

Gridley City Council – Regular City Council Meeting Agenda

Monday, October 7, 2019; 6:00 pm

Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

"Our purpose is to continuously enhance our community's vitality and overall quality of life. We are committed to providing high quality, cost-effective municipal services and forming productive partnerships with our residents and regional organizations. We collectively develop, share, and are guided by a clear vision, values, and meaningful objectives."

CALL TO ORDER - Mayor Johnson

ROLL CALL - Recording Secretary

PLEDGE OF ALLEGIANCE – Council member Borges

INVOCATION – Bishop Joshua McLean, Church of Jesus Christ, Latter-Day Saints

PROCLAMATIONS

- Appreciation and Support of the Gridley Area Chamber of Commerce and Their Tuesday Night Farmer's Market
- Domestic Violence Awareness Month, October 2019 (accepted by Anastacia Snyder, Executive Director for Catalyst)

COMMUNITY PARTICIPATION FORUM - *Members of the public may address the City Council on matters not listed on the agenda. The City Council may not discuss nor take action on any community participation item brought forward by a member of the community. Comments are requested to be limited to three (3) minutes.*

CONSENT AGENDA – *Items on the Consent Agenda are considered routine and acted upon by one motion. Any Council member may request that an item be removed for separate consideration. The City Council may only make minor comments; otherwise the item should be removed from the Consent Agenda and placed as the first item(s) under "Items for Council Consideration".*

1. City Council minutes dated September 16, 2019
2. Approval of Resolution No. 2019-R-022: A Resolution of the City Council of the City of Gridley Approving the Memorandum of Understanding Between the International Brotherhood of Electrical Workers Local 1245 Employees and the Gridley City Council
3. Approval of Resolution No. 2019-R-023: A Resolution of the City Council of the City of Gridley Approving the Memorandum of Understanding Between the Gridley Police Officers Association and the Gridley City Council
4. Approval of Resolution No. 2019-R-024: A Resolution of the City Council of the City of Gridley Adjusting Compensation for Management, Mid-Management, Confidential and Unrepresented Employees

ITEMS FOR COUNCIL CONSIDERATION

5. Acceptance of US Department of Homeland Security SAFER Grant Award
6. Valley Oaks Estates, Tentative Subdivision Map 1-19; Applicant is proposing a 21-parcel single-family residential subdivision on three parcels totaling ±4.7 acres, APN: 022-230-022, -024 and -025. Determine the project is Categorically Exempt per the California Environmental Quality Act, Section 15332 (a-e), Class 32, Infill Development Projects.
 - Adopt Resolution Number 2019-R-025: A Resolution Approving Tentative Subdivision Map No. 1-19 to Subdivide Three Parcels Consisting of Approximately 4.7 Acres into Twenty-One (21) Parcels Consisting of One 0.25 Acre Parcel for a Detention Basin and Twenty (20) Parcels for a Residential Housing Development Located at the Northeast Corner of Peach Street and West Biggs Gridley Road in the Single Family Residential District (R-1) and Residential, Low Density (RLD) General Plan Land Use Designation (APN: 022-230-022, -024 & -025)
 - Adopt Resolution Number 2019-R-026: A Resolution Authorizing the City Administrator to Execute a Deferred Improvement Agreement to Defer the Construction of a Portion of Road and Pedestrian Improvements on the East Side of West Biggs Gridley Road
 - Adopt Resolution Number 2019-R-027: A Resolution Authorizing the City Administrator to Execute a Landscaping, Lighting, Utility and West Biggs Gridley Road Assessment District to Provide for the Maintenance of the Subdivision Improvements and Deferred Road Improvement Costs
7. Adoption of the Notice of Determination of the Environmental Documents Little Ave Lift Station and Force Main Project
8. Adoption of the Notice of Determination of the Environmental Documents Waterline Replacement Project

CITY STAFF AND COUNCIL COMMITTEE REPORTS - *Brief updates from City staff and brief reports on conferences, seminars, and meetings attended by the Mayor and City Council members, if any.*

POTENTIAL FUTURE CITY COUNCIL ITEMS - (Appearing on the Agenda within 30-90 days):

Police Department Digital Radio System	11/4/2019
Potential Cessation of Net Metering Program	11/18/2019
Temporary Residential Housing Incentive Program #2	11/18/2019

CLOSED SESSION

9. Conference with Legal Counsel concerning existing litigation pursuant to Government Code 54956.9 – Blackshire vs. City of Gridley, et al, Butte County Superior Court Case No. 19CV01639

ADJOURNMENT – adjourning to the next regularly scheduled meeting on Monday, October 21, 2019

NOTE 1: POSTING OF AGENDA- This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., October 4, 2019, in accordance with Government Code Section 54954.2. This agenda along with all attachments is available for public viewing online at www.gridley.ca.us and at the Administration counter in City Hall, 685 Kentucky Street, Gridley, CA.

NOTE 2: REGARDING UNSCHEDULED MATTERS – In accordance with state law, it shall be the policy of this Council that no action shall be taken on any item presented during the public forum or on unscheduled matters unless the Council, by majority vote, determines that an emergency situation exists, or, unless the Council by a two-thirds vote finds that the need to take action arose subsequent to the posting of this agenda.

Appreciation and Support of the Gridley Area Chamber of Commerce And Their Tuesday Night Farmer's Market

WHEREAS the City of Gridley would like to recognize the volunteers of the Gridley Area Chamber of Commerce for their continuous hard work, never ending volunteer hours, and tireless dedication; and,

WHEREAS because of their steadfast efforts and keen desire to provide our community with outstanding events throughout the year, we have amazing activities such as the Red Suspenders Day Parade, the Winter Wonderland Festival and Tree Lighting and the Tuesday Night Farmer's Market; and,

WHEREAS the Gridley Chamber of Commerce Tuesday Night Farmers market has brought high quality entertainment, various talented artisans, unique small businesses, and great diversity of locally grown agricultural products to the Gridley community; and,

WHEREAS farmers markets contribute to the economic and social vitality of our community, creating a positive social experience and educating consumers about where their food comes from; and,

WHEREAS farmers markets are a key source of fresh, nutritious, affordable and locally grown food for consumers of all ages to enjoy; and,

WHEREAS farmers markets support farm families, rural jobs and preserve farmland and open space adding to our quality of life; and,

WHEREAS Farmers markets also support artisans, prepared food and other vendors as well as helping nearby businesses.

NOW, THEREFORE, I Bruce Johnson, Mayor of the City of Gridley along with Gridley City Council would like to proclaim and extend our deep gratitude to the Gridley Area Chamber of Commerce and its volunteers for their dedication and support of the Gridley Community and would encourage all Gridley area residents to support the Chamber's non-stop efforts and come out to enjoy the year-round fun!

Bruce Johnson, Mayor

Domestic Violence Awareness Month 2019 Proclamation

WHEREAS although progress has been made toward preventing and ending domestic violence and providing support to survivors and their families, important work remains to be done;

WHEREAS domestic violence programs in California provide essential, lifesaving services for survivors, their children, and communities;

WHEREAS there is a need to provide education, awareness and understanding of domestic violence and its causes;

WHEREAS approximately 40% of California women experience physical intimate partner violence in their lifetimes;

WHEREAS domestic violence affects people of all genders, sexual orientations, ages, racial, ethnic, cultural, social, religious, and economic groups in the United States and here in California;

WHEREAS the marginalization of certain groups in society, including undocumented individuals, transgender individuals, and people living with disabilities, increases their vulnerability to domestic violence;

WHEREAS domestic violence is the third leading cause of homelessness among families in the United States

WHEREAS children exposed to domestic violence can experience long-term consequences including difficulty at school, substance abuse, behavioral problems in adolescence, and serious adult health problems

NOW, THEREFORE, I, Bruce Johnson, Mayor of Gridley, in recognition of the important work done by domestic violence programs, do hereby proclaim the month of October 2019 as Domestic Violence Awareness Month and urge all citizens to participate in the scheduled activities and programs sponsored by Catalyst Domestic Violence Services to work towards building healthy relationships and eliminating intimate partner violence.

Bruce Johnson, Mayor

Gridley City Council – DRAFT City Council Meeting Minutes

Monday, September 16, 2019; 6:00 pm

Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

"Our purpose is to continuously enhance our community's vitality and overall quality of life. We are committed to providing high quality, cost-effective municipal services and forming productive partnerships with our residents and regional organizations. We collectively develop, share, and are guided by a clear vision, values, and meaningful objectives."

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:00 p.m.

ROLL CALL

Councilmembers

Present: Johnson, Torres, Crye

Absent: Borges, Williams

Arriving after roll call: None

Staff present: Paul Eckert, City Clerk
Tony Galyean, City Attorney
Al Byers, Police Chief
Donna Decker, Planning Consultant
Samantha Stopplemore, ACO/Dispatcher

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Johnson

PROCLAMATIONS – None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES - None

COMMUNITY PARTICIPATION FORUM

Mayor Johnson opened the forum and seeing no one present wishing to speak, it was closed.

CONSENT AGENDA

1. City Council minutes dated September 3, 2019

Motion to approve the consent agenda by Councilmember Torres, seconded by Mayor Johnson

ROLL CALL VOTE

Ayes: Torres, Crye, Johnson

Motion passed, 3-0

PUBLIC HEARING

2. Public Hearing: Applicant is proposing a 21-parcel single-family residential subdivision on three parcels totaling ±4.7 acres, APN: 022-230-022, -024 and -025
 - a) Receive Staff Report
 - b) Open Public Hearing
 - c) Hear Public Testimony
 - d) Close Public Hearing
 - e) Determine the project is Categorically Exempt per the California Environmental Quality Act, Section 15332 (a-e), Class 32, Infill Development Projects.

Adopt Resolution Number 2019-R-022: A Resolution Approving Tentative Subdivision Map No. 1-19 to Subdivide Three Parcels Consisting of Approximately 4.7 Acres into Twenty-One (21) Parcels Consisting of One 0.25 Acre Parcel for a Detention Basin and Twenty (20) Parcels for a Residential Housing Development Located at the Northeast Corner of Peach Street and West Biggs Gridley Road in the Single Family Residential District (R-1) and Residential, Low Density (RLD) General Plan Land Use Designation (APN: 022-230-022, -024 & -025)

Adopt Resolution Number 2019-R-023: A Resolution Authorizing the City Administrator to Execute a Deferred Improvement Agreement to Defer the Construction of a Portion of Road and Pedestrian Improvements on the East Side of West Biggs Gridley Road

Adopt Resolution Number 2019-R-024: A Resolution Authorizing the City Administrator to Execute a Landscaping, Lighting, Utility and West Biggs Gridley Road Assessment District to Provide for the Maintenance of the Subdivision Improvements and Deferred Road Improvement Costs

Planning Consultant Donna Decker reviewed the proposed project and the public hearing was held. Patrick Coghlan of 852 Idaho and Barbara Hageman of 808 Idaho street spoke against the project. Mr. Coghlan provided written comments that will be placed with the Council hard copy files. Sean O'Neil of Genesis Engineering spoke in favor of the project. Out of respect for the absent Council members, the item was continued to the next meeting on October 7. No action was taken.

