work period pay is based on 2,080 hours per year with twenty-six (26) equal pay periods per year. The payment of compensation shall be calculated to the nearest one-quarter (1/4) hour.
3. Compensation is based on the hourly rates and pay schedule set forth in Appendix A. Adjustments in hourly rates are rounded up to the next penny, but may not exceed the top of any pay range.

**D. Work Day**

1. For Shift Employees working the normal work day means each day on which a shift employee performs a normal working shift of twenty-four (24) hours including holidays, Saturday and Sunday. No work hours will be added or deducted due to daylight savings changes.
2. For employees working a Standard 2,080 hours per year the normal work day means each day on which an employee performs a normal working shift of eight (8) hours, including holidays, Saturday and Sunday. All time appropriately authorized in excess of eight (8) hours per workday shall be administered pursuant to Article 5. Work periods may be adjusted to reflect alternative work schedules. The normal work day is 8:00 am to 5:00 pm.

**E. Work Schedule**

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

**F. Lunch Period**

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

**G. Rest Period**

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

## **H. Shift Trades**

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

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

### **A. Overtime**

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

- d. Compensation received through the payment of workers compensation pay (4850) time shall not count as hours worked for the purpose of computing overtime.

**B. Callback Time**

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

**C. Standby Time**

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

**D. Court Time**

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

**E. Training Time**

1. The City recognizes the importance of training for Unit members and strives to provide a minimum of two formal, career related training opportunities per year. Employee-requested and Department approved training will include tuition, per diem and coverage of normally scheduled shifts at City expense. Employees will not receive any overtime for requested training. Probationary employees will only be approved for classes needed to complete probation. The location of the approved training will be at the Department's discretion. All approved training funded by the City is subject to budgetary limitations.
2. Mandatory training, scheduled by the Department, will be at the City's expense, including any employee overtime pay.
3. Expenses incurred must be in accordance with City travel expense policy.
4. In addition to training provided in item 1 above, employees may be granted relevant and job-related classes at the discretion of the Chief with the sharing of costs to be mutually agreed upon by the employee and Chief.



5. Employees returning from week long (40 hour) training programs to a regularly assigned shift, will be granted administrative time for the remainder of the shift that falls on the same day of their return from training. The employee may choose to work the shift.

**F. OVERTIME FOR STANDARD TIME EMPLOYEES**

1. Overtime for employees assigned an 8 hour day or approved alternative shift: It is the policy that overtime work be discouraged and that work be arranged so that full-time Employees shall normally work not more than eight (8) hours per work day or more than forty (40) hours per week, or more than eighty (80) hours in any pay period, and that overtime work be held to a minimum consistent with the efficient performance of necessary functions. Hours are subject to change based on alternative work schedules.
2. Overtime is authorized time worked in excess of eight (8) hours in a normal day or forty (40) hours per week. Subject to modification based on alternative work schedules. All work authorized as overtime shall be calculated at the overtime rate which is one and one-half (1 1/2) times the regular hourly rate of pay (such calculation being non-cumulative for the same hours). Overtime will be paid, unless requested and approval received for compensatory time. Compensatory time is limited to no more than 120 hours.
3. If a position is authorized to work an alternative work schedule the overtime calculations will be based on the authorized workday (i.e., a 9- or 10-hour day).

**ARTICLE 6 – LEAVE**

**A. Absence from Duty**

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

**B. Sick Leave**

1. Shift Employees shall be entitled to accrue ~~8.857.5~~ hours of sick leave per pay period (~~230-195~~ hours per year). If any employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken may be accumulated from year to year without limit.
2. Standard Time Employees shall be entitled to accrue 3.69 hours of sick leave per pay period (96 hours per year). If any employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken may be accumulated from year to year without limit.

**C. Sick Leave Usage**

1. Sick leave accrual, if available, will be used for the following circumstances:
  - a. the absence from duty of an employee because of his/her illness, pregnancy or related complications; quarantine due to contagious disease.
  - b. The absence from duty of an employee due to the preventative care, diagnosis, care or treatment of a health condition of the employee's family member or other purposes authorized by Labor Codes Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking). For the purposes of this provision, family member shall be restricted to the employee's biological parent, foster parent, adoptive parent, sibling, spouse,

- domestic partner, child, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepparents, stepchildren, step sibling, where there is a child rearing relationship, or a person who stood in loco parentis when the employee was a minor child.
- c. the medical appointment of an employee.
  - d. the absence from duty of an employee due to the medical appointment or illness of his/her spouse, domestic partner, child, or parent to the extent provided by California Law (specifically, AB 109, known as the “Kin Care” legislation effective in 2000, and SB 1471, as enacted in 2003)
2. If absence from duty by reason of sickness extends beyond the period of two (2) work shifts (48 hours), the officer or employee may be required to provide, to the Fire Chief or his/her designee, a verification of sickness or disability prepared by a regular, licensed and practicing physician prior to entitlement to sick leave pay. All employees whose absence from duty because of sickness extends beyond two (2) calendar weeks shall cause a weekly report or certificate by a regular licensed and practicing physician to be filed with the Fire Chief or his designee. Certificates filed under this section shall detail the nature of the sickness and certify the employee’s inability to return to work. If no certificate is filed, salary or wages may be withheld from employee. The Fire Chief or his designee may require any employee to furnish a certificate of illness or disability completed by a regular, licensed and practicing physician at any time that the Fire Chief is aware of information that an employee is abusing sick leave. No employee will be disciplined for insubordination based on the refusal to work when he or she has elected to use accrued sick leave but will remain subject to discipline for any abuse or dishonesty in the use of sick leave.

**D. Worker’s Compensation Pay**

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

**E. Bereavement Leave**

- 1. Employees shall be granted leave of absence with pay not to exceed two work shifts (48 hrs.) per fiscal year non-cumulative for the purpose of attending funeral services, making related arrangements for the family or travel to and from the location of services on account of the death of any member of his/her immediate family. Member of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, step parents or any relative living in the immediate household of the employee.
- 2. Leaves in excess of the 2 work shifts as specified above (or in case of additional deaths) shall be charged to vacation or compensatory time.
- 3. Standard Employees will receive 40 hours of time to be used in the same manner as provided for in this section.

**F. Vacation Leave**

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

Up to two 2 years.....	<del>106-144</del> hours per year ( <del>5.544.08</del> hours per pay period)
2 years plus to 5 years.....	<del>133-168</del> hours per year ( <del>5.126.46</del> hours per pay period)
5 years plus to 10 years.....	<del>159-216</del> hours per year ( <del>8.316.12</del> hours per pay period)

10 years plus to 15 years .....	<del>212-240</del> hours per year ( <del>8-159.23</del> hours per pay period)
15 years plus to 20 years .....	<del>260-288</del> hours per year ( <del>40-11.08</del> hours per pay period)
20 plus years .....	<del>272-312</del> hours per year ( <del>40.4612</del> hours per pay period)

Credit for Standard work week employees will be as follows:

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

2. All vacation hours earned by an employee shall be vested to such employee at the conclusion of each pay period. ~~Probationary firefighters shall not be allowed to schedule vacation leave during the one year probationary period unless approved by the Fire chief or designee.~~
3. Shift Employees will be permitted to accumulate accrued vacation hours until reaching maximum cap limit of 420 hours. No more than 420 hours of accrued vacation may be carried over to the next calendar year. Once the shift employee reaches the cap limit of 420 hours, vacation shall not continue to accrue until the shift employee has used accrued vacation hours to lower the accumulated accrued vacation hours below 420.
4. Standard Employees will be permitted to accumulate accrued vacation hours until reaching maximum cap limit of 320. No more than 320 hours of accrued vacation may be carried over to the next calendar year. Once the employee reaches the cap limit of 320 hours, vacation shall not continue to accrue until the shift employee has used accrued vacation hours to lower the accumulated accrued vacation hours below 320.
5. Vacation will be scheduled in accordance with Department SOP #109. In the event an employee is not permitted to schedule and take vacation as caused by the City, which results in the employee exceeding the accumulation limits, the Fire Chief, may upon request of the employee, request the City Manager to approve a 90 day extension of time, in which vacation time will be scheduled that will bring the employee's accrued time below the hour limit. For vacation requested for the same period, seniority with the Fire Department will determine the order which employee receives their vacation request first.
6. Vacation Elective cash-out provisions:  
Employees may, once each calendar year during the month of December, request payment in lieu of vacation if the following conditions are met:
  - a. The employee has taken a minimum of 96 hours of vacation and/or holiday hours off in the current calendar year as of the last full pay period ending in the month of November;
  - b. The employee has no less than 200 hours of accrued vacation and holiday hours as of the last full pay period in the month of November; and
  - c. The Employee utilizing this provision submits an irrevocable election by December 31st of the calendar year prior to the calendar year in which the vacation hours to be cashed out are earned; and
  - d. The requested cash out will coincide with the applicable IRS tax year based upon the check dates; and

- e. The actual payment of the requested hours cannot occur until the hours to be cashed out for that calendar year have accrued. Cash-outs for hours accrued in prior years are not allowed; and
- f. The requested vacation cash outs will be paid by the last paycheck of the calendar year in which the vacation hours are earned.

**G. Holidays-Pay**

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

- Firefighter
- Engineer
- Captain

2. Effective July 1, 2022, in lieu of City holidays, these employees in the classification above shall receive 5% increase in base salary.
3. In the event an employee wishes to observe a city holiday they must submit a request for vacation or CTO time off and receive approval from their supervisor.
4. Effective July 1, 2022, all remaining holiday hours currently on the books shall be converted to vacation hours. In the event an employee's vacation balance exceeds the vacation cap as a result of holiday conversion they will be allowed to remain over the vacation cap until June 30, 2023. Effective July 1, 2023, any excess vacation above the vacation cap will be cashed out.

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

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

Recognized holidays shall include:

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

- (b) ~~3-2~~ Floating Holidays

- ~~2. In lieu of actual holidays, Shift Employees will accrue 6.5 hours in lieu of holiday hours each pay period. The total in lieu Holiday hours per year will be 169 hours. Holiday hours will be scheduled in the same manner as vacation. Shift Employees are allowed to carry over up to 96 hours of~~

~~Holiday hours into the next fiscal year. Hours in excess of 96 will be forfeited.~~

~~Holiday Elective cash out provisions:~~

~~Employees may, once each calendar year during the month of December, request payment in lieu of holiday hours as follows:~~

- ~~a. The Employee utilizing this provision submits an irrevocable election by December 31st of the calendar year prior to the calendar year in which the vacation hours to be cashed out are earned; and~~
- ~~b. The requested cash out will coincide with the applicable IRS tax year based upon the check dates; and~~
- ~~c. The actual payment of the requested hours cannot occur until the hours to be cashed out for that calendar year have accrued. Cash outs for hours accrued in prior years are not allowed; and~~
- ~~d. The requested holiday cash outs will be paid by the last pay check of the calendar year in which the vacation hours are earned.~~

~~3. Standard Operating Procedure 109 (SOP 109) shall apply for covering major holidays for which previously no mandatory overtime was assigned.~~

~~4. Only regular and probationary Shift Employees in a current and paid status shall be eligible for in lieu holiday hours. An employee who is on an unpaid leave of absence shall not be credited for the holiday hours, unless the employee is on approved and compensated extended medical leave.~~

## **H. Jury Duty Leave**

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

## **I. Family and Medical Care Leave**

1. A regular full-time employee, with more than one year of continuous service, or who has worked more than 1250 hours during the previous 12 months, may request a Family and Medical Care Leave of absence of up to 12 weeks in any one continuous 12-month period. This leave may be taken for the birth or adoption of a child, to care for a child, spouse or parent who has a serious health condition or for one's own health condition that makes the employee unable to perform the essential functions of the job. If this leave is granted, upon return, the employee will be reinstated to the same or a comparable position as the position held before the leave unless such a position no longer exists. Available accruals must be used for such leaves. For leaves related to an employee's own serious health condition, or that of an eligible family member, sick leave will be utilized first, followed by other accrual (holiday, CTO, vacation). If all available accrual is depleted an employee may continue on an unpaid leave until the 12-week maximum leave is taken. If an employee desires to take an FMLA or CFRA leave not associated with the serious health condition of him or herself, or an eligible family member, sick leave hours accrued may not be used.
2. Whenever possible, the employee must provide at least 30 days written notice that they wish to take this leave of absence. When this is not possible the employee must notify the city, in writing,

- as soon as possible. Failure to comply with these notification rules may result in the denial or deferral of the requested leave until the employee complies with the notice provisions.
3. The City will require the certification from the health care provider who is attending to the serious health care condition of the employee, the employee's child, spouse or parent before allowing the employee to take a leave to take care of that family member. If there is a question concerning this certification, the City reserves the right to require additional certification(s) (without being given a diagnosis) at City expense. Unless otherwise agreed to by the City, any Family and Medical Care Leave must be taken in segments of one full work day (Shift).
  4. If the employee is pregnant, she is entitled to pregnancy disability leave and/or Family and Medical Leave in accordance with California and federal law.
  5. The cost of the health care coverage while on a Family and Medical Care Leave less any portion of the premium required to be paid by the employee will be paid for by the City for up to 12 weeks. If the employee does not return from leave, the employee will be responsible for reimbursing the City for the insurance premiums paid on their behalf.
  6. While the above provisions will apply to most employees in most circumstances, there are certain exceptions under which the City may refuse to grant a Family Care Leave.

## **ARTICLE 7 – RETIREMENT**

### **A. CalPERS Pension Definitions**

#### **New Member Employees:**

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California Public Retirement System.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is not eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of greater than six months.

#### **Classic Member Employees:**

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

**B. New Member Retirement Benefits**

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

**C. New Member Retirement Contributions:**

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

**D. Classic Member Retirement Benefits**

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

**E. Classic Member Retirement Contributions**

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

**F. Supplemental Retirement Benefits**

1. The City shall provide a supplemental retirement benefit to each eligible employee covered under the terms of this Agreement who attains normal retirement age. The term "normal retirement age" is the age at which an employee first becomes eligible to receive a disbursement of a retirement benefit under the terms of the employee benefit plan described in section A of this Article. The term "eligible employee" is limited to those employees who leave City employment for the sole reason of retiring under a PERS regular service retirement, disability retirement, or industrial disability retirement provision.
2. For employees with at least ten years of service with the City fire department are eligible for the benefit provided under the terms of this section. They are eligible for a one-time lump sum payment, calculated on the basis of 50% of the straight time value of the retiring employee's accumulated but unused sick leave, up to 520 hours (maximum pay out of 260 hours) on the date that the employee retires from City employment. The reference to sick leave hours in this section is for purposes of calculating the benefit provided under this section only, and shall not operate to "vest" sick leave hours, or otherwise create any entitlement to pay for those sick leave hours for an employee who terminates employment prior to attaining normal retirement age as defined in this sub-part. The straight-time value of the retiring employee's sick leave days shall be computed solely and exclusively on the basis of the non-overtime normal base wage rate paid to the employee, and no overtime premiums, or any other type of premium pay, incentive pay or pay for working out of class or employee benefits or other forms of non-straight time wage compensation shall be used for purposes of calculating the benefits due under this section.
3. Any employee that shows an effective date of retirement into the PERS system within 120 days of separation from employment with the City shall be credited with PERS service credit for all accumulated but unused or uncompensated sick leave.
4. Consistent with the sick leave provisions of this Agreement, any employee whose employment with the City terminates for any reason prior to attaining normal retirement age forfeits all



accumulated but unused sick leave hours, and shall not become entitled or eligible to receive any benefits under the terms of this section even if the employee is subsequently re-employed by the City. Any rehired or reinstated employee shall begin to accrue sick leave hours as if they had never worked for the City previously. The benefit provided in this section shall not arise or vest, until such time as the individual employee applying for the benefit becomes eligible for the benefit as provided in this section and provides written notice to the City Manager of his/her intention to retire from employment with the City. The benefit provided in this section shall not increase the City's obligations with respect to other benefits of employment, including, but not limited to, other retirement benefits, health and welfare benefits, sick leave benefits, disability benefits, or any other form of compensation or fringe benefits of whatsoever kind or nature. Notwithstanding the limitations contained in this section, the City shall pay a supplemental benefit consisting of all unused sick leave to the estate of any employee covered by the MOU who is killed in the line of duty.

**G. Retiree Health Insurance Benefit**

1. Any employee hired prior to January 1, 2016 retiring from the City under PERS, after twenty-five (25) or more years of City service, is eligible for the following retiree health insurance benefit:
  - a. The City will pay the statutory administrative fee for PERS coverage.
  - b. The City will pay 50% of the cost for medical insurance for the employee or employee plus 1. Amount will be equal to lowest cost available PERS insurance plan for Nevada County regardless of the plan selected by the employee of the medical plans offered by the City through PERS.
2. To receive this benefit a retiree must provide annual evidence of health insurance coverage to the Human Resources Department.
3. Such benefit will cease upon the retiree receiving group medical insurance coverage from another employer or receiving coverage through Medicare. If a retiree covered under another employer's group medical insurance loses such coverage, this benefit will start or restart until the retiree is otherwise ineligible.

**ARTICLE 8 – SALARY SCHEDULE**

**A. Salary Ranges for Unit Classifications**

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

- Effective the first full pay period ~~following starting Unit ratification, City Council approval, and execution of the final MOU June 126, 2022~~, employee pay rates for all Local 3800 members shall increase by 5%.

**B. Certificate and Educational Incentive**

1. The City shall offer an Academic Education Incentive program with a maximum cumulative (certificates and degrees) ceiling of 11% of base salary. Only certificates and degrees granted by accredited institutions and are job related, which are above the minimum educational requirement of the employee's position and enhance the employee's abilities and contributions will be considered. ~~Educational Incentive pay will not be added to base pay until completion of the probationary period.~~ If an application for this incentive is denied it may be grieved.



2. The eligible degrees and certificates and corresponding incentives are as follows:

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

Approved certificates:

- Chief Officer;
- Confined Space Technician;
- Fire Officer;
- Instructor III;
- Possession of both Fire Investigator I and Inspector I;
- Fire Fighter 2;
- Fire Control 3;
- Fire Control 4;
- HazMat Specialist;
- Rapid Intervention Crew Tactics or Firefighter Safety and Survival;
- Rescue Systems 1;
- Rescue Systems 2;
- Swift Water Rescue Technician;
- Other certificates could be added by mutual agreement.

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

Approved Degrees:

% of Base Salary

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

3. Paramedic Incentive

Firefighters and Engineers with a current California paramedic license shall be eligible to receive a paramedic stipend of \$600 a month. Captains with a current California paramedic license shall be eligible to receive a paramedic stipend of ~~\$250-600~~ a month when operating as a medic performing ALS skills (when necessary) full time to be eligible for stipend. There will be a cap of 8 people receiving a paramedic stipend at any one time.

These incentives shall be given as an hourly equivalent.

Parties agree to meet and confer over the details of the ALS program upon request and as

needed throughout the term of the MOU.

4. Deputy Fire Marshal

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

5. Expanded Scope EMT Incentive

EMTs who show, at a minimum, proficiency in all expanded scope EMT skills (as defined by SSV) and 12 Lead EKG application shall receive a ~~pay-stipend~~ of ~~\$50~~100.00 a month (hourly equivalent).

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

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

6. Advanced EMT (LALS) – Limited Advanced Life Support

The Advanced EMT shall receive a stipend of \$300 a month

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

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

7. Allocation to a class with Lower Salary Range (Voluntary Demotion or Reclassification): If the salary range of the new class to which an employee's position is allocated has a maximum lower than that of his/her current class, but not lower than his/her actual salary, he/she should continue to receive his/her present salary until his/her next anniversary date, which remains unchanged, at which time he/she would be eligible to move by a merit increase in the proposed range. If the top of the new range is lower than the current salary, then the salary will be reduced to an amount not to exceed the top of the new range effective the next full pay period one year from the re-allocation date.
8. An employee reassigned by management to a position in a lower classification (demotion) will move to the closest salary step in the new class that provides a minimum 5% decrease in base pay. The anniversary date for future evaluations will be the date of the demotion.
9. A reclassification may result if the job, responsibilities, duties, requirements, skills change to a degree that the position needs to be placed in a new classification. If the reclassification impacts only the incumbent employee and the employee is qualified for the position, they will be placed in the position. If more than one employee is impacted and each is qualified, an internal review of the employees will be completed to select the best qualified person for the position. A reclassification will result in the elimination of the old position if it is a single person position and be replaced with the new position, as by the very process the position has fundamentally changed. If the position is used by other departments the position being reclassified will be eliminated from the department impacted. A reclassification is not a promotion and does not carry with it an automatic pay increase. If the employee's salary is currently below the minimum of the new range, the employee's salary will be increased to meet the minimum rate of the new range. A reclassification will not change the employee's annual evaluation date. The employee will be able to move through the new pay range based on the normal evaluation and merit process.

**D. Acting Pay**

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

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

7. Payments to employees for acting assignments will be made each pay period.
8. Employees may be removed from the list of eligible employees for acting purposes for cause.

E. **Specialist Classifications**

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

## ARTICLE 9 - **HEALTH AND WELFARE**

### A. **Insurance Benefits**

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

1. The City will pay a monthly set rate for health insurance (Medical, Vision, and Dental) based on the employee's medical coverage selection as follows:
  - a. For Employee only - \$814.00;
  - b. For Employee plus 1 dependent- \$1,622.00;
  - c. For Employee plus 2 or more dependents- \$2,130.00.
2. Employees electing to waive medical insurance coverage will receive a payment of \$305 per month (a rebate) if evidence of similar or better coverage from another source is provided. Employee may use this rebate to pay for elected dental and vision coverage.
3. All benefits shall be subject to the standard provisions set forth in the policy or policies, or P.E.R.S. regulations.
4. Disputes concerning the hospital/medical, vision and life insurance provided pursuant to this agreement, but not limited to, questions as to the scope of benefits or disability coverage, eligibility, and premium rate shall not be subject to the Grievance Procedure.
5. Subject to provisions of this MOU and policies of the insurance carrier, retirees and their dependents may, at their own expense, continue coverage under the City's program, which may extend beyond the COBRA period.
6. The City will provide term life insurance coverage in the amount of \$50,000.00 for each employee, \$5,000.00 for the employee's spouse, and \$1,500.00 for other eligible dependents.
7. **Income Protection Insurance** - The City shall provide without cost to the employee an Income Protection Insurance Program as currently provided by the California Association of Professional Firefighters. Conditions of coverage shall be controlled by the master agreement with the associated insurance company.
8. **So long as it is available on a bargaining unit-wide basis only, and solely at employee expense, the City of Grass Valley agrees to take the necessary steps to enroll the employees in the bargaining unit in the State of California State Disability Insurance (SDI) Program. It is understood and agreed that any such program will be on an integrated basis (with sick leave or other accruals, as appropriate) and funded by employee payroll deductions, there shall be no employer contribution. If a less expensive optional program becomes available, the City and the Association will meet to allow the change for the employee group. The City will continue existing disability insurance until such time as employees become fully eligible for SDI benefit, not to exceed June 20, 2022.**

## **ARTICLE 10 - SCHEDULING OF SHIFTS**

### **A. Authorized Personnel**

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

## **ARTICLE 11 - PROMOTIONAL OPPORTUNITIES**

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

## **ARTICLE 12 - UNIFORMS**

Employees shall receive a uniform allowance of \$1,200.00. The allowance will be paid twice each year, with one half in July and one half in January. Payment will be made with first full pay period of the month and be made as part of the normal pay check. The allowance will be prorated for each full month of employment for new employees. Employees leaving city employment are not entitled to any proration of uniform pay.

### **A. Care of Uniform**

- a. New hires will purchase a Class A uniform within two (2) years of hire.

- b. All uniforms will be kept in a clean and well-maintained condition.

**B. Special Compensation**

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

**ARTICLE 13 - REDUCTION IN FORCE AND RE-EMPLOYMENT**

**A. In Lieu of Layoff**

1. In lieu of layoff, the City may pursue consideration of a furlough or reduction of hours on a department basis as follows:
2. City Council makes a finding that for reason of lack of work or lack of funds that a reduction in personnel is needed.
3. Department Head consults with Employees to explore alternatives.
  - i. Voluntary furloughs/hours reduction sought first.
  - ii. Involuntary furloughs or reductions in hours may be imposed on a standard basis by class within the department, not to exceed 48 hours (2 shifts) per fiscal year. Should the City desire to utilize more than 48 hours of involuntary furlough time in a fiscal year, The Grass Valley Fire Department employees will be consulted and shall have the option of agreeing to permit the City to utilize up to an additional twenty-four (24) hours of involuntary leave for a total of 72 hours or refusing such request. If the request is refused the City shall have the option of reducing the force through layoffs.
  - iii. For employees working 8-hour shifts, involuntary furlough time may not exceed 80 hours per fiscal year. If additional time is desired the City may request an additional 40 hours of time for a total of 120 hours. If the request for additional hours is refused the City shall have the option of reducing the force through layoffs.
  - iv. In lieu of taking actual furlough time employees may elect to pay a higher portion of city provided benefits (i.e. health insurance) in an amount equal to the total savings that that would have been realized by the furlough time. Equivalent paid time may be taken off. Provided the savings are achieved within the same time period (fiscal year) as the assignment of furloughs.
  - v. If any of the options above (except iv) are chosen and include furloughs of employees, no impact to benefits shall occur. Insurance will still be paid by the extent agreed to in this MOU. Leave accruals will continue at the full-time rates and will not be prorated for furlough day(s). Retirement contributions and related benefits shall be maintained as if no reduction in time had occurred and full year PERS service credit will be retained, unless precluded by PERS.4. Upon reduction in force, permanent employees appointed to jobs with a lower pay range shall be given the next step up in the range lower than the range from which he/she

was reduced. (i.e.: If employee is Range 2, Step C, upon appointment to lower pay range due to reduction in force, employee would be Range 1, Step D).

**B. Treatment of the Employees Laid Off**

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

**C. Seniority**

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

## **ARTICLE 15 - DISCIPLINARY ACTION**

### **A. Principle**

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

### **B. Disciplinary Process**

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

### **C. Informal Actions**

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

### **D. Formal Disciplinary Actions**

1. **Written Reprimand:** A written communication to the employee that an offense has been committed. This action can be discussed with the Fire Chief if so requested by employee. The Chief may uphold or modify the reprimand. A copy of this reprimand is given to the employee and one copy is filed in the employee's personnel file.
2. **Suspension Without Pay, Demotion, or Reduction in Pay:** These are serious disciplinary actions and are subject to the Skelly procedures below.
3. **Dismissal for Cause:** The final step in the progressive disciplinary process. Only the City Manager may dismiss any employee covered by this MOU.

### **E. Administration of Discipline**



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

**F. Skelly Process**

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

**G. Appeal Process**

1. Once a decision has been reached by the Skelly Officer that discipline is appropriate, the discipline will be imposed.
2. Appeal to the Personnel Commission: Any regular employee who has completed their initial probationary period shall have the right to appeal the decision of the Skelly Officer by following the appeal process outlined in the Civil Service Rules and Regulations. There is no cost to the employee for an appeal to the Personnel Commission, other than the cost of a copy of the transcript or other recording of the proceedings, pursuant to Section 11.6 of the Civil Service Rules and Regulations.
3. Alternative Appeal to Advisory Arbitration: As an alternative appeal procedure to that set forth in section G.2 above, any regular employee who has completed their initial probationary period may elect to appeal the decision of the Skelly Officer to advisory arbitration, pursuant to the following procedure:
  - A. The appeal request must be made in writing to the City Manager within 15 days of the decision of the Skelly Officer;
  - B. Within 7 calendar days of receipt of the appeal request, the parties shall select an arbitrator, either by mutual agreement, or if unable to agree, by submitting a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators.
    - i. The parties shall take turns striking names from the list, beginning with the party who wins a coin toss, until one remains.
    - ii. Because appeal to advisory arbitration is an employee-elected alternative procedure to an appeal to the Personnel Commission, each party shall pay 50% of the cost of arbitration, which may include a court reporter appearance fee. Should a transcript be desired, each party shall pay for the cost of its own copy of the transcript. Each party shall bear their own attorney's fees.

iv. The arbitrator's decision shall be mailed to both parties, with the City's copy mailed to the City Clerk. The arbitrator's decision is advisory to the City Council. The City Council shall, within 30 days of the City Clerk's receipt of the arbitrator's decision, convene a hearing in closed session to review the arbitrator's decision. The City Council may approve, modify or reject the arbitrator's decision. The decision of the City Council is final.

4. Nothing herein shall restrict the right to make bona fide reduction in force or enact legislation requiring retirement for disability or age.
5. Discipline once imposed is only subject to this appeals process under Article 15 and is not grievable.

## **ARTICLE 16 – GRIEVANCE PROCEDURE**

### **A. Definition**

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

### **B. Process**

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

### **C. Procedures**

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

### **D. Informal Grievance**

1. Within fourteen (14) calendar days (2 two-week tours) following an occurrence giving rise to a grievance, the employee shall orally present the grievance situation to his/her immediate supervisor. (Exception: where the grievance directly involves the working relationship with the supervisor, the grievance shall be presented to the next higher level of supervision). The employee and supervisor have a mutual responsibility to have the grievance resolved at their level whenever possible.
2. Presentation of an informal grievance shall be necessary prior to processing it further as a formal grievance.

### **E. Formal Grievance**

A formal grievance shall only be initiated by completing the grievance form provided by the City Manager's Office.

### **Step 1**

1. If a mutually satisfactory solution of the grievance was not resolved informally, the employee may

file a written grievance with his/her department head (or designated representative) within fourteen (14) calendar days after the last meeting between the employee and supervisor. Within (14) calendar days after the formal grievance is received, the Fire Chief shall investigate the facts and issues at the earliest date consistent with the nature of the grievance and the normal conduct of the department's business. Within five (5) working days after concluding the investigation, the Fire Chief shall render a decision in writing to the employee.

2. Unless a decision of the Fire Chief is appealed by the employee to Step Two, in the time limits provided, the grievance shall be deemed resolved, final and binding.

### **Step 2**

1. If the employee is not satisfied that the grievance has been resolved in Step One, he/she may, within (14) fourteen calendar days after the receipt of decision, request in writing that the City Manager consider the grievance and decision as rendered by the Fire Chief. Within fourteen (14) calendar days after the grievance is received, the City Manager (or designated representative) shall review the facts, issues and make such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within fourteen (14) calendar days after concluding the review, the City Manager shall render a decision in writing to the employee and Fire Chief.
2. Unless the decision of the City Manager is appealed by the employee to Step Three, in the time provided, the grievance shall be deemed resolved, final and binding.

### **Step 3**

1. If the employee is not satisfied that the grievance has been resolved in Step 2, he/she may, within fourteen (14) calendar days after the City Manager's decision is rendered, request in writing to the City Manager, that the City Council consider the grievance and decision rendered by the City Manager. Within fifteen (15) working days after the grievance is received, the City Council shall designate a sub-committee which shall commence conducting the review. The City Council subcommittee shall determine the best means to conduct the review of the facts, issues and such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within fourteen (14) calendar days after concluding the review, the City Council sub-committee shall render a decision in writing to the employee, City Manager and Fire Chief.
2. As an alternative procedure to that set forth in Step 3, paragraph 1 above, the employee or the Union may elect to submit the grievance to advisory arbitration pursuant to the following procedure:
  - A. The request to proceed to advisory arbitration must be made in writing to the City Manager within 14 calendar days of the decision of the City Manager;
  - B. Within 7 calendar days of receipt of the request, the parties shall select an arbitrator, either by mutual agreement, or if unable to agree, by submitting a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators.
    - i. The parties shall take turns striking names from the list, beginning with the party who wins a coin toss, until one remains.
    - ii. Because submittal of the grievance to advisory arbitration is an employee or Union-elected alternative procedure to resolution by the City Council under Step 3, paragraph 1, each party shall pay 50% of the cost of arbitration, which may include a court reporter

appearance fee. Should a transcript be desired, each party shall pay for the cost of its own copy of the transcript. Each party shall bear their own attorney's fees.

iii. The arbitrator's decision is advisory to the City Council. The City Council may appoint a City Council sub-committee which shall review the written decision of the arbitrator and the record and issue a written decision within 30 days of receipt of the written arbitrator's decision. The City Council or its sub-committee may approve, modify or reject the arbitrator's decision.

3. The decision rendered by the City Council or its sub-committee shall be final and binding on all parties.

**F. General Conditions**

1. Review and determination of a grievance is applicable to certain interpretations and applications as set forth under Definitions and, as such, cannot change any City adopted salary schedules/ranges or such other benefits subject to the meet and confer process. Oral or written evaluations or other corrective directives and merit step determinations, for example, are not grievable matters.
2. Grievances may be made only on behalf of an employee who has successfully completed a required probationary period and attained permanent status.
3. An employee may choose to represent himself/herself or select a representative of his/her choice. The employee shall be personally present at any meeting which may be held, unless he/she specifically waives that right in writing.
4. In the event that more than one employee is directly involved in a grievance, they shall select one (1) person from among them to carry the grievance forward on their behalf. This person may also select a representative of his/her choice. The employee shall be present at any meetings which may be held, unless he/she specifically waives that right in writing.
5. Any time limit of these procedures may be extended by mutual consent of the parties in writing or by action of the Mayor in writing to all parties.
6. During the grievance process, there shall be no interruption of scheduled work of a department or the City.
7. The time frames provided for may be modified by mutual agreement between the parties.

**ARTICLE 17 – SAFETY**

**A. Safe Conditions, Equipment and Duties**

1. The City and its employees agree to maintain a safe and healthful place of work and to maintain safety as well as sanitary conditions in accordance with all applicable state laws. Unsafe working conditions or hazardous jobs which jeopardize the health and safety of the employees shall be directed to the attention of the City. The City shall investigate the complaint and make any and all corrective measures as deemed necessary by the City. Local 3800 shall cooperate fully in carrying out safe practices and in using safety devices provided by the City.

2. The City shall provide all needed and/or necessary safety equipment for the employee(s) to perform the normal tasks of their respective classification(s). These devices and equipment shall be customary safety appliances to safeguard the employees against danger to health, life and limb. The City will make available to the employees updated training programs on safety matters and issues as it deems necessary.
3. Employees agree that the duties and tasks performed by them shall be performed in a safe and healthful manner.

**B. Safety Equipment**

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

**C. Employee Alertness**

1. The most effective safety equipment an employee possesses is an alert mind. Conversely, an employee whose judgment, reactions and analytical processes are impaired or influenced by alcohol or drugs poses a risk to himself, his fellow officers and employees, and to the public. The City, therefore, expressly retains the right as explained in this Article to verify that employees and officers covered by this Agreement are alert and are not under the influence of alcohol, controlled substances, drugs, or other conditions which would tend to affect or impair judgment, reactions or thought processes.
2. The parties recognize the problems associated with alcohol and drug abuse in the work place and recognize the safety hazard which would be presented if a unit employee worked while under the influence of alcohol, intoxicating drugs or controlled substances. The parties further agree that a testing procedure with both privacy and accuracy safeguards is one appropriate means to protect the safety of employees in the unit. The parties to the Agreement, therefore, wish to evidence their agreement to the concept of accurate drug and alcohol testing implemented with adequate safeguards to preserve employee's privacy and prevent abuse, as per attached drug and alcohol policy and "Chain of Custody" policy.

**D. Drug, Alcohol and Substance Abuse Policy**

1. The City reserves the right, for reasonable suspicion, to require an employee to submit to drug, alcohol or substance abuse testing.
2. "Reasonable suspicion" for purposes of this Article includes, but is not limited to the following:
  - a. A critical incident has occurred while on duty for the City or at the employee's work location.
    - i. An accident involving a City vehicle or equipment causing damage to property or persons, in combination with any factors in (b) below.
    - ii. Employee manifests mental or physical impairment sufficient to raise doubt that normal tasks can be safely or effectively performed.
    - iii. Employee is observed with illegal drug or drug paraphernalia in possession for possible sale or use; employee is observed with open container of alcohol in work area or vehicle.
  - b. Documented objective facts and a reasonable inference drawn from those facts that an employee is under the influence of drugs, alcohol or substance. Such objective facts may

include characteristics of the employee's appearance, behavior, mannerisms, speech, or body odors. Components of such documentation should include:

1. equilibrium,
2. manner of speech,
3. mental reactions,
4. odor of intoxicants on breath or clothing,
5. eyes,
6. general appearance,
7. physical actions, and
8. work behaviors.

**E. Employee Assistance Program**

City shall maintain an Employee Assistance Program (EAP). Such program shall endeavor to provide counseling services for personal and family member problems related to marital/family, relationship problems, alcohol or drug abuse, stress related problems, depression, and other types of psychological problems, for employees in need of such referral and intervention. The City shall develop a policy guideline for EAP Programs.

**ARTICLE 18 - NO STRIKE/NO LOCKOUT**

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

**ARTICLE 19 – DISTRIBUTION OF MOU**

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

**ARTICLE 20 - EFFECT OF THIS AGREEMENT**

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

**ARTICLE 21 – NOTICE**

Whenever provision is made in this Agreement for the giving, service, or delivery of any notice, statement, or other instrument, the same shall have been deemed as delivered, duly served or given upon personal

delivery or upon mailing the same by United States registered or certified mail, proof of service, to the party entitled thereto at the address set forth below:

Employer

Nevada County Professional Firefighters, L3800:

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

Unit No. 8 Representative  
P.O. Box 2012  
Grass Valley, CA 95945

**ARTICLE 22 - SEVERABILITY SAVINGS CLAUSE**

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

**ARTICLE 23 – TERM OF MOU**

1. Upon the approval of the City Council and ratification by the Local 3800 the terms of this Agreement shall be effective and in full force through June 30, ~~2022~~2023.
2. This Agreement may be extended, modified, or amended; provided, that either party notify the other within one-hundred-twenty (120) days prior to the expiration date of this Agreement of its desires, and both parties mutually agree in writing to, and the City Council approves the extension, modification or amendment. The terms of this agreement shall remain in full force and effect during the pendency of labor negotiations subject to the limitations of the Meyers Milias Brown Act.

**RECOMMENDATION OF REPRESENTATIVES**

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

**CITY OF GRASS VALLEY**

**NEVADA COUNTY PROFESSIONAL  
FIREFIGHTERS**

---

TIM KISER, CITY MANAGER

---

DILLON COWARD, UNIT 8  
REPRESENTATIVE

---

CLAYTON THOMAS, LOCAL 3800  
PRESIDENT



**APPROVAL OF AGREEMENT**

Approval and adoption of this Agreement is made this 28 day of June 2021-2022 by the Grass Valley City Council.