ITEMS FOR COUNCIL CONSIDERATION

3. Program to Manage Unclaimed Cats

Chief Byers addressed Council and reviewed the need and benefits of the new program.

Motion to approve the program by Mayor Johnson, seconded by Councilmember Crye

ROLL CALL VOTE

Ayes: Crye, Torres, Johnson

Motion passed, 3-0

CITY STAFF AND COUNCIL COMMITTEE REPORTS

Mayor Johnson reported on the meetings he attended with the Sutter Butte Flood Control Agency and the Butte County Mosquito and Vector Control District.

POTENTIAL FUTURE CITY COUNCIL ITEMS - (Appearing on the Agenda within 30-90 days):

Environmental Document Approval and Adoption – Little Avenue Force Main and Lift Station Improvement Project	10/7/2019
Environmental Document Approval and Adoption – Waterline Replacement Project	10/7/2019
Temporary Residential Housing Incentive Program #2	10/21/2019
Police Department Digital Radio System	11/4/2019

CLOSED SESSION

4. Conference with Labor Negotiators pursuant to Government Code 54957.6 to meet and confer with International Brotherhood of Electrical Workers and Gridley Police Officers Association

Council went into closed session at 6:52 and came out at 7:35 with no reportable action.

ADJOURNMENT

With no items for further discussion, the Council adjourned to the next regularly scheduled meeting on October 7, 2019.

Paul Eckert, City Clerk

City Council Agenda Item #2
Staff Report

Date:	October 7, 2019	<input checked="" type="checkbox"/> Regular
To:	Mayor and City Council	<input type="checkbox"/> Special
From:	City Administrator/Finance Director and Utility/Public Works Director Daryl Dye	<input type="checkbox"/> Closed
Subject:	Approval of Resolution No. 2019-R-022: A Resolution of the City Council of the City of Gridley Approving the Memorandum of Understanding Between the International Brotherhood of Electrical Workers Local 1245 Employees and the Gridley City Council	<input type="checkbox"/> Emergency

Recommendation

City staff respectfully requests that the City Council accept the new Memorandum of Understanding (MOU) between the City and the International Brotherhood of Electrical Workers Local Union 1245 (IBEW) by adoption of Resolution No. 2019-R-022.

Background

The City's current MOU with IBEW expired on June 30, 2019. The City's negotiating team including the Utility Director, Council representatives, and the Administrator and IBEW conducted multiple negotiating sessions regarding a successor agreement and signed a tentative agreement on September 20, 2019. The proposed MOU is a three-year contract and contains the following notable changes from the prior agreement: modest compensation adjustments of 3% effective July 1, 2019, 3% effective July 1, 2020 and 2% effective July 1, 2021, and a 16.9% wage equity adjustment for the Electric Lineworker series. The City has received notice that IBEW ratified the agreement on September 26, 2019 at a level consistent with City Council provided authorization. The remaining substantive provisions of the current MOU remain unchanged. The IBEW traded a floating holiday for Martin Luther King Day.

Fiscal Impact

The wages changes and financial impacts for the IBEW, POA, and MMCU are described below. The costs of the first wage equity adjustment for the Electric Lineworker Series is estimated at \$280,276. Funding is available for the three proposed resolutions.

Council Authorized Limit		FY 21 Year (3% IBEW)	
<u>Funds</u>	<u>FY 20 Year #1 (3%)</u>	<u>FY 21 Year (2% POA)</u>	<u>FY 22 Year #3 (2%)</u>
Electric	\$45,978	\$47,356.94	\$32,518.43
Water	\$14,779	\$15,222.61	\$10,452.86
Sewer	\$14,185	\$14,610.60	\$10,032.61
<u>General Fund and Misc.</u>	<u>\$128,292</u>	<u>\$88,093.74</u>	<u>\$89,855.61</u>
Total	\$203,233.74	\$165,283.88	\$142,859.51

Compliance with City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing effort to be responsive and transparent regarding all business transactions and financial matters.

Attachment - Resolution No. 2019-R-022 with Attachments

**RESOLUTION NO.
2019-R-022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPROVING THE MEMORANDUM
OF UNDERSTANDING BETWEEN THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1245 EMPLOYEES AND THE GRIDLEY CITY COUNCIL**

WHEREAS, negotiations between the City Council of the City of Gridley and representatives of the International Brotherhood of Electrical Workers, Local No. 1245 (IBEW) have been conducted in regarding wages, hours, and working conditions for certain designated employees of the City of Gridley which negotiations have culminated in the preparation of the Memorandum of Understanding, a copy of which is attached hereto, marked Attachment "A" and incorporated herein;

WHEREAS, the International Brotherhood of Electrical Workers, Local 1245 have ratified the Memorandum of Understanding; and,

WHEREAS, the City Council desires to clarify and affirm the existing benefits for current employees.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Gridley as follows:

1. The Memorandum of Understanding (Attachment "A") between the City of Gridley and the International Brotherhood of Electrical Workers is hereby approved.

I HEREBY CERTIFY that the foregoing resolution was introduced, passed and adopted by the City Council of the City of Gridley at a regular meeting held on the 7th day of October, 2019, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

Paul Eckert, City Clerk

Bruce Johnson, Mayor

Attachment A



MEMORANDUM OF UNDERSTANDING

City of Gridley
&
International Brotherhood of Electrical Workers
Local Union 1245

July 1, 2019 – June 30, 2022

*October 7, 2019
Resolution No. 2019-R-022*

THIS MEMORANDUM OF UNDERSTANDING, effective as of the 1st day of July, 2019, by and between the designated representatives of the **CITY OF GRIDLEY** (a public agency as defined in Section 3501 (c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as the CITY, and the designated representatives of **LOCAL UNION 1245 OF INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**, affiliated with the American Federation of Labor-Congress of Industrial Organizations (a recognized employee organization as defined in Section 3501 (b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as UNION, WITNESSETH that:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the CITY, UNION and the general public may benefit therefrom, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the CITY.

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

TITLE 1. PREAMBLE

1.1 Principles

The parties acknowledge the provisions of Chapter 10 (Section 3500, et. seq.) of Division 4 of Title 1 of the Government Code of the State of California.

1.2 Non-Discrimination

It is the policy of the CITY and UNION not to, and neither party will interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, color or national origin.

1.3 City - Union Relations

This Memorandum of Understanding is intended to promote, and shall be so construed and interpreted as to carry out the following general purposes. The CITY and UNION agree to promote harmonious relations between the parties and other employee groups; establish and maintain an orderly bargaining procedure; work to provide the best possible service for the general public; facilitate prompt and fair disposition of all grievances and disputes; and adhere to this Agreement.

1.4 Rights Of Employees

Employees have the right to organize or join employee organizations of their own choice for the purpose of representation on all matters of employer-employee relations. Employees are free to join an employee organization and shall have the right to refuse to join or participate in the activities of employee organizations. Membership or non-membership in an employee organization is not a condition of employment and the employee will not be granted preferential treatment nor will they be withheld from equitable treatment because of either membership or non-membership in such an organization. Each employee has the right to represent themselves individually in their employment relations with the CITY. Employees shall not have the right to strike or to recognize a picket line of a labor organization while in the course of the performance of their official duties.

The CITY is in compliance with Section 3500 of the California Government Code as of April 3rd, 2009 when an agency shop was placed into effect without an agreement between the CITY and UNION. The CITY acknowledges that UNION did achieve agency shop status subsequent to the agency shop election

held April 3rd, 2009. The CITY and the UNION agree to remain in compliance with Section 3502.5 of the Meyers-Milias-Brown Act.

1.5 City Rights

CITY retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by law or this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by CITY include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities, and operations; to direct the work force; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements; to schedule working hours and shifts; to determine the type and scope of work to be performed by CITY's employees and the services to be provided; to classify positions; to determine the methods, processes, means and places of providing services.

1.6 Section Titles

Section Titles in this Agreement are for identification purposes only, and are not to be used for the purpose of interpreting either the intent or the meaning of the language of any section.

TITLE 2. RECOGNITION

2.1 Recognition

The CITY recognizes the UNION as the exclusive representative of all employees of the CITY who hold a classification listed on Exhibit B. The provisions of this Memorandum of Understanding, hereinafter set forth, shall apply only to those employees of the CITY for whom the UNION is the established exclusive representative.

2.2 Applicability

The provisions of this Agreement shall be limited to their application to employees of CITY in the bargaining unit described in Section 2.1. Wherever the words "employee" and "employees" are used in this Agreement, they shall, unless otherwise noted, be construed to refer only to the employees described in Section 2.1 for whom UNION is the exclusive bargaining representative. The respective obligations of the parties herein shall be operative only insofar as UNION acts in the capacity of exclusive bargaining representative of said employees.

2.3 Representation

Before any action is taken which could result in possible discharge or other disciplinary action against an employee, the CITY shall provide a written, formal charge which states:

- The charge;
- The reason for the charge;
- The proposed action to be taken;
- A copy of all materials upon which the charge is based, to the extent that such materials are currently available to the CITY;
- A statement of rights to UNION representation;
- A statement of rights to respond.

Any employee, upon request, shall be permitted representation by a UNION representative. The foregoing shall apply to written reprimands, disciplinary actions and hearings, providing there is no unreasonable delay in obtaining representation.

TITLE 3. UNION SECURITY

3.1 Union Dues and Fair Share Service Fees

The CITY shall make monthly payroll deductions of UNION dues or fair share service fees, as applicable, from the earnings of each individual employee who is a member of the UNION, and who individually and voluntarily authorizes such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

Upon the International Brotherhood of Electrical Workers Local Union 1245 notification to the City of written authorization by an employee, deductions shall be made from the second payroll period of each month and a check for the total deductions shall be submitted to the Financial Secretary of Local Union 1245, I.B.E.W., P.O. Box 2547, Vacaville, California 95687, within five (5) working days of the date the dues are withheld from the employee's check. The CITY shall notify the UNION each month at the time of the dues/fees transmittal to UNION of any changes since the previous transmittal and the reasons therefor. The Union agrees to notify the City of any membership status changes. The City shall rely on the information provided by the Union regarding canceling or changing deductions. At least every 120 days, the City will provide the Union with a Master list of all bargaining unit employees.

The Master list will include the following information: Name, Address, job title, department, and Amount of Union Dues withheld. The City will provide the Union with not less than 10 calendar days' advance notice of the time, date and location of a new hire orientation session of any new employee. The City and the IBEW Local 1245 agree that a designated IBEW representative will be offered the opportunity to meet with newly hired members during the new hire orientation process or within 10 working days from the date of hire for 30 minutes.

The International Brotherhood of Electrical Workers Local Union 1245 shall notify the City of any employee who one (1) is a member of the Union who has applied for membership or who elects to pay a fair share service fee, and two (2) has given the Union written authorization for deduction of unified membership dues, initiation fees and general assessments to the Union. The Union certifies that it shall collect and will maintain records of individual employee authorizations for deduction of said dues or fees.