---

BEN AGUILAR, MAYOR

**ATTEST:**

---

TAYLOR DAY, CITY CLERK

**APPROVED AS TO FORM:**

---

MICHAEL COLANTUONO, CITY ATTORNEY

**ATTACHMENT A – SALARY SCHEDULE AND CLASSIFICATIONS**

## **APPENDIX B - PROCEDURE TO MONITOR CHAIN OF CUSTODY**

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

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

A Who will coordinate the urinalysis program? This question really has two parts: What department will be responsible for the program, and who will collect the sample?

B. How will sample tampering be prevented?

C. Chain of custody samples: Starting at the time of collection, a sample's chain of custody must be documented and protected. Chain of custody is a legal term that refers to the ability to trace the sample from the time it was donated by the employee or applicant through all the steps in the process: from collection, through analysis, to reporting the result.

1. Were the specimen and the reported result correctly matched?
2. It will be further required that each time the sample changes hands or is moved from one place to another, it is signed and kept in a secure area to insure against inadvertent or intentional switching with another sample.
3. The elements of a good chain of custody procedure include the following:

The employee should be supervised while delivering the specimen.

The specimen container/s, preferably tamper-proof, should be banded directly to the person supervising the collection and labeled and sealed immediately. (The sample should be split, with one container held in reserve for possible re-testing).

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

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

The sample should be kept in a secure place such as a locked room or refrigerator until it is either tested or sent to the laboratory.

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

Testing performed at the workplace should be done in a secure location to avoid the

possibility of a passerby exchanging samples.

The sample must be transported to an outside laboratory. It should be mailed in a sealed container. U.S. Mail, or a commercial postal service or courier are all acceptable means for transporting specimens.

The specimen must be in the same condition when offered as evidence as it was when taken, unless the change is for a justified purpose such as an alteration required for the testing procedure.

- D. Further items to be addressed concern the documentation procedures and consequences when an employee:
  - 1. Refuses to submit a specimen; or
  - 2. Alleges that he/she cannot provide a specimen.
- E. Maintenance of confidentiality by facility and employer:
  - 1. If the medical department does the testing and the results become part of the medical file, that file is protected under law.
  - 2. Stringent confidentiality is required by all departments of the City. Unless there is justifiable reason to know the test results, the information should be confidential.







## City of Grass Valley City Council Agenda Action Sheet

**Title:** Grass Valley Police Officer's Association - July 1, 2021 - June 30, 2023

**Recommendation:** Adopt Resolution No. 2022 - 57 approving the Labor Memorandum of Understanding for a one-year period beginning July 1, 2022 through June 30, 2023 between the City of Grass Valley and City of Grass Valley and the Grass Valley Police Officer's Association (Unit 6).

**Prepared by:** Andy Heath, Administrative Services Director

**Council Meeting Date:** 06/28/2022

**Date Prepared:** 06/20/22

**Agenda:** Consent

### **Background Information:**

Over the course of the last month, the City's labor negotiations team has been meeting with representatives of Grass Valley Police Officer's Association ("GVPOA") ("Unit 6") to come to an agreement on terms and conditions for an updated Memorandum of Understanding ("MOU") effective July 1, 2022. The City's labor team and Unit 6 have concluded the negotiations process; and Unit 6 has duly ratified the updated provisions to the MOU which are now being recommended for City Council approval.

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

MOU Provision	Estimated Annual Incremental Cost
1. Term of Agreement - July 1, 2021 - June 30, 2023 (Note: the effective date will be June 26, 2022, the first day of a new pay period) - 5% COLA and budgetary cost-neutral impact of conversion of Holidays to base salary (6.65%).	\$111,290 (General Fund) \$48,910 (Measure E Fund)

### **Council Goals/Objectives:**

The approval of an updated labor MOU between the City and Unit 6 executes portions of work tasks towards achieving / maintaining (1) a Productive and Efficient Workforce, and (2) Community Safety.

**Fiscal Impact:**

The estimated incremental annual costs of \$160,200 effective for the beginning of the FY2022/23 has been included in the recommended budget for FY2022/23.

**Funds Available:** Yes**Account #:** General Fund  
Measure E Fund**Reviewed by:** Tim Kiser, City Manager \_\_\_\_\_**Attachments:**

- Resolution No. 2022-57 - Approval of Unit 6 Memorandum of Understanding
- Memorandum of Understanding - Unit 6



**RESOLUTION NO. 2022-57**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY  
ADOPTING AN AMENDED MEMORANDUM OF UNDERSTANDING WITH  
THE GRASS VALLEY POLICE OFFICERS ASSOCIATION (UNIT #6) FOR  
THE PERIOD JULY 1, 2022 – JUNE 30, 2023 AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE SAID AGREEMENT**

**WHEREAS**, the labor negotiations team appointed to represent the City Council of the City of Grass Valley and representatives of the Grass Valley Police Officer's Association (Unit #6) have engaged in negotiations to update the labor Memorandum of Understanding ("MOU") between the City and Unit 6; and

**WHEREAS**, the parties came to an agreement which incorporates updates to the attached updated MOU;

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

1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The City Council of the City of Grass Valley approves the updated Memorandum of Understanding for the Grass Valley Police Officer's Association (Unit #6) for the period of July 1, 2022 through June 30, 2023 and authorizes the City Manager to execute said agreement.

**PASSED AND ADOPTED** as a Resolution of the City Council of Grass Valley at a meeting thereof held on the 28<sup>th</sup> day of June 2022 by the following vote:

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF GRASS VALLEY CITY COUNCIL**  
**AND**  
**THE GRASS VALLEY POLICE OFFICERS' ASSOCIATION**  
**FOR AND ON BEHALF OF**  
**THE EMPLOYMENT CLASSIFICATIONS IN THE**  
**CITY'S UNIT #6**  
**POLICE SERGEANT/POLICE OFFICER/POLICE OFFICER TRAINEE**

Effective July 1, ~~2021~~2022 – June 30, ~~2022~~2023

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## **INTRODUCTION**

This Memorandum of Understanding hereinafter referred to as the "Agreement" or "MOU" is made and entered into by and between the City of Grass Valley, hereinafter referred to as the "City", and the Grass Valley Police Officers, Police Officer Trainees and Police Sergeants, hereinafter referred to as the "Unit" or the "Employees".

## **ARTICLE 1 – RECOGNITION**

The City recognizes the Employees who collectively are referred to as "Grass Valley Police Officers Association" as the sole and exclusive representatives of Police Sergeants and Police Officers/Trainees and other sworn positions as may be allocated by the City with concurrence from the Unit.

## **ARTICLE 2 – SUPPORT OF AGREEMENT**

During the term of this Agreement, the City agrees not to meet and confer with any other organization on matters upon which the Employees is the exclusive representative and which is within its scope of representation. Employees agree to meet and confer only with the representative(s) officially designated by the City to act on its behalf, and to utilize the meet and confer process as the means of gaining consensus as to wages, hours and conditions of employment.

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

## **ARTICLE 3 – ASSOCIATION RIGHTS AND DUES DEDUCTIONS**

### **A. Association Rights**

The Association shall have the following rights:

The Association shall have the right of access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods and at other times, only with the approval of the Police Chief.

The Association may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Association and shall bear the date of posting and the date of removal. Posted materials shall not be obscene, defamatory, or of a partisan political nature, misleading, violative of any Federal, State, or local ordinance, law, statute or rule. Such material shall not pertain to public issues which do not involve the City and its relations with employees. A copy shall be provided to the Police Chief.

The Police Chief or his/her designee, upon request, may permit the Association to use facilities,

depending upon availability of space, for meeting purposes at no charge. No request for use of the City facilities shall be unreasonably refused.

Employees shall not be given time off for meetings of the Association unless approved by the Police Chief.

The Association shall furnish annually and update as required a list of all officials and representatives authorized to act on the Association's behalf. The City agrees to grant authorized officials and representatives access to City property to transact officially the Association business upon prior notice to the City Manager.

**B. Union Access to Employees**

The City agrees that for purposes of representation on issues covered by this agreement, official representatives of the Union may meet with unit employees on City facilities during working hours, provided that prior notification has been given to the appropriate supervisor. The Union agrees that such meetings shall not interfere with the normal work duties of the employees.

Solicitation for membership in the Union or other internal association business not directly connected to administration of this agreement shall be conducted during the nonwork hours of all employees involved.

City facilities may be made available for use by City employees or the Union in accordance with such administrative procedures as may be established by the City Manager or Department Heads concerned.

City will provide a written statement to each new bargaining unit employee that the classification is part of a bargaining unit represented by the Union, and the name of a representative of the Union. City will provide the Union President not less than ten (10) days' notice of the onboarding orientation meeting, including the date, time, and location of the orientation meeting. If a bargaining unit employee's first day of work begins less than ten (10) days after the date the employee is hired, the 10-day notice requirement may be reduced, and City will instead provide as much advance notice as reasonably possible of the orientation meeting.

The City will allow a Business Representative of the Union and/or outside labor representative to spend up to fifteen (15) minutes with the new unit member at the end of the onboarding orientation meeting in order to provide information and materials about the MOU and related matters. No representative of City management shall be present during the Union's presentation. A bargaining unit member attending the onboarding orientation meeting as the Union representative shall be given paid release time sufficient to cover the Union's presentation and related travel time. The Union will provide the Human Resources Department with the names of any bargaining unit members who they request to be released for this purpose as soon as reasonably possible, and at least 48 hours before the meeting.

To the extent required by Government Code Section 3558, City shall provide the Union

President with a list of names and contact information (listed below) for any newly hired unit member within 30 days of the date of hire or by the first pay period of the month following hire. City shall also provide the Union a list of all unit member names and contact information on the last working day of September, January, and May. The information shall include the following information except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

- Employee name,
- Job title,
- Department,
- Work location,
- Home address, and
- Work, home and personal telephone numbers and personal email addresses on file with the City.

### **C. Dues Deductions**

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

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

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

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

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



Any Association member who notifies the City of their desire to discontinue dues or otherwise withdraw from Association membership shall be referred back to the Association. The City agrees to continue all dues deductions until notified of a deduction change by the Association

#### **ARTICLE 4 - PROCEDURAL PREROGATIVES**

It is understood that the City retains the procedural prerogative to initiate or to refrain from initiating actions that may affect association members' wages, hours and conditions of employment and that such actions, once initiated by the City are subject only to the express procedural limitations that may be set forth in the MOU, Civil Service Rules, Charter or other law. Such matters include, but are not limited to, the procedural rights to contract out work not performed by active association members, to transfer, lay-off, terminate or otherwise discipline employees, to reasonably accommodate qualified disabled persons/employees, to make technological improvements, and to take necessary action to implement the terms and conditions of the MOU.

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

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

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

It is understood and agreed that the specific provisions contained in this MOU shall prevail over City practices and procedures and over State laws and the City Charter to the extent permitted by State law, and that in the absence of specific provisions in this MOU, such practices and procedures are discretionary with the City. Nothing contained in this MOU shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein.

If a conflict arises between this MOU and a City Charter provision or resolution incorporated herein, the City's Charter provision or resolution shall prevail.

## **ARTICLE 5 - HOURS OF WORK AND BASIS OF COMPENSATION**

### **A. Pay Periods**

The "pay period" shall be fourteen (14) calendar days from Sunday (starting at midnight Saturday) to midnight of the second Saturday thereafter, and refers to the period for computing compensation due for all working hours during that period. Actual payment of payroll shall be made the ensuing Friday at noon following the end of the pay period.

### **B. Work Periods**

The normal work schedule shall be eighty (80) hours within each work period for each full-time employee assigned to a 12 hour shift schedule and eighty (80) hours within each work period for each full-time employee assigned to an eight (8) or ten (10) hour shift schedule, and shall coincide with the established two (2) week period (consisting of 14 days or two weeks) from Saturday midnight to the second Saturday at midnight. Continuous work after midnight at the end of a work period shall be reported on the day in which the work shift began. The City shall have the right to implement schedules containing shifts of greater than (8) hours following proper notice and the opportunity to meet and confer.

The City shall have the right to implement schedules containing shifts of greater than eight (8) hours such as four (4) ten (10) hour shifts or three (3) twelve/(4) twelve (12) hour shifts upon 14 days notice to effected employees. Any hours worked beyond such schedules by non-exempt employees shall be paid at the overtime rate.

The hours of employment and legal holidays to be observed shall be with regard to convenience of the public.

Employees will be paid during their lunch period.

### **C. Calculation of Compensation**

Compensation shall be calculated on the basis of 2,080 hours per year and twenty-six (26) equal pay periods per year. Compensation is based on the hourly rates and pay schedule set forth in Appendix A. Adjustments in hourly rates are rounded up to the nearest cent, but may not exceed the top of any pay range. Pay is based on 2,080 hours with hourly rates rounded to the nearest cent. The payment of compensation shall be calculated to the nearest one-fourth (1/4) hour.

### **D. Work Shift**

The normal work shift means each shift during which an employee performs a normal working shift of continuous work hours as designated by their assigned classification or duty/specialty assignment, including holidays, Saturday and Sunday for those employees who work other than the regular Monday through Friday week. All time authorized in excess of a normal working shift shall be administered pursuant to Article 6.

## **ARTICLE 6 - OVERTIME, CALLBACK, STANDBY, COURT TIME, SPECIALTY PAY**

### **A. Overtime**

#### **(1) Policy:**

It is the policy that overtime work be discouraged; that the Police Chief arrange the work of his or her department so that full-time employees shall normally work not more than eighty (80) hours in any pay period. Overtime work shall be held to a minimum consistent with the efficient performance of necessary functions.

#### **(2) Defined:**

An employee authorized to work over their work shift or their duty assignment or over eighty (80) hours in a pay period will receive overtime. All hours compensated will be included for overtime purposes.

All work authorized as overtime shall be calculated at the overtime rate, which is one and one-half (1-1/2) times the regular hourly rate of pay.

#### **(3) Authorization for Overtime Work:**

Overtime work not specifically authorized shall be performed only upon express authorization of the Police Chief or subordinate empowered by him/her to authorize the same.

#### **(4) Reporting Overtime:**

Total hours of recorded authorized overtime for each pay period for each employee shall be reported on an attendance report and shall be signed by each Police Chief or his or her designee. The total hours of prior accumulated compensatory time taken off during each pay period shall be likewise reported.

#### **(5) Fringe Benefits Not Affected by Overtime:**

Overtime work shall not be a basis for increasing vacation or sick time leave benefits, nor shall it be a basis of advancing completion of required period for probation or salary step advances.

#### **(6) Compensation for Overtime:**

Employees shall have the option of either taking authorized overtime as pay or accrued as compensatory time. The balance of any accumulated Compensatory Time shall be paid upon termination of employment.

Compensatory time may be accrued up to one hundred twenty (120) hours.

### **B. Callback Time**

Callback time shall be that time an employee is called back to work by the Police Chief before or after a normal work day; when an employee is required to work on a normal work day off by the Police Chief; in the event of an emergency; or when an employee is required to work on any

holiday recognized by the City Council. The time actually worked or a minimum of two (2) hours at one and one-half (1-1/2) times the regular hourly rate of pay shall be accrued as compensatory time, or taken as pay subject to the same rules for compensation for overtime provided above.

**C. On Call Pay**

At the discretion of the Police Chief, or designee, an employee may be assigned and scheduled to on-call status during off-duty hours. On-Call shall be paid at the rate of \$1.25 per hour for each hour that an employee is assigned to be On-Call.

**D. Standby Time**

Standby time shall be that time an employee is designated by the Police Chief to be available on immediate call (for example; court standby, fires, riots and critical incidents) on normal days or hours off, or that time an employee is designated by the Police Chief to be available on immediate call on holidays. If not called, the employee shall be compensated with two (2) hours overtime which may be taken as pay or compensatory time off subject to the same rules for compensation for overtime provided above.

**E. Court Time**

Court time is defined as that period of time when an employee is required to appear in court as part of the performance of his/her normal duties on a day when the employee would not otherwise be scheduled to work. Court time will be compensated only when the employee is required to appear in court in connection with his or her duties at a time when he/she is not otherwise scheduled to be working. An employee will not be granted court time during the same time period that callback time is compensable. Court time may be paid or accrued as compensatory time in the same manner and shall be computed on the basis of three (3) hours or the actual amount of the time the employee is required to appear in court, whichever is greater.

**F. Specialty Pay**

Specialty pay assignments will be made in accordance with Departmental Policies and Procedures and will receive compensation in addition to base pay as noted below. Police Officer Trainees are not eligible for specialty pay.

(1)	Bilingual Pay	5%
(2)	Officer-In-Charge Pay	5%
(3)	Field Training Officer (FTO) (while training)	5%
(4)	Corporal	5%
(5)	Traffic Officer	5%
(6)	School Resource Officer (SRO)	5%
(7)	Detective	5%
(8)	Special Assignment Pay - as determined by Chief of Police in accordance with § 571. Definition of Special Compensation.	2.5% or 5%

Bilingual pay will be for languages designated by the Chief of Police and demonstrated proficiency. Number of personnel approved for bilingual pay will be limited to meet needs of the City.

Officer-In-Charge pay shall apply only to situations when a supervisor and/or manager is not on duty and responsible for the shift or work unit. Only one employee will be designated as an OIC should shifts overlap, and there is not an on-duty supervisor for either shift. An employee designated by the City as acting in the capacity of a Police Sergeant shall receive a 5% increase to base pay, providing the assignment and responsibility is for four (4) or more hours of continuous duty. The 5% increase to base pay shall be computed and applied on an hourly basis.

A specialty pay cap of fifteen percent (15%) shall apply; however, bilingual and officer-in-charge pay will not apply toward this cap.

**G. Educational Incentive and POST Incentives**

1. The City shall offer an academic educational incentive program with a maximum cumulative ceiling of five percent (5%) of base salary for Police Sergeants and seven and one-half percent (7-1/2%) of base salary for Police Officers. Only certificates and degrees granted by accredited institutions which are above their minimum education requirement of the employee's position and enhance the employee's abilities and contributions will be considered. College units obtained to qualify for an incentive cannot be compounded to qualify for an additional incentive. For example, units used to obtain an AA/S and then utilized to obtain a BA/S cannot yield incentives for both degrees.

a. Eligible Degrees for Police Officers:

<u>Degree</u>	<u>% of Base Salary</u>
Associate of Arts or Science	2.5%
Bachelor of Arts or Science	5.0%
Master of Arts or Science	2.5%

b. Eligible Degrees for Police Sergeants:

<u>Degree</u>	<u>% of Base Salary</u>
Bachelor of Arts or Science	2.5%
Master of Arts or Science	2.5%

2. The City shall offer a POST incentive program with a maximum cumulative ceiling of 5% of base salary for a combination of the below listed certificates. This incentive shall not be paid to employees in classifications that require such certifications as a minimum requirement for the position occupied.

<b><u>Certificate</u></b>	<b><u>% of Base Salary</u></b>
Intermediate	2.5%
Advanced	2.5%
Supervisory	2.5%
Management	2.5%

## **H. Longevity Pay**

The City shall pay two and one-half percent (2.5%) of base rate for longevity pay upon completion of ten (10) years of continuous service as a member of Unit 6.

## **ARTICLE 7 – LEAVE**

### **A. Absence from Duty**

The absence of an employee from duty shall be reported to the Police Chief. The reasons for the absence, if known, shall be stated. The return of an employee to duty shall likewise be reported. Unauthorized absence from duty is sufficient cause for discipline up to and including termination of employment. Unauthorized absence from duty for five (5) consecutive scheduled work shifts shall be deemed a resignation from City employment.

### **B. Sick Leave**

Sick leave shall be considered as a privilege by an employee to use at his/her discretion as provided herein.

Police Officer Trainees shall accrue 2.77 hours per pay period while in the Academy. Police Officers shall accrue 2.77 hours per pay period for the first four (4) years of service and 3.69 hours per pay period thereafter. Police Sergeants shall accrue 3.69 hours of sick leave per pay period. If any employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken may be accumulated from year to year without limit.

Sick leave accrual, if available, will be used for the following circumstances:

- a) The absence from duty of an employee because of his/her illness, pregnancy or related complications, quarantine due to contagious diseases.
- b) The absence from duty of an employee due to the preventative care, diagnosis, care or treatment of a health condition of the employee's family member or other purposes authorized by Labor Codes Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking).. For the purposes of this provision, family member shall be restricted to the employee's biological parent, foster parent, adoptive parent, sibling, spouse, domestic partner, child, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step parents, stepchildren, step sibling, where there is a child rearing relationship, or a person who stood in loco parentis when the employee was a minor child.
- c) Medical appointment of an employee.

- d) The absence from duty of an employee due to medical appointment or illness of his/her spouse, domestic partner, child or parent to the extent provided by California Law (specifically AB 109, known as the "Kin Care" legislation effective in 2002, and SB 1471 as enacted in 2003)..
- e) The City of Grass Valley may allow the use of sick leave due to the illness/medical appointment of other relatives of the employee, if such relative is living in the same household as the employee.

Sick leave due to a medical appointment must be approved in advance by the employee's immediate supervisor. Other leaves provided for due to illness or medical complications shall be provided consistent with other leave conditions herein and within the Federal and State Family Leave Acts.

If absence from duty by reason of sickness extends beyond the period of three (3) consecutive working shifts, the employee may be required to file, with the Human Resources Office, a certificate of sickness or disability prepared by a regular, licensed and practicing physician prior to entitlement to sick leave pay. A copy of this certificate shall also be filed with the Police Chief. All employees whose absence from duty because of sickness extends beyond (1) calendar week may be required to provide a weekly report or certificate by a regular licensed and practicing physician to be filed with the Human Resources Office. Certificates filed under this Section shall detail the nature of the sickness and certify the employee's inability to return to work. If no certificate is filed, salary or wages may be withheld from said employee.

The Human Resources Office or Police Chief may require any employee to furnish a certificate of illness or disability completed by a regular, licensed and practicing physician at any time that the Human Resources Office or the Police Chief is aware of information that an employee is abusing the sick leave privilege. No employee will be disciplined for insubordination based on the refusal to work when he/she has elected to use accrued sick leave but will remain subject to discipline for any abuse of the sick leave, dishonesty in use of sick leave or other grounds for discipline arising from inappropriate use or abuse of sick leave.

Notwithstanding any other provision of this MOU, the City shall provide every employee at least as much sick leave as required by California Labor Code section 245 et seq. as it now exists or may be amended during the term of this Agreement. The City shall inform the Employees when it establishes or alters a policy governing the allowance of such leave.

**C. Extended Medical Leave** (See Civil Service Rules, same title)

Those employees who have been granted an approved extended medical leave shall not be required to provide weekly verification of their medical condition. However, this is subject to the right of the City to require such verification if the City reasonably believes that the granting of medical leave is being abused. Failure of an employee to supply the requested verification of medical condition shall be grounds for terminating extended medical leave.

**D. Bereavement Leave**

Employees shall be granted leave of absence with pay, not to exceed 60 hours per fiscal year, non-cumulative, for purposes of attending funeral services, making related arrangements for the family or travel to and from the location of services on account of the death of any member of his/her immediate family. Member of the immediate family means the mother, step-mother, father, step-father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, brother or sister of the employee, or any relative living in the immediate household of the employee.

It shall be the responsibility of the department to account for such leaves, and leaves of more than 60 hours, if approved, shall be charged against sick leave or other leave accumulations.

**E. Vacation Leave**

Vacation leave will begin accruing immediately upon active service and may be used following completion of (6) months of continuous service. Police Officer Trainees will not be eligible until completion of the POST academy and appointment to active service with the City of Grass Valley Police Department as a Police Officer. For each completed pay period of service and employee shall receive credit for vacation pay in accordance with the following schedule:

Up to two (2) years, ..... eighty (80) hours per year (3.08 hours per pay period)  
 25 months to 5 years, ..... ninety-six (96) hours per year (3.69 hours per pay period)  
 61 months to 10 years, ..... one hundred twenty (120) hours per year (4.62 hours per pay period)  
 121 months to 20 years, ..... one hundred sixty (160) hours per year (6.15 hours per pay period)  
 241 months and over, ..... one hundred and eighty (180) hours per year (6.92 hours per pay period)

Each and every credit of vacation earned by an employee shall be vested to such employee at the conclusion of each pay period of service.

Employees shall be permitted to accumulate accrued vacation hours until reaching the maximum limit of 320 hours for Police Officers and 380 hours for Police Sergeants. Once the employee has reached the maximum limit, vacation accruals over the maximum hour limit will automatically be converted to, and deposited in, a sick leave bank for retirement service credit conversion. The banked sick leave shall only be used to convert to PERS service credit at retirement from the City of Grass Valley. Should the employee utilize all sick leave accruals, all CTO accruals and all but up to 56 hours of Holiday leave, he/she will be entitled to utilize the banked sick leave hours for illness and/or extended medical leave.

Vacations will be scheduled in December and June of each year for the six-month period following the sign-up period. If staffing levels require vacations to be denied, additional time or banking of time will be granted based on a request of the Chief to the City Manager.

Employees may request payment in lieu of vacation accrual in December of each year for the following calendar year. The maximum vacation buyback shall be forty (40) hours for Police Officers and sixty (60) hours for Police Sergeants.



Elective cash-out provisions:

1. Employees utilizing this provision will be required to submit an irrevocable election form by December 31st of the calendar year prior to the calendar year in which the vacation hours to be cashed out are earned.
2. Employees that have submitted an irrevocable election form may submit a vacation cash out request form at any time during the calendar year in which the vacation hours are earned.
3. The actual payment of the requested hours cannot occur until the hours to be cashed out for that calendar year have accrued. Cash-outs for hours accrued in prior years are not allowed.
4. Employees that submitted an irrevocable election form in the prior year but did not submit a cash out request shall receive their vacation cash out by the last paycheck of the calendar year in which the vacation hours are earned.
5. Payment will be issued at the employee's current regular rate of pay at the time the payment is made.

**F. Holidays Pay**

Personnel assigned to the following classifications are not granted official City holidays as days off with pay:

- Police officer Trainee
- Police Officer
- Police Sergeant

Effective July 1, 2022, in lieu of City holidays, these employees shall receive 6.65% increase in base salary.

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

All remaining holiday hours currently on the books shall be paid out at straight time rate effective July 1, 2022.

~~Holidays are those days or hours designated as such by or pursuant to this MOU, City ordinance or resolution.~~

~~Employees will accrue a maximum of 162 holiday hours each calendar year at an accrual rate of 6.23 hours per pay period. Employees may schedule holiday time off in accordance with Department procedures. Police Officer Trainees will not be eligible until completion of the POST academy and appointment to active service with the City of Grass Valley Police Department.~~

~~Hours accrued but not used by the end of the last full pay period in November each year will be cashed out at the employee's regular hourly rate of pay and paid to the employee in the first pay~~

~~date in December each year.~~

~~A payout of hours accrued but not used by the end of the last full pay period in May of each year will be cashed out at the employee's regular hourly rate of pay and paid to the employee in the first pay date in June each year.~~

**G. Jury Duty Leave**

An exempt employee shall be paid his/her normal salary for each work day, or portion thereof, he/she is required to be in jury duty. Any money, less travel expenses, received by the employee for jury duty shall be remitted to the City by the employee.

**H. Community Service and Professional Organization Participation**

The City encourages employees to participate and be involved in community service and professional organizations.

Upon approval by the City Manager, the City may make a reasonable amount of paid release time available for employees to represent the City and to participate and be involved as a member or officer in a community service, professional organization, excluding fraternal organizations. Further, the Council recognizes that certain expenses may be incurred by an employee to be an active member or to participate in such an organization. Therefore, upon approval by the City Manager, the Council shall budget and pay or reimburse, on behalf of the employee, expenses for his/her membership and attendance of such costs as dues, fees, assessments or charges associated with participating in the organization up to \$250 per fiscal year.

**I. Family and Medical Care Leave**

Regular full time employees, with more than one (1) year of continuous service, or have worked more than 1250 hours during the previous 12-months, may request an unpaid Family and Medical Care Leave of absence of up to 12-weeks in any one continuous 12-month period. This leave may be taken for the birth or adoption of a child, to care for a child, spouse or parent who has a serious health condition or for the employee's own health condition that makes the employee unable to perform the essential functions of their job. If this leave is granted, upon the employee's return, the employee will be reinstated to the same or a comparable position as the position held before the leave. Available accruals must be used for such leaves. For leaves related to an employee's own serious health condition, or that of an eligible family member, sick leave will be utilized first, followed by other accruals (i.e., holiday, CTO, vacation). If all available accrual is depleted, an employee may continue on an unpaid leave until the 12-week maximum leave is taken. If an employee desires to take an FMLA leave not associated with the serious health condition of him/herself, or an eligible family member, sick leave hours accrued may not be used (i.e., adoption of a child, birth of a child).

An employee may elect to keep forty (40) hours of sick leave in their accrual bank prior to taking unpaid time off.

Whenever possible, the employee must provide at least thirty (30) calendar days written notice

that the employee wishes to take this leave of absence. When this is not possible, the employee must notify the City, in writing, as soon as possible. Failure to comply with these notification rules may result in the denial or deferral of the requested leave until the employee complies with the notice provisions.

The City will require the certification from the health care provider who is attending to the serious health care condition of the employee, employee's child, spouse or parent before allowing the employee to take a leave to take care of that family member. If there is a question concerning this certification, the City reserves the right to require additional certification(s) at City expense.

Unless otherwise agreed to by the City, any Family and Medical Care Leave must be taken in segments of one (1) full workday.

If the employee is pregnant, the employee has the right to take a maternity leave and some amount of Medical Care Leave. The employee should check with Human Resources to determine eligibility under such circumstances.

The cost of the employee's health care coverage while on a Family and Medical Care Leave less any portion of the premium the employee is required to pay will be paid for by the City for up to twelve (12) weeks. If the employee does not return from leave, the employee will be responsible for reimbursing the City for the insurance premiums paid on the employee's behalf.

While the above provisions will apply to most employees in most circumstances, there are certain exceptions under which the City may refuse to grant a Family Care Leave.

## **ARTICLE 8 – RETIREMENT BENEFITS DEFINITIONS**

### **New Member Employees:**

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California Public Retirement System.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013 and is not eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of greater than six months.

### **Classic Member Employees:**

- A member who was brought into CalPERS membership for the first time before January 1, 2013.
- A member who was brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013 and is eligible for reciprocity.

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

**A. New Member Retirement Benefits**

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

**B. New Member Retirement Contributions**

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

**C. Classic Member Retirement Benefits**

**Retirement Benefits – Tier 1**

Employees hired before July 1, 2011 and designated as local public safety members by the City are provided retirement benefits under the California Public Employee's Retirement System Local Safety 3% at 50 formula.

**Retirement Benefits - Tier 2**

Employees hired after June 30, 2011 and designated as local public safety members by the City are provided retirement benefits under the California Public Employee's Retirement System Local Safety 3% at 55 formula.

**D. Classic Member Retirement Contributions**

Total Classic Employee pension contribution shall be 12% of salary.

**E. Social Security**

Employees are also provided retirement benefits under Social Security. The employee shall pay the full amount of the employee's contribution rate to Social Security. The City shall pay the employer contribution.

**F. Supplemental Retirement Benefits**

The City shall pay a supplemental retirement benefit to each eligible employee covered under the terms of this MOU who attains normal retirement age as defined in California Public Employees' Retirement Law. The term "eligible employee" is limited to those employees who leave City employment for the sole reason of retiring under a PERS regular service retirement and at least five (5) years of service with the City. No minimum years of service is required for disability or industrial disability retirement provision.

The benefits provided under the terms of this Section shall be a one-time lump sum payment, calculated on the basis of fifty percent (50%) of the straight time value of the retiring employee's accumulated but unused sick leave, up to 400 hours on the date that the employee retires from City employment. The reference to sick leave days in this Section is for purposes of calculating the

benefit provided under this Section only, and shall not operate to "vest" sick leave hours, or otherwise create any entitlement to pay for those sick leave hours for an employee who terminates employment prior to attaining normal retirement age as defined in this sub-part. The straight-time value of the retiring employee's sick leave hours shall be computed solely and exclusively on the basis of the non-overtime normal wage rate paid to the employee, and no overtime premiums, or any other type of premium pay or pay for working out-of-class or employee benefits or other forms of non-straight time wage compensation shall be used for purposes of calculating the benefits due under this Section.

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

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

#### **G. Retiree Health Insurance Benefit**

(1) Employees hired prior to January 1, 2016 and retiring from the City under PERS, after twenty-five (25) or more years of City service, are eligible for the following retiree health insurance benefit:

(a) Three Hundred Dollars (\$300.00) per month, not including the statutory administrative fee for PERS coverage.

(2) For employees ineligible for the retiree health insurance benefit above that elect to participate in the health insurance plan as a retiree the City will pay the statutory administrative fee for PERS coverage.

(3) Eligibility and Term. To receive the benefit provided in F (1) of Article 8, a retiree must provide annual evidence of health insurance coverage to the Human Resources Department. Such benefit will cease upon the retiree receiving group medical insurance coverage from another employer or receiving coverage through Medicare or upon being eligible for Medicare. If a retiree

covered under another employer's group medical insurance loses such coverage, this benefit will start or restart until the retiree is otherwise ineligible.

## **ARTICLE 9 – SALARY SCHEDULE**

### **A. Salary Schedule**

Salaries shall be as set forth in the Unit's salary schedule, attached hereto as Appendix A to this MOU.

### **B. Salary Adjustment**

- Effective the first full pay period following July 1, 2022 pay rates for all unit classifications shall increase by 5%.

~~Effective June 27, 2021, the City shall implement the following equity adjustments:~~

- ~~Police Officer — 5%~~
- ~~Police Sergeant — 5%~~

### **C. Shift Differential**

1. An employee, whose shift that has 50% or more of hours worked between the hours of 5:00 p.m. and 5:00 a.m., shall be paid an additional night shift differential of five percent (5%) of their hourly adjusted base wage, per shift worked.
2. An employee, who is *assigned* a rotational shift that has 50% or more of hours worked between 5:00 p.m. and 5:00 a.m., shall be paid an additional night shift differential of five percent (5%) of their hourly adjusted base wage, for all hours worked outside of the rotational shift (I.E.: Court, shift shortages, training, Departmental needs etc.), up to a maximum of 3 months.
3. The above provisions are subject to change by the Chief of Police or his designee, on a case-by-case bases, to ensure appropriate application of these provision and to suit the needs of the department.

### **D. Rules for Use of Salary Schedule**

1. In the general schedule of pay ranges established by the City Council each classification within a department has an applicable range consisting of five steps.
2. All appointments from an eligibility list will enter the probationary periods at the base salary of the range applicable to the job. The City Manager and Chief of Police may recommend elevation above the entry level step to compensate for education and experience.

3. All employees shall be eligible for a merit step increase to the next step in pay range every twelve (12) months until the end of his or her pay range, if recommended by the Chief of Police and approved by the City Manager that such employee's job performance satisfies the City and department standards relating to such employees.  
Employees denied a merit increase will be eligible for reconsideration no later than three (3) months following their initial review date.
4. An employee promoted from a promotional eligibility list to a position in a higher pay range will be placed at the minimum of the new range, or at a level in the new range to provide a minimum 5% increase in the regular rate of pay. Any new pay rate upon promotion may not exceed the top of the pay range. The date of the promotion will establish a new anniversary date for the employee's future merit increases. Should a promotion occur concurrently with the employee's evaluation, and the employee is eligible for a merit increase, the merit increase is to be included in the base salary before the promotion.
5. Upon reduction in force, permanent employees may be appointed to a classification with a lower pay range. An employee assigned by management to a position in a lower classification shall be placed at the step in the new range to provide an approximate 5% decrease in regular pay. The anniversary date for future merit increases will be the date of the appointment to the lower classification.
6. Allocation to a class with Lower Salary Range: If the salary range of the new class to which an employee's position is allocated has a maximum step lower than that of his/her current class, but not lower than his/her actual salary, he/she should continue to receive his/her present salary until his/her next anniversary date, which remains unchanged, at which time he/she would be eligible for a merit increase in the new range. If the top of the new range is lower than the current salary, then the salary will be reduced to an amount not to exceed the top of the new range effective the next full pay period one year from the re-allocation date.
7. A reclassification may result if the job, responsibilities, duties, requirements, skills change to a degree that the position needs to be placed in a new classification. If the reclassification impacts only the incumbent employee and the employee is qualified for the position, they will be placed in the position. If more than one employee is impacted and each is qualified, an internal review of the employees will be completed to select the best qualified person for the position. A reclassification will result in the elimination of the old position if it is a single person position and be replaced by the new position, as by the very process the position has fundamentally changed. A reclassification is not a promotion and does not carry with it an automatic pay increase. If the employee's salary is currently below the minimum of the new range, the employee's salary will be increased to meet the minimum of the new range. A reclassification will not change the employee's annual evaluation date. The employee will be able to move through the new pay range based on the normal evaluation and merit process.

## **ARTICLE 10 – HEALTH AND WELFARE**

**A. Insurance Benefits:**

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

(1) For the term of this agreement the City will pay a monthly set rate for health insurance (Medical, Vision, and Dental) based on the employee's medical coverage selection as follows:

- a. For Employee only - \$814.00;
- b. For Employee plus 1 dependent- \$1,622.00;
- c. For Employee plus 2 or more dependents- \$2,130.00

(2) Employees electing to waive medical insurance coverage will receive a payment of \$305 per month (a rebate) if evidence of similar or better coverage from another source is provided (effective May 1, 2012). Employee may use this rebate to pay for elected dental and vision coverage.

(3) The City shall supply and administer group health and welfare benefits on behalf of each eligible unit member. Said benefits shall include, but not be limited to health, dental, vision, and life.

(4) The City shall provide term life insurance coverage in the amount of \$50,000.00 for each employee, \$5,000.00 for the employee's spouse, and \$1,500.00 for other eligible dependents without cost to the employee.

(5) All benefits shall be subject to the standard provisions set forth in the policy or policies, or PERS regulations.

(6) Disputes concerning the hospital/medical, dental, vision and life insurance as provided, including but not limited to questions as to the scope of benefits or disability coverage, eligibility, and premium rate shall not be subject to the Grievance Procedure.

**B. Gym Membership**

Gym membership will be provided to Police Officers and Police Sergeants at no cost. Members are required to meet physical standards as a condition of employment.

**C. Short Term Disability Insurance**State Disability Insurance

SDI is now in force for bargaining unit employees. The employee is entitled to supplement weekly SDI benefits with accumulated leave time up to the amount of his/her regular monthly salary.