3.2 Union Information

The CITY shall provide all new employees with UNION membership application forms, payroll deduction authorization forms, and a copy of the Memorandum of Understanding on or before the first day of employment. Such materials will be furnished to the CITY by the UNION.

TITLE 4. UNION ACTIVITY

4.1 Union Orientation

The CITY shall give the Shop Stewards one (1) hour, with all new employees, for the purpose of explaining CITY policies, UNION Contract orientation, and enrollment into the UNION. This time shall be compensated for by the CITY and shall be done within five (5) days following the date of hire.

4.2 Lists

On or before February 28th of each year, CITY shall furnish UNION with a list showing the name, social security number, home address, home telephone number, employment date, and classification of each employee.

Upon ten (10) working days after a new employee is hired, CITY shall provide UNION the following information: name of individual, social security number, employment date, classification, date vacancy filled.

4.3 Non-Discrimination

Neither the CITY nor the UNION, shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of their membership, or non-membership, in UNION or their activity on behalf of UNION.

4.4 Representatives Of Union

The UNION'S representatives shall be permitted by the CITY to transact UNION business on the premises of the CITY during working hours. Such time shall not interfere with the current work in progress.

UNION Shop Stewards shall only transact UNION business on the premises of the CITY with approval of the appropriate Supervisor, whose permission shall not be unreasonably withheld.

4.5 Bulletin Boards

The CITY agrees to provide adequate space on the bulletin boards, in employee assembly areas, for dissemination of UNION information to its members.

4.6 Negotiations

Three (3) UNION Members shall be allowed time off to meet with CITY to negotiate changes in the Memorandum of Understanding, retirement plan, or new conditions not covered in the Agreement. This time off shall be compensated for by CITY at the normal rate of pay.

The CITY and the UNION incorporate herein the terms and conditions of the Most Favored Nations (MFN) Letter of Agreement executed by both parties August 6, 2014.

TITLE 5. GRIEVANCE PROCEDURE

5.1 Statement Of Intent – Notice

It is the intent of both the UNION and the CITY that the processing of disputes through the Grievance Procedure will give meaning and content to the Memorandum of Understanding (M.O.U.) through a concise procedure for resolution of disputes. It is therefore the stated purpose of this procedure to:

- Avoid grievances and misunderstandings;
- Orally handle as many grievances as possible within the framework of this Agreement;
- Expediently investigate and quickly dispose of such grievances or problems;

The UNION and the CITY agree that they will continue to work within the framework of the Agreement to further the above-stated objectives. Should the above fail to resolve a grievance, the following steps shall be utilized to resolve the dispute between the parties. Disputes involving the following subjects shall be determined by the Grievance Procedure established herein:

- Interpretation or application of any of the terms of this Agreement, including Exhibits thereto, Letters of Agreement, informal interpretations and clarifications executed by the UNION and the CITY.
- Discipline, other than discharge, demotion, or suspension of any employee.
- Disputes as to whether a matter is proper subject for the Grievance Procedure.

Objections or disputes regarding discharge, demotions, or suspensions of any employee are not proper subjects to be determined by the Grievance Procedure established in Title 5 of this Memorandum of Understanding, but are proper subjects under Title 6 of this Memorandum.

5.2 Step One: Shop Stewards

The initial Step in the adjustment of a grievance shall be the presentation of a written grievance setting forth (1) the action complained of, (2) the rule, procedure or other policy claimed to have been violated or not followed by the action, and (3) the employee's proposed solution, followed by a discussion between the Shop Steward and the immediate Supervisor directly involved, or Department Head as applicable, who shall answer within five (5) working days. This Step shall be started within fifteen (15) working days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis for the grievance.

5.3 Step Two: Department Head

If a grievance is not resolved in the initial Step, the Second Step shall be a discussion between either the Shop Steward, or the UNION'S Business Representative, and the Department Head who shall answer within ten (10) working days. This Step shall be taken within ten (10) working days of the date of the immediate Supervisor's answer in Step One.

5.4 Step Three: City Administrator

If a grievance is not resolved in the Second Step, the Third Step shall be presentation of the grievance, in writing, by the UNION'S Business Representative to the City Administrator who shall answer, in writing, within ten (10) working days. The Third Step shall be taken within ten (10) working days of the date of the answer in Step Two.

5.5 Step Four: State Mediator

The decision of the City Administrator shall be final and binding unless either party requests mediation by filing, with the City Clerk, a written request within ten (10) working days of the City Administrator's decision. The Fourth Step shall be a presentation of the grievance to the State of California Mediation and Conciliation Service. The parties shall request the first available date for a review of the grievance. The type of mediation assistance shall be determined by the assigned State Mediator. Mediation shall be non-binding.

5.6 Step Five: City Council

If the grievance is not resolved by the parties in mediation, the City Administrator's decision (as determined in Step 3, above) shall be binding, unless a timely notice of appeal to the City Council is filed. The notice of appeal shall be in writing and filed with the City Clerk within ten (10) days following the conclusion of the mediation. A majority decision of the quorum of City Council at the appeal hearing shall be binding upon both parties.

In considering any grievance brought before the City Council, the City Council may conduct such additional investigation and take such additional evidence as it may desire, in the Council's sole discretion.

5.7 Grievance Processing

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Time limits may be extended by mutual agreement. Any grievance for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure. Time limits shall run from the date when time for disposition expired.

5.8 Enabler Clause

Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the CITY and to have such grievances adjusted without the intervention of UNION, provided that the adjustment shall not be inconsistent with this Memorandum of Understanding, and provided, further, the UNION'S Business Representative shall be given an opportunity to be present at such adjustment, as an observer only.

TITLE 6. DISCIPLINARY APPEAL PROCESS

6.1 Pre-Disciplinary Procedures

Pre-Disciplinary Procedures Applicable to All Regular Employees (Applies only to demotions, Suspensions, dismissals):

When the decision has been made by the Department Head that disciplinary action might be taken against an employee, the City Administrator shall be contacted so that all disciplinary procedures are followed. The Department Head and/or City Administrator will then prepare a notice of intended disciplinary action to be given to the employee which shall include as attachments:

- A written copy of the charges being made;
- The grounds for such charges;
- All documents which support such action;
- The type of disciplinary action intended;
- Copies of Personnel Rules violated and appeal procedures.

Notice shall also include a statement advising the employee that he/she may respond to the charges either verbally or in writing within a reasonable, specified time period which will not exceed ten (10) days starting from the date of receipt of the notice.

The Department Head and/or City Administrator shall make themselves available to hear verbal responses or answers to the proposed disciplinary actions and/or consider written responses submitted by the employee.

All information supplied by the employee in response to the proposed action will be considered by the Department Head and/or City Administrator prior to making a final decision on what disciplinary action is appropriate.

During the pre-disciplinary hearing, employees may be represented by a representative of their choice. However, the employee shall only have the right to show cause, if any, why the proposed disciplinary

action should not be taken. The employee shall be allowed to see all documents and material which are being considered to support the proposed disciplinary action.

Upon completing the pre-disciplinary procedures, the Department Head and/or City Administrator may resolve the matter without taking disciplinary action, or take the proposed action, or modified action as may seem appropriate.

If disciplinary action is taken, the employee shall be advised in writing of his/her right of appeal in accordance with Section 6.2.

Exception to Pre-Discipline Procedure

When in the opinion of the Department Head and/or the City Administrator the best interest of the CITY would be served by taking immediate disciplinary action against an employee for violation of a CITY rule or regulation, the Department Head and/or City Administrator may suspend an employee without pay for a period not exceeding two (2) work days, or one (1) twenty-four (24) hour shift in any one (1) month. When taking further action, the Department Head and/or City Administrator shall document the circumstances requiring such action.

In the event an emergency situation exists requiring immediate action to protect City property, to maintain reasonable community relations, to protect the employee's fellow workers, or other appropriate reasons, the Department Head and/or City Administrator may take immediate disciplinary action, as deemed appropriate, to relieve the emergency situation. When taking such action, the Department Head and/or City Administrator shall document the circumstances requiring such action.

When immediate disciplinary action is taken by a Department Head and/or City Administrator, as an exception to the pre-disciplinary procedure, the employee shall be provided written documentation of the action at the earliest possible time. The notice shall also advise the employee of the right to appeal the disciplinary action in accordance with Section 6.2.

6.2 Right Of Appeal

Appeal to City Clerk

Any regular employee who has completed the initial probationary period shall be given the right to appeal a suspension, demotion, dismissal or other discipline imposed on that employee. This shall initially involve a State Mediator.

Method of Appeal

A regular employee shall file a written notice within seven (7) calendar days, starting from the date of receipt of the notice of disciplinary action. The appeal shall be addressed to the City Clerk. The appeal shall set forth the matter appealed and the action desired by the appellant. Within seven (7) working days after receipt of the appeal, the City Clerk shall request a review by a State Mediator.

Notice

The City Clerk shall notify all persons named or affected by the appeal of the date, time, and place of review by the State Mediator.

Review by Mediator

When a disciplinary action is reviewed by a State Mediator, the Mediator shall determine the type of assistance that is provided. The Mediator may hold a hearing or conduct additional investigation as may be necessary. In addition to the subject matter on appeal, the employee's personnel file shall be reviewed. The personnel file is defined as that file which is maintained in the City Personnel Department. Unless physically unable to do so, the appellant shall appear personally before the Mediator at the time and place of the review.

The appellant may be represented by any person he/she may select and may produce relevant oral or documentary evidence. This process shall be closed to the public. Mediation shall be non-binding.

Appeal to the City Council

In the event that mediation fails to resolve the matter, the decision of the Department Head/ City Administrator in Section 6.1 shall be final and binding unless a written notice of appeal is filed with the City Clerk within seven (7) days following the conclusion of mediation.

Method of Appeal

A regular employee shall file a written notice within seven (7) calendar days, starting from the date of completion of mediation. The appeal shall be addressed to the City Council and filed with the City Clerk. The appeal shall set forth the matter appealed from, set forth a statement of the action desired by the appellant and list the reasons for the desired actions. Within seven (7) calendar days after receipt of the appeal, the City Clerk shall inform each member of the City Council, the City Administrator and all other persons named or affected by the appeal.

Notice of Hearing

When an appeal has been filed, a date shall be set for a hearing on the appeal. The date for the hearing shall not be less than ten (10) calendar days from the date of filing of the appeal. The City Clerk shall notify all interested parties of the date, time and place of the hearing.

Hearing

When an appeal has been filed, the City Council shall review the record, and make a final determination of the issue. Both parties will be allowed to present a brief presentation concerning their interpretation of the record.

Findings

The City Council, within fifteen (15) calendar days after said hearing, shall make a finding. The City Council may:

- follow the recommendations of the State Mediator if any
- sustain the original disciplinary action
- reinstate the employee
- order any disciplinary action which it judges to be appropriate based on the evidence

The final findings of the City Council shall be the final administrative step in the disciplinary appeal process.