~~So long as it is available on a bargaining unit wide basis only, and solely at employee expense, the City of Grass Valley agrees to take the necessary steps to enroll the employees in the bargaining unit in the State of California State Disability Insurance (SDI) Program. It is~~



~~understood and agreed that any such program will be on an integrated basis (with sick leave or other accruals, as appropriate) and funded by employee payroll deductions, there shall be no employer contribution. If a less expensive optional program becomes available, the City and the POA will meet to allow the change for the employee group.~~

## **ARTICLE 11 - SCHEDULING OF SHIFTS**

The Police Chief or his/her designated subordinate representative or under the direction of the City Council may change or alter the shifts so that the highest level of protection to life and property may be maintained. To the extent possible employees will be provided a two week notice of changes to their daily shift hours.

The Police Chief or his/her designated subordinate representative or under the direction of the City Council may assign one hundred percent (100%) of the total number of employees of the Police Department to work overlapping shifts in cases of criminal investigations, riots, civil disturbances, strikes or emergencies.

The decision of the Police Chief or his/her designated subordinate representative or under the direction of the City Council shall be final and not subject to the grievance procedure. All shifts shall be scheduled at least forty-five (45) days in advance.

## **ARTICLE 12 – UNIFORMS**

(1) Employees shall receive a uniform reimbursement not to exceed Eight Hundred Seventy Five Dollars (\$875.00) per fiscal year.

Employees designated as Detectives and Motor Officers will receive an additional uniform reimbursement of five Hundred Dollars (\$500.00) per fiscal.

(2) Employees may have one (1) uniform per week professionally cleaned at an established vendor. Detectives may substitute a professional cleaning of slacks/shirt/jacket once per week in lieu of a uniform cleaning.

(3) Annual reimbursement totals for uniforms paid by the City will not accrue beyond the fiscal year. Any charges above the allotted totals will be paid by the employee.

(4) Employees hired as Police Officer Trainees attending the academy at the City's expense will be provided the required uniforms for the academy. Police Officer Trainees are not eligible for Uniform Reimbursement until graduation from the academy and placement into active service as a Police Officer with the City of Grass Valley.

(5) To comply with the special compensation requirements of CalPERS, the City shall report to CalPERS periodically as earned the value of the uniform allowance above for classic members (as defined by CalPERS) – the total value to be reported to CalPERS is: \_\_\_\_ per pay period for the uniforms. For classic members, the City and employees will be required to make required

employer and employee contributions based on this special compensation in the applicable employer/employee contribution amounts. For example, classic members will be required to make the required employee contribution on this amount. Pursuant to CalPERS regulations, the value of uniforms and uniform cleaning for new members (as defined by CalPERS) does not count as special compensation.

### **ARTICLE 13 –RESIDENTIAL MILEAGE RESTRICTION**

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

### **ARTICLE 14 –VEHICLE USE, PARKING**

#### **A. Detective Officer/Sergeant Vehicle**

Employees may be assigned a take home vehicle. The assignment of the vehicle is to reduce response times, to allow for direct response to crime scenes, and to respond as may be necessary for call back or if placed on stand-by. The vehicle is the property of the City and it to be treated and used accordingly. The vehicle may be redirected to other needs of the department at the direction of the Chief. If the employee is not available for a period of time, the vehicle will be left at the Police Department for other uses (i.e. on vacation, extended leave, sick leave).

### **ARTICLE 15 - REDUCTION IN FORCE AND RE-EMPLOYMENT**

#### **A. Layoff/Furlough Provisions:**

(1) In lieu of layoff, the City may pursue a furlough or reduction of hours on a department basis as follows:

- (a) City Council makes a finding that for reason lack of work, lack of funds, or for reorganization that a reduction in services is needed.
- (b) City identifies the need for a reduction by part or whole position equivalency within a department.
- (c) Department Head consults with employees to explore alternatives.
  - 1. Voluntary furloughs/hours reduction sought first
  - 2. Involuntary furloughs or reductions in hours may be imposed on a uniform basis by class within department, not to exceed 80 hours per year. Should the City desire to utilize more than eighty (80) hours involuntary furlough days in a year, The Grass Valley Police Employees will be consulted and shall have the option of agreeing to permit the City to utilize up to an additional 40 hours of involuntary leave for a total of 120 hours or refusing such request. If such request is refused, the City shall have the option of reducing the force through layoffs.
  - 3. In lieu of taking actual furlough time employees may elect to pay a higher portion of city provided benefits (i.e. health insurance) in an amount equal to the total

savings that that would have been realized by the furlough time. Equivalent paid time may be taken off. Savings must be achieved within the same time period (fiscal year) as the assignment of furloughs.

4. Benefit accruals shall not be reduced for employees. Insurance shall still be paid by the extent agreed to by the City. Leave accruals will continue at the full time rates. Retirement contribution accounts and related benefits shall be maintained as if no reduction in force had occurred.

**B. Treatment of the Employees Laid Off**

(1) When the Police Chief is instructed by the City Council to reduce the number of employees in the classified service within his/her department, lay-off shall be made in accordance with the following rules:

- (a) Employees to be laid off shall be given a leave of absence for a period of 24 months without pay until the position is re-established whereupon such employee shall be given ten (10) days' notice to accept re-employment.
- (b) The names of each employee laid off shall be entered on the "re-employment list" established by the Personnel Commission and notification as provided in the Commission Rules shall be required. Within ten (10) days of reinstatement, a certificate by a qualified physician or surgeon selected by the Commission, may be required certifying as to his/her physical fitness to perform the service involved.
- (c) Vacation and sick leave accrual rates for reinstated employees will incorporate service time prior to layoff.

(2) The first person laid off from a department within a class, shall be the one with the least length of service within the class and grade since original permanent employment. The person so laid off shall thereupon be restored to a position in a class in the same department in which he/she formerly held a regular position in which:

- (a) The employee displaced shall be considered laid off for the same reason as the person who displaces him/her and shall likewise be restored as provided herein, in a class in which an unfilled position exists, or,
- (b) There is then employed a person with less total length of service since original appointment. The person with the least length of service shall be displaced by the employee laid off from the higher class.

(3) Should an employee have rights for displacement in more than one (1) previous classification, he/she shall displace first in the highest classification to which he/she is eligible.

(4) In accordance with Article 9, Section 8 of the City Charter, whenever a position in any class is to be filled, unless filled by a reduction of rank as provided above, it shall be filled in the following order:

- (a) From the re-employment list for that class;
- (b) From the promotional register of eligible candidates for that class;
- (c) From the appropriate competitive register of eligible.

(5) When employment is from the re-employment list, one name shall be certified for each

vacancy to be filled and in the order of greatest length of service in that and higher classes since regular appointment.

**C. Seniority**

(1) Seniority ratings in any department shall be based on the time of service in the City of Grass Valley Civil Service, including periods of authorized leave of absence or period of illness.

(2) Credit allowable by the Personnel Commission for length of service shall be calculated on the basis of the year of continuous employment including leaves of absence and dating from the first day of such continuous employment in any department or departments of the City of Grass Valley.

(3) Credits allowable by the Personnel Commission for examination based on the length of service shall be deemed to include periods of time granted under authorized leaves of absence.

**ARTICLE 16 - DISCIPLINARY ACTION (See Civil Service Rules)**

The City shall administer employee discipline in accordance with the Public Safety Officers Procedural Bill of Rights Act (California Government Code sections 3300 et seq.), and as related to employees who are employed as peace officers within the meaning of Government Code section 3301. The disciplinary procedures set forth herein shall only apply to employees who have completed probation. (Government Code section 3304(b).)

**Definitions**

- A. “Discipline/Punitive Action.” Any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand or transfer for purposes of punishment within the meaning of Government Code section 3304.
- B. “Minor Discipline.” Minor discipline is considered punitive action that does not involve termination or suspension without pay for more than 5 days. Examples include, but are not limited to, written reprimands, suspensions without pay of 5 days or less, and disciplinary transfers.
- C. “Major Discipline.” Major discipline is considered punitive action that involves termination, disciplinary demotions, and suspensions without pay of more than 5 days.

**Disciplinary Actions and Procedures**

- A. Procedure for Minor Discipline
  - 1. Notice of Discipline. Minor discipline shall be implemented in the form of a Notice of Discipline, such as a written reprimand or notice of suspension, and shall set forth the acts or omissions that provide the basis for the discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the employee violated.

2. **Written Response.** An employee may prepare a written response to the Notice of Discipline, which will accompany the Notice of Discipline in the employee's personnel file. An employee shall have thirty (30) calendar days within which to submit the written response to the Office of the Police Chief.
3. **Informal Administrative Appeal.** In addition to the right to submit a written response to a Notice of Discipline, an employee is entitled to an informal administrative appeal.
4. **Minor Discipline Appeal Procedures.** An employee who receives a Notice of Discipline under this section may appeal to the Police Chief. In the event the Police Chief prepared the Notice of Discipline, the employee may appeal to the City Manager. Any such request to appeal must be in writing and received in the Office of the Police Chief within ten (10) calendar days from the date the Notice of Discipline is served on the employee. Thereafter, an informal hearing shall be scheduled before the Police Chief or City Manager. In the informal hearing, the Police Chief or City Manager shall regulate the course of the proceeding, and shall permit the parties and may permit others to offer written or oral comments on the issues. The Police Chief or City Manager may limit the formality of the proceeding or formal use of witnesses, testimony, and evidence.
5. The decision of the Police Chief or City Manager shall be in writing and shall be final.

**B. Procedure for Major Discipline**

1. **Notice of Intent to Discipline.** Major discipline shall be initiated in the form of a Notice of Intent to Discipline (such as a Notice of Intent to Terminate). The Notice of Intent to Discipline shall include the following:
  - a. The proposed disciplinary action to be taken.
  - b. The proposed effective date of such action.
  - c. A statement of charges against the employee, which sets forth the acts or omissions that provide the basis for the intended discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the employee is alleged to have violated.
  - d. The materials upon which the intended action is based in accordance with the requirements set forth in *Skelly v. State Personnel Board*.
  - e. Notice that he or she has the right to respond to the proposed action in writing or verbally at a specified place and time in an informal meeting (i.e., a "Skelly" meeting), which shall be within 10 calendar days of the date that the Notice of Intent to Discipline is served on the employee.

2. Right to Respond. Upon receipt of a Notice of Intent to Discipline, the employee shall have the right to respond to the Police Chief or designee in writing or verbally in an informal meeting (i.e., a “Skelly” meeting) prior to the imposition of discipline.
3. Notice of Disciplinary Action. After the receipt of an employee’s written or verbal response to the Notice of Intent to Discipline, or after the time to respond has passed, the Police Chief or designee shall notify the employee in writing of the final decision regarding the intended discipline. If the Police Chief or designee determines to proceed with a form of major discipline, a Notice of Disciplinary Action (such as a Notice of Termination) shall be provided to the employee as follows:
  - a. The Notice of Disciplinary Action shall be issued within 30 days of the final decision.
  - b. The Notice of Disciplinary Action shall contain:
    - i. The effective date of such action.
    - ii. A statement of charges against the employee, which set forth the acts or omissions that provide the basis for the discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the employee violated.
    - iii. The materials upon which the action is based.
    - iv. Notice that he or she has the right to request an appeal by filing a notice with the Office of the Police Chief within 10 calendar days of the date that the Notice of Disciplinary Action is served on the employee.
4. Major Discipline Appeal Procedures. The appeal of major discipline shall be before the City’s Personnel Commission (See Civil Service Rules), which shall render a final decision.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

### **A. Definition**

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

### **B. Procedures**

All grievances shall be processed only in accordance with the procedures and general conditions

set forth below:

It is the intent of these procedures to encourage resolution of complaints and grievances informally, at the nearest practical organizational level from which it emanates, and as promptly and fairly as possible to all concerned.

Informal Grievance:

Within five (5) working days/shifts following an occurrence giving rise to a grievance, the employee shall orally present the grievance situation to his/her immediate supervisor. (Exception: where the grievance directly involves the working relationship with the supervisor, the grievance shall be presented to the next higher level of supervision). The employee and supervisor have a mutual responsibility to have the grievance resolved at their level whenever possible.

Presentation of an informal grievance shall be necessary prior to processing it further as a formal grievance.

Formal Grievance:

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

**Step 1:**

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

Unless a decision of the Department Head is appealed by the employee to Step 2 in the time limits provided, the grievance shall be deemed resolved, final and binding.

**Step 2:**

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

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

**Step 3:**

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

**Step 4:**

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

The decision rendered by the City Council shall be final and binding on all parties.

**C. General Conditions**

Review and determination of a grievance is applicable to certain interpretations and applications as set forth under Definitions and, as such, cannot change any City adopted salary schedules/ranges or such other benefits subject to the meet and confer process.

Performance Appraisals and merit step determinations are not grievable matters, except as provided herein. Performance appraisals and merit increase concerns should be brought forward to the Human Resources Office, with a final determination to be made by the City Manager. If an employee does not receive a due evaluation within a month after the due date, the employee may file a grievance.

An employee may choose to represent himself/herself or select a representative of his/her choice. The employee shall be personally present at any meeting which may be held, unless he/she specifically waives that right in writing.

In the event that more than one (1) employee is directly involved in a grievance, they shall select one (1) person from among them to carry the grievance forward on their behalf. This person may also select a representative of his/her choice. The employee shall be present at any meetings which may be held, unless he/she specifically waives that right in writing.



Any time limit of these procedures may be extended by mutual consent of the parties in writing or by action of the Mayor in writing to all parties.

During the grievance process, there shall be no interruption of scheduled work of a department or the City.

## **ARTICLE 18 – SAFETY**

### **A. Safety Equipment**

The City may make such protective clothing or other protective devices available to employees as the Police Chief deems appropriate under the circumstances. Any employee issued such protective clothing or other protective device is responsible for the proper care of these items.

### **B. Employee Alertness**

(1) The most effective safety equipment an employee possesses is an alert mind. Conversely, an employee whose judgment, reactions and analytical processes are impaired or influenced by

alcohol or drugs poses a risk to himself/herself, his/her fellow officers and employees, and to the public. The City, therefore, expressly retains the right as explained in this Article to verify that employees covered by this MOU are alert and are not under the influence of alcohol, controlled substances, drugs, or other conditions which would tend to affect or impair judgment, reactions or thought processes.

(2) The parties recognize the problems associated with alcohol and drug abuse in the work place and recognize the safety hazard which would be presented if an employee worked while under the influence of alcohol, intoxicating drugs or controlled substances. The parties further agree that a testing procedure with both privacy and accuracy safeguards is one appropriate means to protect the safety of employees.

### **C. Drug, Alcohol and Substance Abuse Policy**

(1) The City reserves the right, for reasonable suspicion, to require an employee to submit to drug, alcohol or substance abuse testing.

- (2) "Reasonable suspicion" for purposes of this Article includes, but is not limited to the following:
- (a) A critical incident has occurred while on duty for the City or at the employee's work location.
  - (i) An accident involving a City vehicle or equipment causing damage to property or persons, in combination with any factors in (b) below.

- (ii) Employee manifests mental or physical impairment sufficient to raise doubt that normal tasks can be safely or effectively performed.
  - (iii) Employee is observed with illegal drug or drug paraphernalia in possession for possible sale or use; employee is observed with open container of alcohol in work area or vehicle.
- (b) Documented objected facts and a reasonable inference drawn from those facts that an employee is under the influence of drugs, alcohol or substance. Such objective facts may include characteristics of the employee's appearance, behavior, mannerisms, and speech or body odors. Components of such documentation should include:
- 1. equilibrium,
  - 2. manner of speech,
  - 3. mental reactions,
  - 4. odor of intoxicants on breath or clothing,
  - 5. eyes,
  - 6. general appearance,
  - 7. physical actions, and
  - 8. work behaviors.

#### **D. Employee Assistance Program**

The City shall maintain an Employee Assistance Program (EAP) for employees and family members. Such program shall endeavor to provide counseling services for personal and family member problems related to marital/family, relationship problems, alcohol or drug abuse, stress related problems, depression, and other types of psychological problems, for employees in need of such referral and intervention.

#### **E. Coverage**

The City recognizes the hazards associated with the police profession and will provide adequate staffing to protect the public and attempt to make certain that employees covered by this MOU are not exposed to undue or unnecessary hazards. The Police Chief shall determine the appropriate staffing using these basic principles. Additional staffing over and above authorized current staff levels is subject to City Council approval.

### **ARTICLE 19 - NO STRIKE / NO LOCKOUT**

It is agreed by the Association and the City that there shall be not strikes and no lockouts during the term of this MOU.

### **ARTICLE 20 - DISTRIBUTION**

Upon request, the City shall provide copies of this MOU for distribution to the Association.

Additionally, the MOU shall be available on the City's website.

## **ARTICLE 21 - EFFECT OF THIS MOU**

It is understood and agreed that the specific and express provisions contained in this MOU shall prevail over employer practice and procedures and over all applicable laws to the extent permitted by law.

This written MOU sets forth the full and complete agreement between the parties concerning the subject matter hereof and supersedes all prior informal or formal agreements thereon. There is no valid or binding representation, inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein.

### **A. Completion of Negotiations**

The Unit and the City, for the life of this MOU, voluntarily and unqualifiedly waive and relinquish the right to meet and confer, except for express, conditional re-openers. Neither party shall be obligated to meet and confer with respect to any subject or matter not specifically referenced in this MOU, even though such subjects may not have been within the knowledge or contemplation of either or both parties at the time they signed this MOU, unless required by state or federal law. Nothing herein shall preclude the parties from meeting and conferring by mutual consent.

## **ARTICLE 22 – NOTICE**

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

### **Employer**

City of Grass Valley, Human Resources  
125 E. Main Street  
Grass Valley, CA 95945

### **Association:**

Unit No. 6 Representative  
129 S. Auburn Street  
Grass Valley, CA 95945

### **Labor Representative**

Mastagni, Holstedt, A.P.C.  
1912 I Street  
Sacramento, CA 95811

## **ARTICLE 23 –SEVERABILITY SAVINGS CLAUSE**

If, during the life of this MOU, any law or any order issued by a court or other tribunal of competent jurisdiction shall render invalid or restrain compliance with or enforcement of any provision of this MOU, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this MOU shall not be affected thereby and shall continue in full force and effect.

In the event of suspension or invalidation of any Article or Section of this MOU, the parties mutually agree to meet and negotiate within ninety (90) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

#### **ARTICLE 24 – MAINTENANCE OF NEGOTIABLE BENEFITS**

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

#### **ARTICLE 25 – TERM OF MOU**

Upon the approval of the City Council and ratification of the Association the terms of this MOU shall be effective July 1, ~~2021~~2022 and shall continue in full force and effect through June 30, ~~2022~~2023.

This MOU may be extended, modified, or amended by mutual agreement in writing by both parties and City Council approves the extension, modification or amendment. It is understood and agreed between the parties that all prior MOU's, Agreements, and/or Resolutions between them are hereby terminated and canceled, and that this MOU supersedes and replaces all such prior MOU's, Agreements or Resolutions. Negotiations for successor MOU shall commence no later than April 1<sup>st</sup> of the last year of the agreement.

#### **RECOMMENDATION OF REPRESENTATIVES**

The City and representatives of the Association held meetings and discussed the above, and representatives of the Association have caused this MOU to be signed and the representative of the City has caused this MOU to be signed to signify their mutual agreement.

**CITY OF GRASS VALLEY**

**GRASS VALLEY POLICE  
OFFICERS ASSOCIATION**

\_\_\_\_\_  
TIM KISER, CITY MANAGER

\_\_\_\_\_  
EVAN BUTLER, POA PRESIDENT

\_\_\_\_\_  
DALE NORVELL, TREASURER

**APPROVAL OF AGREEMENT**

Approval and adoption of this Memorandum of Understanding is made this \_\_\_\_\_ day of June ~~2021~~2022, effective July 1, ~~2021~~2022 – June 30, ~~2022~~2023, by the Grass Valley City Council.

\_\_\_\_\_  
BEN AGUILAR, MAYOR

**ATTEST:**

\_\_\_\_\_  
TAYLOR DAY, CITY CLERK

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MICHAEL G. COLANTUONO, CITY ATTORNEY

## APPENDIX A – SALARY SCHEDULE



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Approval of Cost of Living Adjustment (COLA) and Executive Contract Appendix

**Recommendation:** That Council 1) approve the a 5% Cost of Living Adjustment for all Executive Contract Employees and reduction of personal Leave time accrual; 2) review the proposed Amendment to the Employment Agreements (including Appendix A) with Department Directors, Administrative Services Director, Community Development Director, Public Works Director of Operations, City Clerk, Deputy Administrative Services Director, Deputy City Clerk/Management Services Analyst, Police Chief, and Fire Chief; 3) authorize the City Manager to execute the agreements subject to legal review; 4) authorize the attached Amendment to the City Manager's Contract for the COLA and Personal Leave reduction and authorize the Mayor to execute the agreement, subject to legal review; and 5) authorize the Finance Director or the City Manager's designee to make any necessary budget adjustments and/or amendments to complete this action.

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

**Council Meeting Date:** 06/28/2022

**Date Prepared:** 06/17/2022

**Agenda:** Consent

**Background Information:** Per previous actions of City Council, various City labor groups have agreed modified their respective current Labor Memorandum of Understandings with the City of Grass Valley to reflect a 5% COLA to address inflationary issues. As such, staff is requesting to amend all the Executive Contract employees (City Manager, Administrative Services Director, Community Development Director, Public Works Director of Operations, City Clerk, Deputy Administrative Services Director, Deputy City Clerk/Management Services Analyst, Police Chief, and Fire Chief) to provide a five-percent Cost of Living Adjustment (COLA) effective June 26, 2022 (the first day of a pay period coinciding with a July 1, 2022 implementation. Additionally, to offset some of the 5% COLA, Personal Leave time accrued time will be reduced effective June 26, 2022 for 10 plus years to 20 years to 316 hours (12.15 hours biweekly) for a reduction of 4 hours and 20 plus years to 328 hours (12.62 hours biweekly) for an equivalent of a reduction of 8 hours over those periods.

The estimated fiscal impacts for the Executive Unit include the following:

Contract Provision Revision	Estimated Annual Incremental Cost
Providing a 5% COLA increase to each Executive Director Unit	\$61,680 (General Fund) \$4,585 (Water Fund) \$10,430 (Sewer Fund)

**Council Goals/Objectives:** This proposed action executes portions of the work tasks towards achieving / maintaining the Strategic Plan goal to maintain a Productive and Efficient Workforce.

**Fiscal Impact:** The estimated incremental annual costs of \$76,695 effective for the beginning of the FY2022/23 has been included in the recommended budget for FY2022/23.

**Funds Available:** Yes

**Account #:** Various

**Reviewed by:** City Manager

**Attachments:**

- Proposed Draft Amendment for Executive Employees
- Proposed City Manager Contract Amendment



**SECOND AMENDED EMPLOYMENT AGREEMENT BETWEEN  
CITY OF GRASS VALLEY AND NAME**

This Second Amended Employment Agreement (“Agreement”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Grass Valley (“City”) and XXX XXXXX (“City Job Title” or “Employee”) (collectively, the “Parties”).

**RECITALS**

**WHEREAS**, the City and Employee entered into an Employment Agreement (the “Original Agreement”) for their service in the position of Job Title effective Date; and amended that Original Agreement effective June 27, 2021 (“First Amendment”); and

**WHEREAS**, the City Council desires to provide Employee with a Cost of Living Adjustment (COLA) in recognition of exemplary service to the City; and

**WHEREAS**, parties may modify the Agreement upon mutual written agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein the adequacy of which is hereby acknowledged by the PARTIES to be sufficient, the PARTIES agree as follows:

**TERMS AND CONDITIONS**

1. Section 4 (Compensation) Paragraph A of the Original Agreement is hereby amended to read as follows:

“Section 4 – Compensation

- A. The Job Title’s annual salary shall be \$xxx,xxx, effective June 26, 2022, payable in equal bi-weekly payments to be made at the same time as other employees are paid.

2. Remove and replace Appendix A with the attached Appendix A dated June 28, 2022 reflecting the 5% COLA.
3. Remove and replace Appendix A with the attached Appendix A dated June 28, 2022 reflecting the reductions of Personal Leave time accrues for 10 plus years to 20 years = 316 hours (12.15 hours biweekly) and 20 plus years = 328 hours (12.62 hours biweekly) for an equivalent of a reduction of 8 hours over those periods.
4. All other terms, conditions, and provisions of the Original Agreement, to the extent not modified by this Agreement, shall remain in full force and effect.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY  
City of Grass Valley

EMPLOYEE  
Name

By: \_\_\_\_\_  
Tim Kiser  
City Manager

By: \_\_\_\_\_  
Name

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

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

Attest:

By: \_\_\_\_\_  
Andy Heath  
City Clerk

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

Approved as to form:

By: \_\_\_\_\_  
Michael G. Colantuono,  
City Attorney  
Date: \_\_\_\_\_

# Appendix A - Compensation and Benefits

June 26, 2022

Item # 11.

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

### A. EMPLOYEE CONTRIBUTIONS

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

### B. LIFE INSURANCE

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

### C. LONG TERM DISABILITY INSURANCE

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

### D. EMPLOYEE ASSISTANCE PROGRAM

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

### E. RETIREE HEALTH PLAN BENEFIT

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

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

# Appendix A - Compensation and Benefits

June 26, 2022

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

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

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

## Personal Leave

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

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

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

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

# Appendix A - Compensation and Benefits

June 26, 2022

Employees will accrue Personal Leave time at the following rates:

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

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

## Certifications

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

## Holidays

Employees are entitled to 12 paid holidays as listed below.

Recognized Holidays shall include:

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

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

## Special Provisions

### A. PUBLIC SAFETY UNIFORM ALLOWANCE

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

### B. VEHICLE ALLOWANCE

# Appendix A - Compensation and Benefits

June 26, 2022

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

## C. TRAINING/MEMBERSHIPS

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

## D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

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

# Appendix A - Compensation and Benefits

June 26, 2022

## Salary Schedule

<i>Position</i>	Annual Salary		
	<i>Min</i>	<i>Mid</i>	<i>Max</i>
Police Chief	\$ 147,718.00	\$ 168,802.25	\$ 203,962.50
Administrative Services Director	\$ 135,056.25	\$ 154,350.00	\$ 187,425.00
Deputy Police Chief	\$ 135,056.25	\$ 154,350.00	\$ 187,425.00
Fire Chief	\$ 135,056.25	\$ 154,350.00	\$ 187,425.00
Community Development Director	\$ 126,615.25	\$ 144,703.00	\$ 176,400.00
City Engineer	\$ 126,615.25	\$ 144,703.00	\$ 176,400.00
Public Works Director of Operations	\$ 126,615.25	\$ 144,703.00	\$ 176,400.00
Utilities Director	\$ 126,615.25	\$ 144,703.00	\$ 176,400.00
Deputy Administrative Services Director	\$ 101,291.00	\$ 116,795.50	\$ 132,300.00
City Clerk	\$ 84,409.350	\$ 97,330.00	\$ 110,250.00
Deputy City Clerk/Management Services Analyst	\$ 75,969.00	\$ 87,597.00	\$ 99,225.00

### **THIRD AMENDED EMPLOYMENT AGREEMENT BETWEEN CITY OF GRASS VALLEY AND TIM KISER**

This Third Amended Employment Agreement (“Agreement”) is effective as of the \_\_\_\_ day of June, 2022 by and between the City of Grass Valley (“City”) and Tim Kiser (“City Manager” or “Employee”) (collectively, the “Parties”).

#### **RECITALS**

**WHEREAS**, the City and Employee entered into an Employment Agreement (the “Original Agreement”) for his service in the position of City Manager effective September 12, 2017 and amended that Original Agreement effective September 1, 2020 (“First Amendment”) and effective September 1, 2021 (“Second Amendment”); and

**WHEREAS**, the City Council desires to provide Employee with a Cost of Living Adjustment (COLA) in recognition of exemplary service to the City; and

**WHEREAS**, the City Council desires to reduce Personal Leave accrues by 8 hours: and

**WHEREAS**, parties may modify the Agreement upon mutual written agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein the adequacy of which is hereby acknowledged by the PARTIES to be sufficient, the PARTIES agree as follows:

#### **TERMS AND CONDITIONS**

1. Section 5 (Compensation) of the Original Agreement as amended by the First and Second Amendments is hereby further amended to read as follows:

##### “Section 5 – Compensation

A. The City Manager’s annual salary shall be \$223,600, effective June 26, 2022.

B. City Manager’s compensation shall be reviewed at least annually in connection with the annual review required by section 14 below or at other times as may be determined by City Council. Further, it is understood that it is the intent of the City Council to increase salary, or other benefits referred to in this agreement during the term of this Agreement, dependent on the quality of job performance by City Manager and the City’s fiscal condition.

2. Section 8 Personal Leave of the Original Agreement is modified to reflect the reduction in 8 hours of Personal leave as follows:

##### 8 Personal Leave (Paragraph B.)

B. The City Manager will be afforded banked personal and vacation leaves accrued with the City as of September 11, 2017. City Manager shall be paid one-half the value of his banked



sick leave accrued with the City as of September 11, 2017 (subject to applicable payroll taxes) and shall thereafter accrue no sick leave, it having been replaced with personal leave. Effective June 26, 2022, the City Manager shall accrue personal leave at a rate of 328 hours per year (12.62 hours biweekly). One twenty sixth (1/26) of such personal leave amount shall accrue each pay period.

3. All other terms, conditions, and provisions of the Original Agreement, to the extent not modified by this Agreement, shall remain in full force and effect.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY  
City of Grass Valley

EMPLOYEE  
Tim Kiser

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Tim Kiser

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

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

Attest:

By: \_\_\_\_\_  
Andy Heath  
City Clerk

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

Approved as to form:

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

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



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Confirming the purchase of properties at 11150 and 1207 Idaho Maryland Road for \$275,000

**Recommendation:** That Council 1) approve the purchase agreement with Daniel McCarthy for the properties at 11150 Idaho Maryland Road (APN 035-412-024) and 1207 Idaho Maryland Road (APN 009-680-023), subject to legal review; 2) approve the purchase amount of \$275,000, 3) authorize the City Manager to sign all real estate documents required to complete the purchase with Daniel McCarthy, subject to legal review; and 4) approve the Finance Director to make the necessary budget adjustments and transfers to complete these actions.

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

**Council Meeting Date:** 06/28/2022

**Date Prepared:** 06/22/2022

**Agenda:** Consent

**Background Information:** The purpose of this property purchase is for future park needs, including but not limited to potential trail head, parking, and other park improvements. The City offered the list price of \$275,000 to purchase the properties at 11150 Idaho Maryland Road (APN 035-412-024) and 1207 Idaho Maryland Road (APN 009-680-023) and the owner “Daniel McCarthy” accepted. After receiving direction from the City Council to negotiate the purchase of the property based upon the list price, staff and the property owner agreed to the sale of the property in accordance with the attached sale agreement. The Planning Commission found that this land purchase is in compliance with the City’s General Plan.

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

**Fiscal Impact:** Funding for this purchase will come from the City’s Development Impact Fee Fund for Parks and SMA fund (\$275,000).

**Funds Available:** Yes

**Account #:** Development Impact Fees

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



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)  
(C.A.R. Form AD, Revised 12/21)

Item # 12.

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

### SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

### SELLER AND BUYER RESPONSIBILITIES


Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant  City of Grass Valley Date 6/22/2022 | 8:13 AM P  
☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant \_\_\_\_\_ Date \_\_\_\_\_

Agent None DRE Lic. # \_\_\_\_\_  
Real Estate Broker (Firm)

By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
(Salesperson or Broker-Associate, if any)

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AD REVISED 12/21 (PAGE 1 OF 2)

## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Highland Commercial, Inc., 11300 Willow Valley Road Nevada City CA 95959  
Lachlan Richards

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www.lwolf.com

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## CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

Item # 12.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/21 (PAGE 2 OF 2)

## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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Idaho Maryland



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**FAIR HOUSING & DISCRIMINATION ADVISORY**

(C.A.R. Form FHDA, 10/20)

Item # 12.

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
  - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
  - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§12900-12996, 12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
  - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
  - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
  - E. **OTHER FAIR HOUSING LAWS:** Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)			Any arbitrary characteristic	

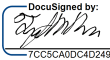
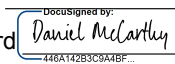
5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
  - A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
  - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**  
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
  - Sellers
  - Landlords
  - Sublessors
  - Real estate licensees
  - Real estate brokerage firms
  - Property managers
  - Mobilehome parks
  - Homeowners Associations ("HOAs");
  - Banks and Mortgage lenders
  - Insurance companies
  - Government housing services
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
  - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
  - B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
  - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
  - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
  - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
  - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

EQUAL HOUSING  
OPPORTUNITY



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
  - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
  - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
  - H. Denying a home loan or homeowner's insurance;
  - I. Offering inferior terms, conditions, privileges, facilities or services;
  - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
  - K. Harassing a person;
  - L. Taking an adverse action based on protected characteristics;
  - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
  - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
    - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
    - (ii) Charging that person higher rent or increased security deposit, or
    - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
  - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
  - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
  - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
  - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
  - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp](https://www.hud.gov/program_offices/fair_housing_equal_opp)
  - B. State: <https://www.dfeh.ca.gov/housing/>
  - C. Local: local Fair Housing Council office (non-profit, free service)
  - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
  - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
  - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
  - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
  - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
  - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
  - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
  - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant  City of Grass Valley Date 6/22/2022 | 8:13 AM PDT  
 Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Seller/Landlord  Daniel McCarthy Date 6/22/2022 | 8:49 AM PDT  
 Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

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FHDA 10/20 (PAGE 2 OF 2)

**FAIR HOUSING & DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)**

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Idaho Maryland





# POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

Item # 12.

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

**Multiple Buyers:** Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

**Multiple Sellers:** Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

**Dual Agency:** If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

**Offers not necessarily confidential:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

**Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.**

Seller DocuSigned by: Daniel McCarthy Daniel McCarthy Date 6/22/2022 | 8:49 A  
 Seller 446A142B3C9A4BF...  
 Buyer DocuSigned by: City of Grass Valley Date 6/22/2022 | 8:13 A  
 Buyer 7CC5CA0DC4D2491...  
 Buyer's Brokerage Firm None DRE Lic # \_\_\_\_\_ Date \_\_\_\_\_  
 By \_\_\_\_\_ DRE Lic # \_\_\_\_\_ Date \_\_\_\_\_  
 Seller's Brokerage Firm Sperry Commercial Global Affiliates - Highland Commercial DRE Lic # 01302767 Date \_\_\_\_\_  
 By Lachlan Richards DRE Lic # 01302767 Date 6/22/2022 | 2:32 P  
Lachlan Richards

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PRBS REVISED 12/21 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

Highland Commercial, Inc., 11300 Willow Valley Road Nevada City CA 95959  
 Lachlan Richards

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# WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/21)

Item # 12.

Property Address: **11150 & 1207 Idaho Maryland Rd, Grass Valley, 95945** ("Property").

## WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

### ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

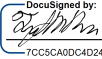
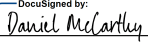
If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at [www.ic3.gov](http://www.ic3.gov); or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

**NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.**

Buyer/Tenant	 <small>DocuSigned by: 7CC5CA0DC4D2491...</small>	<b>City of Grass Valley</b>	Date	6/22/2022   8:13 AM
Buyer/Tenant			Date	
Seller/Landlord	 <small>DocuSigned by: 446A142B3C9A4BF...</small>	<b>Daniel McCarthy</b>	Date	6/22/2022   8:49 AM
Seller/Landlord			Date	

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a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020



WFA REVISED 12/21 (PAGE 1 OF 1)

## WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

# VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 12/21)

Item # 12.

Date Prepared: June 15, 2022

## 1. OFFER:

- A. **THIS IS AN OFFER FROM** City of Grass Valley ("Buyer").  
☐ Individual(s), ☐ A Corporation, ☐ A Partnership, ☐ An LLC, ☐ An LLP, or ☒ Other City Government.
- B. **THE PROPERTY** to be acquired is 11150 & 1207 Idaho Maryland Rd, situated in Grass Valley (City), Nevada (County), California, 95945 (Zip Code), Assessor's Parcel No(s). 035-412--024 and 009-680-023 ("Property").  
**Further Described As** \_\_\_\_\_  
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. **THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
- D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.