Extension of time

Any time limit contained in this title may be extended by mutual agreement of the employee and the City Administrator.

TITLE 7. DISCIPLINARY PROBATION

7.1 Disciplinary Probation

Disciplinary Probation is a disciplinary penalty which may be imposed in lieu of termination, when the circumstances warrant. It is distinguished from the normal probationary period for new or recently promoted employees. It may be imposed for serious violations for a specific period of time not to exceed one year. Employees placed on Disciplinary Probation may be dismissed for failure to meet any requirement imposed as a condition of such status. Employees on Disciplinary Probation do not retain senior rights during a layoff or have permanent status. An employee, who is terminated for a specific violation identified in the notice of Disciplinary Probation, does not have appeal rights.

7.2 Background

Disciplinary action may be imposed after the employer has complied with pre-disciplinary procedures that are consistent with court decisions, state law, and the memorandum of understanding. These provide the employee with written information about the charges, the grounds for such charges, the documentation supporting such action, the type of disciplinary action intended, copies of applicable personnel rules and appeal procedures. A pre-disciplinary hearing is scheduled where the employee (or representative) may respond to the charges. Following this hearing, and a review of the facts, discipline may or may not be imposed.

Disciplinary actions, can include written warnings, suspension, demotion, or termination. Disciplinary Probation could be imposed, following pre-disciplinary procedures, in cases where the Department Head or the City Administrator determine the employee has committed a serious offense that warrants termination. If the Department Head or City Administrator believe that the employee could improve if given an opportunity for rehabilitation, this disciplinary action could be imposed.

When disciplinary probation is imposed, the employee is provided with a list of violations that will result in immediate termination. If an employee violates a rule that is not on the list, the matter is handled as a separate disciplinary action.

Upon successful completion of the probationary period, the employee is returned to permanent status with full restoration of seniority rights.

TITLE 8. POLICY FOR A DRUG AND ALCOHOL FREE WORKPLACE

8.1 Purpose

The City of Gridley has a strong commitment to provide a safe work place for its employees and to promote employee health. The City has developed this policy regarding alcohol and drug use to reinforce this commitment and to comply with Federal law, specifically, the Drug-free Workplace Act of 1988. Our goal is to establish and maintain a work environment free from the adverse effects of alcohol and drug use. This policy applies to positions represented by the I.B.E.W. Local Union 1245 Bargaining Unit.

8.2 Use And Sale Of Drugs

The unlawful manufacture, distribution, dispensation or use of a controlled substance on the job or on City property is prohibited.

Illegal drug use, or alcohol use which impairs an employee's job performance and interferes with regular work duties may result in disciplinary action.

If a supervisor has reasonable cause to suspect that an employee is not fit for duty, he/she may require the employee to submit to a medical clarification examination by a physician who is qualified to assess impairment caused by drugs or alcohol. The physician will determine, after a physical examination, whether the employee is fit or unfit for duty. During the examination, the physician may request that the employee provide a urine sample for drug or alcohol screening if the physician suspects the employee is under the influence of drugs or alcohol. The decision to require a fitness for duty test must be based on a reasonable and articulable belief that the employee is using alcohol or a prohibited drug on the basis of specific, contemporaneous physical, behavioral, or performance indicators of probable alcohol and drug use.

Any employee whose on-duty or off-duty conduct leads to a conviction of any criminal drug statute must notify his or her Department Head of that conviction no later than five days after such conviction.

TITLE 9. SAFETY

9.1 Prevention of Accidents

The CITY desires to maintain a safe place of employment and to that end the CITY shall make all reasonable provisions for the safety of employees in the performance of their work. It is recognized, pursuant to the provisions of SB 198, that the employer and employee jointly share responsibility for providing and insuring a safe and healthful workplace.

The CITY and the UNION shall cooperate in promoting the realization of the responsibility of the individual employee and Supervisor with regard to the prevention of accidents, and to that end both parties agree to comply with all State and Federal Health and Safety Laws, rules and resolutions.

In the event any applicable State or Federal Health or Safety rules are revised or adopted that conflict with current rules, such rule shall be revised.

In addition to the foregoing, CITY shall inform UNION of such new rule or revision for the parties to meet on a mutually agreed date to discuss the effects.

TITLE 10. EMPLOYEE STATUS

10.1 Employee Designation

Employees will be designated as Regular, Probationary, Part-time, or Temporary depending upon the purpose for which they were hired and their length of continuous service with the CITY.

10.2 Employee Defined

A regular employee is defined as an employee who has satisfactorily completed a six (6) month probationary period of employment with the CITY.

10.3 Probationary Employee-Newly Hired Or Promoted Employee

A probationary employee is defined as an employee hired for a position that has been regularly established and is of indeterminate duration. A probationary employee will receive not less than the minimum rate for the job and will be eligible for such leave pay, holiday pay, vacation pay, insurance coverage or items of a similar nature. Upon completion of six (6) months of continuous satisfactory service with the CITY, a probationary employee will be given the status of a regular employee; if the City Administrator determines, in his/her sole discretion that a probationary employee has not performed satisfactorily during the first six (6) months of employment with the CITY, the City Administrator, on or before the last day of the sixth month of employment, may extend that employee's probationary period for a time not to exceed an additional six (6) months. The CITY will notify the UNION in writing of any such decision. A probationary employee may be terminated at any time during the probationary period, with or without cause, and the probationary employee shall have no right to appeal the termination.

Notwithstanding Gridley Personnel Rules 7.2 (Probationary Period of New Employees) and 7.3 (Probationary Period of Promoted Employees), it is acknowledged that the probationary period for the position of Apprentice Lineworker shall coincide with the length of the National Electrical Course for the Apprentice Lineworker. It is further agreed that the City Personnel Rules may be amended to reflect this change.

10.4 Temporary Employee

A temporary employee is defined as an employee hired by the day for occasional or seasonal work for a period not to exceed one hundred and twenty-five (125) days, or 1,000 hours. A temporary employee will receive not less than the minimum rate for the job but will not be eligible for sick leave pay (unless otherwise required according to federal and state labor law regulations), holiday pay, vacation pay, insurance coverage, retirement benefits or items of a similar nature. Upon completion of one hundred twenty-five (125) days, or 1,000 hours, of continuous service with the CITY, temporary employee will be given the status of probationary employee.

10.5 Regular Part-Time Employee

An employee appointed to fill, on a less than full time basis, a budgeted position shown in salary resolution.

Any employee hired into a regular part-time position shall be provided all benefits based on a pro-rata basis as compared to the normal work hours for his/her classification, with the exception of Medical and Dental, which shall be available to the employee, with the CITY and employee equally sharing the cost.

TITLE 11. WAGES AND CLASSIFICATIONS

11.1 Wages

Employees shall be paid the wages established for their classification. When an employee is assigned to work at a position having a higher classification, that employee shall be paid at the rate equal to the lowest step of the higher classification or at minimum the lowest step of the higher classification's range which provides a 3 percent increase in their present salary, provided that employee has worked at the higher classification for 10 consecutive working days.

Said work performed at a position having a higher classification shall be authorized, in writing, by the affected Department Director and approved by the City Administrator, prior to the commencement of time credit toward the 10-day requirement. Written authorization shall not be unreasonably withheld.

11.2 Pay Day

If a pay date falls on a non-workday, payment shall be made on the preceding work day. Wages shall be paid on a bi-weekly basis. With City Administrator approval, advances on wages for one pay period may be allowed. City Administrator has sole discretion on advances.

The City of Gridley has implemented a payroll direct deposit program with a local bank. All City employees are eligible for this program. Costs associated with this program will be paid by the City.

11.3 Wage Schedule

Attached hereto and made a part hereof is Exhibit A titled "International Brotherhood of Electrical Workers Salary Schedule". The salary schedule contained in Exhibit A, reflect the actual compensation to be provided and will contain additional schedules generated during the course of the Memorandum of Understanding, based upon adjustments described in this section.

These schedules will incorporate Cost of Living Adjustments of 3% retroactive to July 1, 2019, 3% effective July 1, 2020, and 2% effective July 1, 2021.

Effective July 1, 2019, and July 1 in the subsequent years of the agreement, the base salaries of the Electrical Lineworker series shall be adjusted to the lower quartile, or twenty-five percent (25%) of the spectrum of the seven (7) utilities during June 2019, 2020, and 2021. The survey shall be based on an update of the salary survey performed jointly by the CITY and IBEW during the 2019 negotiations which includes the following electrical utilities: City of Healdsburg, Lassen Municipal Utility District, Plumas Sierra Rural Electrical Coop, City of Redding, City of Shasta Lake, Truckee-Donner Public Utility District, and the City of Ukiah. In the event that the Cost of Living adjustment described above exceeds the adjustment based on the survey, the Electrical Lineworker series shall receive the Cost of Living adjustment.

Based on the utility survey done by the City and Union during negotiations, the Electrical Lineworker series shall receive an equity adjustment equal to sixteen-and-nine-tenths percent (16.9%) retroactive to July 1, 2019, during the 2019-2020 fiscal year of the agreement. The Electric Lineworker series shall include Electric Supervisor, Senior Lineworker, Lineworker and Apprentice Lineworker.

The Electrical Lineworker position shall have a single wage rate. (previously identified as Step 5). The Apprentice Lineworker position shall have a 7 step wage scale during the 3.5 year Apprenticeship program as follows:

Step 1	1 st through 6 th month	60% of Electrical Lineworker salary
Step 2	7 th through 12 th month	65% of Electrical Lineworker salary
Step 3	13 th through 18 th month	70% of Electrical Lineworker salary
Step 4	19 th through 24 th month	75% of Electrical Lineworker salary
Step 5	25 th through 30 th month	80% of Electrical Lineworker salary
Step 6	31 st through 36 th month	85% of Electrical Lineworker salary
Step 7	37 th through 42 nd month	90% of Electrical Lineworker salary

Following completion of Apprenticeship program, Apprentice advances to Electrical Lineworker wage rate.

11.4 Longevity Pay

The following percentage will be added to the employees base salary upon completion of the following years of consecutive service:

<u>Years of Service</u>	<u>Total Longevity Pay</u>
10 years of service	1% of salary
15 years of service	2% of salary
20 years of service	3% of salary

11.5 Classification Specifications

All positions represented by this bargaining unit are attached hereto and made a part hereof in Exhibit B, titled "International Brotherhood of Electrical Workers Job Descriptions".

11.6 Employee Suggestion Award Program

The City shall reward employees for suggestions which, if implemented, allow for cost savings for the City. The parameters of this program are outlined via resolution of the City Council and are subject to amendment at the will of the City Council.

11.7 Assignment Pay – Senior Maintenance Worker (Sewer-Water)

5% additional compensation (Assignment Pay) will be added to the base pay of the Senior Maintenance Worker (Plant Operator) for performing the primary duty of operating the sewer plant and maintaining the water system, in addition to other duties of classification for Senior Maintenance Worker.

11.8 Sewer/Water And Electric Meter Certificates

Public Works personnel covered by this memorandum who are in possession of Certificates issued by the State of California (listed below) are eligible for a flat rate incentive pay as listed in the wage schedule, Exhibit A:

- D2 Distribution Certificate
- Level I Wastewater Treatment certificate
- Level II Wastewater Treatment certificate
- Level I Water Treatment certificate
- Level II Water Treatment certificate
- Backflow certificate
- Electrical Meter Certification

Electrical Meter Certification: Lineman who are assigned to perform work on electrical meters effective shall receive the equivalent flat dollar amount of \$2,639.88 annually.

11.9 Bilingual Pay

An employee shall receive bilingual pay that will be a flat rate as listed in the wage schedule Exhibit A, if:

- the CITY determines that bilingual skill in a specific foreign language in a specific job classification will improve operations; and
- the employee agrees to utilize his or her bilingual skills on the job; and
- the employee is able to demonstrate bilingual proficiency that is satisfactory to the CITY; and
- the City Administrator, utilizing the guidelines above, may approve bilingual pay.

11.10 Class B Drivers License Incentive Pay

Personnel within the bargaining unit covered by this memorandum who meet the following requirements are eligible for flat rate incentive as listed in the wage schedule Exhibit A, if they:

- Possess Class B Commercial License
- Have necessary endorsements to operate specific vehicles used in their department
- Are assigned to operate equipment requiring such a license
- Assignment is approved by their Department Head

Personnel within the Electrical Lineworker series shall have the 5% Class B Drivers License incentive pay incorporated into their base salary and possession of such license shall become a job requirement. The Electrical Lineworker series will not be eligible for additional compensation for a Class B Driver's License.

11.11 Rubber Glove Certification

Members of the Electrical Lineworker series who have received rubber glove certification and who perform duties requiring direct rubber glove contact on live 12 KV electrical lines shall be eligible for a premium pay of 8% effective July 1, 2014, provided that they meet the following program requirements:

- Participation is voluntary
- Consulting services, approved by the City Council, may be used to develop the program and provide training at CITY cost
- Gridley Electrical Department Rubber Glove program is certified by Cal OSHA and meets any other legal requirements
- Each individual participating in the program must satisfactorily complete the training program and recertify at required intervals
- Individuals who do not take the training, fail to satisfactorily complete the training, or who fail to recertify under the terms of the program are ineligible for this Premium pay
- The pay becomes effective on the first day of the month following certification of the employee

11.12 Cell Phone Allowance

A cell phone allowance of \$40 per month is established for members of the bargaining unit that meet the following qualifications:

- CITY determines that a need exists for the individual to have a cell phone available to conduct CITY business.
- Employee agrees to carry and use a personal cell phone for CITY business while on duty and on standby.
- Employee provides CITY with proof of service and cell phone number.
- Employee must agree to inform CITY of any lapse in phone service, phone number, or provider. The allowance will be paid within 30 days following the billing period. CITY shall not be responsible for additional phone charges beyond the \$40 per month. This limit does not apply during a natural disaster (declared) if the employee incurs an unusually high level of phone use while actively engaged in response or recovery activity.
- Public Works Leadworker and the Electric Customer Service Technician have been determined as classifications to have cell phones

In addition to the provisions above, CITY agrees to provide a CITY cell phone for use by electrical and public works personnel assigned to standby. The phone may be used for official CITY business only and is to be carried while on standby. In the event that an individual assigned to standby prefers to carry a

personal cell phone in lieu of a CITY provided phone, that individual must notify his or her supervisor so that information can be provided to dispatch.

TITLE 12. HOURS AND OVERTIME

12.1 Workweek And Basic Workweek

A workweek is defined as consisting of seven (7) consecutive calendar days, Sunday through Saturday, and except as otherwise provided herein, a basic workweek is defined to consist of five (5) consecutive workdays of eight (8) hours each, Monday through Friday. The regular work hours shall be from 8:00 A.M. to 5:00 P.M. with one (1) hour off for lunch. Starting times, and quitting times, and meal times may be changed by mutual consent so as not to incur the penalty of overtime. There shall also be allowed two (2) break periods, each of fifteen (15) minutes duration. The first break shall be taken midway in the first half of the shift, and the second shall be taken midway in the last half of the shift.

12.2 Overtime Defined

Overtime is defined as:

- Time worked in excess of forty (40) hours in a workweek;
- Time worked in excess of eight (8) hours on a scheduled workday;
- Time worked on a non-workday;
- Time worked outside of regular hours on a workday, and;
- Time worked on a Holiday.

Overtime shall be computed to the nearest one-quarter hour. Overtime shall be authorized in advance by the immediate Supervisor, Department Head or City Administrator.

12.3 Overtime Compensation

Overtime compensation shall be paid at a rate equivalent to one and one-half (1 ½) times the individual employee's straight time rate of pay. Call back overtime is defined as overtime requested of the employee after there has been a release from work by the CITY. The minimum time for which overtime shall be paid under this Section is four (4) hours on a non-workday and two (2) hours on a workday.

12.4 Standby / Restricted Standby

Standby – Whenever any employee is required to remain available on a standby basis, he/she shall be compensated for two (2) hours at his/her respective overtime rate of pay for each day (24-hour period) of standby duty. Standby duty means time in excess of the official workweek during which an employee is required to return to duty when called to do so.

Restricted Standby – Whenever any employee is required to remain available on a standby basis and be immediately available to a department's requirement for return to duty, he/she shall receive the minimum wage as defined within the Fair Labor Standards Act. If such standby hours exceed the employee's assigned work period, such employee may be eligible for applicable minimum wage overtime. Such employee shall have his/her regular rate of pay and standby pay calculated in accordance with the requirements of the Fair Labor Standards Act. Any standby pay shall not be less than the equivalent of two (2) hours pay at the overtime rate for a twenty-four (24) hour period.

Employees scheduled for Public Works Standby duty must be in possession of the valid State of California Water Distribution Certificate that is required for the City of Gridley's water system.

The possession of a City cell phone shall not constitute standby duty unless the appointing authority or his/her designated representative has specifically assigned the employee to standby duties.

12.5 Overtime Meals

Employees who work four or more consecutive overtime hours (between the hours of 10:00 p.m. and 6:00 a.m.) shall be entitled to a meal. In the event that food is unavailable, the employee shall be provided with a voucher for a meal at a local restaurant. The value of the meal shall be in accordance with the meal allowance as stated in the City of Gridley Travel Rate Information Policy.

Payment of Meals during Local Emergencies or Extraordinary Events

During local emergencies or extraordinary events such as floods, extended power outages or major storms, the City Administrator shall have the authority to approve employee meals in situations where it is necessary to keep the employee on duty beyond the normal workday. Such meals shall be in accordance with the meal allowance as stated in the City of Gridley Travel Rate Information Policy.

12.6 Paid Rest Period

Periodically, City crews may be assigned to work an unusual number of overtime hours due to emergency conditions that require restoration of utilities or other similar situations. CITY recognizes that safety could be jeopardized if employees are required to report to work for a regular shift following such a period of extended work activity.

The onsite supervisor, shall have the authority to grant up to 4 hours of paid rest time in such situations in the interest of work safety. A department head may grant up to 8 hours of paid rest time under such circumstances. CITY reserves the right to issue guidelines for such determinations.

TITLE 13. PROMOTION AND TRANSFER

13.1 Posting Vacancies

When new jobs or additional jobs are created, or vacancies, other than temporary vacancies occur, which the CITY intends to fill, the CITY shall post vacancy notices on all bulletin boards and a copy shall be mailed to the UNION'S Business Representative. Vacancy notices shall be posted for a period of five (5) working days, and shall set forth the date of posting the classification and location of the job, its duties, qualifications required and the rate of pay. Regular employees may submit bids on such jobs by U.S. mail to the CITY office and the CITY shall not consider any bids postmarked more than five (5) days from the date that the five (5) day posting period expired. In filling jobs, CITY shall give preferential consideration to employees in the order of their CITY seniority.

13.2 Senior Maintenance Worker

Employees, without sewer and water certificates, reclassified or promoted to the position of Senior Maintenance Worker, may, with the approval of the Director of Public Works, be given up to 12 months to secure certificates.

13.3 Bypass For Lack Of Qualifications

Notwithstanding Title 13.1, the CITY need not consider the bid of any employee who does not possess the knowledge, skill, efficiency, attitude, adaptability, ability to work with others and physical ability required for the job on which the bid is made. The CITY shall be the sole judge of the qualification.

When the CITY intends to appoint an employee to a vacancy in preference to an employee with greater

seniority, the CITY shall notify the UNION'S Business Representative of its intent prior to such appointments.

TITLE 14. DEMOTION AND LAYOFF

14.1 Notice

When it becomes necessary for the CITY to lay off regular employees, the CITY shall give employees involved as much notice as possible; but in no event will such employees receive less than two (2) weeks notice of layoff. Where probationary or temporary employees are to be laid off, no notice of layoff need to be given.

14.2 Layoff

When it becomes necessary to reduce the work force, senior employees shall be retained, provided they have necessary skill and ability to perform the required work.

TITLE 15. LEAVE OF ABSENCE

15.1 Eligibility

"Leave of Absence" may be granted to regular employees by the City Administrator, or his duly authorized representative, for urgent and substantial reasons, provided that adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work. All applications for "Leave of Absence" shall be made in writing except when the employee is unable to do so.

15.2 Period Of Leave

The City Administrator may grant a "Leave of Absence" without pay to a regular employee for a period not in excess of ninety (90) days. The City Council may grant an additional "Leave of Absence" without pay to such employee if his personal circumstances and his service to the CITY warrant the granting thereof.

15.3 Status

An employee's status as a regular employee will not be impaired by such a "Leave of Absence" and his seniority shall accrue. During the period of a "Leave of Absence," an employee's position and tour of duty will only be filled on a temporary basis.

15.4 Commence And End

A "Leave of Absence" will commence on and include the first workday on which the employee is absent and terminate with, and includes the workday preceding the day the employee returns to work. The conditions under which an employee will be restored to employment on the termination of "Leave of Absence" shall be clearly stated by the CITY, on the form on which application for the leave is made.

15.5 Reinstatement

Upon an employee's return to work after a "Leave of Absence" he will be reinstated to his former position and working conditions, except where there has been a reduction of forces or his position has been eliminated during said leave, he will be returned to the position he would have been had he not been on a "Leave of Absence."

15.6 Termination Of Service

If an employee fails to return to work on the first working day after the expiration of his "Leave of Absence," he will be deemed to have resigned from employment with the CITY and his employment will terminate, provided, however, that the City Administrator may, for good cause shown, authorize an additional five (5) days extension of the "Leave of Absence" provided that application for such extension is made prior to the expiration of his "Leave of Absence."

Any employee who accepts gainful employment while on "Leave of Absence," terminates his employment unless such employment is approved by the CITY.