## 2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. **CONFIRMATION:** The following agency relationships are here confirmed for this transaction.
- Seller's Brokerage Firm** Sperry Commercial Global Affiliates - Highland Commercial License Number 01302767  
 Is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (Dual Agent).
- Seller's Agent Lachlan Richards License Number 01302767  
 Is (check one): ☒ the Seller's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
- Buyer's Brokerage Firm** None License Number \_\_\_\_\_  
 Is the broker of (check one): ☐ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).
- Buyer's Agent None License Number \_\_\_\_\_  
 Is (check one): ☐ the Buyer's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
- C. ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. **TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B	Purchase Price	\$ <u>275,000.00</u>	<input checked="" type="checkbox"/> All Cash
B		Close of Escrow (COE)	<input checked="" type="checkbox"/> 45 Days after Acceptance OR on _____ (date) (mm/dd/yyyy)	
C	39A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or _____ AM/PM	
D(1)	5A(1)	Initial Deposit Amount	\$ <u>10,000.00</u> ( <u>3.6</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/> _____
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ _____ ( _____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> _____
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points	\$ _____ ( _____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate, not to exceed _____ % Buyer to pay zero points or up to _____ % of the loan amount	Conventional or, if checked, <input type="checkbox"/> FHA <input type="checkbox"/> VA (CAR Forms FVAC, HID attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ _____ ( _____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate, not to exceed _____ % Buyer to pay zero points or up to _____ % of the loan amount	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(3)	7A	Occupancy Type	Investment, or if checked, <input type="checkbox"/> Primary <input type="checkbox"/> Secondary	
F	5D	Balance of Down Payment	\$ <u>265,000.00</u>	
		<b>PURCHASE PRICE TOTAL</b>	\$ <u>275,000.00</u>	

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Buyer's Initials TR / \_\_\_\_\_ Seller's Initials DM / \_\_\_\_\_



## VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 1 OF 16)

Highland Commercial, Inc., 11300 Willow Valley Road Nevada City CA 95959  
 Lachlan Richards

Phone: 5304701740  
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: 5304700989  
[www.lwolf.com](http://www.lwolf.com)

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	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms	Item # 12.
G(1)	5E	<b>Seller Credit, if any, to Buyer</b>	<input type="checkbox"/> \$ _____ (% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____	
G(2)	<b>ADDITIONAL FINANCE TERMS:</b> _____				
H(1)	5B	<b>Verification of All Cash</b> (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance		
H(2)	6A	<b>Verification of Down Payment and Closing Costs</b>	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance		
H(3)	6B	<b>Verification of Loan Application</b>	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance		
I	<b>Intentionally Left Blank</b>				
J	19	<b>Final Verification of Condition</b>	5 (or _____) Days prior to COE		
K	26	<b>Assignment Request</b>	17 (or _____) Days after Acceptance		
L	8	<b>CONTINGENCIES</b>	<b>TIME TO REMOVE CONTINGENCIES</b>		
L(1)	8A	<b>Loan(s)</b>	17 (or _____) Days after Acceptance	<input checked="" type="checkbox"/> No loan contingency	<b>REMOVAL OR WAIVER OF CONTINGENCY:</b>  Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8J.  <input type="checkbox"/> <b>CR attached</b>
L(2)	8B	<b>Appraisal:</b> Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input checked="" type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.	
L(3)	8C	<input type="checkbox"/> <b>Purchase of Manufactured Home</b> Buyer has (or <input type="checkbox"/> has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance <input type="checkbox"/> Shall remain in effect until the Close of Escrow of the Property		
L(4)	8D	<input type="checkbox"/> <b>Construction Loan Financing</b> A draw from the construction loan will not (or will) be used to finance the Property	17 (or _____) Days after Acceptance		
L(5)	8E, 15	<b>Investigation of Property</b> <b>Informational Access to Property</b> Buyer's right to access the Property for informational purposes only is <b>NOT</b> a contingency and does <b>NOT</b> create additional cancellation rights for Buyer.	17 (or <u>30</u> ) Days after Acceptance 17 (or _____) Days after Acceptance		
L(6)	8F, 17A	<b>Review of Seller Documents</b>	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later		
L(7)	8G, 16A	<b>Preliminary ("Title") Report</b>	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later		
L(8)	8H, 11D	<b>Common Interest Disclosures</b> required by Civil Code § 4525 or this Agreement			
L(9)	8I, 9B(2)	<b>Review of leased or liened items</b> (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later		
L(10)	8L	<b>Sale of Buyer's Property</b> Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> <b>C.A.R. Form COP attached</b>			
M		<b>Possession</b>	<b>Time for Performance</b>		
M		<b>Vacant Lot Delivery</b> Property to be delivered subject to tenant rights, if any, except _____	Upon notice of recordation On COE Date		
N		<b>Documents/Fees/Compliance</b>	<b>Time for Performance</b>		
N(1)	17A	<b>Seller Delivery of Documents</b>	7 (or _____) Days after Acceptance		
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt		
N(3)	11D(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance		
N(4)	35	Evidence of representative authority	3 Days after Acceptance		

<b>O</b>	<b>Intentionally Left Blank</b>			<b>Item # 12.</b>
<b>P</b>	<b>Items Included and Excluded</b>			
<b>P(1)</b>	9	<b>Items Included - All items specified in Paragraph 9B are included and the following, if checked:</b> <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____		
<b>P(2)</b>		<b>Excluded Items:</b> <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____		
<b>Q</b>	<b>Allocation of Costs</b>			
	<b>Paragraph #</b>	<b>Item Description</b>	<b>Who Pays</b> (if Both is checked, cost to be split equally unless Otherwise Agreed)	<b>Additional Terms</b>
<b>Q(1)</b>	11E	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both <u>Report ordered through Premier NHD</u> <input type="checkbox"/> Provided by: _____	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____
<b>Q(2)</b>	15B(1)(D)	Environmental Survey	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Escrow Holder: <u>Placer Title, J. Dempsey</u>
<b>Q(3)</b>		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
<b>Q(4)</b>	22B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both _____ <input type="checkbox"/> Each to pay their own fees	
<b>Q(5)</b>	16	Owner's title insurance policy	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both _____	
<b>Q(6)</b>		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
<b>Q(7)</b>		County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
<b>Q(8)</b>		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
<b>Q(9)</b>	11D(2)	OA fee for preparing disclosures	Seller	
<b>Q(10)</b>		OA certification fee	Buyer	
<b>Q(11)</b>		OA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
<b>Q(12)</b>		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____	
<b>Q(13)</b>		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
<b>Q(14)</b>		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
<b>R</b>	<b>Additional Tenancy Documents</b> <input type="checkbox"/> Income and Expense Statements <input type="checkbox"/> Tenant Estoppel Certificate			
<b>S</b>	<b>OTHER TERMS:</b> _____ _____ _____			

**4. PROPERTY ADDENDA AND ADVISORIES:** (check all that apply)**A. PROPERTY TYPE ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)  
☐ Other \_\_\_\_\_

**B. OTHER ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Addendum # \_\_\_\_\_ (C.A.R. Form ADM) ☐ Short Sale Addendum (C.A.R. Form SSA)  
☐ Back Up Offer Addendum (C.A.R. Form BUO) ☐ Court Confirmation Addendum (C.A.R. Form CCA)  
☐ Assumed Financing Addendum (C.A.R. Form AFA)  
☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)  
☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA) ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)  
☐ Other \_\_\_\_\_ ☐ Other \_\_\_\_\_

**C. BUYER AND SELLER ADVISORIES:** (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- ☒ Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA)  
☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)  
☒ Wire Fraud Advisory (C.A.R. Form WFA) ☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)  
 (Parties may also receive a privacy disclosure from their own Agent.)  
☐ Wildfire Disaster Advisory (C.A.R. Form WFDA) ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)  
☐ Trust Advisory (C.A.R. Form TA) ☐ Short Sale Information and Advisory (C.A.R. Form SSIA)  
☐ REO Advisory (C.A.R. Form REO) ☐ Probate Advisory (C.A.R. Form PA)  
☐ Other \_\_\_\_\_ ☐ Other \_\_\_\_\_

**5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow

Item # 12.

**A. DEPOSIT:**

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
- (2) **INCREASED DEPOSIT:** Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
- (3) **RETENTION OF DEPOSIT:** Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.

**B. ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

**C. LOAN(S):**

- (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(1)**.
- (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(2)**.
- (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

**D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

**E. LIMITS ON CREDITS TO BUYER:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

**6. ADDITIONAL FINANCING TERMS:**

**A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.

**B. VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

**C. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

**7. CLOSING AND POSSESSION:**

**A. OCCUPANCY:** Buyer intends to occupy the Property as indicated in **paragraph 3E(3)**. Occupancy may impact available financing.

**B. CONDITION OF PROPERTY ON CLOSING:**

- (1) Unless Otherwise Agreed: (i) the Property shall be delivered "**As-Is**" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
- (2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**

**C.** Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.





**8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**

Item # 12.

**A. LOAN(S):**

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

**B. APPRAISAL:**

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

**C. MANUFACTURED HOME PURCHASE:** If checked in **paragraph 3L(3)**, this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.

**D. CONSTRUCTION LOAN FINANCING:** If checked in **paragraph 3L(4)**, this Agreement is contingent upon Buyer obtaining a construction loan.

**E. INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

**F. REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review of Seller's documents required in **paragraph 17A**.

**G. TITLE:**

- (1) This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

**H. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in **paragraph 3L(8)**, contingent upon Buyer's review of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11D** ("CI Disclosures").

**I. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(2)**, is, as specified in **paragraph 3L(9)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(9)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lien items.

**J. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** **Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency.** If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

**K. REMOVAL OF CONTINGENCY OR CANCELLATION:**

- (1) **For any contingency specified in paragraph 3L or 8, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after receipt of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

**L. SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(10)**.

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**9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**

Item # 12.

**A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.

**B. ITEMS INCLUDED IN SALE:**

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
- (3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(2)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
- (4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.
- (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
- (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

**C. ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, all items specified in **paragraph 3P(2)** are excluded from the sale.

**10. ALLOCATION OF COSTS FOR INSPECTIONS, REPORTS AND CERTIFICATES:** Paragraphs 3Q(1-3) and (5) only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).**11. SELLER DISCLOSURES:**

**A. WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

**B. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

**C. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

**D. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
- (2) If the Property is a condominium or is located in a planned development or other common interest development with a OA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee for the following items to the OA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; (v) the names and contact information of all OAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to OA or management company to pay for any of the above.

**E. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.



- F. ADDITIONAL DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
  - (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).
  - (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
  - (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).
  - (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
  - (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
  - (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
  - (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
  - (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
  - (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
  - (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
  - (12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
  - (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
  - (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
  - (15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
  - (16) **VIOLATION NOTICES:** Seller shall disclose any notice of violations of any Law filed or issued against the Property.
- G. MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in **paragraph 3N(1)**, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly Deliver to Buyer any such notice obtained.
- H. KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- I. SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- J. SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- 12. TENANCY RELATED DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
- A. RENTAL/SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
- B. INCOME AND EXPENSE STATEMENTS:** If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
- C. TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
- D. SELLER REPRESENTATIONS:** Unless otherwise disclosed under **paragraph 11, paragraph 12**, or under any disclosure Delivered to Buyer:
- (1) Seller represents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
  - (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
  - (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
- 13. CHANGES DURING ESCROW:**
- A.** Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B:** (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv) change the status of the condition of the Property.



- B. (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Changes.  
 (2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Changes in which case Seller shall not make the Proposed Changes.
- 14. SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.
- 15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A. Buyer shall, within the time specified in **paragraph 3L(5)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B. Buyer Investigations include, but are not limited to:
- (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
    - (A) A general inspection.
    - (B) An inspection for lead-based paint and other lead-based paint hazards.
    - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
    - (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(5)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
    - (E) Any other specific inspections of the physical condition of the land and improvements.
  - (2) All other Buyer Investigations, such as insurance, not specified above. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.
  - (3) A review of reports, disclosures or information prepared by or for Seller and Delivered to Buyer pursuant to **paragraphs 3, 11, 12, 13, 16A, and 17A**.
- C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in **paragraph 3L(5)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in **paragraph 3L(5)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- F. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.**
- G. **SIZE, LINES, ACCESS, AND BOUNDARIES:** Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- H. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- I. **UTILITIES AND SERVICES:** Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.
- J. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.





- K. GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- L. NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- M. PROPERTY DAMAGE:** Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.
- N. NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS:** Neighborhood or are conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.
- O. COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- P. SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond Act of 1915.
- Q. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.
- R. MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
- 16. TITLE AND VESTING:**
- A.** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(5)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C.** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
- D.** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E.** If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- F.** Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- G.** Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B, 11A, 11D, 11E, 11F, 11G, 11H, 11I, 11J, 12A, 12B, 12C, 16A, 16D and 35.**
- B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
- (1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(2)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11.**
- (2) Buyer may, within the time specified in **paragraph 3L(5)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.

- (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure information for which Seller is responsible, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items, or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.
- (4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.

**C. SELLER RIGHT TO CANCEL:**

- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; (iii) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; (iv) Deliver a letter as required by **paragraph 6B**; (v) In writing assume or accept leases or liens specified in **paragraph 8I**; (vi) Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 5A(2)** and **36**; (viii) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 35**; or (ix) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

**D. BUYER RIGHT TO CANCEL:**

- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
- (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

**F. EFFECT OF REMOVAL OF CONTINGENCIES:**

- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow cancellation fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**
- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, OA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any OA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and OA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 21. BROKERS AND AGENTS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- C. BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
- 22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2) 5D, 5E, 11A, 11D(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.**
- B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or OA or OA management company or others any fee required by paragraphs 3, 8, 11, or elsewhere in this Agreement.**





- C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment. **Acceptance.** Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in the Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.
- D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
- 23. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 25. ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 37A**.
- 26. ASSIGNMENT:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA).
- 27. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 28. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
- 29. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 30. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.

- 31. COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnisher.
- 32. DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. "Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
  - B. "Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
  - C. "Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
  - D. "As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
  - E. "Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
  - F. "C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
  - G. "Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
  - H. "Copy"** means copy by any means including photocopy, facsimile and electronic.
  - I. "Counting Days"** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or legal holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or legal holiday ("Allowable Performance Day"), and ending at 11:59 pm. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed, the COE shall occur on the next day the Recorder's office in that County is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
  - J. "Day" or "Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
  - K. "Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
  - L. "Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
  - M. "Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
  - N. "Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 39** or **paragraph 40**.
  - O. "Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
  - P. "Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
  - Q. "Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
- 33. TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
- 34. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

**35. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **para** and **40** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party and Escrow Holder, as specified in **paragraph 3N(4)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Item # 12.

**36. LIQUIDATED DAMAGES:**

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).**

Buyer's Initials TH / \_\_\_\_\_Seller's Initials DM / \_\_\_\_\_**37. MEDIATION:**

- A.** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers ([www.consumermediation.org](http://www.consumermediation.org)) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**
- B. ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D.

**38. ARBITRATION OF DISPUTES:**

- A.** The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties, OR ☐ . The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- D. AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Buyer's Initials TH / \_\_\_\_\_Seller's Initials DM / \_\_\_\_\_

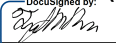


**39. OFFER**

Item # 12.

- A. EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer on the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**
- B. ☐ ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
  - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.
  - (3) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_.
  - (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: \_\_\_\_\_.

- C.** The VLPA has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

**D. BUYER SIGNATURE(S):**(Signature) By,  Tim Kiser Date: 6/22/2022 | 8:13 AM PPrinted name of BUYER: **City of Grass Valley**☐ Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of BUYER: \_\_\_\_\_

☐ Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).**40. ACCEPTANCE**

- A. ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

**Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.**

Seller shall return and include the entire agreement with any response.

☐ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

- B. ☐ Entity Sellers:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_.
- (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: \_\_\_\_\_.

- C.** The VLPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

**D. SELLER SIGNATURE(S):**(Signature) By,  Daniel McCarthy Date: 6/22/2022 | 8:49 AM PPrinted name of SELLER: **Daniel McCarthy**☐ Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of SELLER: \_\_\_\_\_

☐ Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**OFFER NOT ACCEPTED:** \_\_\_\_\_ / \_\_\_\_\_ No Counter Offer is being made. This offer was not accepted by Seller \_\_\_\_\_ (date)

Seller's Initials



**REAL ESTATE BROKERS SECTION:**

- 1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
- 2. Agency relationships are confirmed as stated in paragraph 2.**
- 3. Cooperating Broker Compensation:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
- 4. Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
- 5. Agents' Signatures and designated electronic delivery address:**

**A. Buyer's Brokerage Firm** None Lic. # \_\_\_\_\_  
 By \_\_\_\_\_ None Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 By \_\_\_\_\_ Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.  
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

**Designated Electronic Delivery Address(es):**

Email \_\_\_\_\_ Text # \_\_\_\_\_

Alternate: \_\_\_\_\_

☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**B. Seller's Brokerage Firm** Sperry Commercial Global Affiliates - Highland Commercial Lic. # 01302767  
 By Lachlan Richards Lachlan Richards Lic. # 01302767 Date 6/22/2022 | 2:32 PM PDT  
 By \_\_\_\_\_ Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.  
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

**Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent):**

Email lock@highlandcre.com Text # \_\_\_\_\_

Alternate: \_\_\_\_\_

☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.

Address 11300 Willow Valley Rd City Nevada City State CA Zip 95959

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ \_\_\_\_\_), Counter Offer numbers \_\_\_\_\_ and \_\_\_\_\_, and agrees to act as Escrow Holder subject to **paragraph 19** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by \_\_\_\_\_ that the date of Acceptance of the Agreement is \_\_\_\_\_

Escrow Holder Placer Title, J. Dempsey Escrow # \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder has the following license number # \_\_\_\_\_

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

**PRESENTATION OF OFFER:** LR / \_\_\_\_\_ Seller's Brokerage Firm presented this offer to Seller on 6/22/2022 | 2:32 PM PDT

Broker or Designee Initials

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VLPA REVISED 12/21 (PAGE 16 OF 16)

Buyer's Initials LR / \_\_\_\_\_ Seller's Initials DM / \_\_\_\_\_

**VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 16 OF 17)**

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Idaho Maryland





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OF REALTORS®

## BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

**(C.A.R. Form BVLIA, 11/13)**

Item # 12.

Property Address: 11150 & 1207 Idaho Maryland Rd, Grass Valley, 95945 ("Property").

**A. IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

**B. BUYER RIGHTS AND DUTIES:** You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

**C. SELLER RIGHTS AND DUTIES:** Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

**D. BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

**E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:**

1. **FINANCE:** Financing the purchase of vacant land finance and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
2. **CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact directly any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
3. **UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
4. **ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

Buyer's Initials ( He ) ( )

Seller's Initials ( <sup>DS</sup> DM ) ( )

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BVLIA 11/13 (PAGE 1 OF 2)

**BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY (BVLIA PAGE 1 OF 2)**

Highland Commercial, Inc., 11300 Willow Valley Road Nevada City CA 95959  
Lachlan Richards Produced with Lone Wolf Trans

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Valley Road Nevada City CA 95959 Phone: 5304701740  
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St. Suite 2200. Dallas, TX 75201

Phone: 5304701740

Fax: 5304700989

www.lwolf.com

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Property Address: 11150 & 1207 Idaho Maryland Rd, Grass Valley, 95945Date: June 15, 2022

Item # 12.

- 5. NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
- 6. SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

**By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.**

SELLER  Date 6/22/2022 | 8:49 AM PDT  
DocuSigned by: Daniel McCarthy 449A142B3C9A495

SELLER \_\_\_\_\_ Date \_\_\_\_\_

BUYER  Date 6/22/2022 | 8:13 AM PDT  
DocuSigned by: City of Grass Valley 7CC5CA0DC4D2491

BUYER \_\_\_\_\_ Date \_\_\_\_\_

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Idaho Maryland

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# CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/21)

Item # 12.

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, "opt out" or stop the transfer of your PI to others, and the right to request that the business delete your PI entirely. You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Also, even businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice ([oag.ca.gov/privacy/ccpa](http://oag.ca.gov/privacy/ccpa)).

**I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.**

Buyer/Seller/Landlord/Tenant  Date 6/22/2022 | 8:13 AM PDT  
**City of Grass Valley**

Buyer/Seller/Landlord/Tenant \_\_\_\_\_ Date \_\_\_\_\_

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**CCPA REVISED 12/21 (PAGE 1 OF 1)**

**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)**



## City of Grass Valley City Council Agenda Action Sheet

**Title:** City of Grass Valley 2022 Strategic Plan Update

**Recommendation:** That Council approve the 2022 Strategic Plan update.

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

**Council Meeting Date:** 06/28/2022

**Date Prepared:** 06/22/2022

**Agenda:** Consent

**Background Information:** The City of Grass Valley initiated the strategic planning process in the Spring of 2018. The purpose of the Strategic Plan was to provide a set of goals from which comprehensive programs could be developed and adopted to help direct the City's future strategies and projects. The Strategic Plan was developed with input from community focus groups consisting of interested citizens and community leaders. Community contributions culminated at a Citywide public forum where discussion focused on the future direction of Grass Valley and potential projects to enhance the City's livability while protecting our unique identity.

The City's mission, vision, and values provide the foundation for the plan's seven key goals: Community and Sense of Place, Transportation, Recreation and Parks, Economic Development and Vitality, High Performance Government and Quality Service, Public Safety, and Water and Wastewater Systems and Underground Infrastructure. We developed the strategic objectives (projects) in each Goal via extensive analysis of citizen needs and desires, community leaders and local business owners' feedback, local and statewide trends, and information provided from various professionals within the City's organization. City Council approved the City of Grass Valley Strategic Plan on November 13, 2018. Since its approval, staff has used the Strategic Plan as a road map and guiding force for all the projects, plans and services provided by the City.

In January 2020, staff updated the 2018 Strategic Plan to reflect the project goals completed up to that point, those updates are shown in green text in the attached update of the Strategic Plan. The project goals completed between January 2020 and December 2021 are shown in blue text.

Earlier this year, staff met with some of the members of the original stakeholder groups to get their input and feedback on the updates and future direction of the Strategic Plan. At the April 5, 2022 City Council Meeting, staff received additional comments from the public and Council. Based on those comments, staff modified the Strategic Plan to incorporate additional ideas and suggestions.

Most of the comments/suggestions demonstrated continued support for the original goals and objectives. However, there was also a unanimous desire to include goals and objectives that address housing and development issues, and to ensure the impacts of climate change are considered with every new project the City implements and reviews/approves.

On June 14, 2022, the City Council provided some additional comments (recognizing the Nisenan, prioritizing the undergrounding of utilities, and updating the population numbers in one of the exhibits). Staff made these minor revisions/updates and formatted the final version for City Council approval. Attached for Council's approval is the final version of the 2022 Grass Valley Strategic Plan Update.

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

**Fiscal Impact:** There is no immediate budget/financial impact associated with the proposed actions.

**Funds Available:** N/A

**Account #:** N/A

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

**Attachments:**

1. Executive draft of the Grass Valley Strategic Plan 2022 Update



# **CITY OF GRASS VALLEY**

## **STRATEGIC PLAN**

### **2022 UPDATES**

#### **MISSION**

Enrich the quality of life through exceptional service, innovation, and leadership.

#### **VISION**

Enhance our future as a progressive destination and the place to live and thrive.

#### **VALUES**

Honesty & Open  
Exceptional Service  
Proactive  
Fiscal Responsibility  
Partnerships



## **THE CITY OF GRASS VALLEY**

*"That some achieve great success is proof to all that others can achieve it as well." - Abraham Lincoln*

The concept of a long-range Strategic Plan was first presented to the Grass Valley City Council in 2018. The purpose of the Strategic Plan was to provide a set of goals from which comprehensive programs could be developed and adopted to help direct the City's future strategies and projects. The Strategic Plan was developed with input from community focus groups consisting of an assortment of interested citizens and community leaders. Community contributions culminated at a Citywide public forum where discussion focused on the future direction of Grass Valley and potential projects to enhance the City's livability; seven core goals were identified: 1) *Community & Sense of Place*, 2) *Transportation*, 3) *Recreation and Parks*, 4) *Economic Development and Vitality*, 5) *High Performance Government & Quality Service*, 6) *Public Safety*, 7) *Water & Wastewater Systems & Underground Infrastructure*.

A list of strategies and projects were established for each goal based on feedback from the community, City staff and City Council. The strategies and projects will be reviewed by the City Council each year during the budgeting process and priorities will be established to determine which projects will be executed over the coming years. As projects are completed new projects will be added in keeping with the seven established Goals.

As part of this overall process City staff revised the City's Mission statement, created a Vision statement and set of Values to help guide City employees moving forward.



**THE MISSION OF GRASS VALLEY IS TO:**  
**ENRICH THE QUALITY OF LIFE THROUGH EXCEPTIONAL SERVICE,  
INNOVATION AND LEADERSHIP.**

**THE VISION OF GRASS VALLEY IS TO:**  
**ENHANCE OUR FUTURE AS A PROGRESSIVE DESTINATION AND THE PLACE  
TO LIVE AND THRIVE.**

**CITY VALUES**  
WE ACCOMPLISH OUR **MISSION** AND REALIZE OUR **VISION** BY EMBRACING  
THESE **VALUES:**

**HONEST AND OPEN:**  
WE WORK IN AN **OPEN, ETHICAL AND TRUTHFUL WAY**. ALL HAVE ACCESS TO  
SERVICES AND INFORMATION. WE ACT WITH **UNCOMPROMISING HONESTY AND  
INTEGRITY** IN EVERYTHING WE DO.

**EXCEPTIONAL SERVICE:**  
WE PROVIDE, **EXCELLENT, PROFESSIONAL AND HIGH-QUALITY SERVICE**. WE  
**ANTICIPATE, MEET OR EXCEED** CUSTOMER SERVICE EXPECTATIONS, **QUALITY  
IS EVERYTHING WE DO.**

**PROACTIVE:**  
WE **LEAD BY EXAMPLE**, INCORPORATING NEW IDEAS AND TECHNOLOGIES IN  
OUR WORK ENVIRONMENT, **ANTICIPATING AND IMPROVING** OUR DELIVERY OF  
SERVICE IN AN ENVIRONMENT OF EVER-INCREASING CHANGE.

**FISCALLY RESPONSIBLE:**  
WE BELIEVE IN **PROTECTING THE FINANCIAL HEALTH** OF THE CITY AND  
PROMOTING ITS ECONOMIC VITALITY AND **DELIVERING EXCEPTIONAL VALUE**  
TO OUR CITIZENS. RECOGNIZING WE ARE ENTRUSTED TO WISELY USE PUBLIC  
RESOURCES AND **BE ACCOUNTABLE** TO THOSE THAT HAVE PLACED TRUST IN US.

**PARTERSHIPS:**  
WE BELIEVE IN **COLLABORATION**, PROMOTING **INCLUSIVENESS**, SUPPORTING  
COMMUNITY INPUT, AND **EMBRACING NEW IDEAS**. WE TAKE PRIDE IN WORKING  
FOR AND GIVING BACK TO GRASS VALLEY



## **GRASS VALLEY**

The City's General Plan has always been built around central themes, all are key focus points of the City's current Vision:

- Preserve Grass Valley's historical character and encourage restoration.
- Expand public services to serve growing population.
- Encourage variety in residential building types and environments.
- Include high density housing areas in the town center.
- Provide better regional connections.
- Improve the circulation patterns within the City.
- Protect and improve the Downtown area.
- Diversify the economy and locate industry to avoid undue traffic.
- Preserve scenic beauty and character.

The citizens of Grass Valley value the City's rural small-town character and sense of community. Neighborhood integrity, as well as design and establishment of community and neighborhood gathering places, is a high priority for Grass Valley. Aesthetics such as trees, creeks and wildlife also play a vital role in the quality of life for Grass Valley residents. Furthermore, community members cherish the inherent sense of history in the architecture and landmarks throughout Grass Valley; therefore, historic preservation and improvements are highly important to the community.

The City of Grass Valley was incorporated as a charter City on March 13<sup>th</sup>, 1893. During the goldrush countless tin miners immigrated from Cornwall, England and settled in Grass Valley to try their hand at gold mining Grass Valley, home to two of the most lucrative mines in California: The Empire Mine and the North Star Mine. The Cornish brought with them their Cornish heritage which still permeates Grass Valley's culture, especially during annual events such as Cornish Christmas and St. Piran's Day.

Grass Valley is the largest city in western Nevada County, as such it is the economic and cultural center for the surrounding area. The City must plan for accommodating the needs of all the people who use the City, even those who are not City residents. For example, the Center for the Arts attracts approximately 60% of their patrons from locations outside of Grass Valley city limits.

# POPULATION

## 2022 UPDATES

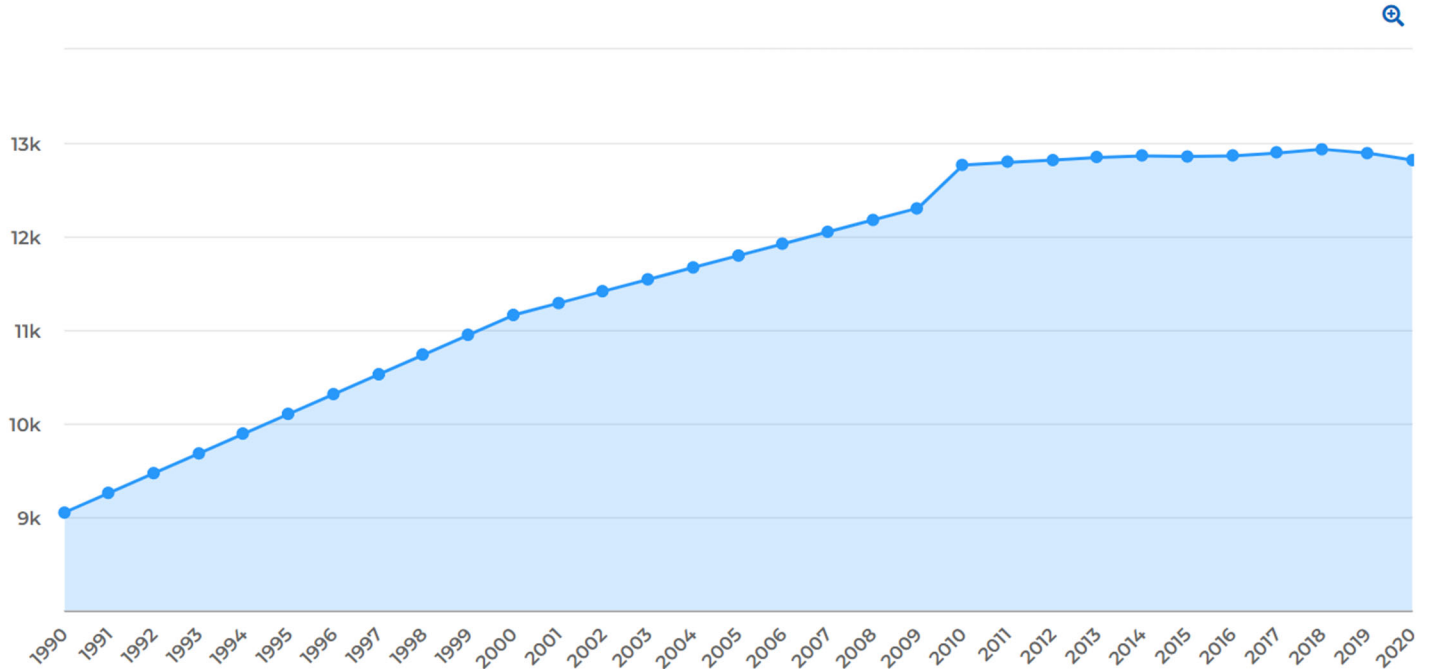


TOTAL POPULATION

**13,617**

▼ **.4%**  
vs. 2021

GROWTH RANK

**342** out of **484** Municipalities in California

\* Data Source: American Community Survey, 2010 Census, 2000 US Census and 1990 US Census

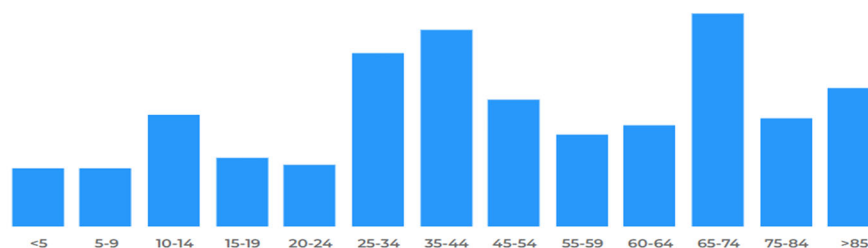


DAYTIME POPULATION

**20,234**

Daytime population represents the effect of persons coming into or leaving a community for work, entertainment, shopping, etc. during the typical workday. An increased daytime population puts greater demand on host community services which directly impacts operational costs.

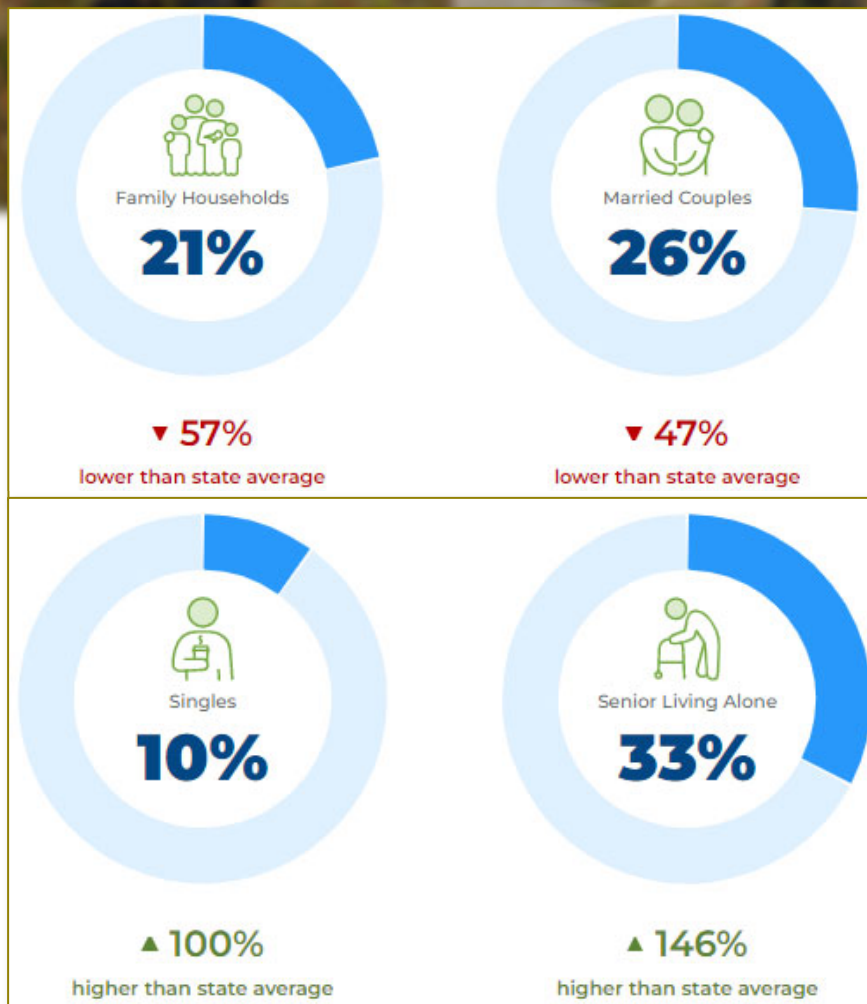
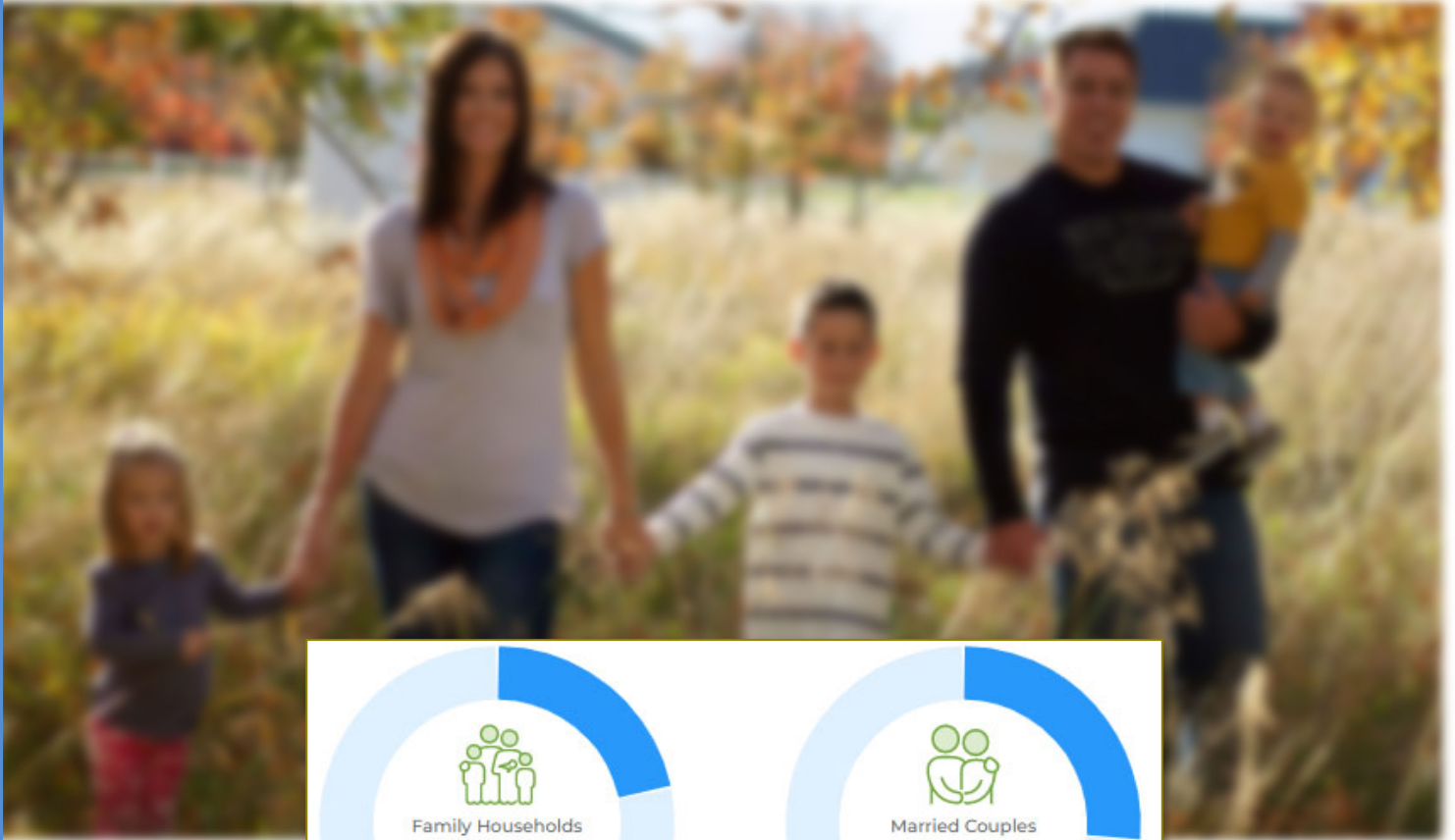
POPULATION BY AGE GROUP



Aging affects the needs and lifestyle choices of residents. Municipalities must adjust and plan services accordingly.

\* Data Source: American Community Survey, 2010 Census, 2000 US Census and 1990 US Census

# 6,134 GRASS VALLEY HOUSEHOLDS 2020

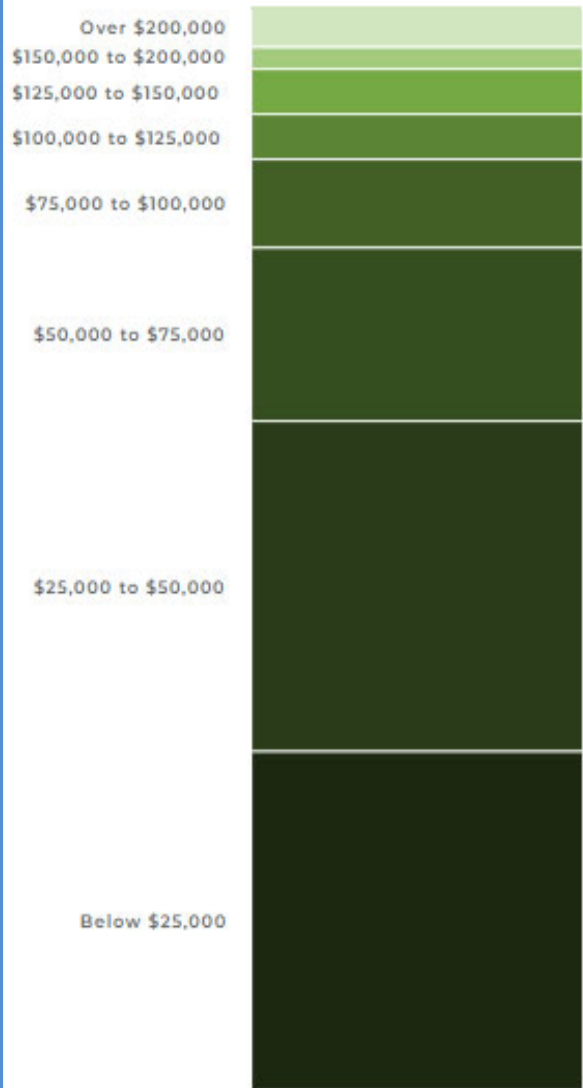






HOUSEHOLD INCOME

GRASS VALLEY



HOUSEHOLD INCOME

Above \$200,000

4%

▼ 71%  
lower than state average

Median Income

\$37,548

▼ 50%  
lower than state average

Below \$25,000

31%

▲ 91%  
higher than state average

# HOUSING



2021 MEDIAN HOME VALUE

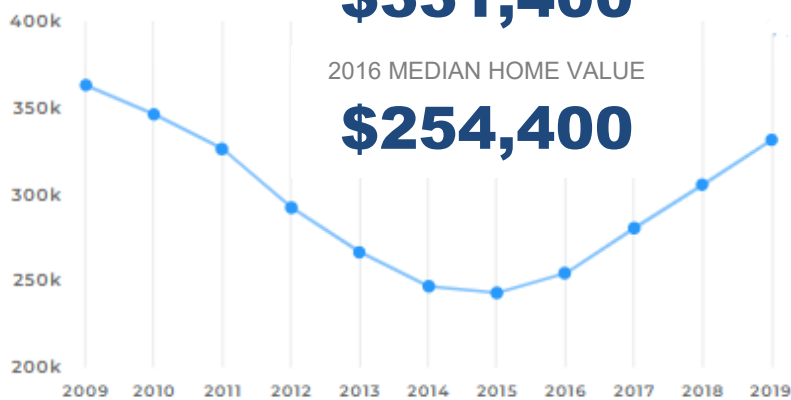
**\$506,600**

2019 MEDIAN HOME VALUE

**\$331,400**

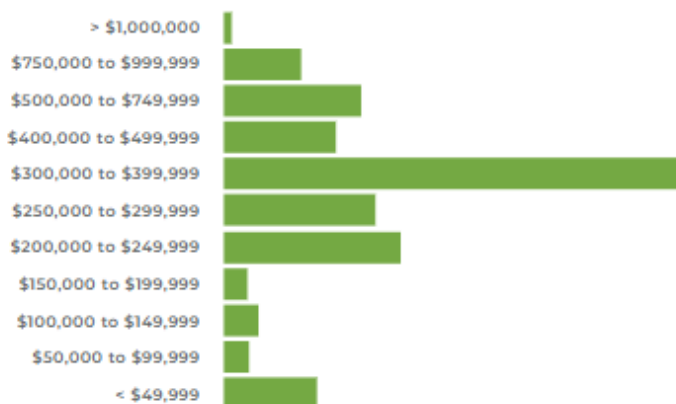
2016 MEDIAN HOME VALUE

**\$254,400**



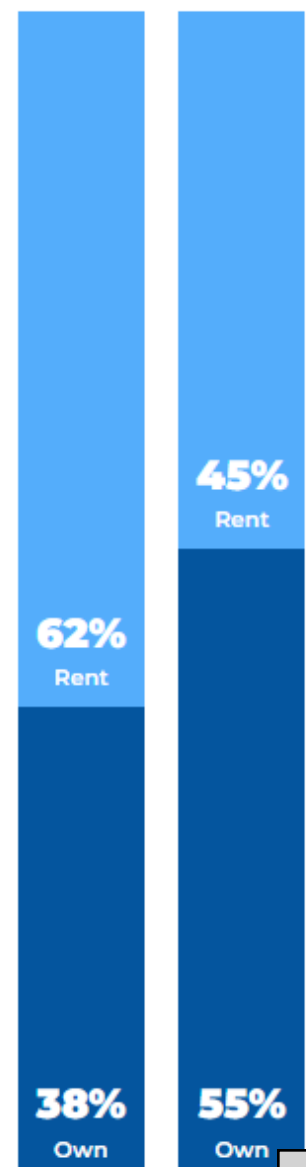
\* Data Source: 2019 US Census Bureau, American Community Survey. Home value data includes all types of owner-occupied housing.

## HOME VALUE DISTRIBUTION



## HOME OWNERS VS RENTERS

Grass Valley State Avg.



# SCHOOL ENROLLMENT



## NEVADA JOINT UNION HIGH

Academic Year	Charter School Enrollment	Non-Charter School Enrollment	Total Enrollment
2020-21	7.2%	92.8%	2,686
2019-20	6.6%	93.4%	2,788
2018-19	6.5%	93.5%	2,775
2017-18	6.9%	93.1%	2,801
2016-17	6.0%	94.0%	2,862
2015-16	4.8%	95.2%	2,947
2014-15	2.2%	97.8%	3,003





**CITY OF GRASS VALLEY**  
Timothy Kiser, City Manager/City Engineer

125 East Main Street  
Grass Valley, CA 95945

**A CENTENNIAL CITY**

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## LETTER FROM THE CITY MANAGER

In 2018, we prepared and implemented the City of Grass Valley Strategic Plan. The goals and projects presented in the Strategic Plan were developed after multiple meetings with Grass Valley citizens, community and business partners, mayor and councilmembers, as well as City staff. The overall goal and central focus of the plan is to ensure the well-being of our City while working to improve our unique identity as we plan for the future.

The City's mission, vision, and values provide the foundation for the plan's seven key goals: Community and Sense of Place, Transportation, Recreation and Parks, Economic Development and Vitality, High Performance Government and Quality Service, Public Safety, and Water and Wastewater Systems and Underground Infrastructure. We developed the strategic objectives (projects) in each Goal via extensive analysis of citizen needs and desires, community leaders and local business owners' feedback, local and statewide trends, and information provided from various professionals within the City's organization. These objectives were the guiding force for all the projects completed over the last four years, and they are expected to help inspire the City's plans and services over the next fifteen to twenty years.

Throughout this 2022 Strategic Plan update, you will find detailed information about the various projects the City has undertaken and/or completed over the last four years. The projects completed between November 2018 and January 2020 are listed in green, any project completed between January 2020 and December 2021 are listed in blue. While I am proud of the goals we've achieved and projects we've completed since 2018, there is still a lot to be done.

The world, and our community, has changed a lot over the last few years. Therefore, it's imperative we revisit, refine, and add goals to our Strategic Plan to ensure our community is adequately adapting to address global concerns such as climate change and affordable housing, while also preparing for more localized concerns such as wildfire, vegetation management, and water rights. Therefore, I present this 2022 Strategic Plan as an example of the progress we've made, and as an enhanced roadmap to help us grow and adapt to the ever-changing conditions of our environment and society. The highlighted goals listed throughout this update were added after the Special City Council meeting of April 5, 2022.

I look forward to continuing to work with the community, Council, and staff to make the City of Grass Valley more beautiful and vigorous than ever.

Sincerely,

Tim Kiser  
*City Manager*

# STRATEGIC PLAN

Work Tasks completed between 11/2018 and 1/2020 (Green Text)

Work Tasks completed between 1/2020 and 12/2021 (Blue Text)

## **GOAL #1: COMMUNITY & SENSE OF PLACE**

***THE CITY OF GRASS VALLEY IS DEDICATED TO PROMOTING PROGRAMS AND PROJECTS THAT IMPROVE LIVABILITY AND ENHANCE THE CHARACTER AND CHARM OF GRASS VALLEY.***

It is the City's goal to provide for high-quality development that respects Grass Valley's historical small-town character, while also encouraging a variety of residential housing and business types. To maintain the quality of life and sense of community, the City will continue to provide more experiences for families and promote neighborhood and downtown improvements.

### **Ideas from the Community:**

1. Diverse housing options for all
2. Make our community more attractive to young families
3. Address concerns related to affordable housing and housing shortage
4. Downtown Grass Valley and other areas of the community needs more *experiences* for families (a communal gathering place)
5. Preservation of Grass Valley's historical character and overall beautification of the City
6. We should preserve and celebrate our Native History, prior to the Gold Rush
7. Projects should consider/address the ever-changing climate concerns that impact our community

### **OBJECTIVES/PROJECTS:**

#### **SHORT TERM PROJECTS (0-3 YEARS):**

1. Hold housing forums with stakeholders regularly to evaluate challenges facing our community and look at solutions to assist with addressing housing constraints. This forum should also evaluate housing market for our region.
2. Reevaluate the City's short term rental policy and short term rentals' impact on long term rentals.
3. Work with developers and the community to expedite the development of housing projects (especially already approved housing projects). Develop quality of life housing opportunities.
  - *Adopted the 2019-2027 Housing Element which highlights the importance of maintaining and improving the local environment and quality of life in Grass Valley. It also addresses strategies for promoting fair and equal housing opportunities.*



- *Used SB2 and LEAP grants to complete Southern Sphere of Influence Planning project to expedite housing for the Berriman Ranch Phase III*
4. Develop a landscape strategy to ensure consistency in City-maintained landscape areas, including downtown streetscapes and City-owned parking lots.
    - *Hired Living Outdoors Landscapes to assist with Park and Downtown landscaping.*
    - *Developed landscaping plan for South Auburn Street City Parking Lots.*
    - *Installed new landscaping in South Auburn parking lot*
    - *Partnered to install raised planters and landscaping in Safeway parking lot.*
    - *Throughout COVID, City worked with Downtown businesses to decorate, install artwork, and update planters regularly.*
  5. Create more experiences for families in City parks and downtown (e.g. storytelling, summer camps, outdoor performing arts, magic shows, and other special events geared toward families).
    - *Reconstructed Minnie Park Playground expanding the playground and adding a scooter/tricycle track for beginner youth riders funded by Measure E.*
    - *Installed temporary streetside dining areas to expand outdoor dining options during the pandemic*
    - *Enacted downtown Mill St closure to create pedestrian-friendly space and enhanced retail and dining experiences*
    - *Decorated downtown for the holidays (Christmas, Halloween, Easter, etc.)*
  6. Develop an annual project to clean up neighborhoods and/or commercial areas.
    - *Adopted Vacant Storefront Window Ordinance 17.41 to address potential blight issues associated with long-term unmaintained buildings in the downtown area.*
  7. Create identifiable highway signage and gateways into the City to help promote a unique and captivating identity for the City of Grass Valley.
    - *Constructed new entryway sign/ Fire Memorial at Neal Street Parking Lot. The entryway sign design will be the standard for other entry locations.*
  8. Support the undergrounding of Utilities
  9. Improve the appearance of Colfax Avenue (Highway 174), Main Street, and Old Highway 49.
    - *Working with Caltrans to relinquish Colfax Avenue, Hansen Way, and portions of Tinloy Avenue. California Congress to approve the relinquishment in March 2020 (delayed due to COVID-19).*
  10. Establish and support more events that encourage diverse attendance from all groups.
    - *The City's calendar (viewable via the City's website) incorporates events from businesses and venues throughout downtown and Grass Valley, including Center for the Arts events, local restaurant/bar/winery events, and family and parenting events and classes. We also share events happening at the Fairgrounds.*

- *Staff coordinated several successful food trucks events downtown with the goal of scheduling more.*
- *Decorated for the holidays, purchased tables and umbrellas to improve the aesthetics of downtown and make it a more inviting area for all.*
- *4<sup>th</sup> of July Fireworks Show, 100% funded by donations, was relocated due to COVID restrictions, but new location ended up making the show more viewable for the entire community.*

11. Add a student art exhibit to City Hall.

- *Added NHUS senior art project (Del Oro Theatre painting) to City Hall entryway.*

12. Improve and restore waterways (i.e. Wolf Creek) throughout the City.

- *Reconstructed floodplain and restored wetlands on Peabody Creek near Condon Park.*
- *Applied for Prop 68 Green Infrastructure grant in July 2019 to restore sections of Wolf Creek in Memorial Park to allow for safe public access. (Not awarded funds but will continue efforts as new grants become available).*
- *Developed strategy and garnered State approval of a Pyrethroid Management Plan to establish a variety of actions that monitor pyrethroid discharges into City water bodies.*
- *Completed an estimated 81 storm water pollution control site inspections and enforced correction actions for erosion and sediment control issues.*

13. Support the Federal recognition of the Nisenan.

14. Be a leader in green energy solutions (Solar, Community Choice Aggregation, etc.)

- *Received a Beacon Spotlight Award (Gold Level) for 17% Community Greenhouse Gas Reduction.*
- *Received a Beacon Spotlight Award (Platinum Level) for 34% Agency Greenhouse Gas Reduction.*

**MEDIUM TERM PROJECTS (2-5 YEARS):**

1. Make City entrance signs on Highway 49 East and West, possibly utilizing the overpasses and screen protective fencing as a backdrop.

2. Create a “community gathering place” for the City in/near downtown where families and groups can enjoy music, recreation, and all sorts of entertainment together.

- *In response to COVID, added planters, parklets, tables and umbrellas to downtown to help create a safe gathering space for families and groups.*
- *Downtown Streetscape Improvement Project #21-12 (Mill Street) RFQ & RFPs for Design-Build Services went out in December 2021.*

3. Enhance efforts to clean up neighborhoods and commercial areas.

- *Organized and implemented neighborhood cleanup and debris collections following December 2021 winter storm.*

4. Create programs to encourage business and homeowners to make façade renovations to improve overall appearance of the City.
  - *Adopted Vacant Storefront Window Ordinance 17.41 to address potential blight issues associated with long-term unmaintained buildings in the downtown area.*
  - *Worked with GV Brewery to create outdoor dining along East Main Street by converting parking spaces to dining area.*
5. Amend City regulations to allow businesses to utilize space in the public right-of-way in Downtown to increase outdoor dining and shopping experiences (potentially remove some parking to accomplish).
  - *Staff is working with Grass Valley Brewery to expand outdoor seating into sidewalk area (realign sidewalk into the street) on East Main Street as a trail project.*
  - *This project has been approved by the Development Review Committee.*
  - *During COVID, the City found creative ways to assist restaurants in using sidewalks and parking stalls to create parklets to allow for more outdoor dining.*
  - *With Council's approval of the Mill Street closure, staff created a Mill Street Encroachment Permit process wherein the downtown businesses can reserve the space in front of their business to expand their services into the public right-of-way.*
6. Initiate the General Plan Amendment, focusing on required components, refreshing information to bring the plan and code up to date, minimizing the time and money to update entirely, focusing on what is needed and required to sustain Grass Valley's vision for the next 20 years.
  - *General Plan Amendment to the City of Grass Valley's 2019-2027 Housing Element.*
7. Design Grass Valley themed signage to install throughout Downtown area.

#### **LONG TERM PROJECTS (5-10 YEARS):**

1. Enhance the attractiveness of neighborhoods through City services, innovative ideas, and voluntary compliance with City codes and regulations.



## **GOAL #2: TRANSPORTATION**

***THE CITY OF GRASS VALLEY SUPPORTS A SAFE, RELIABLE, AND MULTIFACETED TRANSPORTATION SYSTEM CAPABLE OF ACCOMMODATING EVERY COMMUNITY MEMBER AND GUEST OF GRASS VALLEY.***

Grass Valley focuses on improving circulation patterns within the City, and this Strategic Plan reinforces that focus with projects aimed at enhancing overall connectivity. Providing quality infrastructure will always be a focal point for the City of Grass Valley, including safe and well-designed streets, bikeways, sidewalks, and trails.

### **Ideas from the Community:**

1. Street maintenance, improvements to intersections and pedestrian walkways (sidewalks, trails) should be treated as high priorities.
2. Improvements need to be made to Colfax Avenue and South Auburn Street intersection downtown, as well as, the McKnight Way freeway interchange.
3. Completion of the Wolf Creek Trail system.
4. Enhance City sidewalks and bikeways to provide for safer travel, better walkability, and more connectivity throughout Grass Valley.
5. Look into net-zero emissions and alternate fossil fuel transportation modes, in addition to shorter wait times for bus travel.

### **OBJECTIVES/PROJECTS:**

#### **SHORT TERM PROJECTS (0-3 YEARS):**

1. Develop an aggressive pavement management plan to address aging streets and sidewalks that need resurfacing and repair. Look into contracting out an annual overlay program for road and sidewalk repair.

#### *Completed the following projects:*

- *2019 Street Improvement Project: Mill Street from Highway 20 to East Main Street, East Main Street from the Roundabout to Dorsey Drive, Bennett Street from Hanson Way to the end of City Limits, South Auburn Street from Hansen Way to McKnight Way, Scotia Pines Circle & Peabody Court, Forest Glade Circle, Freeman Lane South of West McKnight Way (4.5 miles of resurfaced roads, 50 ADA ramps installed).*
- *Empire Court & Kate Hayes Street Project: (0.35 miles of resurfaced roads, 2 ADA ramps installed).*
- *Richardson Street Reconstruction: (780 linear feet of missing segments of sidewalk, 20 ADA ramps installed) funded by Measure E.*
- *2019 Measure E Rehab Project: Chapel Street, Pleasant Street, Walsh Street, Neal Street, Carpenter Street, Townsend Street, West Main Street, Dalton Street, Columbia Avenue, Lloyd Street, South School Street, Temby Street, and South Church Street (3 miles of AC*

*overlaid roads, 50 ADA ramps installed, 1000 linear feet of missing segments of sidewalk) funded by Measure E.*

- *NE Sidewalk Project (Sutton Way, Maltman Drive, and Dorsey Drive) installed 4 curb ramps and installed 1400 ft of missing sidewalk to create continuous accessible sidewalk routes.*
  - *2020 Annual Street Rehab Project: W Empire St, Whiting St, Le Duc St, Kechley Ct, Mainhart Dr and Stacey Ln (1.25 miles of resurfaced roadway, 10 ADA ramps installed, 200 linear feet of missing sidewalk segments)*
  - *2020 Measure E Street Rehab Project: Joerschke Dr, Maltman Dr, Manor Dr, Glenbrook Dr, Annex Ave, Apple Ave, W Olympia Dr, Glenwood Rd (approximately 2 miles of resurfaced roadway)*
  - *Slate Creek Road Improvements Project: Slate Creek Rd from Ridge Rd to the city limits, (approximately 1000 feet of resurfaced roadway)*
  - *Idaho Maryland Road Measure E Emergency Repaving: Idaho Maryland from Sutton Way to Brunswick Road, (approximately ½ mile of resurfaced roadway)*
2. Create a tree planting/replacement program with a common theme (e.g.: Dogwoods) for the City's streets. Continue seeking grants related to air quality and greenhouse gases to help fund this effort.
3. Maintain ADA Transition Plan and commence implementation of improvements.
- *Installed 106 ADA ramps.*
  - *Updated Park restrooms (Memorial Park and Minnie Park) and playgrounds (Memorial Park and Minnie Park) to meet ADA requirements funded by Measure E.*
  - *Added one ADA parallel parking space downtown.*
  - *The Condon Park Accessibility Project included grading and resurfacing the trail, repaving the roadway, and repairing and installing sidewalk to meet current ADA standards.*
  - *Installed 10 ADA curb ramps*
  - *Added ADA parking spaces in the Church Street Parking lot.*
  - *Updated the City's website to meet ADA current standards.*
4. Continue to look for ways to improve parking (i.e. add more parking spaces) in and near Downtown area.
- *Purchased 309 Mill Street property to create additional parking downtown – Project is under Planning review.*
  - *Working with Caltrans to relinquish portions of Tinloy Street, Colfax Avenue, and Hansen Way, along which the City will create more parking spaces.*
  - *Constructed 15 permit only paved parking spaces at 161 S. Auburn Street.*
  - *Constructed 25 permit only parking spaces at 341 East Main Street.*
  - *Turned Neal Street/S. Auburn Street Parking Lot into paid parking lot (33 spaces).*
  - *Restriped the S Church St parking lot to gain an additional 11 spaces*
  - *Acquired property at 131 Colfax and contracted to demolish exist structure for possible parking area.*
  - *Project was approved project in July 2021*
  - *A total of 32 parking spaces are proposed including 2 ADA parking spaces. Of the 32 parking spaces, 4 or 12 percent are compact parking spaces with dimensions of 8 feet by 18 feet. The standard parking space dimensions are 9 feet by 18 feet with backing distances of 24 feet in compliance with City Standards. A bicycle rack is also provided at the northeast corner of the property.*



5. Install sidewalks in key pedestrian areas, including downtown and East Main Street, to provide for connectivity with existing sidewalks to allow for safe pedestrian travel.
  - *Installed new sidewalks along Pleasant Street to make a continuous sidewalk on one side of the street.*
6. Work out an agreement with Caltrans to acquire Tinloy Street-Hansen Way-Colfax Avenue (Highway 174) intersection.
  - *Relinquishment Agreement for the right of way was approved by Caltrans and City Council. Awaiting CA Congress approval.*
7. Develop a plan to redesign the intersection at the freeway offramp at Colfax Avenue and South Auburn Street (possible roundabout) to improve traffic flow and pedestrian/cyclist access, encourage safer driving, and provide additional parking for downtown.
  - *In partnership with Caltrans, NCTC, and the City, conceptual oval/kidney bean roundabout has been studied and received preliminary approval. Next step is to seek funding to start engineering, environmental review, and construction.*
  - *Applied for grant funding in conjunction with NCTC and Caltrans. Unsuccessful in the ATP funding for 2021 but will reapply addressing areas the project did score well and will reapply in 2022.*

#### **MEDIUM TERM PROJECTS (2-5 YEARS):**

1. Conduct proactive community engagement forums regarding sensitive traffic concerns and facilitate discussions with the responsible departments (Police, Engineering, etc.) on traffic related issues.
2. Collaborate with Caltrans to develop a design to improve the McKnight Way Interchange, and South Auburn Street/Colfax Avenue/Tinloy Street triangular intersection (possible roundabout) to improve traffic flow and freeway access.
  - *An Intersection Control Evaluation was completed for the McKnight Way interchange. The extensive study and report, which proposes two roundabouts on both freeway ramps, was accepted by Caltrans. The City has approval to seek out funding opportunities and to move on to the design and environmental phases.*
  - *An Intersection Control Evaluation was nearing completion for the triangle intersection. A draft report and preferred alternative were developed, Engineering Department is looking to apply for an ATP grant to fully fund the project.*
3. Create an attractive, aesthetically pleasing entryway to downtown.
  - *Constructed new entryway sign/ Fire Memorial at Neal Street Parking Lot.*
  - *Completed landscape improvements in the Brockington (Safeway) shopping center parking lot.*
  - *Relandscaped the corner of Richardson and East Main Street to improve the entry from Bennett Street off ramp.*
4. Beautify Colfax Avenue (landscaping) to make it a more attractive gateway to downtown

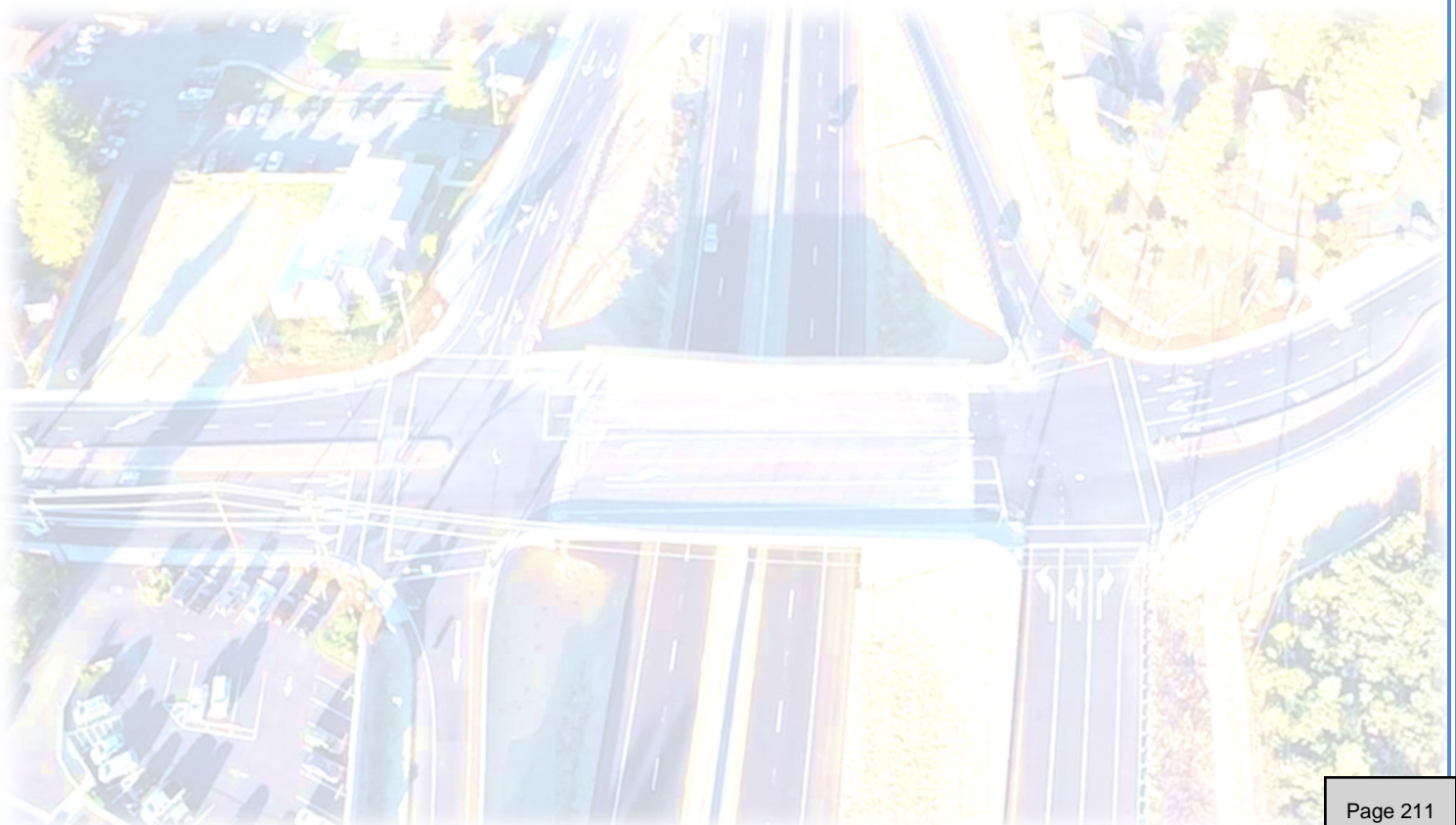
shopping and dining, and Memorial Park neighborhoods.

5. Redesign streets throughout downtown: improve sidewalks, develop a gathering place for community members and visitors to congregate.
  - *Constructed raised crosswalk at Mill Street/Bank Street intersection, improved curb ramps throughout downtown, South Auburn Street, Bennett Street, etc. (See 2.A.1 & 2.A.3 for more details).*
  - *After an extensive public outreach program, and City Council's approval to close Mill Street (two blocks) to create a town square environment for downtown (a gathering space for the community), the Downtown Streetscape Improvements Project Design Build Services contract solicitation is underway.*
6. Develop a systematic and decisive plan to acquire property.
7. Improve existing public-controlled property to allow for the development of non-motorized trails to create connections between areas such as Wolf Creek, Downtown, schools, and parks.
  - *Completed first phase of Wolf Creek Trail (Cohousing/River Otter way to Mining Museum Parking Lot at Mill Street & Freeman Lane) 1.25+/- miles of trail constructed.*
8. Evaluate the placement of new electronically lit crosswalk systems near schools and downtown sites.
  - *Installed flashing cross walk signs at four intersections downtown (West Main Street/Church Street, West Main Street/School Street, Neal Street/Mill Street, South Auburn Street/Mohawk Street, and East Main Street/Murphy Street).*
  - *Awarded Highway Safety Improvements Project grant to install safety lights and enhanced markings and signage at multiple crosswalks around town.*
9. Install electric vehicle charging stations at key locations throughout the City.
  - *Awarded grant to install electric vehicle charging stations at City Hall and S Auburn St parking lots*

#### **LONG TERM PROJECTS (5-10 YEARS):**

1. Install portions of the Wolf Creek Trail throughout Grass Valley with the goal of providing overall connectivity to each section over the next 7 to 10 years. Look into creating connectivity to the North Star House and other facilities as part of the construction of the Wolf Creek Trail.
  - *Completed first phase of Wolf Creek Trail (Cohousing/River Otter way to Mining Museum Parking Lot at Mill & Freeman Lane) 1.25+/- miles of trail constructed.*
  - *Worked with consultant Surf 2 Snow ERM on identifying the preferred alignment and preliminary Engineering and Environmental for the remainder of the Wolf Creek Trail from Phase 1 to connect with Loma Rica Ranch.*

2. Widen Highway 49 South to four lanes to improve safety in high-danger areas.
3. Develop long-term transportation planning to help local and regional transportation networks operate at the highest level of efficiency.
  - *Work with NCTC and traffic consultant GHD on an update to the Regional Traffic Mitigation Fee Program.*
4. Research Uber, Lift, and other transportation network companies as a potential public transportation option and employment shortage solution.
5. Work with Caltrans to remove their material storage yard along Wolf Creek and the Colfax downtown freeway exit.





**GOAL #3:****RECREATION & PARKS**

***THE CITY OF GRASS VALLEY STRIVES TO PROVIDE DIVERSE RECREATIONAL AMENITIES IN OUR PARKS, AND WE ARE ACTIVELY IMPLEMENTING PROJECTS TO IMPROVE THE PARKS AND TRAILS SYSTEMS.***

To enrich the physical, mental and social wellbeing of the community, the City of Grass Valley will provide diverse recreational amenities to all age groups within our parks and maintain the parks to the highest standards.

**Ideas from the Community:**

1. Upgrades and improvements to all City parks and trail systems.
2. Improved cooperation with the school systems for joint use of fields.
3. Enhancements to the City pool and facilities at Memorial Park.
4. Development of a sports complex for field events where the City can host City teams and traveling teams as an economic advancement for Grass Valley.
5. Ensure accessibility and safety of the parks and trails within the City.

**OBJECTIVES/PROJECTS:****SHORT TERM PROJECTS (0-3 YEARS):**

1. Upgrade Memorial Park fields, pool and pool deck, locker rooms, parking lots, sidewalks and safety fencing around Colfax Highway. Also, improve signage, entrance, and landscaping to accomplish overall beautification of Memorial Park.
  - *City approved a contract with Public Restroom Company to replace and upgrade the pool buildings (restrooms, locker rooms, showers, meeting room, office space, etc.). Paid for with Measure E funding and the estimated completion is Summer 2020.*
  - *Constructed 4 Pickleball courts in Memorial Park.*
  - *CDBG Memorial Park Facilities Improvements Project began June 2021. Project includes expansion of the pool, installation of pickleball courts, replacement of softball field with all-weather softball field (outfield to be striped to accommodate soccer games/practices. Project also includes creating a cut through road from Race Street to Oak Street, the cut through is designed to provide additional parking in the park.*
2. Install and/or improve fields for soccer, lacrosse and other field sports. Increase playable hours at fields through the evaluation of lighting options.
  - *In conjunction with Grass Valley School District, the City installed an all-weather full-size soccer/lacrosse field. The field is striped for multiple soccer field age groups and includes a gravel walking/jogging perimeter path. The project was fully funded by Measure E.*
  - *The CDBG Memorial Park Facilities Improvements Project includes replacement of the softball field with a synthetic turf softball field. The new softball outfield will be striped to accommodate soccer games and practices as well.*

- *De Mautino Park soccer field was resodded as part of the 2020 annual Measure E Park Improvements.*
  - *Bonded for \$6 million in Measure E Park improvements to be used towards major sports field improvements.*
3. Collaborate with the State, local agencies, schools to utilize their field space and/or property for recreational purposes.
- *The Grass Valley School District and the City entered into a Joint Use Agreement to expanded community use of the Grass Valley Charter School Field, the Lyman Gilmore Middle School Field, and the Scotten Elementary School Field. The Joint Use Agreement expands community use of the identified GVSD school sites to maximize utilization of School District property and improve recreational opportunities for the public and community. The City intends to use and upgrade the facilities of the identified school sites for community use, during non-school hours.*
  - *Working with Sierra College to potentially lease Rotary Fields under a Joint Use Agreement.*
4. Develop internal trails within the City parks.
- *Condon Park Parking Lot Improvements Project began construction, including improved trail connection through read baseball field parking lot*
  - *BYLT in partnership with the City completed construction of native earthen spur trails connecting to and from the Wolf Creek Trail*
  - *The City and BYLT partnered to repave the highly used Litton Trail*
5. Beautify and improve the landscaping throughout Condon Park, design and develop a more striking entrance to the park, provide more parking, expand the disc golf area, add seating around skate park, and non-motorized trails throughout the park, and renovate the public buildings.
- *Replaced Park restrooms (Memorial Park and Minnie Park) and playgrounds (Memorial Park and Minnie Park). Funded by Measure E.*
  - *Approved the expansion of Condon Park disc golf course.*
  - *Reduced potential fire danger by masticating approximately 10 acres (opens the expansion of the disk golf course).*
  - *City is working with Acton Arboriculture to develop a short- and long-term plan for maintaining and improving the trees and horticulture in Condon Park.*
  - *Fencing at the Skatepark has been removed at the request of the local skatepark users, through a collaboration with the police department and City.*
6. Enhance the City's recreational programs by developing partnerships, policies, and processes with outside organizations to help meet the recreational needs of Grass Valley while minimizing the need for City resources.
- *A Joint Use Facility Agreement with Grass Valley School District has allowed to the City to assume field reservation responsibilities and collect field use rental fees at Lyman Gilmore, Scotten and Grass Valley Charter Schools. The process for recreational organizations to reserve field space in the Grass Valley area has been streamlined because they can reserve the various available field spaces through the City of Grass Valley.*

- *The City has worked closely with Gold Country Lacrosse Club to meet their field use needs. The City has included field striping and additional fencing to the Lyman Gilmore turf field to accommodate Lacrosse standards.*
  - *The City has continued to support the growth of Gold Country YMCA. The City modified the use agreement with YMCA to include use of the Scout Lodge at Memorial Park to allow for more year-round programming and classes.*
  - *Through collaborative efforts with Gold Country Disc Golf Association, concept level designs for a 9-hole expansion of the Condon Park Disc Golf course has been completed.*
  - *YMCA has entered into agreement with the City to manage programming for the new Memorial Park Pool facilities.*
7. Improve the smaller parks in Grass Valley by upgrading play equipment and landscaping.
    - *Replaced the Minnie Park playground and restrooms. Funded by Measure E.*
  8. Install a water playground feature in City parks.
    - *The CDBG Memorial Park Facilities Improvements Project includes adding a splash park to the new pool area.*
  9. Increase the use of video and social media advertising for recreation programs, classes, and events.
  10. Improve the safety of public parks by employing a park ranger.
    - *Dedicated a fulltime GVPD officer to performing park ranger like duties in parks and downtown.*

#### **MEDIUM TERM PROJECTS (2-5 YEARS):**

1. Implement new Recreation Management Software to allow for the convenience of online registration, reservations, and payments.
  - *With the purchase of the Tyler Technologies system for financial software, the City can implement a Parks and Recreation module that can be used to facilitate online registration, reservations, and payments in the future at no additional cost.*
  - *In 2021, Staff implemented new Trumba calendar (on City's website) wherein sports clubs/teams and any other interested parties can view and schedule field use for any of the City-managed fields (Lyman Gilmore, Grass Valley Charter, Margaret Scotten, and De Mautino).*
2. Remove the dilapidated buildings in Memorial Park and replace with new building(s) that can be used by community groups for their various recreation and other programs in partnership with the City.
  - *The new pool building includes a multipurpose room and outdoor area that can be used for group gatherings/celebrations.*

- *The Clubhouse was demolished as part of the CDBG Memorial Park Facilities Improvements Project.*

3. Improve Condon Park by adding more trails and continue upgrades to Love building so it can be considered a more diverse venue capable of hosting events (e.g.: weddings, company events, reunions).
4. Create a unique play structure in Condon Park that commemorates the City's historical past.
5. Create Parks and Landscaping maintenance standards for City parks to ensure they are well maintained, clean, safe, and family friendly.
6. Construct an all-weather field for soccer, lacrosse, and other sports.

- *In conjunction with Grass Valley School District, the City installed an all-weather full-size soccer/lacrosse field at Lyman Gilmore, fully funded by Measure E.*

#### **LONG TERM PROJECTS (5-10 YEARS):**

1. Create a sports complex to host soccer, softball, lacrosse, baseball, and other outdoor field events.
2. Provide indoor space to host a variety of community events and recreational classes.
3. Encourage outdoor eco-friendly programs through the private sector based out of the City of Grass Valley.





**GOAL #4: ECONOMIC DEVELOPMENT & VITALITY**

***THE CITY OF GRASS VALLEY ENCOURAGES A ROBUST AND SUSTAINABLE ECONOMY THAT REFLECTS DIVERSE EMPLOYMENT OPPORTUNITIES THAT SUPPORT THE VALUES OF GRASS VALLEY.***

Grass Valley plays a critical role in shaping the quality of life for its community members through the establishment of an authentic sense of place and fiscal stability. City leaders will continue to work with the business community and community leaders to institute a sustainable economic development strategy that supports small business development, the arts, and tourism.

**Ideas from the Community:**

1. Grass Valley needs more living-wage jobs.
2. We need to provide opportunities for emerging, non-traditional entrepreneurial small businesses in the City.
3. Provide local training in the various trades to foster upward mobility.
4. Improve highspeed internet and broadband service throughout the City.
5. Improve the downtown Safeway shopping center and entrance to downtown Grass Valley.
6. Encourage the farm to fork industry, collaborate with local farms.
7. Support small business through the City permitting process.
8. Expand marketing for tourism and the arts in Grass Valley, promoting the City as a destination to explore.