15.7 City "Leave Of Absence"

Members of UNION who are temporarily or permanently appointed to positions within the CITY, but outside the jurisdiction of the UNION, shall at their request, receive "Leaves of Absence" for periods not to exceed one (1) year. An employee who is granted such a "Leave of Absence" shall continue to accrue seniority, and retain the right to return to his previous classification. However, should the employee successfully seek employment within the jurisdiction of the UNION after his "Leave" expires, he shall suffer loss of seniority for job bidding purposes only. He shall work within the jurisdiction of UNION for a period equal to the time he was outside of the UNION jurisdiction to receive his job bidding seniority.

15.8 Military "Leave Of Absence"

An employee who leaves his employment with the CITY to enter the Military service or other service where his rights are protected by Federal and State law, shall be granted a "Leave of Absence" under the provision of Section 15.1 to 15.6, inclusive. Upon qualifying for reemployment under any such law, and being reemployed, he will be granted a further retroactive "Leave of Absence" to cover the balance of his absence.

15.9 National Guard

An employee attached to the National Guard or Military Reserves who is required to participate in the annual training encampment, reserve meetings, and/or is called to active duty, shall be so compensated up to thirty (30) calendar days and shall be given up to one hundred eighty (180) days of "Leave of Absence," provided the employee has at least one (1) year of service. Employees shall be placed on "Leave of Absence" only upon receipt of the Order to Duty.

15.10 Funeral Leave

A regular employee shall be granted time off with pay to attend the funeral of a member of the immediate family. The immediate family shall be limited to: employee's spouse, parents, grandparents, children, grandchildren, brothers, sisters, brother-in-law, sister-in-law, father-in-law, and mother-in-law. Funeral leave shall consist of up to three (3) working days per occasion. In other cases, the City Administrator may approve paid funeral leave.

Employees who have not attained regular status shall be allowed time off with pay, as provided for in the above paragraph.

15.11 Jury Duty

Employees called for jury duty, grand jury trial, or inquest shall be granted the necessary time off for this purpose under the following conditions: A regular employee called for jury duty, grand jury trial, or inquest shall be compensated by the CITY for the difference between his regular wages and any compensation received as a juror. Expenses and travel allowances which are not taxable and payment

for jury duty on non-workdays will not be included in computing the remuneration received from the Court.

15.12 Benefits While On Leave

An employee on “Leave of Absence” as provided herein shall not accrue vacation or sick leave benefits nor maintain group insurance coverage. An employee, may, however, at his option and expense, maintain his group insurance coverage providing the full monthly premium is received in the Finance Department of the CITY on or before the first day of the month for which the premium is intended. Notwithstanding the above, however, if the leave of absence is a result of exhaustion of sick leave benefits, an employee’s group insurance may be maintained for up to three (3) calendar months on the normal premium-sharing formula, providing the employee pays his share of the premium on a timely basis.

15.13 Application

This Title applies to any and all employees on “Leave of Absence” as of the effective date of this Agreement.

15.14 Employee Obligation to Communicate with Employer While on Leave

Employee shall have the obligation to reasonably communicate with the CITY when Employee is absent from work due to leave. Employee’s obligation to communicate during vacation leave shall be at Employee’s reasonable discretion, and shall not be a requirement subject to these provisions. At all other times and for all other types of leave, Employee shall be under a duty to return phone calls and other electronic communications from the CITY from time to time related to Employee’s leave status as well as to respond to the CITY’s questions concerning matters relevant to Employee’s job with the CITY. To the extent physically able to do so, Employee shall be obligated to return phone call promptly and within 24 hours if Employee is unable to respond to the telephone when the call is initially placed. As to other electronic communications, employee shall promptly respond within 24 hours (again, assuming Employee is physically able to do so). Additionally, Employee shall, to the extent physically able to do so, make themselves personally available to discuss with the CITY Employee’s job status and matters related thereto as well as to discuss matters relevant to and related to Employee’s job with the CITY. Employee shall report to their regular place of employment or such other location reasonably located within the CITY as the CITY may direct from time to time to meet with the CITY representatives. If Employee is required to physically present themselves, they shall be compensated for time spent during such meetings as if they were actually performing work for the CITY (even though the purpose of such meetings shall be for purposes of communication and not to perform work). Employee shall physically report for face-to-face communications with the CITY upon 72 hours or more notification of the CITY’s request for a meeting. Except for vacation leave, the Employee shall provide the CITY with a current telephone number and mailing address at all times while on leave. Employee’s failure to communicate with the CITY as described above shall be grounds for discipline up to and including termination. Should the employee not respond within 24 hours, the Employer shall first notify the Employee’s Union or Association (if applicable) representative of Employee’s failure to respond. Subsequent to CITY notification, the Employee’s Union or Association representative shall have a minimum of one-full regular work day in order to contact said Employee in order to open lines of communication. In the event that the Union or Association representative is able to open communications between the Employee within the one work-day timeframe, the Employer shall take no disciplinary actions against the Employee regarding failure to communicate in reasonable and timely fashion.

TITLE 16. SICK LEAVE

16.1 Accumulation

Regular employees shall earn sick leave at a rate of eight (8) hours per calendar month of service or pro-rata portion. There shall be no limit to the accrual of unused sick leave.

16.2 Allowance

Sick leave shall be allowed for an absence due to: (a) a bona fide illness, off duty injury, or confinement for medical treatment; (b) personal medical or dental appointments which are impracticable to schedule outside of regular working hours; (c) the need to attend sick or injured immediate family members (e.g., dependent children, spousal partner, siblings, and parents) for up to seventy-two (72) hours per calendar year; (d) the need to be present during childbirth, surgery, critical illness or injury involving members of the immediate family for up to forty (40) hours per incident. A Doctor's certificate, showing proof of illness may be required by the CITY only when abuse of sick leave is suspected.

16.3 Workers' Compensation

If an employee is injured on the job, and is receiving benefits under Workers' Compensation Act, he shall be allowed to use his unused leave benefits in an amount sufficient to provide wages equal to his salary as if he was normally employed. This provision will cease when the employee's leave benefits are exhausted.

TITLE 17. HOLIDAYS

17.1 Holiday Entitlement

The following are guaranteed holidays for which all regular and probationary employees will be entitled to time off with pay:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Designated Thursday in November
Day after Thanksgiving	
Last Working Day before Christmas	
Christmas Day	December 25
Last Working Day before New Year's Day	
Floating Holidays (2)	

17.2 Saturday And Sunday Holiday

When any of the above holidays falls on a Sunday, the Monday following shall be observed as the Holiday. When any of the above Holidays falls on a Saturday, the employee shall receive the preceding normal workday off with pay. Other provisions for observing Holidays may be agreed to my mutual consent of the parties.

17.3 Work On Holidays

In the event a Holiday, as listed above, shall fall during an employee's vacation period, he shall either receive an extra day of vacation with pay, or an extra day's pay, with the mutual consent of the employee and immediate supervisor.

Notwithstanding the foregoing, employees may be scheduled to work on holidays, in which event such employee will, in addition to his holiday pay, be compensated at his appropriate overtime rate of pay for all hours worked on said Holiday.

TITLE 18. VACATIONS

18.1 Vacation Allowance

Each regular employee in the classified service shall be entitled to earn vacation as follows:

<u>Years of Service</u>	<u>Rate In Hours</u>	<u>Max Accrual</u>
0 through 5 years	80 hours per year	160 hours
6 through 10 years	120 hours per year	240 hours
11 through 20 years	160 hours per year	320 hours
20+ years	200 hours per year	400 hours

Vacation Accumulation – Earned vacation is credited monthly at rates that are based upon length of continuous employment. Effective July 1, 2003 and thereafter, on a monthly basis, an employee who has exceeded the maximum vacation accrual (for his or her length of employment) will be ineligible to earn additional vacation credit. Monthly vacation accrual would resume after the accumulated balance is reduced below the maximum accrual.

Employees may choose to receive the balance of their respective calendar year vacation accrual as pay, (not to exceed eighty (80) hours) provided the employee submits such request in writing to the Finance Director on or before June 1st each fiscal year, and such request is approved by the City Administrator. The City Administrator shall have sole authority for approving, denying or paying a portion of the vacation balance.

Unused Vacation

Employees whose employment with the CITY is terminated for any reason shall, at the time of termination, receive pay for any unused vacation period previously earned

18.2 Sick Leave

The CITY shall not require an employee to take vacation in lieu of sick leave or leave of absence due to illness.

TITLE 19 MISCELLANEOUS

19.1 Anti-Abrogation

The CITY shall not, by reason of the execution of this Agreement, abrogate or reduce the scope of any present plan, rule or any item which is subject to the Meet and Confer process of the Meyers-Milias-Brown Act, which is not specifically covered by this Agreement.

19.2 Flexible Work Schedule

It is the policy of the CITY to encourage members of the UNION's bargaining unit to pursue higher education. The CITY will, where such modifications can be reasonably accommodated, authorize a flexible work schedule to allow attendance at classes. The modified work schedule must be approved by the Department Head and the City Administrator.

19.3 Plant Operator Position

The CITY has established the classification of Plant Operator. The position will be filled on an assignment basis rather than as a permanent reclassification. The salary for this position will be the equivalent of the Senior Maintenance Worker with assignment pay plus the appropriate certificate pay. The assignment will go into effect when the current individual receiving assignment pay has earned the three qualifying state certifications.

19.4 Senior Electrical Line Worker Position

The CITY has established the classification of Senior Electrical Line Worker. This position assumes supervisory responsibilities during the absence of the Electrical Superintendent. This position is compensated at 5% above the Electrical Line Worker position.

19.5 Training

The CITY encourages employees to improve their job skills by participating in courses directly related to work activities. A well trained workforce benefits both the employer and employee. The employer benefits by having a qualified workforce. Employees, in some cases, can qualify for additional compensation for earning specific job related certificates.

This includes correspondence courses for water and wastewater certificates and classroom training conducted at off site locations, that may require overnight travel. This does not apply to training provided during the normal work day within the City of Gridley or within a distance that does not require an overnight stay.

- Authorization for training requires prior approval by CITY.
- For approved training, CITY will pay for registration, books, and materials.
- Employees are not compensated for study time.
- During training days, employee will receive straight regular time, not to exceed 8 hours per day. Training varies by course, which may be more or less than an 8 hour day.
- If training is offered on a non-work day, Department Head may authorize a temporary modification of work schedule before or after training so as to minimize impact on employee. (ie: If, for example, training occurs on a Saturday, work schedule may be temporarily modified, by providing for a Monday off).
- No compensation for travel time, unless during normal working hours.
- If required, City will pay travel expenses (including lodging, mileage, transportation, and per diem according to CITY travel policy). Payment for such travel is based on State of California Travel policy.

19.6 Tuition Reimbursement

All personnel covered by this agreement shall be eligible for educational cost reimbursement for job related college level courses taken outside of regular work hours. Classes shall be subject to prior approval by the City Administrator. The cost shall not exceed the equivalent cost of registration or tuition for one individual taking 1 class at Chico State University per semester (up to two semesters per

year). The individual shall be responsible for additional costs for books, etc. Reimbursement is to be made following satisfactory completion of class with a grade of 2.0 or above on a 4 point scale.

TITLE 20. BENEFITS

20.1 Benefits Upon Separation From Employment

Upon separation from employment, unexpended balances in an employee's Cafeteria Benefit Account, revert to the City, unless a transfer request is made to ICMA-RC prior to retirement and accepted by ICMA-RC for unexpended balances to be deposited to an active Retirement Health Savings Plan. Any funds not requested for reimbursement (for costs incurred during the term of employment) within thirty days of separation are forfeited.

Following is a listing of benefits and their availability upon retirement. This listing is not exhaustive and is only provided as a guide relating to sick and vacation accruals (if any) and remaining balances in the cafeteria plan (if any). Where known, other benefits that extend beyond the retirement date of the employee are also included (dental and health insurance).

Vacation

Balances available at the time of retirement fully accrue to the retiring employee. The employee, at their option, may apply the value equivalent of the vacation accrual to the following:

- "Cash out" the value of the vacation accrual, less any applicable taxes and deductions. This would apply to anywhere between 0% and 100% of available balances.
- Request the City, through an ICMA-RC form to contribute the value of the vacation accrual to the employee's existing Retirement Health Savings Plan. This would apply to anywhere between 0% and 100% of the available balances.
- The employee may utilize the above options in any combination but only up to the total available accrual at the time of retirement for the employee.

Sick Leave:

Balances are available to the employee only upon the retirement into the CalPERS retirement system within 120 days of retirement from the City. If the employee retires from the City to CalPERS retirement in this time, the following options are available to employees hired prior to July 1, 2014:

- "Cash out" the value of the sick leave accrual, less any applicable taxes and deductions. This would apply to anywhere between 0% and 100% of available balances.
- Request the City, through an ICMA-RC form to contribute the value of the sick leave accrual to the employee's existing Retirement Health Savings Plan. This would apply to anywhere between 0% and 100% of the available balances.
- Request the City, through a CalPERS form, to convert the sick leave accrual to service credits at the per hour equivalent described by CalPERS. This would apply to anywhere between 0% and 100% of the available balances.
- The employee may utilize 1, 2 & 3 above in any combination but only up to the total available accrual at the time of retirement for the employee.

Employees hired after July 1, 2014, refer to Title 21, Section 21.1 for cashout of sick leave.

Dental Insurance

The employee, upon separation, may apply with the City for COBRA benefits for dental insurance. The payment of insurance premiums would be the obligation of the employee upon retirement at the rate

described in COBRA for a period of up to 18 months (the available time period is also described by COBRA).

20.2 Medical

City Medical Plans

The City shall provide the following medical plans:

- Anthem Blue Cross HMO – High Option (HMO 1 as outlined in 8-11-14 Company provided summary)
- Anthem Blue Cross PPO – High Option (PPO 1 as outlined in 8-11-14 Company provided summary)

Employee Contributions

Effective January 1, 2015 and thereafter, employees shall contribute the following dollar amounts plus 20% of any premium increase for their selected Blue Cross Plan:

Employee:	\$64.57
Employee + One:	\$104.14
Employee + Family:	\$137.88

In no event shall employee contributions exceed the following monthly contribution:

Employee:	\$100.00
Employee + One:	\$150.00
Employee + Family:	\$200.00

Health Savings Accounts

The CITY and the UNION agree to continue to meet and discuss retiree health care with the intent of establishing a medical plan savings plan/s such as Health Care Savings Accounts (HSA), Health Care Reimbursement Arrangement (HRA), Retirement Health Savings Accounts (RHS).

In Lieu Health Plan Contributions

Any employee who submits a written request to waive health insurance coverage and the CITY contribution to the cafeteria plan may do so provided they have proof of other health insurance coverage. Such employee shall receive fifty-percent (50%) of the 2014 monthly premium value of the plan tier for which the employee waives coverage, i.e. Employee Only (\$728), Employee +1 (\$1460), Family (\$1,897), and this payment shall be allocated to employee's payroll or to one of the CITY's tax deferred IRS plans provided herein. An employee may opt out of health coverage only during the regular open enrollment period.

IRS 125 Plan/105 Health Savings Accounts

CITY and UNION agree to convert the current "cafeteria benefit plan", PERS health insurance premium plan, and the current Health Savings Plan to be consistent with applicable Internal Revenue Services' (IRS) regulations. CITY and UNION agree to maintain the same level of contributions for each employee as such contributions exist for such employee at the time of conversion to the new plan. Such contributions may be designated by the employee to be paid as salary, or to the extent provided by applicable IRS regulations, directed to CITY's 457 ICMA-RC Plan beginning with the first pay period in February 2010. Such designation may not be made more than once each year during the month of December for implementation during the first pay period in January of the following year.

To the extent provided by the applicable IRS regulations, an employee shall have the option to designate salary to the IRS Section 125 Plan during open enrollment through a third party vendor contracted by the City.

CITY and UNION agree that it is their intent not to increase CITY costs or reduce the current CITY contributions made on behalf of each employee on the date of conversion.

20.3 Dental Plan

The CITY agrees to provide and maintain a Group Dental Insurance Program at a mutually agreed upon level of benefits and the CITY shall pay 100% of the costs for such coverage for the term of this agreement. The CITY shall provide the above coverage for the employee and his/her dependents.

20.4 Life And Disability Insurance

The CITY shall provide and maintain group life insurance with accidental death and dismemberment benefits. The basic life insurance amount is \$50,000 for all employees and \$5,000 for dependents. The premium shall be paid for by the CITY. In addition, CITY will provide a Standard Insurance Company short-term and long-term disability plan for the term of this Agreement, the full cost of which shall be borne by the CITY.

20.5 Computer Loan Fund

The CITY has established a computer purchase loan program for its employees. The CITY encourages the use of computers by employees, where such use will result in a more efficient use of time and an improved work product. CITY personnel will have the opportunity to acquire desktop and laptop computers and accessories that will enhance their personal and professional skills. Participation in the loan program is voluntary and subject to the following conditions:

- Eligible employees may receive a loan of up to \$2,000 (two thousand dollars) for the purchase of a computer (desktop or laptop), printer, digital camera, software and other related equipment as provided under the minimum standards as defined under CITY policy. The specific items to be purchased must be approved in advance by the City Administrator (or his designee). The equipment must meet minimum standards established by the CITY: Minimum standards are subject to revision by the CITY as necessary to maintain current technology. Revision to the standards will be via changes to CITY policy approved by City Council.
- The term of the loan shall be 24 months and interest free. The loan repayment schedule shall start with the payroll period following the month in which the CITY paid for the equipment.
- The Finance Department will deduct payments from the employee's paycheck in equal installments. The employee may make payments in excess of the minimum necessary to satisfy the loan in 24 months.
- The loan agreement, included as an exhibit in the original 1998 Resolution approving the loan program must be signed. The loan agreement is included in the CITY policy and may be changed immaterially from time to time based on the circumstances of a particular loan.
- The Security Agreement, included as an exhibit in the original 1998 Resolution approving the loan program must be signed. The Security Agreement is included in the CITY policy and may be changed immaterially from time to time based on the circumstances of a particular loan to adequately identify the security of the loan.

20.6 Physical Fitness

The City will reimburse UNION members up to \$25 per month for gym membership. Should a member pay for more than one month at a time (for example, six months in advance) the City will only reimburse

that member at a rate of \$25 per month. The City Administrator will have the final approval or disapproval authority of any facility or business selected by the member to ensure the intent of this section is met.

20.7 Vision Plan

The City has established a vision plan for members; however members who desire to participate will bear 100% of their costs.

TITLE 21. RETIREMENT

21.1 Sick Leave Pay-Off

Sick leave which has been accumulated during an employee's tenure with the CITY, shall be reimbursed to the employee at the current rate including Title 11 certificate pay , at the time of retirement, upon his retirement for service under P.E.R.S. For employees hired after July 1, 2014, sick leave which has been accumulated during an employee's tenure with the CITY shall be reimbursed fifty percent (50%) to the employee at the current rate including Title 11 certificate pay, at the time of retirement, upon his retirement for service under P.E.R.S.

21.2 Public Employees Retirement System (P.E.R.S.)

Retirement benefits shall be provided to eligible employees in accordance with the applicable contract between the City and the Public Employees Retirement System (PERS).

The use of terms "Classic Member" and "New Member" shall be as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA).

A "Classic Member" is defined as any of the following:

- A new hire that was brought into CalPERS membership for the first time before January 1, 2013.
- 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 qualifying 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 (PEPRA) Member" is defined in Government Code section 7522.04(f) as any of the following:

- 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 a qualifying public retirement system; or
- 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 qualifying public retirement system prior to January 1, 2013, and is not eligible for reciprocity; or
- 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 - The 2% at 55 PERS formula shall be provided for "Classic Member" employees. The employees shall pay 100% of the employee contribution, 7%.

New (PEPRA) Member - 2% at 62 retirement formula shall be provided for all New (PEPRA) Member employees. The employee shall pay 50% of the PERS "normal costs" rounded to the nearest quarter of 1 percent. (PERS "normal cost" is the employer plus employee share)

All applicable contributions identified above shall be made through payroll deduction on a pre-tax basis.

The City has implemented the retirement benefit known as "Final Year Compensation", as described in Section 20042 of the Government Code. Employees hired on or after July 1, 2010 shall not be eligible for "Final Year Compensation", such employees shall have applied the PERS formula of 36 highest paid consecutive months by amendment to the CalPERS Agreement . The following PERSable certifications shall be reported as PERSable compensation:

- Electric: Bilingual Pay/Rubber Glove Pay/Longevity Pay/Class B CDL Customer Serv. Tech./Longevity Pay
- Public Works: Bilingual Pay/Class B CDL/Water Dist. I and II Pay/ Wastewater Treatment Pay/Longevity Pay
- Administrative: Bilingual Pay/Class B CDL/Longevity Pay

21.3 Deferred Compensation Program

The CITY has established for all employees voluntary participation in qualified 457 Deferred Compensation programs. Eligible employee(s) who decline medical coverage, shall be entitled, in lieu of CITY paid medical coverage, amounts as specified in Section 20.2 deposited by the CITY into their Cafeteria Plan account.

21.4 ICMA Retirement Health Savings Plan

The CITY agrees to implement the ICMA Retirement Health Savings Plan.

TITLE 22. TERM OF AGREEMENT

22.1 Term

This agreement shall take effect on July 1, 2019, and shall continue in full force and effect through June 30, 2022, and thereafter from year to year, unless written notice of intent to modify shall be given by either party to the other sixty (60) days prior to the end of the current year.

22.2 Changes To MOU

This Memorandum of Understanding shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF GRIDLEY AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 7th day of October, 2019.