**OBJECTIVES/PROJECTS:**

**SHORT TERM PROJECTS (0-3 YEARS):**

1. Implement a plan to establish highspeed, broadband internet service to the residences and businesses in the City of Grass Valley and surrounding area.
  - *The City is working with Race Communications to bring high speed internet to the City. Staff is currently working with Race on installing fiberoptic cable in the Whispering Pines business park and Loma Rica Ranch.*
2. Address Downtown parking issues identified in the Adopted Parking Plan, including funding, convenient access, and integrated transit and alternate transportation solutions.
  - *Purchased 309 Mill Street property to create additional parking downtown – Project is under Planning review.*
  - *Working with Caltrans to relinquish portions of Tinloy Street, Colfax Avenue, and Hansen Way, along which the City will create more parking spaces.*
  - *Constructed 15 permit only paved parking spaces at 161 S. Auburn Street.*
  - *Constructed 25 permit only parking spaces at 341 East Main Street.*
  - *Turned Neal Street/S. Auburn Street Parking Lot into pay for parking lot (33 spaces).*

- *Restripe the S Church St parking lot to gain an additional 11 spaces*
3. Enforce the No-Smoking ordinance downtown, work with merchants and community members to promote No-Smoking campaign.
    - *Downtown officer (John Herrera) works with downtown businesses to ensure enforcement of the City's No-Smoking Ordinance.*
  4. Collaborate with the Downtown Association to create unique shopping experiences downtown to help influence patrons to linger and shop longer. Develop strategies to inspire citizens and visitors to shop downtown as opposed to online (e.g. create same day delivery service for downtown stores).
    - *The outdoor dining areas (tables and umbrellas, etc.) installed on Mill Street during COVID-19 proved to be a successful strategy to bring people downtown. As a result of the Mill Street Closure success, City Council approved the Mill Street Project (Downtown Streetscape Improvements Project) to include new decorative street surface, semi-permanent outdoor dining areas, stone planters, and new landscaping. promises to enhance the experience of shopping and dining downtown.*
  5. Take steps, via annexation and/or rezoning, to create a business environment with more opportunities for industrial businesses to thrive.
    - *On July 19, 2019, City Council directed staff to initiate an application to amend to the Southern Sphere of Influence Planning and Annexation Project area which was approved in 2014 and 2016. Specific amendments would include an expansion of the City Sphere of Influence, expansion of the previous annexation area boundaries, and modifications to the General Plan Land Use and Zoning maps. This action would allow Hansen Brothers Enterprises (HBE) to execute their expansion plans. Additionally, the owners of Berriman Ranch, located on the west side of Highway 49 have requested the City consider a different land use mix that eliminates the 26+/- acres of commercial land to allow additional residential land.*
    - *On December 14, 2021, Council approved the Southern Spere of Influence (SSOI) project and annexation. LAFCo approved the annexation in February 2022.*
    - *The RV Park and Annexation Project was approved by Planning Commission and City Council at the end of 2021. Once the project is approved by LAFCo, it will result in the annexation of the RV park and existing developed commercial properties next to the fairgrounds. Annexation will bring sewer to this area, which will allow for much needed business expansion currently hindered because of septic limitations.*
  6. Integrate the roles of Grass Valley Elected Leaders and City Staff in the economic development efforts for the City so everyone understands and articulates the same maxim regarding the City's economic wellbeing.
    - *The City developed a 5-year model of our revenues and expenses to assist elected officials with understanding the City's economic base.*

### **MEDIUM TERM PROJECTS (2-5 YEARS):**

1. Work with Sierra College, Nevada Union High School, and other organizations to develop specific curriculum to train the locally demanded workforce to help foster Grass Valley's economic growth.
2. Support workforce development and community amenities initiatives that meet the needs of employers within the Grass Valley community.
3. Develop a Marketing Brand for the City that can be used for all promotional materials, and produce a long-term, fundable marketing strategy.
  - *City Council approved the new City logo as well as the Measure E logo to help identify Measure E funded projects.*
  - *The City has adopted a Style Guide and corresponding Color Palette in conjunction with the new website design.*
  - *City staff is currently working on a Branding Guidelines document to ensure consistency with use of City logo, colors, etc.*
  - *City partnered with local marketing company, Banner Mountain Media, to boost City's social media presence. Banner Mountain is creating video content of Grass Valley to help lure community members and visitors to downtown Grass Valley.*
4. Provide opportunities for emerging/non-traditional retail and technology startup businesses. Seek funding sources for small business startups and provide specialized *small business* assistance via convenient and user-friendly permitting and approval processes at the City.
  - *City staff has created a Resource Guide to assist new businesses in the process of starting up their commercial locations within the City.*
  - *Staff worked closely with BrewBuilt (homebrewing equipment producer and retailer) to help them find the right commercial location in the City for their operations (110 Springhill Drive).*
5. Collaborate with City business partners such as Center for the Arts, the Downtown Association, Chamber of Commerce, and Nevada County Fair to develop a comprehensive marketing strategy to promote and market the Arts, Tourism, Ecotourism, farm-to-fork opportunities, Fair events, and entrepreneurial business. This effort will promote economic revenue enhancement for the City, as well as, small businesses, the trades, the arts community, Nevada County Fair, hotel, motels, restaurants and the like.
  - *City joined the Grass Valley community calendar via Trumba wherein the City's calendar will be updated with upcoming community events. This calendar is published on the City's website.*
  - *The City has partnered with the Grass Valley Chamber of Commerce to take over downtown event planning from GVDA. The goal of this change is to help improve and expand events downtown.*

6. Reevaluate the effectiveness of the City's current economic development priorities and taxpayer supported efforts to attract new businesses into the community. Consider consolidating efforts to get more noticeable results; possibly develop an in-house program to demand more accountability and oversight.
7. Create strategies to counter the online shopping phenomenon; a combination of attractions for locals and tourists (e.g. *support your local business* campaigns and *weekday specials for locals*). Survey the local economy to discover where and when sales are stemming from: Local or Visitor and Weekday or Weekend sales, so the market can cater to each specifically.
  - *The Mill Street Project and associated Encroachment Permit process is intended to help make downtown Grass Valley more inviting for local and visiting patrons alike. Additionally, the City's recent partnership with the GV Chamber is intended to improve the promotion of our traditional events as well as create and implement new events. The goal is to have more going on downtown all year round.*
  - *e.g. City has partnered with Cousin's Maine Lobster to have food truck on Mill Street their first event was a huge success, and the second event will be on 2/22/22.*
8. Develop a strategy to maintain funding and capital reserve concerns with various Lighting and Landscaping districts.
9. Explore coordination with contracted grant writer(s) to explore and apply for grants.
  - *The city hired an independent contractor to assist with the Prop 68 park grant applications. City Staff has worked together on multiple grant applications throughout 2018-19.*
10. Improve the City's effectiveness through collaboration with economic-health oriented regional partners.
11. Evaluate the economic, social, and community impacts of a Cannabis dispensary.
  - *On November 24, 2020, City Council amended the Grass Valley Municipal Code and Development Code to allow certain cannabis businesses in City limits. The Cannabis business types include no more than two (2) permits for dispensaries open to the public for retail sales (with delivery), , no more than three (3) permits for delivery-only services, no more than two (2) local cannabis testing laboratories, no more than two (2) local cannabis nurseries, and no more than five (5) local cannabis distribution businesses. The first two permit types are population based, so only one of each permit will be allowed initially.*
  - *In November 2021, the Commercial Cannabis Committee awarded the following Commercial Cannabis business types:*
    - *Storefront Retail Dispensary (Only one allowed in the City, 7 Screening Applications submitted)– **Grass Valley Provisions** was the top-ranked applicant*
    - *Delivery Only Dispensary (Only one allowed in the City, 2 submitted Screening Applications submitted) – **KannaXpress** was the top-ranked applicant*
    - *Distribution (Five allowed in the City, 2 Screening Applications submitted) - **Grass Valley Brand & Sierra Flower Co.** both met the Code requirements and may apply for a permit*



- *Nursery (Two allowed in the City, 2 Screening Applications submitted)- Grass Valley Brand & Xotic Nursery, Inc. both met the Code requirements and may apply for a permit*

12. Complete an Energy Action Plan that addresses energy efficiencies to meet State mandates.

- *The City approved an Energy Action Plan (EAP) prepared by Sierra Business Council. This plan provides an analysis of the energy use within the City limits by the community and City operated facilities as well as a roadmap for accelerating energy efficiency, water efficiency, and renewable energy efforts already underway in Grass Valley.*
- *Received a Beacon Spotlight Award (Gold Level) for 17% Community Greenhouse Gas Reduction*
- *Received a Beacon Spotlight Award (Platinum Level) for 34% Agency Greenhouse Gas Reduction*

### **LONG TERM PROJECTS (5-10 YEARS):**

1. Encourage the development of experiences (i.e. boutique hotel and spa), as well as, ecotourism, agritourism, and shopping locally.
2. Work with the South Auburn Street Safeway shopping center owner(s) to renovate their building and parking lot to allow for a more decorative entrance into Downtown Grass Valley.
  - *Brockington (Safeway) Center Frontage Improvement Project was completed in Summer 2021 – the project included installation of water utilities to supply irrigation to new planter areas along the Safeway Center frontage. Project also included electrical conduit installation in the same trench as water utilities and planting of trees and vegetation in the newly constructed rock planters.*
3. Create outdoor venues to attract traveling events such as swimming, soccer, lacrosse and softball tournaments, as well as, outdoor concerts and performing arts (i.e. incorporate the Julia Morgan “North Star” house).
4. Evaluate the potential annexation of properties for economic development purposes. Consider annexing and providing sewer service to the airport area to allow for business and employment expansion.
5. Look into developing a high-tech, business center that can support the centralized big city high-tech centers of the country, offering an alternative to big city urban living. This area could also be used by various freelancers.
6. Organize the development of Priority Development Areas through public/private partnerships, grant funding, and public engagement.

**GOAL #5: HIGH PERFORMANCE GOVERNMENT  
&  
QUALITY SERVICE**

**&  
QUALITY SERVICE**

***THE CITY OF GRASS VALLEY STRIVES TO EXEMPLIFY AN INNOVATIVE, EFFICIENT, EFFECTIVE, OPEN AND COLLABORATIVE CITY GOVERNMENT.***

Grass Valley epitomizes a lean and efficient local government. The success of our organization relies on teamwork, a professional and progressive approach to business and customer service, transparency, and fiscal responsibility.

### **Ideas from the Community:**

1. Upgrade City's website so it is more user friendly.
2. Epitomize an open and transparent government that values public input on important community issues.
3. Continue to improve the customer-friendly atmosphere in City Hall.
4. Provide regular updates via social media and website about upcoming events, special projects, and other topics of interest.
5. Enhance survey efforts to ensure the entire community has the opportunity to share their opinion.

**OBJECTIVES/PROJECTS:**

**SHORT TERM PROJECTS (0-3 YEARS):**

1. Establish a booth for City Hall at public gatherings (e.g., Thursday Night Market) to promote and improve communication between community and government.
2. Return all phone calls and emails on the same day or within 24 hours (next business day). Continue to improve the customer-friendly environment at City Hall.
  - *All phone calls directed to any of the City's main numbers are directed to the three Community Services Analysts. The CSAs ensure that any messages or emails in the general voicemail inbox are responded to in the same day.*
  - *The City has assumed all customer service responsibilities associated with utility billing.*
3. Improve training for all City employees to develop a secure succession plan, emphasize customer service and a can-do attitude.
4. Continue to build cooperative relationships with representatives from service clubs and other community groups.

- *Regularly partner with Bear Yuba Land Trust, Wolf Creek Community Alliance to complete restoration area cleanup and maintenance, trail improvements, watershed oversight and improvement project planning.*
5. Provide regular updates via social media that inform the public about upcoming City Council and Planning Commission meetings, seasonal events and fairs, special projects, and more.
    - *In 2019 the City established a Facebook Page and Instagram account, each of which has recruited over 1,000 followers. The City publishes and shares information about upcoming events and projects occurring in the City via these social media outlets.*
    - *In March 2020 the City launched a new website designed to streamline information and City processes to better assist the public.*
    - *Banner Mountain Media took over management of the City's social media sites (FB and Instagram) - they post informational and marketing updates to the City's sites weekly.*
  6. Work toward improving the City's communication and collaboration with Nevada County and other public agencies.
    - *Wrapping up EPA Brownfield Coalition Grant that included Nevada City and Nevada County.*
    - *Developed MOU with Nevada County to create housing plans that could be used by the public for expedited approval of housing.*
    - *Continued collaboration with County regarding backup support of building inspection services.*
  7. Continue to invest in technology to assist staff and promote overall operational efficiency, develop a tech-replacement account as part of the City Budget.
    - *The City Budget now includes increased funding for Information Technology elements, and it is a goal for FY 2020-21 to include a "Base Funding Source" for Information Technology each year.*
  8. Move forward with the implementation of a Document/Records Management System and Scanning Program to help make information more accessible to public via the internet.
    - *In October 2018, the City entered into a five-year Professional Services Agreement with PinPoint (LSSP Corporation), Document Management System. EPA grant funds were used to purchase the software.*
    - *Staff has started scanning building property files (permits, etc.) into the City's building permit program, Accela. The result of this project will be the availability of permit files via Accela's online portal which is accessible via the City's website.*
    - *Engineering encroachment permit processing now almost entirely digital. Invoice processing primarily electronic. Project documentation and filing almost entirely digital.*
    - *Discuss putting the development code on Municode to keep updated and better access.*
  9. Maintain a strong fiscal reserve – continuously maintain a balanced City budget.

- *The City Budget includes prudent levels of reserves for Economic Contingency, CalPERS Pension Stabilization, OPEB Stabilization and Capital / Deferred Maintenance. This is in addition to a prudent level of fund balance / unobligated reserves.*

10. Continue utilizing the 7-year plan forecasting and comply with City budget administration policy.
  - *The 7-Year Forecast is updated at least twice annually and used as part of the annual budget and mid-year budget updated process.*
11. Continue full implementation of budget policies included in each annual budget.

#### **MEDIUM TERM PROJECTS (2-5 YEARS):**

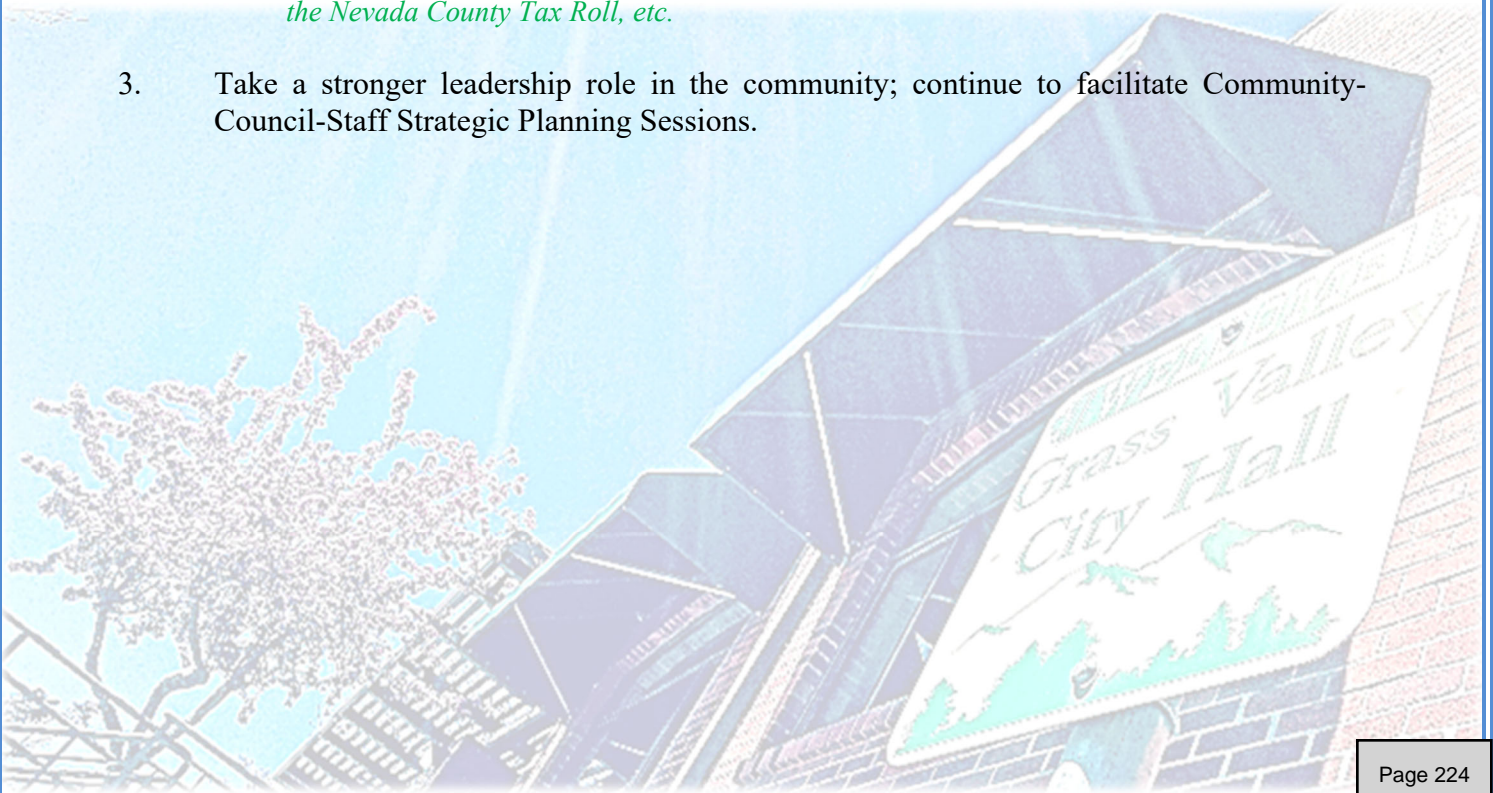
1. Implement innovative and cutting-edge practices to help improve the performance and exceptional service of the entire City workforce.
  - *City Hall staff conducted pilot program to allow new parents to bring their infants to work to help save on the cost of childcare.*
  - *COVID restrictions and safety requirements required implementation of remote (work-from-home) options for office staff. Due to the success of office employees working from home, City continues to allow remote working and additional flexibility for employees.*
  - *City Hall switched to a 4-10's schedule to provide earlier office hours for contractors and to help accommodate flexible work schedules.*
  - *The building department transitioned to completely online permitting process, including plan submittals and permit issuance. This change was initiated due to COVID, but it was something the City was planning to implement in the coming years and it has proven successful and helps improve overall performance.*
2. Improve and upgrade the City's website and social media network; create procedures to ensure all sites are continuously monitored, updated, and accurate. Partner with the Chamber of Commerce, School Districts, the Community College District and other community organizations to participate in a Community Calendar that lists events and activities; publish to the City's website and link to social media sites.
  - *Via the partnership with Banner Mountain Media, the City's social media sites are regularly (weekly/biweekly) updated.*
  - *City is currently working with the Chamber of Commerce and GVDA to organize an all-inclusive community calendar that shares events happening downtown and throughout the City.*
3. Explore the possibility of repurposing City Hall and relocating to the downtown area, thus preserving a historic building while expanding the economic vitality of downtown.
  - *Staff has explored couple of options, but to date the best location for City Hall remains at the current position. A remodel will be needed to continue to provide the level of service needed for our community.*
4. Generate a Citywide vehicle replacement account as part of the City's budget.



- *The City implemented a vehicle leasing program whereby ongoing “base funding” is provided to cover ongoing leases. The Measure E Fund includes ongoing funding for public safety vehicle/apparatus replacement as part of the 7-Year Forecast.*
5. Stabilize the City’s CalPERS retirement obligations by setting aside sufficient funds over time to cover the City’s unfunded liability; making it a high priority during the annual budget process.
- *The City is currently in the process of securing bond financing to pay off the majority of the CalPERS Unfunded Liability and will begin using the PARS Pension Stabilization Trust Fund (Section 115 Trust) to mitigate future expose to volatile pension costs.*
  - *City was able to secure bond financing and pay down the majority of the CalPERS Unfunded Liability. Additionally, the City has created a reserve fund to assist with any future CalPERS issues.*

### **LONG TERM PROJECTS (5-10 YEARS):**

1. Replace the City of Grass Valley animal shelter with a larger, more robust facility to better serve and protect the animals and the public.
2. Research alternative solutions for utility billing to ameliorate community members’ customer service experience.
  - *In mid-November 2019, the City’s current utility billing service provider, Fathom Water, notified the City they would be discontinuing business operations. Staff determined MuniBilling to be the best short-term solution. While MuniBilling provides the billing software program, the City has reassumed all customer service activities associated with utility billing and account management.*
  - *Staff is looking at other options to improve our utility billing operations, including evaluating Tyler Enterprise System - Utility Billing module and placing the sewer bills on the Nevada County Tax Roll, etc.*
3. Take a stronger leadership role in the community; continue to facilitate Community-Council-Staff Strategic Planning Sessions.



**GOAL #6: PUBLIC SAFETY**

***THE CITY OF GRASS VALLEY IS DEVOTED TO PROVIDING A SAFE PLACE TO LIVE, WORK AND PLAY.***

Grass Valley is home to resilient and dynamic police and fire departments. The police are dedicated to ensuring the City's streets, parks, businesses, and neighborhoods are safe; while the fire department is committed to enhancing their medical response capacity and protecting Grass Valley from the ever-growing dangers associated with wildfires. Both public safety departments are eager to improve their processes and response times through the use of modern technology.

**Ideas from the Community:**

1. Address homelessness & be more transparent about progress and deficiencies related to this effort.
2. Confront the growing drug issues plaguing the youth in Grass Valley.
3. Provide for a safe walking and driving environment throughout the community.

**OBJECTIVES/PROJECTS:**

**SHORT TERM PROJECTS (0-3 YEARS):**

1. Enhance the City's technological capabilities to provide for increased public safety via the utilization of cameras, drones, and modernized patrol car technology.
  - *We have added card-lock access control across City Facilities including City Hall, the Police Department, both fire stations, the Wastewater Treatment Plant, and Water Treatment Plant.*
  - *We have added high-definition video equipment at City Facilities including City Hall, the Police Department, both fire stations, the Wastewater Treatment Plant, and Water Treatment Plant, as well as, at sewer lift stations and parks (Memorial / Minnie (on FSI))*
  - *Funding for these projects were from several funds including, general fund, enterprise funds, asset forfeiture funds, and developer impact fees.*
  - *Through the City's vehicle replacement program, the police department vehicles are in the best condition they have ever been (barring the supply chain issues of 2020/2021) – including in-car technology*
  - *We have deployed a number of community cameras through partnership with local property owners/businesses and utilize them to detect and deter crime.*
2. Improve investigative capability using modern technology and new/updated software packages.

- *The Police Department has invested in several technologies, some of which were pretext call software for wireless platforms, a throw camera, exploration of ALPR platforms at reasonable costs (still researching), and deployment of high-definition cameras across facilities and public spaces as mentioned above.*
  - *Deployment of ALPR technology at the beginning of 2022 has already provided tangible crime deterrence and detection.*
  - *Our investigations unit has enhanced mobile device forensic software, staying up to date with how and where criminals store information, making our department a leader in regional digital crime fighting.*
  - *There is a NEED for updated police records keeping software.*
3. Review development projects with crime prevention in mind.
- *The Police Department worked with CDD to develop conditions of approval related to crime prevention through environmental design and via the conditioning of space for City accessed video surveillance systems as part of the Dorsey Marketplace design and intersection construction.*
  - *The Police Department is working collaboratively with the Engineering Department to create new design standards for signalized intersections that may develop in the future to include video and potentially ALPR technologies with dedicated physical space for those infrastructure needs.*
4. Emphasize community policing strategies and crime prevention through regular interactions with residents, visitors, youth, and business owners.
- *Several active shooter/critical incident preparedness presentations as well as mock drills at several high-risk locations have been completed (i.e. NID, Mental Health, Brighton Greens) and will continue. In the case of mutual responsibility facilities, like Health and Human Services at Brighton Greens, joint drills between the NCSO, CHP and GVPD were conducted, with GVPD taking the lead role.*
  - *Numerous K9 presentations with groups such as Rotary, Elks, Vet's and nursery/grade/ and middle schools. National Night Out, Coffee with a Cop, Hero's Night etc.*
5. Commence regular statistics-driven public education messages via social media and City website to spread awareness and recruit community involvement in Grass Valley public safety efforts.
- *Fire Department implemented community-wide outreach regarding vegetation management requirements in preparation of fire season. Notices are sent to all property owners.*
6. The Grass Valley Police Department will coordinate with local schools and afterschool programs to execute a drug awareness and prevention program.
- *The assigned School Resource Officer at Silver Springs High School conducts drug awareness and prevention on the campus. GVPD has and plans to continue to host the GREAT Summer Youth Academy, in partnership with NEO (Bright Futures for Youth as of 2021), to provide prevention-based summer youth camps for kids, while building positive youth-police relationships.*
  - *This past summer the Police Department partnered with Bright Futures for Youth at their summer youth camps to teach kids about investigations and police work as well as positive role modeling and drug prevention.*

7. Take a more proactive approach to homelessness and drug use within the City to ensure our neighborhoods, parks, downtown, and other public areas are safe for our residents, businesses, and visitors.
  - *Creation of specialty team within our Strategic Response Unit (previously Investigations Unit) that is dedicated to homeless and quality of life related issues in the City. We have partnered with the County Home Team to provide congruent services in our interaction with the homeless population. We are a partner agency recipient of a Peace Officer Standards and Training Innovation Grant for the training of police officers related to locally based curriculum related to Community Partnerships and Homeless engagement training. Hospitality House is the lead grant recipient with GVPD instructors of the curriculum that is in development.*
  - *Officer John Herrera is dedicated to ensuring downtown is safe and drug-free.*
8. Expand police presence in public places and during events; look into hiring a sworn Park Ranger.
  - *With staffing at 28 of 29 FTE we are finally able to fill a Parks/Downtown position with a sworn officer. Absent any staffing issues, we intend to fill this position during the Spring – made possible by Measure E personnel.*
  - *Kano, and newly acquired PD canine Romeo, frequently attend events such as Safe Trick or Treat and 4<sup>th</sup> of July.*
9. Review the City's dispatch capabilities, as well as, the contract with Nevada County to see what the best solution is for the City. Address radio dead spots within the City and surrounding areas. Update cooperative and mutual aid agreements.
  - *We are nearly complete with a \$1.4M radio infrastructure project, anticipated to be live before the end of FY21/22.*
10. Provide easier access to current fire information, emergency evacuation processes, and preparatory education related to property and vegetation management.
  - *Fire information link on City Web Site, Grass Valley Fire social media sites (Facebook, Instagram, Twitter).*
  - *Developed and mailed to City residents the Ready Nevada County Wildfire Handbook.*
  - *Conducted Community Fire Forum at Love Building in May 2019.*
  - *Published **Know Your Zone** link on the City's website (on homepage), which helps community members identify which evacuation zone they reside in.*
11. Expand outreach for National Night Out events.
  - *Under GVPD leadership, we have collaborated with all local LE agencies to create a jurisdictional-roving NNO event every August, bringing together the community with their police and public safety departments in a fun and engaging environment.*



12. Collaborate with Nevada County and the State to address homelessness.

- *See item 6 above.*

13. Evaluate fire cooperation with the City of Nevada City.

- *Developed and implemented Shared Administrative Service agreement with Nevada City Fire.*
- *Integration of staff and programs has provided operational efficiencies through staffing, equipment standardization, training, and professional development opportunities.*
- *Amended Nevada City Municipal Code for Vegetation Management to reflect the Grass Valley Vegetation Management Municipal Code.*
- *Continued evaluation of Shared Service Agreement to develop additional strengths and promote resilience within each Cities' Fire Department.*
- *Effective November 1, 2021, GVFD assumed responsibility for fully staffing Fire Station 1 as we do for the other stations in the City, all of which provide emergency response services to the County and Nevada City jurisdictions. These changes were implemented to ensure GVFD is prepared to provide for the quickly increasing current and future emergency service demands of the City and surrounding Nevada County areas we respond to on a regular basis.*
- *Since November 1st, 2021, Grass Valley fire stations each have their own Battalion Chief to oversee the daily operations and overall procedures of each shift. This allows the City to continue to ensure our primary mission to the public to secure a safe future for our community.*

14. Continue a proactive and progressive Code Enforcement program, including an aggressive approach to weed abatement as it relates to fire hazards.

- *The City has instituted a progress and aggressive vegetation management program to mitigate exposure to wildland fire. Proactively the City has mailed informational notices to property owners regarding the responsibility of vegetation management on parcels in the City. The City has proactively mitigated City properties to comply with the vegetation management program, and funds mitigation of properties that are non-responsive.*
- *Cal Fire is completing the Ponderosa Fuel break to protect the Western side of Grass Valley from wildland fire. Parcels in the City comply with City vegetation management program.*
- *Fire Department amended the Vegetation Management and Yard Debris Removal ordinance (8.16.200) to require compliance by May 1st instead of June 1st.*

15. Conduct annual disaster response trainings (i.e. tabletop exercises for Emergency Operations Plan).

- *GVPD is currently working with GVFD and will be conducting tabletop exercises for active shooter response and disaster response in March 2020. A tactical medicine course is being presented in March 2020 to the GVFD by GVPD Reserve Chris Quinn. We are also working with the NCSO to put on a multi-agency active shooter training which will include tactical medic response, hospital and ambulance involvement as well as LE and Fire response and tabletop exercise. Many of the incident command and resource deployment models are replicable for other disaster response.*

16. Update Emergency Operations Plan to ensure preparedness for a large scale natural or manmade disaster. Develop a major fire evacuation plan, staging areas, and lines of defense around Grass Valley and conduct drills to commit plan to memory.

- *We are working collaboratively with the County OES to review and update their Evacuation Annex. Final comments are due back this month.*

17. Pursue safety for all (inclusionary).

- *The City and Cal Fire have entered a Mutual Threat Zone (MTZ) agreement providing additional resources to wildland fires including aircraft within the City of Grass Valley.*
- *Measure E has been instrumental in advancing the capabilities of the fire department by way of 1) Staffing (paramedics, red flag warnings, 2) New Fire Engines, 3) State of the Art equipment, and 4) Training.*
- *The fire department continually seeks improvements to service levels internally and with our partner agencies to provide operational resilience, readiness and excellent service.*

### **MEDIUM TERM PROJECTS (2-5 YEARS):**

1. Evaluate the prospect of acquiring the property behind the alley of the police department for additional parking, storage, and officer safety.

2. Update City Fire Stations to meet current safety standards.

- *Purchased a generator for Fire Station 2 to ensure station maintains power throughout PSPS events.*
- *Improved connectivity and upgraded computer and networking equipment at each station, which helps ensure fire stations are operating at optimal level.*

3. Evaluate the possibility of introducing a program where police officers visit local schools for the day.

4. Evaluate placement of more solar-powered radar speed limit notification signs.

- *The Police Department is in the final stages of making a recommendation for a "city standard" of solar radar sign with data collection and analytic capabilities with cross-department access to information as may be needed for business needs.*



**GOAL #7:**

**WATER & WASTEWATER SYSTEMS**  
**&**  
**UNDERGROUND INFRASTRUCTURE**

***THE CITY OF GRASS VALLEY IS COMMITTED TO MAINTAINING AND UPGRADING THE CITY'S UNDERGROUND AND SURFACE INFRASTRUCTURE.***

Grass Valley will continue to upgrade and replace underground infrastructure including storm water, wastewater, and water pipes. The City strives to maintain our wastewater and water treatment plants to meet the highest standards, keeping in line with State and Federal rules, regulations, certifications, training and new technologies to improve the operation and efficiency of each plant in a fiscally responsible manner.

**Ideas from the Community:**

1. Improvements need to be made to update and improve the City's storm water system.
2. Continue to protect Wolf Creek via enforcement of proper setbacks.
3. Continue to plan for the impacts of climate changes facing our area, including ensuring the stability of the City's water supply

**OBJECTIVES/PROJECTS:****SHORT TERM PROJECTS (0-3 YEARS):**

1. Install the necessary hardware and software to establish a City wide and surrounding area highspeed internet and broadband system, connecting homes and businesses.
2. Evaluate the City's water supply and potential future water sources in conjunction with NID to ensure the City's citizens continue to have access to a stable potable water supply.
3. Establish a methodical improvement program to upgrade, improve, and replace the existing storm water system with emphasis on older areas that are prone to flooding during high-volume water events.
  - *Replaced 18" storm drain culvert on Slate Creek Rd that was no longer conveying water and prone to repeated flooding.*
3. Improve the creeks that traverse the City for increased storm water flows.
4. Sustain a high-quality drinking water delivery system to support the community and water-dependent businesses.

5. Maintain pace with the latest technologies and safety standards to ensure our water is clean and safe to drink, and our wastewater is disposed of in the most effective and sanitary means.
  - *Monitoring and control system (SCADA) completely modernized at the Wastewater treatment plant via a \$4 million improvement project, resulting in highly advanced operations utilizing latest technologies.*
6. Continue to replace and upgrade aging wastewater and water system pipes.
  - *Complete water line replacement on Valley View Drive.*
  - *Memorial Park Project - installed new water main line through the park to better serve park and create enhanced looping of distribution system.*

#### **MEDIUM TERM PROJECTS (2-5 YEARS):**

1. Continually evaluate the water and wastewater fiscal reserves and their capital depreciation as it relates to the rate structure, to ensure fiscal prudence on behalf of the rate payers.
  - *Water and wastewater rate study initiated with consultant NBS to evaluate and update rate structure.*
2. Look for opportunities to underground utilities (electrical, phone, cable facilities).
  - *Initiated discussions with Nevada County and PG&E to pool Rule 20A undergrounding funds to identify and deliver an electrical system undergrounding project within City limits.*

#### **LONG TERM PROJECTS (5-10 YEARS):**

1. Develop a useful GPS mapping system of the various underground tunnels and mine shafts in the City and surrounding area to identify potential hazards and protect against public safety hazards and mine shaft/tunnel failure.
2. Research the feasibility and produce a cost analysis for the City to work with local businesses to extend sewer lines to the Grass Valley airport business park to help influence economic development and business expansion in that area.



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Local Transportation Fund (LTF) Claim for Transit and Paratransit Operations

**Recommendation:** That Council adopt a resolution requesting that Nevada County Transportation Commission (NCTC) allocate \$514,877 of the City's FY 2022/23 estimated apportionment of LTF in support of transit and paratransit services.

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

**Council Meeting Date:** 6/28/2022

**Date Prepared:** 6/23/2022

**Agenda:** Consent

**Background Information:** Grass Valley is eligible for an estimated Local Transportation Fund (LTF) apportionment of \$514,877, based upon NCTC's Revised Findings of Apportionment adopted on May 18, 2022, which shows an estimated City population of 13,617. These funds are managed by the NCTC and are committed to first support the needs of transit and paratransit activities per a Joint Powers Agreement with Nevada City and Nevada County. The Nevada County Board of Supervisors held its FY 2022/23 final budget hearings on June 21, 2022 and approved the budget, including the Transit Services Commission (TSC) FY 2022/23 budget.

The Nevada County Transit Services Division (TSD), in the attached letter from TSD Manager, Robin Van Valkenburgh, has requested that the City submit a claim to NCTC to allocate the City's entire FY 2022/23 estimated apportionment of LTF to support transit and paratransit services. Attached is a resolution that would fulfill that request.

Also attached is the NCTC Resolution 22-12 regarding "Revised Findings of Apportionments FY 2022/23"

**Council Goals/Objectives:** Approval of the LTF Claim for Transit and Paratransit Operations executes portions of work tasks towards achieving/maintaining Strategic Goal - City Infrastructure Investment.

**Fiscal Impact:** 100% of Local Transportation Funds apportioned to the City by NCTC will be allocated directly to Nevada County TSD, resulting in no net impact to the City's budget.

**Funds Available:** N/A

**Account #:** N/A

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

**RESOLUTION NO: 2022-52**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY  
REQUESTING THE NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)  
ALLOCATE \$514,877 OF THE CITY'S FY 2022/23 ESTIMATED APPORTIONMENT OF  
LOCAL TRANSPORTATION FUNDS (LTF)**

**WHEREAS**, the City of Grass Valley has entered into a Joint Exercise of Powers Agreement with the City of Nevada City and the County of Nevada for the purpose of establishing and funding a Public Transportation Program; and

**WHEREAS**, Transportation Development Act Funds are apportioned annually for the City of Grass Valley and are available to support the Program; and

**WHEREAS**, the Nevada County Transportation Commission (NCTC) adopted Resolution #22-12 showing that the City of Grass Valley has an estimated apportionment of Local Transportation Funds in Fiscal Year 2022/23 of \$514,877; and

**WHEREAS**, Grass Valley shares proportionately in the cost for such program under the terms of the Joint Powers Agreement; and

**WHEREAS**, on June 21, 2022, the Nevada County Board of Supervisors adopted the Fiscal Year 2022/23 budget. including the Transit Services Commission FY 2022/23 budget;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY**; that the City requests NCTC allocate \$514,877 of Grass Valley's Fiscal Year 2022/23 estimated apportionment of LTF for transit and paratransit services and the Grass Valley LTF funds available for allocation per NCTC Financial Report.

**ADOPTED** as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 28<sup>th</sup> day of June 2022, by the following vote:

AYES:

NOES:

ABSTAINS:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

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





**COUNTY OF NEVADA**  
**COMMUNITY DEVELOPMENT AGENCY**

Item # 14.

**Public Works Department**

**Transit Services Division**

950 MAIDU AVENUE, SUITE 170, NEVADA CITY, CA 95959-8617  
Phone: (530) 477-0103 Toll free: (888) 660-7433 FAX: (530) 477-7847

[www.nevadacountyconnects.com](http://www.nevadacountyconnects.com)

Email: [nevcoconnects@co.nevada.ca.us](mailto:nevcoconnects@co.nevada.ca.us)

Trisha Tillotson  
Community Development Agency Director

Trisha Tillotson, Acting Director of Public Works  
Robin Van Valkenburgh, Transit Services Manager

June 22, 2022

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

**SUBJECT: Fiscal Year 2022-23 Local Transportation Fund Claim**

Dear Mr. Kiser,

The Nevada County Board of Supervisors will hold its Fiscal Year 2022-23 budget public hearings and approval in June and these will include the Fiscal Year 2021-22 Transit Services Division Budget. Nevada County is processing a claim with the Nevada County Transportation Commission (NCTC) for Local Transportation Funds (LTF), pursuant to the Transportation Development Act. In accordance with the Joint Powers Agreement for Transit Services in Western Nevada County, we are requesting that the City of Grass Valley prepare and submit a claim to NCTC for LTF funds to support Nevada County Connects and Nevada County Now contracted paratransit operations during Fiscal Year 2022-23.

NCTC has adopted revised findings of apportionment at their May 18, 2022, meeting indicating that the City of Grass Valley's apportionment for Fiscal Year 2022-23 LTF funds is \$514,877. A copy of the revised NCTC findings of apportionment is attached. Since the Transit Services' Division budget is predicated on the use of 100 percent of the available LTF funds from all three local jurisdictions, we are respectfully asking that Grass Valley prepare its claim in the amount of \$514,877. As with last year's claim, the LTF funding may be shown in a lump sum entitled "transit/paratransit operations" (P.U.C. Sec. 99400(c)).

We are hoping to have the claims approved at the July 20, 2022, NCTC meeting, and I would greatly appreciate your placing this claim item on a City Council agenda at your earliest convenience in June 2022, for resolution approval.

Thank you for your continued support of Transit Services in western Nevada County. It is greatly appreciated. Should you have any questions, please contact me at 470-2833.

Sincerely,

*Robin Van Valkenburgh*

Robin Van Valkenburgh  
Transit Services Division Manager

Cc: Trisha Tillotson, Director of Community Development Agency and Acting Director of Public Works

Mike Woodman, Executive Director, NCTC

**RESOLUTION 22-12  
OF THE  
NEVADA COUNTY TRANSPORTATION COMMISSION**

**REVISED FINDINGS OF APPORTIONMENT FOR FISCAL YEAR 2022/23**

WHEREAS, Section 6655.5 of the California Code of Regulations states that the transportation planning agency may, at any time before the conveyance of initial allocation instructions pursuant to Section 6659, issue a revised determination of apportionments based on a revised determination of populations; and

WHEREAS, the Auditor-Controller of Nevada County has issued an estimate of \$ 4,994,236 as the amount available for allocation in FY 2022/23; and

WHEREAS, the amount subject to apportionment is to be determined by subtracting the anticipated amounts to be allocated, or made available for allocation, for administration of the Transportation Development Act, for transportation planning, for facilities for the exclusive use of pedestrians and bicycles, and for community transit services, from the total estimate of monies to be available for apportionment and allocation during the ensuing fiscal year; and

WHEREAS, the following figures represent the amount described above:

Estimated LTF Available for FY 2022/23

Sales and Use Tax	\$4,949,236
Interest	\$45,000
Subtotal	\$4,994,236

Anticipated Allocations

Administration and Planning	-\$882,427
Pedestrian and Bicycles	-\$82,236
Community Transit Services	-\$201,479

<b>Total Estimated FY 2022/23 LTF Available for Apportionment</b>	<b>\$3,828,094</b>
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Area apportionments based on population: Population figures from State of California Department of Finance 2022 E-1 Report, May 2022

Jurisdiction	Estimated Population	Percent of Estimated Total*	Apportionment**
Nevada County	67,191	66.37%	\$2,540,581
<b>Grass Valley</b>	<b>13,617</b>	<b>13.45%</b>	<b>\$514,877</b>
Nevada City	3,334	3.29%	\$126,063
<u>Truckee</u>	17,100	16.89%	\$646,574
<b>TOTAL</b>	<b>101,242</b>	<b>100.00%</b>	<b>\$3,828,094</b>

Totals may not equal sum of amounts in column due to rounding.



NOW, THEREFORE, BE IT RESOLVED, that Nevada County Transportation Commission finds that the above figures represent area apportionments to be used for FY 2022/23. These apportionments will be used as the basis for allocations throughout FY 2022/23, unless these findings are revised in accordance with statutes and regulations contained in the Transportation Development Act.

PASSED AND ADOPTED by the Nevada County Transportation Commission on May 18, 2022 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____	Attest: _____
Ed Scofield, Chair	Dale D. Sayles
Nevada County Transportation Commission	Administrative Services Officer



## City of Grass Valley City Council Agenda Action Sheet

**Title:** CCTM1, LLC Lease Agreement - Approve First Amendment

**Recommendation:** That Council authorize the City Engineer to execute the First Amendment to the Ground Lease Agreement with CCTM1, LLC, subject to legal review.

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

**Council Meeting Date:** 06/28/2022

**Date Prepared:** 06/23/2022

**Agenda:** Consent

**Background Information:** A Ground Lease Agreement was first approved in 2016, covering 777 square feet of land located at the City's Water Treatment Plant, for the use of communication equipment operated by CCTM1, LLC. Recently the CPUC required that all wireless companies utilizing cell towers install backup generators to ensure that the towers remain in service during power outages.

An amendment to the agreement is proposed, which adds an additional 50 square feet of leased area, inside the existing cell tower enclosure, for the installation of a backup generator. The monthly rental payment would be increased by the agreed upon amount of \$161.30 per month, or \$1,935.60 annually.

Staff recommends that Council authorize the City Engineer to execute this First Amendment to the Ground Lease Agreement with CCM1, LLC (copy attached) subject to legal review.

**Council Goals/Objectives:** The approval of this request executes portions of work tasks towards achieving/maintaining Strategic Plan goal - Economic Development and Vitality

**Fiscal Impact:** Lease payments would increase by \$1,935.60 annually, providing a nominal addition to the General Fund.

**Funds Available:** N/A

**Account #:** N/A

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

## FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT (this “First Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between CITY OF GRASS VALLEY (“Lessor”), with a mailing address of 125 East Main Street, Grass Valley, California 95945 and CCTM1 LLC, a Delaware limited liability company (“Lessee”), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

### RECITALS

WHEREAS, Lessor and Lessee entered into a Ground Lease Agreement dated November 28, 2016 (the “Agreement”), a memorandum of which was recorded in the official records of Nevada County, California (“Official Records”) on January 10, 2017 at Document No. 20170000690, whereby Lessee leased certain real property, together with access and utility easements, located in Nevada County, California from Lessor (the “Leased Premises”), all located within certain real property owned by Lessor (“Lessor’s Property”); and

WHEREAS, the Leased Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on December 1, 2016 and expired on July 13, 2027. The Agreement provides for three (3) extensions of five (5) years each (each a “Renewal Term”). According to the Agreement, the final Renewal Term expires on July 13, 2042; and

WHEREAS, Lessor and Lessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. First Additional Leased Premises. The Leased Premises is hereby expanded to include additional space, which consists of approximately fifty (50) square feet at a location more particularly described in Exhibit B-1 attached hereto (the “First Additional Leased Premises”). All references to the Leased Premises in the Agreement shall be deemed to include the existing Leased Premises and the First Additional Leased Premises. Notwithstanding anything to the contrary in this First Amendment, Lessee is not relinquishing any rights to any lease area, access easements, and/or utility easements that it possesses prior to the date of this First Amendment. In the event the location of any of Lessee’s or its sublessees’ existing improvements, utilities, and/or access routes are not depicted or described on Exhibit B-1, Lessee’s leasehold rights and access and utility easement rights over such areas shall remain in full force and effect and the Leased Premises shall be deemed to include such areas.

3. First Additional Rent. In consideration of the First Additional Leased Premises, Lessee shall pay to Lessor One Thousand Nine Hundred Thirty-Five and 60/100 Dollars (\$1,935.60) per year ("First Additional Rent"), payable in equal monthly installments, beginning upon the commencement of installation of improvements within the First Additional Leased Premises and continuing thereafter until the earlier of (i) the expiration of the Lease Term, or (ii) the "Return of the First Additional Leased Premises" as set forth below. The First Additional Rent shall be due and payable concurrently with the monthly Rent. On December 1, 2023 and on each anniversary of that date thereafter, the First Additional Rent shall increase in accordance with subsection (A) "Rent" of Section 1 of the Agreement for so long as such First Additional Rent is payable to Lessor as set forth herein.

4. Right to Return the First Additional Leased Premises. Lessee shall have the option, upon thirty (30) days' prior written notice to Lessor, in its sole and absolute discretion, to return the First Additional Leased Premises to Lessor and to terminate the agreement of the same by removing all improvements from the First Additional Leased Premises and returning same to its condition as of the Effective Date, ordinary wear and tear excepted (the "Return of the First Additional Leased Premises").

5. Ratification.

a) Lessor and Lessee agree that Lessee is the current lessee under the Agreement, the Agreement is in full force and effect, as amended herein, and the Agreement contains the entire agreement between Lessor and Lessee with respect to the Leased Premises.

b) Lessor agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this First Amendment are approved and ratified and that no breaches or defaults exist as of the date of this First Amendment.

c) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this First Amendment and to perform all of its obligations under the Agreement as amended.

d) Lessor acknowledges that the Leased Premises, as defined, shall include any portion of Lessor's Property on which communications facilities or other Lessee improvements exist on the date of this First Amendment.

6. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control. The terms, covenants and provisions of this First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee. This First Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

7. Survey. Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Leased Premises and any access and utility easements associated therewith. Lessee shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

8. Recordation. Lessee, at its cost and expense, shall have the right to record a memorandum of this First Amendment (“Memorandum”) in the Official Records at any time following the execution of this First Amendment by all parties hereto. In addition, Lessee shall have the right in its discretion, to record a notice of agreement, affidavit or other form to be determined by Lessee without Lessor’s signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this First Amendment.

9. Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this First Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this First Amendment and executed and adopted by a party with the intent to sign such First Amendment, including facsimile or email electronic signatures.

*[Execution Pages Follow]*

This First Amendment is executed by Lessor as of the date first written above.

**LESSOR:**  
CITY OF GRASS VALLEY

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

*[Lessee Execution Page Follows]*

This First Amendment is executed by Lessee as of the date first written above.

**LESSEE:**  
CCTM1 LLC,  
a Delaware limited liability company

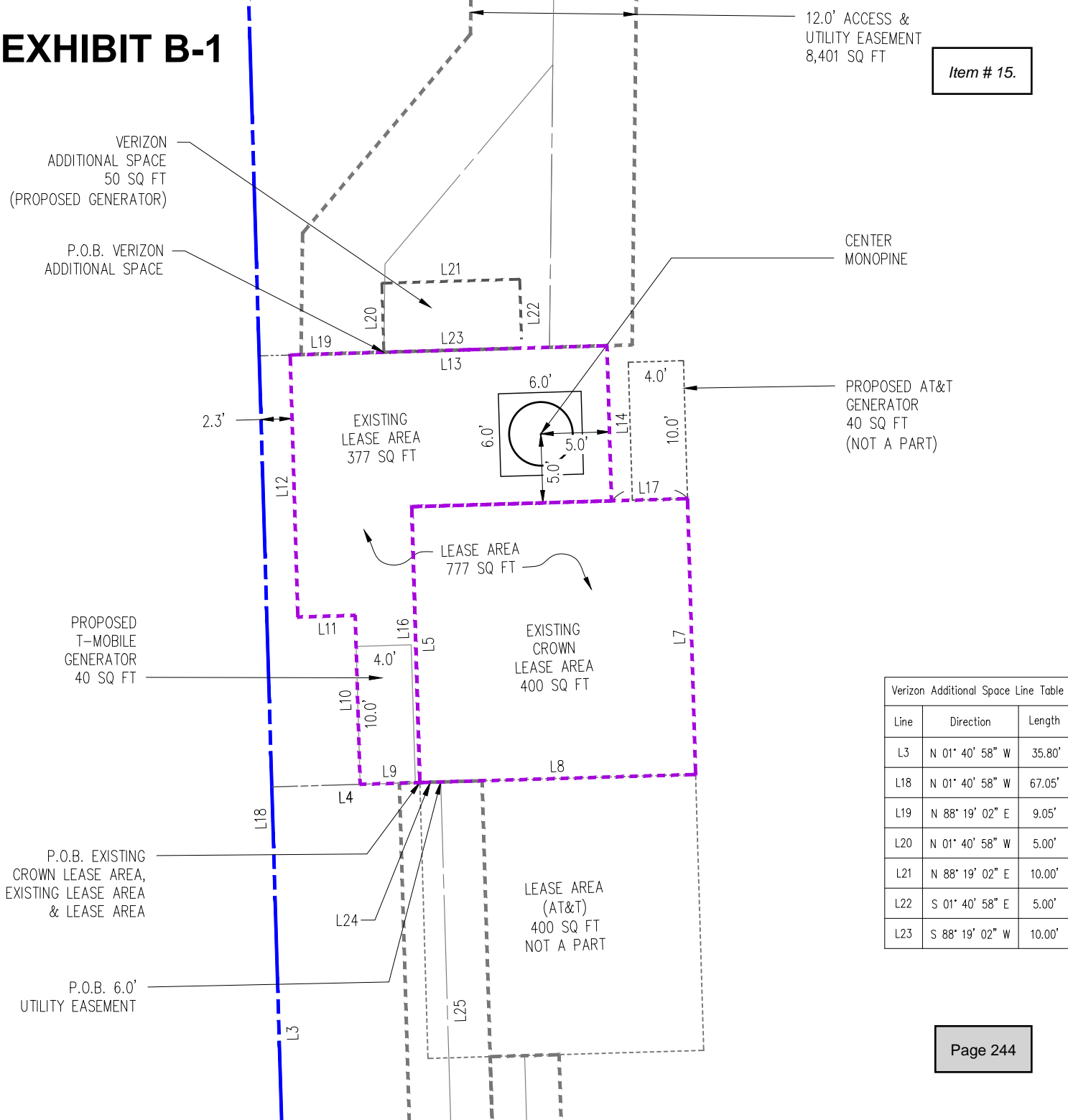
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**EXHIBIT B-1**

First Additional Leased Premises



EXHIBIT B-1





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

**Title:** Second Reading of Clean Up Ordinance 816

**Recommendation:** That Council hold a second reading by Title only and adopt Ordinance 816

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

**Council Meeting Date:** 6/28/2022

**Date Prepared:** 6/23/2022

**Agenda:** Public Hearing

**Background Information:** On June 14<sup>th</sup>, 2022, the Council Approved the first reading of Ordinance #816 related to the clean up of historical Ordinance that have not yet been codified.

The City Clerk's office has been digitizing records, including historic resolutions and ordinances. During this project it has been discovered that there were several clerical mistakes made over the years that need to be corrected, such as duplication of ordinance numbers.

Ordinance 816 will clarify the numbering errors on the various ordinances and establish a corrected ordinance number for each. Ordinance 816 will also allow for the codification of all the identified ordinances that have been adopted by council but not yet codified in the Grass Valley Municipal Code.

**Council Goals/Objectives:** Ordinance 816 executes portions of work tasks towards maintaining Strategic Plan - Productive and Efficient Workforce

**Fiscal Impact:** N/A

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** City Manager

**Attachments:** Ordinance 816

**ORDINANCE NO. 816****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
GRASS VALLEY REPEALING AND RENUMBERING  
ORDINANCES**

WHEREAS, it has been discovered that various ordinances have been assigned duplicate numbers;

WHEREAS, the City of Grass Valley seeks to clarify the numbering errors on the various ordinances (Exhibit A); and

WHEREAS, the duplicate numbering is a clerical error and the ordinances are to be substantively unchanged with their original effective dates.

NOW THEREFORE, the City Council of the City of Grass Valley does ordain as follows:

**SECTION 1. RENUMBERING ORDINANCE.** Ordinance No. 746-U, introduced and adopted on October 8, 2013, titled An Ordinance of the City Council of the City of Grass Valley Urgency Ordinance Adopting Chapter 2.05 Establishing the Position of City Manager is hereby renumbered as Ordinance No. 746-UA.

**SECTION 2. RENUMBERING ORDINANCE.** Ordinance No. 746-U, introduced and adopted on November 26, 2013, titled An Ordinance of the City Council of the City of Grass Valley Urgency Ordinance Updating Chapter 13.12 Sewer Service System for Industrial or Commercial Users is hereby renumbered as Ordinance No. 746-UB.

**SECTION 3. RENUMBERING ORDINANCE.** Ordinance No. 752, introduced on January 28, 2014, and adopted on February 11, 2014, titled An Ordinance of the City Council of the City of Grass Valley Amending Grass Valley Municipal Code Title 2 ("Administration and Personnel"), Chapter 2.34 ("Personnel Commission"), Section 2.34.030 ("Powers of the Commission") is hereby renumbered as Ordinance No. 752A.

**SECTION 4. RENUMBERING ORDINANCE.** Ordinance No. 752, introduced on March 11, 2014, and adopted on March 25, 2014, titled An Ordinance of the City Council

of the City of Grass Valley Approving A Zoning Map Amendment Rezoning 416 Acres of Land Within the City Sphere of Influence is hereby renumbered as Ordinance No. 752B.

**SECTION 5. RENUMBERING ORDINANCE.** Ordinance No. 764, introduced on October 13, 2015, and adopted on November 10, 2015, titled An Ordinance of the City Council of the City of Grass Valley Amending Section 8.12.050 of the Grass Valley Municipal Code Regarding Director and Assistant Director of Emergency Services is hereby renumbered as Ordinance No. 764A.

**SECTION 6. RENUMBERING ORDINANCE.** Ordinance No. 764, introduced on February 9, 2016, and adopted on February 23, 2016, titled An Ordinance of the City Council of the City of Grass Valley Adding Chapter 5.60 And Amending Chapter 17.20 of the Grass Valley Municipal Code Regarding Marijuana Delivery, Cultivation and Dispensaries and Finding the Ordinance is Exempt from Review Under the California Environmental Quality Act (CEQA) Sections 15061(b)(3), 15305, 15307, And 15308 of the CEQA Guidelines is hereby renumbered as Ordinance No. 764B.

**SECTION 7. RENUMBERING ORDINANCE.** Ordinance No. 799, introduced on October 11, 2016, and adopted on October 25, 2016, titled An Ordinance of the City Council of the City of Grass Valley Amending Portions of Chapter 13.20 Industrial Wastewater of the Grass Valley Municipal Code is hereby renumbered as Ordinance No. 779.

**SECTION 8. RENUMBERING ORDINANCE.** Ordinance No. 782, introduced on January 17, 2017, and adopted on January 25, 2017, titled An Ordinance of the City Council of the City of Grass Valley Amending Chapter 5.18 of the Grass Valley Municipal Code and Adding Chapter 5.19 Regarding State Video Franchises is hereby renumbered as Ordinance No. 782A.

**SECTION 9. RENUMBERING ORDINANCE.** Ordinance No. 782, introduced on April 11, 2017, and adopted on April 25, 2017, titled An Ordinance of the City Council of the City of Grass Valley Rescinding Ordinance No. 775 Approving a Rezone (Text Amendment) for the Whispering Pines Specific Plan SP-1A Zone to Allow SP-1B Manufacturing/Processing and Manufacturing/Small Shop Uses is hereby renumbered as Ordinance No. 782B.

**SECTION 10. RENUMBERING ORDINANCE.** Ordinance No. 788, introduced and adopted on August 8, 2017, titled An Ordinance of the City Council of the City of Grass Valley Amending Sections 10.60.010, 10.60.020, 10.60.030, and 10.80.010 and Adding Sections 10.60.040 and 10.60.050 of the Grass Valley Municipal Code Regarding Camping and Use of Automobiles, Campers, and Trailers for Human Habitation on Public and Private Property is hereby renumbered as Ordinance No. 788A.

**SECTION 11. RENUMBERING ORDINANCE.** Ordinance No. 788, introduced on January 23, 2018, and adopted on February 13, 2018, titled An Ordinance of the City Council of the City of Grass Valley Amending Sections 10.48.030 and 10.48.110 Regarding Parking Penalties is hereby renumbered as Ordinance No. 788B.

**SECTION 12. RENUMBERING ORDINANCE.** Ordinance No. 793, introduced on May 22, 2018, and adopted on June 12, 2018, titled An Ordinance of the City Council of the City of Grass Valley Amending Sections 12.32.110 and 12.32.120 and Adding Section 12.32.130 Regarding Park and Recreational Area Regulations is hereby renumbered as Ordinance No. 793A.

**SECTION 13. RENUMBERING ORDINANCE.** Ordinance No. 793, introduced and adopted on April 9, 2019, titled An Ordinance of the City Council of the City of Grass Valley Urgency Ordinance Amending 17.46 Regarding Telecommunications Facilities Applications and Amending the Definition of Telecommunication Facilities in Section 17.100.020 is hereby renumbered as Ordinance No. 793B.

**SECTION 14. RENUMBERING ORDINANCE.** Ordinance No. 794, introduced on June 26, 2018, and adopted on July 10, 2018, titled An Ordinance of the City Council of the City of Grass Valley Amending Chapter 9.10 of Title 9 Allowing Massage Establishment Hours of Operations Between Seven AM and Nine PM is hereby renumbered as Ordinance No. 794A.

**SECTION 15. RENUMBERING ORDINANCE.** Ordinance No. 794, introduced and adopted on May 14, 2019, titled An Ordinance of the City Council of the City of Grass Valley Extension of Telecommunications Urgency Ordinance is hereby renumbered as Ordinance No. 794B.

**SECTION 16. RENUMBERING ORDINANCE.** Ordinance No. 795, introduced on July 10, 2018 and adopted on July 24, 2018, titled An Ordinance of the City Council of the City of Grass Valley Repealing Ordinance No. 740 Effective September 30, 2018 and Enacting General Transactions and Use Tax to be Administered by the California Department of Tax and Fee Administrations Adopted by the Electorate on June 5, 2018 is hereby renumbered as Ordinance No. 795A.

**SECTION 17. RENUMBERING ORDINANCE.** Ordinance No. 795, introduced on September 10, 2019, and adopted on September 24, 2019, titled An Ordinance of the City Council of the City of Grass Valley Amending the Grass Valley Zoning Map Rezoning Scotten and Lyman Gilmore Schools and a Portion of Town Talk Road to be Deeded to River Valley Bank is hereby renumbered as Ordinance No. 795B.

**SECTION 18. CEQA FINDINGS.** This Ordinance is not a project within the meaning of Section 15378 of the CEQA (California Environmental Quality Act) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly. This Ordinance is also exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

**SECTION 19. SEVERABILITY.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The City Council of the City of Grass Valley declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

**SECTION 20. EFFECTIVE DATE.** This Ordinance shall be in full force and effect 30 days after its adoption under Article VII, § 2 of the Grass Valley City Charter.

**SECTION 21. PUBLICATION.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published once in *The Union*, a newspaper of general circulation printed, published, and circulated within the City.

**INTRODUCED** and first read at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_ 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:**

**ABSTAINING:**

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

**APPROVED AS TO FORM:**

**ATTEST:**

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

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

## EXHIBIT A

Previous Ord No.	Current Ord. No.	Intro Date	Adoption Date	Ordinance Title
746-U	746-UA		10/8/2013	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY URGENCY ORDINANCE ADOPTING CHAPTER 2.05 ESTABLISHING THE POSITION OF CITY MANAGER
746-U	746-UB		11/26/2013	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY URGENCY ORDINANCE UPDATING CHAPTER 13.12 SEWER SERVICE SYSTEM FOR INDUSTRIAL OR COMMERCIAL USERS
752	752A	1/28/2014	2/11/2014	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDING GRASS VALLEY MUNICIPAL CODE TITLE 2 ("ADMINISTRATION AND PERSONNEL"), CHAPTER 2.34 ("PERSONNEL COMMISSION"), SECTION 2.34.030 ("POWERS OF THE COMMISSION")
752	752B	3/11/2014	3/25/2014	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY APPROVING A ZONING MAP AMENDMENT PREZONING 416 ACRES OF LAND WITHIN THE CITY SPHERE OF INFLUENCE
764	764A	10/13/2015	11/10/2015	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDING SECTION 8.12.050 OF THE GRASS VALLEY MUNICIPAL CODE REGARDING DIRECTOR AND ASSISTANT DIRECTOR OF EMERGENCY SERVICES
764	764B	2/9/2016	2/23/2016	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY ADDING CHAPTER 5.60 AND AMENDING CHAPTER 17.20 OF THE GRASS VALLEY MUNICIPAL CODE REGARDING MARIJUANA DELIVERY, CULTIVATION AND DISPENSARIES AND FINDING THE ORDINANCE IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SECTIONS 15061(b)(3), 15305, 15307, AND 15308 OF THE CEQA GUIDELINES
779	779	10/11/2016	10/25/2016	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDING PORTIONS OF CHAPTER 13.20 INDUSTRIAL WASTEWATER OF THE GRASS VALLEY MUNICIPAL CODE
785	785	8/8/2017	9/26/2017	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES, RETIREMENT SYSTEM (CalPERS)
782	782A	1/17/2017	1/25/2017	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDING CHAPTER 5.18 OF THE GRASS VALLEY MUNICIPAL CODE AND ADDING CHAPTER 5.1.9 REGARDING STATE VIDEO FRANCHISEES
782	782B	4/11/2017	4/25/2017	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY RESCIND ORDINANCE NO. 775 APPROVING A REZONE (TEXT AMENDMENT) FOR THE WHISPERING PINES SPECIFIC PLAN SP - 1A ZONE TO ALLOW SP - 1B MANUFACTURING/PROCESSING AND MANUFACTURING - SMALL SHOP USES.
788	788A	8/8/2017	8/8/2017	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDING SECTIONS 10.60.010, 10.60.020, 10.60.030, AND 10.80.010 AND ADDING SECTIONS 10.60.040 AND 10.60.050 OF THE GRASS VALLEY MUNICIPAL CODE REGARDING CAMPING AND USE OF AUTOMOBILES, CAMPERS, AND TRAILERS FOR HUMAN HABITATION ON PUBLIC AND PRIVATE PROPERTY
788	788B	1/23/2018	2/13/2018	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDING SECTIONS 10.48.030 AND 10.48.110 REGARDING PARKING PENALTIES
793	793A	5/22/2018	6/12/2018	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDING SECTION 12.32.110 AND ADDING SECTION 12.32.130 REGARDING PARK AND RECREATIONAL AREA REGULATIONS
793	793B		4/9/2019	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY URGENCY ORDINANCE AMENDING 17.46 REGARDING TELECOMMUNICATIONS FACILITIES APPLICATIONS AND AMENDING THE DEFINITION OF TELECOMMUNICATION FACILITIES IN 17.100.020
794	794A	6/26/2018	7/10/2018	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDING CHAPTER 9.10 OF TITLE 9 ALLOWING MASSAGE ESTABLISHMENT HOURS OF OPERATIONS BETWEEN SEVEN AM AND NINE PM
794	794B		5/14/2019	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY EXTENSION OF TELECOMMUNICATIONS URGENCY ORDINANCE
795	795A	7/10/2018	7/24/2018	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY REPEALING ORDINANCE NO. 740 EFFECTIVE SEPTEMBER 30, 2018 AND ENACTING A GENERAL TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATIONS ADOPTED BY THE ELECTORATE ON JUNE 5, 2018
795	795B	9/10/2019	9/24/2019	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDING THE GRASS VALLEY ZONING MAP PREZONING SCOTTEN AND LYMAN GILMORE SCHOOLS AND A PORTION OF TOWN TALK ROAD TO BE DEEDED TO RIVER VALLEY BANK





## City of Grass Valley City Council Agenda Action Sheet

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**Title:** Appointment of Planning Commissioners

**Recommendation:** That Council approve the appointment of Ari Brouliett as Planning Commissioner for Councilmember Hodge

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**Prepared by:** Taylor Day

**Council Meeting Date:** 6/28/2022

**Date Prepared:** 6/24/2022

**Agenda:** Consent

**Background Information:** By Council policy, each councilmember submits a candidate for appointment to the Planning Commission to the members of City Council for their approval and appointment. The terms of appointed Planning Commissioners coincide with the nominating Council Member's term of office and may be changed by that city councilmember at any time during their term in office. Councilmember Hodge has chosen Ari Brouliett to fill the position of her Planning Commissioner.

**Council Goals/Objectives:** N/A

**Fiscal Impact:** N/A

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** City Manager



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

**Title:** Consideration of the lease of property at 142 East main Street

**Recommendation:** That Council 1) approve the draft lease agreement with WCS Properties for the property at 142 East Main Street, subject to legal review; 2) authorize the City Manager to execute the lease agreement with WCS Properties; 4) authorize the City Manager to sign all real estate documents required to complete the lease; and 5) approve the Finance Director to make the necessary budget adjustments and transfers to complete these actions.

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

**Council Meeting Date:** 06/28/2022

**Date Prepared:** 06/22/2022

**Agenda:** Consent

**Background Information:** The purpose of this property lease is to provide additional parking downtown. This lease would provide a minimum of 22 additional spaces for public parking. The terms of the lease would be for a three-year period and paying half the cost of seal coating the parking lot (\$4,100+/-). The lease agreement is attached for additional information. Staff is proposing to make this lot a public metered lot similar to the Neal Street Parking lot.

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

**Fiscal Impact:** Funding for this purchase will come from the City's General Fund and reimbursed with fee revenue. The first-year cost will approximately be \$19,700.

**Funds Available:** Yes

**Account #:** General Funds

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



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

# COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 12/15)

Date (For reference only): June 10, 2022

WCS Properties  
City Of Grass Valley

("Landlord") and

("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 142 E. Main Street, Grass valley, CA 95945 ("Premises"), which comprise approximately \_\_\_\_\_ % of the total square footage of rentable space in the entire property. See exhibit 1 for a further description of the Premises.
2. **TERM:** The term begins on (date) June 15, 2022 ("Commencement Date"), (Check A or B):
  - ☒ A. **Lease:** and shall terminate on (date) June 30, 2024 at 12 ☒ AM ☐ PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
  - ☐ B. **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
  - ☐ C. **RENEWAL OR EXTENSION TERMS:** See attached addendum \_\_\_\_\_.
3. **BASE RENT:**
  - A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):
    - ☐ (1) \$ \_\_\_\_\_ per month, for the term of the agreement.
    - ☐ (2) \$ \_\_\_\_\_ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for \_\_\_\_\_ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
    - ☒ (3) \$1,300.00 per month for the period commencing July 1, 2022 and ending June 30, 2023 and \$1,400.00 per month for the period commencing July 1, 2023 and ending June 30, 2024 and \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_.
    - ☐ (4) In accordance with the attached rent schedule.
    - ☐ (5) Other: \_\_\_\_\_.
  - B. Base Rent is payable in advance on the 1st (or ☐ day) of each calendar month, and is delinquent on the next day.
  - C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.
4. **RENT:**
  - A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
  - B. Payment: Rent shall be paid to (Name) WCS Properties at (address) \_\_\_\_\_ or at any other location specified by Landlord in writing to Tenant.
  - C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.
5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on \_\_\_\_\_. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is ☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.
6. **SECURITY DEPOSIT:**
  - A. Tenant agrees to pay Landlord \$2,000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
  - B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
  - C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials ( ) ( )

Tenant's Initials ( ) ( )

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COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)

PLPM, 1721 EAST MAIN STREET #3 Grass Valley CA 95945  
Matt Law

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142 E. Main St



Premises: **142 E. Main Street, Grass valley, CA 95945**Date **June 10, 2022****7. PAYMENTS:**

	<u>TOTAL DUE</u>	<u>PAYMENT RECEIVED</u>	<u>BALANCE DUE</u>	<u>DUE DATE</u>
A. Rent: From <u>06/15/2022</u> To <u>06/30/2022</u> Date Date	\$ <u>650.00</u>	\$ _____	\$ <u>650.00</u>	_____
B. Security Deposit .....	\$ <u>2,000.00</u>	\$ _____	\$ <u>2,000.00</u>	_____
C. Other: <u>July Rent</u> Category	\$ <u>1,300.00</u>	\$ _____	\$ <u>1,300.00</u>	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total: .....	\$ <u>3,950.00</u>	\$ _____	\$ <u>3,950.00</u>	_____

8. **PARKING:** Tenant is entitled to \_\_\_\_\_ unreserved and \_\_\_\_\_ reserved vehicle parking spaces. The right to parking ☐ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: \_\_\_\_\_  
The right to additional storage space ☐ is ☒ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$100.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: \_\_\_\_\_  
Items listed as exceptions shall be dealt with in the following manner: \_\_\_\_\_

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant. \_\_\_\_\_

**14. PROPERTY OPERATING EXPENSES:**

- A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. \_\_\_\_\_

- OR B. ☐ (If checked) Paragraph 14 does not apply.

**15. USE:** The Premises are for the sole use as Parking Lot

No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

**17. MAINTENANCE:**

- A. Tenant OR ☐ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
- B. Landlord OR ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and \_\_\_\_\_

Landlord's Initials ( ) ( )

Tenant's Initials ( ) ( )

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**COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 6)**Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

142 E Main St





Premises: **142 E. Main Street, Grass valley, CA 95945**Date **June 10, 2022**

- 18. ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐ ) day period preceding the termination of the agreement.
- 22. SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ☐ ) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than **\$1,000,000.00** and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ \_\_\_\_\_, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials ( ) ( )

Tenant's Initials ( ) ( )

CL REVISED 12/15 (PAGE 3 OF 6)

## COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)

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142 E Main St





Premises: 142 E. Main Street, Grass valley, CA 95945

Date June 10, 2022

- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises ☐ has, or ☒ has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises ☐ has, or ☐ has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
- 35. DISPUTE RESOLUTION:**
- A. MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.
- "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**
- "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Landlord's Initials \_\_\_\_\_ / Tenant's Initials \_\_\_\_\_

Landlord's Initials ( ) ( )

Tenant's Initials ( ) ( )

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COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)

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142 E. Main St





Premises: 142 E. Main Street, Grass valley, CA 95945Date June 10, 2022

36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.
37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: WCS PropertiesTenant: City of Grass Valley

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.
40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:**

WCS has agreed to fix / seal cracks and seal asphalt. The City will reimburse for completed work.

Parking lot ONLY, does not include the space underneath 139 Richardson.

Landlord will need 7 parking passes (total) for tenants at 170 E. Main & 138 E. Main, after the exterior stairs are installed at 138 E Main only 6 passes will be needed.

City to maintain landscape bordering the lot, while landlord will provide irrigation.

Grandfather clause for car lot to remain in place during and after the City's occupancy.

WCS will remove existing Bollards.

Removable Bollards will be installed by the City at the 170 E Main end of the lot for pedestrian ingress & egress.

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.R. Form OA)

41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.
42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.
43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.
44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:  
 Listing Agent: Paul Law Realty (Print Firm Name) is the agent of (check one):  
☒ the Landlord exclusively; or ☐ both the Tenant and Landlord.  
 Selling Agent: \_\_\_\_\_ (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):  
☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.  
 Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials ( ) ( )

Tenant's Initials ( ) ( )

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142 E Main St





Premises: 142 E. Main Street, Grass valley, CA 95945Date June 10, 2022

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

**WCS Properties**

(Print name)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

(Print name)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

- ☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_

Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**Landlord agrees to rent the Premises on the above terms and conditions.**

Landlord \_\_\_\_\_ Date \_\_\_\_\_

(owner or agent with authority to enter into this agreement)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Landlord \_\_\_\_\_ Date \_\_\_\_\_

(owner or agent with authority to enter into this agreement)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Listing Firm) Paul Law Realty \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

**Matt Law**

Address 1721 EAST MAIN STREET #3 \_\_\_\_\_ City Grass Valley \_\_\_\_\_ State CA \_\_\_\_\_ Zip 95945

Telephone 530.274.7653 \_\_\_\_\_ Fax 530-615-4907 \_\_\_\_\_ E-mail omegamattlaw@gmail.com

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**COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)**

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142 E Main St







CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**COMMERCIAL LEASE CONSTRUCTION  
ACCESSIBILITY ADDENDUM**  
(C.A.R. Form CLCA, 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated May 31, 2022  
in which \_\_\_\_\_ is referred to as "Landlord"  
and WCS Properties is referred to as "Tenant".  
Paragraph 34 of the lease is deleted in its entirety and replaced by the following;

**Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:**

- A.** Landlord states that the Premises ☐ have, or ☒ have not been inspected by a Certified Access Specialist (CASp).  
**B.** If the Premises have been inspected by a CASp,  
 (1) Landlord states that the Premises ☐ have, or ☐ have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.  
 (2) ☐ (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.  
 OR ☐ (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.  
 OR ☐ (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.  
**C.** If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection,  
 "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."  
**D.** Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards to the Premises are the responsibility of Tenant, ☐ Landlord, ☐ Other \_\_\_\_\_.

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Tenant (Print name) WCS Properties

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Tenant (Print name) \_\_\_\_\_

Landlord (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Landlord (Print name) \_\_\_\_\_

Landlord (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Landlord (Print name) \_\_\_\_\_

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Reviewed by \_\_\_\_\_



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**COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)**

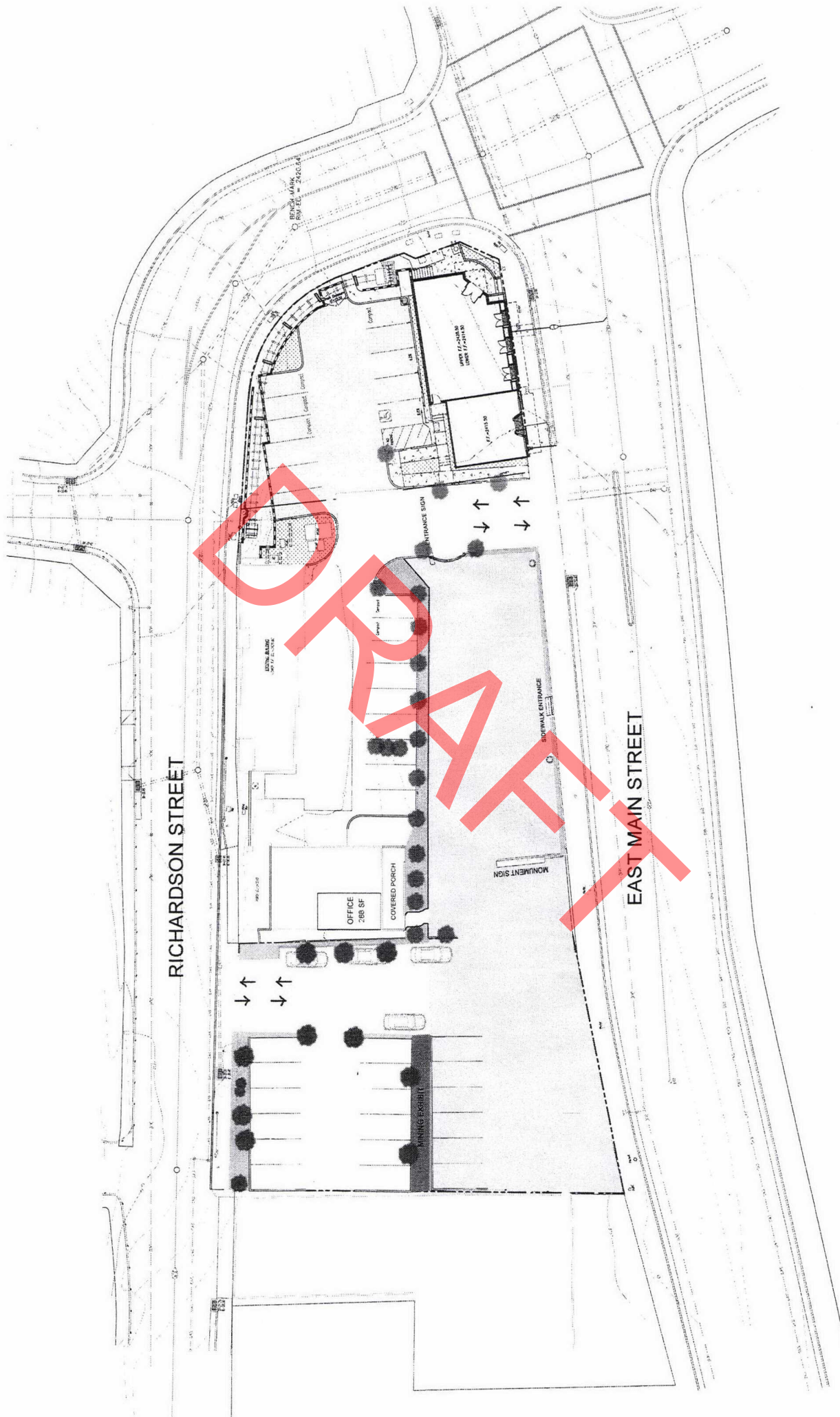
PLPM, 1721 EAST MAIN STREET #3 Grass Valley CA 95945  
Matt Law

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Fax: 530-615-4907  
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142 E Main St







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

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**Title:** Certification of promotional list for Battalion Chief, Captain, and Engineer

**Recommendation:** That Council 1) certify the newly developed promotional eligibility list for Captain, and Engineer effective June 29, 2022

---

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

**Council Meeting Date:** 06/28/2022

**Date Prepared:** 06/22/2022

**Agenda:** Consent

**Background Information:** The Grass Valley Fire Department conducted promotional testing for Captain and Engineer over the last month. Certification of the promotional list will allow the Fire Department to fill promotional vacancies now and, in the future, as they occur.

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

**Fiscal Impact:** None, budgeted position

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** City Manager



## City of Grass Valley City Council Agenda Action Sheet

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**Title:** Collection of delinquent sewer and/or water accounts on the Nevada County tax roll

**Recommendation:** After holding a public hearing, adopt Resolution 2022- 58 requesting that the County of Nevada levy and collect delinquent water and sewer service charges on the tax roll.

---

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

**Council Meeting Date:** 6/28/2022

**Date Prepared:** 6/23/2022

**Agenda:** Public Hearing

**Background Information:** Health and Safety Code Section 5473 authorizes the City to place delinquent sewer and/or water service charges on the tax roll for collection after the approval by a two-thirds vote by the members of the City's legislative body. This is done in the same manner as property taxes are handled. This action was last performed in 2021. The City uses this option for sewer and/or water accounts where service cannot be discontinued as a collection method. Since the County started using the teeter plan for the distribution of tax revenues, the City has been receiving sewer and/or water bills placed on the tax roll even if the property owner doesn't pay the tax bill. The method is very effective and allows the City to collect charges from customers that have not made payment.

All affected property owners have been notified as required by the Health and Safety Code. Any amounts received from customers prior to submitting this request will be removed from the list.

The delinquent amount as of June 24, 2022, is \$97,116.87, by the June 28, 2022, City Council Meeting this amount could be less due to any payments received. The City mailed notification letters on June 10, 2022 to inform property owners of any delinquent balances. A list of the delinquent accounts will be provided to the Council prior to the meeting

**Council Goals/Objectives:** The Collection of delinquent sewer and/or water accounts on the Nevada County tax roll executes portions of work tasks towards achieving/maintaining Strategic Plan Goal #7 - Water and Wastewater Systems & Underground Infrastructure.

**Fiscal Impact:** N/A

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** City Manager

**Attachments:** R2022-58

## RESOLUTION NO. 2022 - 58

A RESOLUTION REQUESTING THE NEVADA COUNTY BOARD OF SUPERVISORS  
TO AUTHORIZE THE COUNTY AUDITOR AND THE COUNTY TAX COLLECTOR  
TO LEVY AND COLLECT DELINQUENT SEWER AND/OR WATER SERVICE CHARGES  
AGAINST CERTAIN PROPERTIES WITHIN THE CITY OF GRASS VALLEY  
AND THE UNINCORPORATED TERRITORY OF NEVADA COUNTY

WHEREAS, the City of Grass Valley has submitted bills to certain property owners for sewer and/ or water charges assessed in accordance with Grass Valley Municipal Code Chapter 13.12; and

WHEREAS, the recipients of SEWER and/or WATER services applicable to those charges have not made payment; and

WHEREAS, the California Health and Safety Code Section 5473 authorizes a City to place delinquent sewer and/or water charges on the tax roll after the approval by a two-thirds vote by the members of the legislative body;

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

1. That the Nevada County Board of Supervisors is hereby requested to authorize the Nevada County Tax Collector to levy and collect unpaid sewer and/or water charges in the amount and against the Parcel and Owners of Record as set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

2. Exhibit "A" represents charges that are more than 60 days delinquent as of June 24<sup>th</sup>, 2022 and does not reflect payments received after that date. Exhibit "A" is subject to deletion for owners rendering payment prior to submitting to the County.

3. That the City Council understands that costs for this service will be charged in accordance with the "Standard Form Tax Collection Services" contract between the City of Grass Valley and the County of Nevada.

ADOPTED as a Resolution of the Council of the City of Grass Valley at a meeting thereof held on the 28<sup>th</sup> of June 2022, by the following vote:

AYES: Council Member

NOES: Council Member

ABSENT: Council Member

ABSTAINING: Council Member

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

ATTEST:

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

APPROVED AS TO FORM:

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

Name	Service Address	Balance
GRASS VALLEY TERRACE	275 DORSEY DR GRASS VALLEY, CA 95945-6232	\$ 18,139.80
JOHN TROUTWINE	100 S AUBURN ST GRASS VALLEY, CA 95945-7006	\$ 3,025.26
CONTE & CRAIG	1721 E MAIN ST GRASS VALLEY, CA 95945-7006	\$ 2,540.28
TAMMIE FOX	193 GLENBROOK DR GRASS VALLEY, CA 95945-5126	\$ 2,441.68
SHELLY COVERT	641 S AUBURN ST GRASS VALLEY, CA 95945-7535	\$ 2,154.37
KAREN KNECHT	1641 E MAIN ST GRASS VALLEY, CA 95945-5216	\$ 2,092.99
KRISTEN ANDRADE	304 E MAIN ST GRASS VALLEY, CA 95945-6510	\$ 1,574.21
MICHAEL & CAROLYN INGLIS	891 E MAIN ST GRASS VALLEY, CA 95945-5808	\$ 1,554.84
PAUL T HOPPER	323 RACE ST GRASS VALLEY, CA 95945-7328	\$ 1,510.36
GWENDOLYN DAVIS	357 MILL ST GRASS VALLEY, CA 95945-6713	\$ 1,442.75
CLIFF BRYANT	245 E MAIN ST GRASS VALLEY, CA 95945-6507	\$ 1,427.10
KATHERINE ABBOTT	214 GREEN MOUNTAIN LOOP GRASS VALLEY, CA 95945	\$ 1,369.04
KENNETH FIORAVANTI	188 SCOTIA PINES GRASS VALLEY, CA 95945-5419	\$ 1,332.86
Timothy Person	559 WHITING ST GRASS VALLEY, CA 95945-7520	\$ 1,297.82
LEONARDO TAYLOR	119 KENDALL ST GRASS VALLEY, CA 95945-6853	\$ 1,288.99
SAVANNAH AND SCOTT KERKSIECK	107 MOHAWK ST GRASS VALLEY, CA 95945-7213	\$ 1,228.70
PAUL JAFFE	353 PLEASANT ST GRASS VALLEY, CA 95945-6633	\$ 1,208.31
DUANE GEORGE PIZZO AND DAVID ALLEN PIZZO	147 S AUBURN ST GRASS VALLEY, CA 95945-6516	\$ 1,197.55
JUDITH ELLIS	218 DEPOT ST GRASS VALLEY, CA 95945-6827	\$ 1,185.23
HENRY RAMOS II	334 NORTHSTAR PL GRASS VALLEY, CA 95945-5937	\$ 1,183.82
SUSAN ARMISTEAD	121 WILSON ST GRASS VALLEY, CA 95945-6335	\$ 1,168.74
DAVID SZKOTAK	859 FOREST GLADE GRASS VALLEY, CA 95945-5410	\$ 1,154.20
EILEEN L WRIGHT	229 CHAPEL ST GRASS VALLEY, CA 95945-7139	\$ 1,122.59
KAREN HARNESS	143 E EMPIRE ST GRASS VALLEY, CA 95945-7331	\$ 1,104.07
RICHARD VOGT	537 BRIGHTON ST GRASS VALLEY, CA 95945-7142	\$ 1,079.98
FRANK BENNALLACK	100 OCEAN AVE GRASS VALLEY, CA 95945-7528	\$ 1,076.40
DAWN GRIFFITH	102 OCEAN AVE GRASS VALLEY, CA 95945-7528	\$ 1,062.56
Kyle Reddick	106 E COLFAX AVE GRASS VALLEY, CA 95945-6809	\$ 1,046.91
TERRY J MC GUIRE	147 CONAWAY AVE GRASS VALLEY, CA 95945-7305	\$ 1,025.50
CAROL HILLS	634 BRIGHTON ST GRASS VALLEY, CA 95945-7052	\$ 1,019.16
BRUCE KNOBLOCK & LINDA DELONG	138 MAINHART DR GRASS VALLEY, CA 95945-7206	\$ 1,013.41
JAMES C & JAN G PACK	105 W EMPIRE ST GRASS VALLEY, CA 95945-7510	\$ 998.14
STEVE COTE	214 DEPOT ST GRASS VALLEY, CA 95945-6827	\$ 985.53
Matthew Kellegrew	123 RACE ST GRASS VALLEY, CA 95945-7324	\$ 961.61
KATHLEEN PEACE	111 STENNETT ST GRASS VALLEY, CA 95945-6825	\$ 922.80
EGOZI URI HALPERT NOAM	715 W MAIN ST GRASS VALLEY, CA 95945-6409	\$ 900.76
WILLIAM ROBERT HARE JR. AND ELIZABETH CORINNE HARE	128 LIDSTER AVE GRASS VALLEY, CA 95945-5606	\$ 880.00
Lovi Bucknell	282 HORIZON CIRCLE GRASS VALLEY, CA 95945-9712	\$ 880.00
TERRY M GREBENS	830 ATKINS RD GRASS VALLEY, CA 95945-9315	\$ 880.00
OSCAR MENDOZA	210 CATHERINE LN GRASS VALLEY, CA 95945-5802	\$ 842.60
BIG A ROOT BEER DRIVE-IN	810 E MAIN ST GRASS VALLEY, CA 95945-5809	\$ 821.28
WAYNE/JEFF PETERSON	444 S AUBURN ST GRASS VALLEY, CA 95945-7233	\$ 806.30
JEFFREY HARTER	322 BUENA VISTA ST GRASS VALLEY, CA 95945-7210	\$ 786.37
ROLLAND WILLIAM M & LISA A TRSTES	140 SUCCESS MINE LOOP GRASS VALLEY, CA 95945	\$ 770.00
REGINALD KING	950 IDAHO MARYLAND GRASS VALLEY, CA 95945-5943	\$ 763.88
SHELLY BRUST	120 MILL ST GRASS VALLEY, CA 95945-4799	\$ 706.69
MELISSA NAPIERSKI	587 BLIGHT RD GRASS VALLEY, CA 95945-7007	\$ 700.00
BRIE MENDOZA	144 JOYCE DR GRASS VALLEY, CA 95945	\$ 674.04
GREGORY CARMICHAEL	348 E MAIN ST GRASS VALLEY, CA 95945-6510	\$ 660.00
DANIEL ROBERTSON	590 DELIA CT GRASS VALLEY, CA 95945-7016	\$ 660.00
NELLIE DOWER	209 WILEY LN GRASS VALLEY, CA 95945-7330	\$ 660.00
JANINE MARTIN	159 NORTHRIDGE DR GRASS VALLEY, CA 95945-9711	\$ 660.00
BERGERON & MONDRAGON	616 PARTRIDGE RD GRASS VALLEY, CA 95945-7463	\$ 660.00
LEO DAVIS	228 GLENBROOK DR GRASS VALLEY, CA 95945-5129	\$ 660.00
VIRGIL WONG	287 W OLYMPIA DR GRASS VALLEY, CA 95945-5136	\$ 660.00
FTCRA LLC	122 CATALPA LN GRASS VALLEY, CA 95945-5253	\$ 660.00
TKR Properties LLC	221 GLENBROOK DR GRASS VALLEY, CA 95945-5128	\$ 660.00
MITCHEL SYLVA	183 GLENBROOK DR GRASS VALLEY, CA 95945-5127	\$ 660.00
SHANNA HOMMEL	199 UPPER SLATE CREEK RD GRASS VALLEY, CA 95945-7713	\$ 660.00
MARILYN HINTZE	104 N CHURCH CT GRASS VALLEY, CA 95945-6278	\$ 620.13



PATRICK MCCORMICK	137 TOWNSEND ST GRASS VALLEY, CA 95945-6416	\$ 616.91
LINDA ORTEGA	539 IVY ST GRASS VALLEY, CA 95945-6125	\$ 593.41
CAMEO & BRENDAN THOMPSON	10213 ASPEN RD GRASS VALLEY, CA 95945-9319	\$ 550.00
PAULINE P DODDS	164 HOLBROOKE WAY GRASS VALLEY, CA 95945-9700	\$ 550.00
Kenneth Brazelton	104 SAMANTHA WAY GRASS VALLEY, CA 95945-9766	\$ 550.00
KELLEY GARITTY & NATHAN RANNIE	134 W EMPIRE ST GRASS VALLEY, CA 95945-7511	\$ 527.07
WILLIAM AVERY & NANCY PARRAZ	530 LINDEN AVE GRASS VALLEY, CA 95945-6109	\$ 517.38
GINGER VAN WAGNER	230 FAIRMONT DR GRASS VALLEY, CA 95945-9709	\$ 474.83
JEAN RULAND	577 BLIGHT RD GRASS VALLEY, CA 95945-7007	\$ 460.00
DEBBIE WILSON & LARRY MILILLO	132 CELESTA DR GRASS VALLEY, CA 95945-5651	\$ 460.00
WANDA CRISTEL	102 WINDSOR LN GRASS VALLEY, CA 95949-9564	\$ 446.58
SARAH NUNNINK	147 ARCADIA DR GRASS VALLEY, CA 95945-5615	\$ 440.00
RI GRASS VALLEY	562 SUTTON WAY GRASS VALLEY, CA 95945-5306	\$ 428.71
Benjamin Samuel Harmon	121 MURPHY ST GRASS VALLEY, CA 95945-6322	\$ 403.38
MARK TOPOLINSKI	144 IDAHO MARYLAND GRASS VALLEY, CA 95945-5814	\$ 379.92
MALOU THOMPSON	305 MILL ST GRASS VALLEY, CA 95945-6713	\$ 379.36
ELIZABETH MILLER	126 EUREKA ST GRASS VALLEY, CA 95945-6348	\$ 372.71
Joyce Bradford Stinnett	544 DOUGLAS Ave GRASS VALLEY, CA 95945	\$ 353.83
MARK RYAN	260 HUGHES RD GRASS VALLEY, CA 95945-5604	\$ 330.00
DIANA BABB	222 ELYSIAN PL GRASS VALLEY, CA 95945	\$ 330.00
K & M PARTNERSHIP	2344 NEV CITY HWY GRASS VALLEY, CA 95945-9316	\$ 305.96
DR ABBIE WHITEHEAD	561 IDAHO MARYLAND GRASS VALLEY, CA 95945-5947	\$ 304.35
HARMAN MANAGEMENT CORP	11963 NEV CITY HWY GRASS VALLEY, CA 95945-9397	\$ 269.83
CHARLES ANTOURI	159 CATHERINE LN GRASS VALLEY, CA 95945-7006	\$ 267.38
Thomas Hearst	291 MANOR DR GRASS VALLEY, CA 95945-5124	\$ 264.00
Brian Wagner	10247 ASPEN RD GRASS VALLEY, CA 95945-9319	\$ 233.97
RI GRASS VALLEY LLC	578 SUTTON WAY GRASS VALLEY, CA 95945-5306	\$ 173.41
		\$ 93,884.29



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Cannabis Selection Appeals of Sierra Flower Co. LLC and NUG, Inc., d.b.a. NUG Grass Valley regarding storefront retail commercial cannabis permit selection.

**Recommendation:** That Council approve the Hearing Officer's final findings and recommendations and adopt the proposed resolution.

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

**Council Meeting Date:** 6/28/2022

**Date Prepared:** 6/23/2022

**Agenda:** Public Hearing

**Background Information:** The Grass Valley Municipal Code sets limits on the type and number of cannabis businesses allowed in the City. Because of these limits, the City created a two-step application process to evaluate, rank, and select which applicants could apply for a regulatory permit and land use entitlements to operate in the City. For the first step, the City received seven applications for the ability to apply for the City's single retail storefront dispensary. Last winter, the Commercial Cannabis Selection Committee (Committee) completed its review and scored each cannabis screening application submitted for a commercial cannabis business. The Committee's scoring determined that Grass Valley Provisions was the top ranked applicant for this license type, and it was approved to apply for a Commercial Cannabis Permit.

Two of the six unsuccessful applicants, Sierra Flower Co. LLC (Sierra Flower) and NUG, Inc., d.b.a. NUG Grass Valley (NUG), filed timely appeals of the Committee's decision. These appeals were referred to a hearing officer for adjudication under the City's Commercial Cannabis Appeal Procedures. The City Council appointed the Honorable Al Dover (ret.) as the hearing officer. According to the parties' stipulated briefing schedule, Sierra Flower and NUG filed opening briefs, the City and Grass Valley Provisions filed responsive briefs, and Sierra Flower and NUG filed reply briefs. In addition, the City provided the hearing officer and the parties with a record of evidence related to the Selection Committee's decision, on which all parties relied, as well as some additional evidence certain parties provided. Based on this record, the hearing officer issued a tentative decision on April 22, 2022, in which he recommended both appeals be overruled in their entirety. Upon the appellants' request, the hearing officer held an oral hearing on May 19, 2022, at which all parties appeared and were represented by counsel.

On May 25, 2022, the hearing officer issued his final findings and recommendations, in which he recommends the Selection Committee's decision be affirmed in its entirety,

and the appeals thus denied. The hearing officer's final findings and recommendations are attached to this staff report.

**Discussion:** Under section 5(c) of the City's Commercial Cannabis Appeal Procedures, the City Council may adopt (in all or part) or modify the hearing officer's recommendation or remand it to the hearing officer for further consideration. To determine whether to adopt, modify, or remand the hearing officer's recommendation, the City Council has discretion to either: (1) make a final decision based on the administrative record before the hearing officer and the hearing officer's written recommendation without further input from the appellants, City staff, and Grass Valley Provisions; or (2) order an oral hearing on the hearing officer's recommendation. (Comm. Cannabis Appeal Proc., § 5(b).)

Staff recommends the City Council allow Appellants Sierra Flower and NUG, as well as Grass Valley Provisions, to provide comment, open the public hearing to take public comments, and allow Appellants an opportunity to respond. It may then decide whether to adopt (all or in part) or modify the hearing officer's final findings and recommendation or remand the decision for further consideration. If the City Council decides to adopt the hearing officer's recommendation, a proposed resolution to do so may approved for this purpose.

**Council Goals/Objectives:** This item pertains to work tasks towards achieving/maintaining High performance government & quality service

**Fiscal Impact:** N/A

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** City Manager

**Attachments:**

- R2022-
- Hearing Officer Dover's Findings

**RESOLUTION NO. 2022-50****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY  
ADOPTING THE HEARING OFFICER’S RECOMMENDATION ON THE  
APPEALS OF NUG, INC. AND SIERRA FLOWER CO. LLC FROM THE  
SELECTION COMMITTEE’S DECISION ON SCREENING APPLICATIONS  
FOR A STOREFRONT RETAIL CANNABIS DISPENSARY PERMIT**

WHEREAS, in November of 2020, the City approved Ordinance No. 806, which permitted and regulated a variety of separately licensed cannabis businesses, including storefront retail, delivery-only retail, testing laboratories, cannabis manufacturing, distribution, and cultivation or nurseries;

WHEREAS, Ordinance No. 806 allows a single storefront retail cannabis business permit in the City unless and until the City meets a population threshold it has not met;

WHEREAS, the Community Development Director developed application procedures and regulations for the selection of commercial cannabis permittees (“Regulations”), the City received public comment on those procedures, and the City Council adopted the application procedures and permit fees in May 2021;

WHEREAS, the City accepted screening applications for commercial cannabis permits from May through August 2021, and received seven screening applications for retail dispensary businesses;

WHEREAS, in July 2021 City appointed a Selection Committee to review and score the storefront retail screening applications in accordance with the Regulations;

WHEREAS, the City received seven applications for the opportunity to apply for the single storefront retail cannabis business permit, including applications from Grass Valley Provisions, Sierra Flower Co. LLC, and NUG, Inc.;

WHEREAS, after a review of the applications, the Selection Committee unanimously selected Grass Valley Provisions to apply for a storefront retail cannabis permit;

WHEREAS, Sierra Flower Co. LLC and NUG, Inc. timely appealed the decision of the Selection Committee under the Community Development Director’s procedures for appeals (“Appeal Procedures”);

WHEREAS, the City Council referred the appeals to an impartial hearing officer, retired Nevada County Superior Court Judge Al Dover (“Hearing Officer”), to hear the appeals and to recommend a decision to the City Council;

WHEREAS, at 11:00 a.m., May 19, 2022, the Hearing Officer held a hearing on the appeals at Grass Valley City Hall, 125 E. Main Street, Grass Valley, California, at which Ariana Van Alstine of AAVA Consulting, LLC appeared on behalf of appellant Sierra Flower Co. LLC, Stephen L. Ramazzini appeared on behalf of appellant Nug, Inc., Cameron Brady of Ingram Brady appeared on behalf of real party in interest Grass Valley Provisions, and David J. Ruderman of Colantuono, Highsmith & Whatley, PC appeared on behalf of the City of Grass Valley; and

WHEREAS, after hearing both written and oral argument, the Hearing Officer recommends the City Council affirm the decision of the Selection Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AS FOLLOWS:

**Section 1.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.** The City Council notified the appellants of its consideration of the Hearing Officer's recommendation by mailing a copy of a draft of this resolution, the hearing officer's recommendation, and the notice of the public hearing before the City Council.

**Section 3.** The City Council has considered the administrative record regarding the appeals of Sierra Flower Co. LLC and NUG, Inc., including any supplements thereto, the evidence submitted by parties to the Hearing Officer, the briefs of all parties, the tentative and final recommendation issued by the Hearing Officer, oral presentations by the appellants, the real party in interest, and other interested parties at the hearing before the City Council.

**Section 4.** The City Council adopts the recommendation of the Hearing Officer to affirm the decision of the Selection Committee in full. The Hearing Officer's recommendation is attached as **Exhibit A** and incorporated herein by this reference. This constitutes the City's final decision on the appeals and the Appeal Procedures do not provide for reconsideration of this resolution.

**Section 5.** This Resolution is exempt from CEQA under Business and Professions Code, section 26055, subdivision (h) (CEQA does not apply to "an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity") and California Code of Regulations, title 14, section 15061, subdivision (b)(3) ("CEQA applies only to projects which have the potential for causing a significant effect on the environment"). Adoption of the Hearing officer's recommendation constitutes "discretionary review and approval" of a permit to engage in commercial cannabis activity. Additionally, adoption of the Hearing Officer's recommendation cannot have a significant effect on the environment because it does not authorize a land use; it only authorizes the successful applicant to apply for a land use permit.

**Section 6.** The Deputy City Clerk is hereby directed to give notice of this decision in the manner required by Code of Civil Procedure section 1094.6, subdivision (b) to the appellants

and the real party in interest. The City hereby gives notice that the time within which judicial review of this action must be sought is governed by Code of Civil Procedure section 1094.6.

ADOPTED as a resolution of the City Council of the City of Grass Valley at a regular meeting held on the 28th day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

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

APPROVED AS TO FORM:

ATTEST:

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

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

**CITY OF GRASS VALLEY**  
**COUNTY OF NEVADA**

NUG INC. AND SIERRA FLOWER CO.  
LLC'S CONSOLIDATED APPEALS  
OF CITY OF GRASS VALLEY'S  
SCREENING DECISIONS ON  
APPLICATIONS FOR STOREFRONT  
RETAIL DISPENSARY PERMIT

HEARING OFFICER'S  
FINAL FINDINGS AND  
RECOMMENDATIONS

After a thorough review of the parties' Briefs, the Administrative Record, and oral arguments, the following are the Final Findings and Recommendations on the consolidated administrative appeals of NUG Inc., and Sierra Flower Co. LLC, relating to the City of Grass Valley's screening decisions on applications for a storefront retail dispensary permit.

**Background**

On November 24, 2020, the City of Grass Valley amended its municipal code to allow certain cannabis businesses including storefront retail. On April 27, 2021, the City announced its cannabis application procedure. The application process would consist of two steps. "The initial screening application scoring would be completed by a committee appointed by the City Manager. Top ranked proposals would be invited to an interview, and the committee would



1 select the applicants that could apply for a cannabis permit.” (AR-7) The screening would  
 2 include a review of the Commercial Cannabis Screening Application Information Packet and  
 3 submission and review of criteria including: Qualifications of Owners/Operators; a Business  
 4 Plan detailing operation, community benefits, product offerings, and neighborhood  
 5 enhancement; and, a Safety and Security Plan. (AR-1038) The City’s evaluation included 26  
 6 categories with a total of 355 available points. (*Ibid.*) The City Council specifically stated that  
 7 it would not award points for locally connected ownership and would not make local  
 8 preferences. (*Ibid.*)

9 Seven applicants, including both of the Appellants, NUG and Sierra Flowers,  
 10 submitted applications. The Selection Committee, which consisted of three reviewers, scored  
 11 applications separately, and an average was taken between the three scores. (AR-1760)

12 Provisions earned the highest average score of 340. Sierra Flowers obtained the third  
 13 highest, with an average score of 328.33 (but see Calculations analysis below). NUG received  
 14 the lowest average score of 285.

15 On November 22, 2021, the City sent a notice to non-party Provisions that it would be  
 16 afforded the sole opportunity to apply for a retail permit. Both NUG and Sierra Flowers timely  
 17 filed the present Administrative Appeals.

#### 18 **Standard of Review**

19 Under Grass Valley Municipal Code 5.60.060, and Commercial Cannabis Appeal  
 20 Procedures section 4(d), Appellant bears the burden to produce evidence of reversible error  
 21 and to persuade the reviewing body of it by preponderance of the evidence. The reviewing  
 22 body shall affirm the decision appealed from unless the appellant persuades it that:

- 23
- 24 i. The procedure by which the decision was made violates due process
- 25 or other applicable law;
- 26 ii. The substance of the decision violates the Grass Valley Municipal
- 27 Code or other applicable law; or
- 28 iii. The record on which the decision was made does not include
- substantial evidence to support factual findings the law requires for the decision.

Sierra Flowers contends it will establish by preponderance of the evidence that: (1) the  
 procedure by which the decision was made violates due process or other applicable law; and

(2) the record on which the decision was made does not include substantial evidence to support the factual findings the law required for the decision.

NUG contends that the scoring process: (1) violated NUG's due process and, (2) violated Grass Valley Municipal Code by awarding non-party Provisions the permit because the Administrative Record lacks substantial evidence to support the permit decision.

### **NUG's Arguments**

#### **Bias**

The leading case on the issue of bias by decision-makers is the case of *Petrovich Development Co. LLC v. City of Sacramento* (2020) 48 Cal.App.5th 963, 973, which provides: "A decisionmaker must be unbiased (meaning that the decisionmaker has no conflict of interest, has not prejudged the specific facts of the case, and is free of prejudice against or in favor of any party.)"

First, NUG contends the committee was biased toward locally connected ownership. NUG was not local, but Provisions is. NUG points to statements made by committee member Lombardi, in a letter dated November 10, 2021, differentiating local vs. out of area entities, and specifically stating he wanted a candidate "with local roots." (AR 1648)

However, The City Council was advised that a local preference in screening applications was unconstitutional. AR 7. Thus, the City omitted any consideration of the location of an applicant's principal place of business.

Moreover, the criteria of an owner's involvement does not reflect local bias. Rather, it directly addresses supervision of a business. In fact, Lombardi's own statements about locality focused on day-to-day operations focused on customers: "So much of the success... of the business will be dependent on the person running the day to day operations." AR 1648. Additionally, it is clear that Lombardi was not biased, as his own scores demonstrate no prejudice in favor of local entities. He scored non-local applications the highest—awarding the maximum 355 points to each of Culture, Element 7, and Grupo Flor. (AR 1038) He scored Provisions with 340 points. Clearly, he had no conflict of interest, had not prejudged

1 the case, and was free of prejudice against or in favor of any party. Thus, the ideals of  
2 *Petrovich* for unbiased committee members were met.

3 Additionally, as for statements made that the process was “negligent” and made a  
4 committee member “uncomfortable,” such statements were made relating specifically to the  
5 determination that interviews would not be conducted. This does not demonstrate any bias or  
6 prejudice in the process.

7 Moreover, any concerns addressed by the committee members simply demonstrates  
8 their commitment to the process and their acknowledgement of the seriousness of their roles.  
9 As their concerns were addressed to City staff, and not to other committee members, there was  
10 no tainting of the process so as to require a complete re-do of the process. Unlike *Petrovich*,  
11 where a member lobbied other members in support of one position, here, other committee  
12 members were not included in the concerns. There was no lobbying by anyone in favor or  
13 against any applicant.

14 Thus, there was no bias demonstrated by Appellant’s process or committee members.

15 Denial of Interview

16 Secondly, NUG states that it was denied the opportunity to interview as stated in the  
17 April 27, 2021, statement that “Top ranked proposals would be invited to an interview.”  
18 Committee member Collier also had wanted an interview of the candidates as set forth in his  
19 letter dated November 18, 2021. (AR 1662) But, no interviews were conducted.

20 However, the final screening process allows, but does not require, interviews. The  
21 process states: “After the Selection Committee has reviewed and scored all the screening  
22 applications, they *may* invite the highest ranked applicants in each commercial cannabis permit  
23 category for an interview with the Selection Committee.” (AR 1760) [Emphasis added.]  
24 Appellant has failed to demonstrate that all committee members wanted interviews.  
25 Additionally, NUG was not one of the “highest ranked applicants,” which would provide an  
26 interview to NUG even if interviews did occur. Thus, this argument likewise fails.

27 ///

28 ///

1 Provisions' Incomplete Application

2 Thirdly, NUG contends that Provisions' application should have been dismissed  
3 outright because it did not include the mandatory Application Information Forms. "Each  
4 screening application shall complete the Applicant Information Forms." (AR 10, 32-33)  
5 These forms were not included. (AR 746-828)

6 NUG is correct in that the Applicant/Owner Application Forms were not included in  
7 the administrative record. However, this error was noted and corrected in the Second  
8 Supplement to the Administrative Record. AR 1766-1797. Thus, the Application was  
9 submitted and there is no error.

10 Scoring

11 Fourth, NUG contends that its score reductions reflect an implicit bias because points  
12 were reduced for the time an owner was on site, and the scores wrongfully deducted points for  
13 NUG in the "proof of funds" category, even though it had shown actual bank statements  
14 showing ability to fund.

15 Here, however, Appellant cannot second-guess the reviewers under substantial  
16 evidence review. The committee could reasonably assign the points set forth.

17 Sierra Flowers' Arguments

18 Monopoly

19 First, Sierra Flowers contends that the City wrongfully decided to allow only one  
20 dispensary permit, which results in a monopoly in favor of Provisions. Sierra Flowers  
21 references the situation in the City of Baldwin Park, where the City "effectively [afforded] the  
22 company a distribution monopoly." [SF Opening Brief 6:3.]

23 However, Grass Valley Municipal Code §5.60.070(d)(1) provides that the City may  
24 have multiple permits for many cannabis activities. However, it capped retail dispensary  
25 permits at one per 7,500 people, with a maximum of two. As Grass Valley's population is 14,  
26 016, only one retail dispensary permit is currently available, which counsel at oral argument  
27 admitted is correct. Thus, the "City-created monopoly" alleged by Appellant is code-driven.  
28 Moreover, as the present administrative appeal only seeks redress of the screening process, and

1 not the underlying code provisions, this argument by Sierra Flowers fails. This hearing officer  
2 cannot require the City to allow two permits. Such action is in the sole control of the City.  
3 Appellant may seek to modify such code provision by approaching the City Council.  
4 However, this Hearing Office has no authority to make such change on its own accord.

5 Arbitrary

6 Secondly, Sierra Flowers contends that the City process was arbitrary and capricious  
7 and the record on which the decision was made does not include substantial evidence to  
8 support the factual findings the law requires. Sierra Flowers contends the City failed to select  
9 a qualified and unbiased Selection Committee. Appellant points to a fourth selection  
10 committee member, who did not make any recommendations, who declined her appointment  
11 due to a conflict of interest. Appellant also points to concerns of the committee themselves  
12 about the process, whereby member Collier wanted an interview process to be included.  
13 Additionally, one committee member stated: "I do not have the background, or the  
14 qualifications to provide a quality recommendation." (AR 1647-1652)

15 However, the fact that one committee member declined appointment because of a  
16 conflict of interest demonstrates the lack of bias in the process. So, this argument is without  
17 merit.

18 As for the lack of interviews, although member Collier wanted interviews, the  
19 screening process allows, but does not require, interviews. The process states: "After the  
20 Selection Committee has reviewed and scored all the screening applications, they may invite  
21 the highest ranked applicants in each commercial cannabis permit category for an interview  
22 with the Selection Committee." (AR 1760) Appellant has failed to demonstrate that all  
23 committee members wanted interviews. Thus, this argument likewise fails.

24 Further, the fact that one committee member felt he did not have the background to  
25 properly score the nursery, distribution and delivery applications, is not relevant. He provides  
26 no statement that he could not properly score retail dispensary applications. Thus, this was  
27 neither arbitrary nor capricious.

28

1 Next, the scoring sheet had detailed categories and points. Moreover, all scores were  
2 averaged. So, to the extent a member had erroneous bases for points awarded, such erroneous  
3 bases would be the same for all candidates/applicants. Thus, this argument fails.

4 Calculations

5 Thirdly, Sierra Flowers points out that the City failed to accurately calculate scores.  
6 The tally sheet did not accurately reflect the reviewers' actual scores. Sierra Flowers' properly  
7 calculated average score is 331.67, putting it second behind Provisions.

8 Sierra Flowers is correct in this argument. Nonetheless, this is a harmless error  
9 because it still puts Sierra Flowers in second place, behind Provisions, who was allowed to  
10 apply for the license.

11 Points

12 Fourth, Sierra Flowers contends that it was deprived of points that it objectively  
13 earned. Various deficiencies in the reviewers' scores are noted.

14 Here, however, Appellant cannot second-guess the reviewers under substantial  
15 evidence review. The committee could reasonably assign the points set forth. Moreover,  
16 although Sierra Flowers was not awarded the dispensary permit, it was allowed to become a  
17 distributor. The distribution applications had a different process for selection than the  
18 dispensary applications. There is no error.


19 Conclusion

20 The Hearing Officer, in this Final Findings and Recommendations, recommends to  
21 affirm in their entirety the decisions appealed.

22 ///

23 ///

24 DATED: 5-25-22

25   
ALBERT DOVER  
26 Judge of the Superior Court (Ret.)  
27  
28



## City of Grass Valley City Council Agenda Action Sheet

**Title:** CDBG Memorial Park Facilities Improvement Project - Program Amendment

**Recommendation:** That Council authorize a Community Development Block Grant (CDBG) program budget amendment to allocate additional Program Income (PI) towards the CDBG Memorial Park Facilities Improvement Project construction contract.

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

**Council Meeting Date:** 6/28/2022

**Date Prepared:** 6/23/2022

**Agenda:** Administrative

**Background Information:** On August 26, 2020, the City was notified of its award of a Community Development Block Grant in the amount of \$3,499,281 for the CDBG Memorial Park Facilities Improvement Project. The Project involves the construction of new swimming pools, softball field turf installation, restroom replacement, and pickleball and basketball court construction, among other numerous park facility improvements. A construction contract with Western Water Features was executed in the amount of \$4,734,436 on June 8, 2021, to complete the CDBG Memorial Park Facilities Improvement Project and is now nearing completion.

In the original grant application process, Staff requested that an estimated \$160,000 in Program Income collected during the grant period be allocated towards the project budget. In fact, significantly more PI funds have accumulated during the project timeline and are anticipated to total approximately \$760,000. The California Department of Housing and Community Development administers the CDBG Program and requires the execution of a budget amendment to add any available funds to the project after initial approval. A Council Resolution and an opportunity for public participation on the use of PI funds is requested in order to enact the amendment.

Amending the CDBG Program project budget to allow the use of up to \$600,000 in additional PI funds will more completely fund the public facility improvements and will be used 100% to cover construction costs of activities identified in the original project scope of work. Staff request that Council approve the attached Resolution, authorizing the budget amendment and allow for any public comment on the use of this funding.

**Council Goals/Objectives:** Improvements funded with this action execute portions of work tasks towards achieving/maintaining Strategic Plan Goal - Recreation and Parks.

**Fiscal Impact:** Added PI will reduce the local funds (Measure E) necessary to fully fund the project.



**Funds Available:** Yes

**Account #:** 300-406-64140

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

**RESOLUTION NO: 2022-53**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY  
AUTHORIZING A CDBG PROGRAM BUDGET AMENDMENT OF \$600,000 IN AVAILABLE  
PROGRAM INCOME FUNDS**

**WHEREAS**, the City of Grass Valley has entered into a Grant Agreement with the Department of Housing and Community Development (HCD) under the Community Development Block Grant Program in the amount of \$3,499,281.00 to fund the CDBG Memorial Park Facilities Improvement Project; and

**WHEREAS**, the initial project budget identified the use of an estimated \$160,000 in Program Income received over the term of the grant; and

**WHEREAS**, the City of Grass Valley will have received approximately \$760,000 in Program Income by the end of the project; and

**WHEREAS**, the City of Grass Valley has entered into a Construction Contract in the amount of \$4,734,436.00 to complete the CDBG Memorial Park Facilities Improvement Project and the scope of work identified in the grant proposal; and

**WHEREAS**, the \$600,000 in additional Program Income is best spent by allocating the funds to the City's active CDBG Public Facilities Project through a budget amendment process; and

**WHEREAS**, the opportunity for public input on the proposed use of Program Income funds has been permitted; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY**; that the City authorizes HCD to enact a project budget amendment to allocate an additional \$600,000 of Program Income to fund the CDBG Memorial Park Facilities Improvement Project, for a total budget amount of up to \$760,000 in Program Income

**ADOPTED** as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 28<sup>th</sup> day of June 2022, by the following vote:

AYES:

NOES:

ABSTAINS:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

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