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1245**

CITY OF GRIDLEY

- | | |
|--|---------------------------------|
| 1. _____ | 1. _____ |
| Tom Dalzell, Business Manager | Paul Eckert, City Administrator |
| 2. _____ | 2. _____ |
| Al Fortier, Asst. Business Manager | Daryl Dye, Utilities Director |
| 3. _____ | |
| Dominic McCurtain, Business Representative | |

NEGOTIATING COMMITTEE MEMBERS

- | | |
|--------------|--|
| 1. _____ | |
| Danny Howard | |
| 2. _____ | |
| Sandra Ramos | |
| 3. _____ | |
| Scott Taylor | |

Exhibit A

International Brotherhood of Electrical Workers

Salary Schedules

City of Gridley Schedule of Wage Rates - Electric Dept

(Electric Line Series includes: Elect Sup., Senior Elect Line Worker, Line Worker, and Apprentice)

Bargaining Group: IBEW

Effective Date 7-1-2019

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Top Step
Electrical Supervisor	-	-	-	-	-	-	-	10,131
Senior Electric Line Worker	-	-	-	-	-	-	-	9,648
Electrical Line Worker	-	-	-	-	-	-	-	9,188
Apprentice Line Worker	5,513	5,972	6,432	6,891	7,350	7,810	8,269	-
Utility Technician					4,923			
Electrical Ground support Worker	4,032	4,314	4,616	4,939	5,285	5,655	6,050	

Incentives and other additional pay

Class B Drivers License (Flat Rate)

Included in the base pay for Electric Supervisor, Senior Electric Line Worker, Electric Line

Worker & Apprentice Line Worker +\$ 50

Utility Technician

330

-

-

Bilingual Pay (Flat Rate)

Electric Supervisor	-	-	-	-	-	-	-	466
Senior Electric Line Worker	-	-	-	-	-	-	-	447
Electric Line Worker	-	-	-	-	-	-	-	428
Apprentice Line Worker	277	295	314	333	352	371	390	-
Utility Technician	239	248	258	269	280	-	-	-

Rubber Glove Certificate (Electric Line Series only)

Electric Supervisor	-	-	-	-	-	-	-	810
Senior Electric Line Worker	-	-	-	-	-	-	-	772
Electric Line Worker	-	-	-	-	-	-	-	735
Apprentice Line Worker	438	474	511	547	584	620	656	-

Longevity

1% at 10 years of service

Electric Supervisor	-	-	-	-	-	-	-	101
Senior Electric Line Worker	-	-	-	-	-	-	-	96
Electric Line Worker	-	-	-	-	-	-	-	92
Apprentice Line Worker	55	59	64	68	73	78	82	-
Utility Technician	-	-	-	-	49	-	-	-

2% at 15 years of service

Electric Supervisor	-	-	-	-	-	-	-	203
Senior Electric Line Worker	-	-	-	-	-	-	-	193
Electric Line Worker	-	-	-	-	-	-	-	184
Apprentice Line Worker	109	119	128	137	146	155	164	-
Utility Technician	-	-	-	-	98	-	-	-

3% at 20 years of service

Electric Supervisor	-	-	-	-	-	-	-	304
Senior Electric Line Worker	-	-	-	-	-	-	-	289
Electric Line Worker	-	-	-	-	-	-	-	276
Apprentice Line Worker	164	178	191	205	219	233	246	-
Utility Technician	-	-	-	-	148	-	-	-

*Schedules for 7-1-2020 and 7-1-2021 TBD following annual Elec Line Salary Survey

City of Gridley Schedule of Wage Rates - Admin Series

Bargaining Group: IBEW

Effective Date 7-1-2019

	Step 1	Step 2	Step 3	Step 4	Top Step
Accountant 1	4,501	4,726	4,962	5,211	5,471
Business Service Supervisor	4,411	4,632	4,864	5,107	5,362
Senior Accounting Technician	3,896	4,091	4,296	4,511	4,737
Accounting Technician	3,544	3,721	3,907	4,102	4,307
Administrative Secretary	3,541	3,718	3,905	4,100	4,305
Administrative Services Clerk II	3,374	3,542	3,719	3,905	4,100
Administrative Services Clerk I	2,886	3,030	3,182	3,341	3,508
Transit Operator	3,845	4,037	4,239	4,451	4,674

Incentives and other additional pay

Bilingual Pay (Flat Rate)

Accountant 1	271
Business Services Supervisor	271
Senior Accounting Technician	271
Accounting Technician	251
Administrative Secretary	253
Administrative Services Clerk II	241
Administrative Services Clerk I	214
Transit Operator	268

Class B Drivers License (Flat Rate)

Accountant 1	271
Business Services Supervisor	271
Senior Accounting Technician	271
Accounting Technician	251
Administrative Secretary	125
Administrative Services Clerk II	241
Administrative Services Clerk I	214
Transit Operator	268

Various certificates as identified in the resolution

Longevity

1% at 10 years of service

Accountant 1	45	47	50	52	55
Business Services Supervisor	44	46	49	51	54
Senior Accounting Technician	39	41	43	45	47
Accounting Technician	35	37	39	41	43
Administrative Secretary	35	37	39	41	43
Administrative Services Clerk II	34	35	37	39	41
Administrative Services Clerk I	29	30	32	33	35
Transit Operator	38	40	42	45	47

2% at 15 years of service

Accountant 1	90	95	99	104	109
Business Services Supervisor	88	93	97	102	107
Senior Accounting Technician	78	82	86	90	95
Accounting Technician	71	74	78	82	86
Administrative Secretary	0	72	76	80	84
Administrative Services Clerk II	71	74	78	82	86
Administrative Services Clerk I	58	61	64	67	70
Transit Operator	77	81	85	89	93

3% at 20 years of service

Accountant 1	135	142	149	156	164
Business Services Supervisor	132	139	146	153	161
Senior Accounting Technician	117	123	129	135	142
Accounting Technician	106	112	117	123	129
Administrative Secretary	106	112	117	123	129
Administrative Services Clerk II	101	106	112	117	123
Administrative Services Clerk I	87	91	95	100	105
Transit Operator	115	121	127	134	140

City of Gridley Schedule of Wage Rates - Admin Series

Bargaining Group: IBEW

Effective Date 7-1-2020

	Step 1	Step 2	Step 3	Step 4	Step
Accountant 1	4,636	4,868	5,111	5,367	5,635
Business Service Supervisor	4,544	4,771	5,010	5,260	5,523
Senior Accounting Technician	4,013	4,214	4,425	4,646	4,878
Accounting Technician	3,650	3,833	4,025	4,226	4,437
Administrative Secretary	3,647	3,830	4,022	4,223	4,434
Administrative Services Clerk II	3,475	3,649	3,831	4,023	4,224
Administrative Services Clerk I	2,972	3,121	3,277	3,441	3,613
Transit Operator	3,960	4,158	4,366	4,584	4,813

Incentives and other additional pay

Bilingual Pay (Flat Rate)

5% with qualifications + \$ 50

Accountant 1	271
Business Services Supervisor	271
Senior Accounting Technician	271
Accounting Technician	251
Administrative Secretary	253
Administrative Services Clerk II	241
Administrative Services Clerk I	214
Transit Operator	268

Class B Drivers License (Flat Rate)

5% with qualifications + \$ 50

Accountant 1	271
Business Services Supervisor	271
Senior Accounting Technician	271
Accounting Technician	251
Administrative Secretary	125
Administrative Services Clerk II	241
Administrative Services Clerk I	214
Transit Operator	268

Various certificates as identified in the resolution

Longevity

1% at 10 years of service

Accountant 1	46	49	51	54	56
Business Services Supervisor	45	48	50	53	55
Senior Accounting Technician	40	42	44	46	49
Accounting Technician	37	38	40	42	44
Administrative Secretary	36	38	40	42	44
Administrative Services Clerk II	35	36	38	40	42
Administrative Services Clerk I	30	31	33	34	36
Transit Operator	40	42	44	46	48

2% at 15 years of service

Accountant 1	93	97	102	107	113
Business Services Supervisor	91	95	100	105	110
Senior Accounting Technician	80	84	89	93	98
Accounting Technician	73	77	81	85	89
Administrative Secretary	73	77	80	84	89
Administrative Services Clerk II	69	73	77	80	84
Administrative Services Clerk I	59	62	66	69	72
Transit Operator	79	83	87	92	96

3% at 20 years of service

Accountant 1	139	146	153	161	169
Business Services Supervisor	136	143	150	158	166
Senior Accounting Technician	120	126	133	139	146
Accounting Technician	110	115	121	127	133
Administrative Secretary	109	115	121	127	133
Administrative Services Clerk II	104	109	115	121	127
Administrative Services Clerk I	89	94	98	103	108
Transit Operator	119	125	131	138	144

City of Gridley Schedule of Wage Rates - Admin Series

Bargaining Group: IBEW

Effective Date 7-1-2021

	Step 1	Step 2	Step 3	Step 4	Step
Accountant 1	4,729	4,965	5,214	5,474	5,748
Business Service Supervisor	4,544	4,771	5,010	5,260	5,523
Senior Accounting Technician	4,093	4,298	4,513	4,739	4,976
Accounting Technician	3,723	3,909	4,104	4,309	4,524
Administrative Secretary	3,757	3,945	4,143	4,350	4,567
Administrative Services Clerk II	3,544	3,722	3,908	4,103	4,308
Administrative Services Clerk I	3,032	3,183	3,342	3,509	3,684
Transit Operator	4,039	4,241	4,453	4,676	4,910

Incentives and other additional pay

Bilingual Pay (Flat Rate)

5% with qualifications + \$ 50

Accountant 1	271
Business Services Supervisor	271
Senior Accounting Technician	271
Accounting Technician	251
Administrative Secretary	256
Administrative Services Clerk II	241
Administrative Services Clerk I	214
Transit Operator	268

Class B Drivers License (Flat Rate)

5% with qualifications + \$ 50

Accountant 1	271
Business Services Supervisor	271
Senior Accounting Technician	271
Accounting Technician	251
Administrative Secretary	256
Administrative Services Clerk II	241
Administrative Services Clerk I	214
Transit Operator	268

Various certificates as identified in the resolution

Longevity

1% at 10 years of service

Accountant 1	47	50	52	55	57
Business Services Supervisor	45	48	50	53	55
Senior Accounting Technician	41	43	45	47	50
Accounting Technician	37	39	41	43	45
Administrative Secretary	41	43	45	47	50
Administrative Services Clerk II	35	37	39	41	43
Administrative Services Clerk I	30	32	33	35	37
Transit Operator	40	42	45	47	49

2% at 15 years of service

Accountant 1	95	99	104	109	115
Business Services Supervisor	91	95	100	105	110
Senior Accounting Technician	82	86	90	95	100
Accounting Technician	74	78	82	86	90
Administrative Secretary	81	86	90	94	99
Administrative Services Clerk II	71	74	78	82	86
Administrative Services Clerk I	61	64	67	70	74
Transit Operator	81	85	89	94	98

3% at 20 years of service

Accountant 1	142	149	156	164	172
Business Services Supervisor	136	143	150	158	166
Senior Accounting Technician	123	129	135	142	149
Accounting Technician	112	117	123	129	136
Administrative Secretary	122	128	135	141	149
Administrative Services Clerk II	106	112	117	123	129
Administrative Services Clerk I	91	95	100	105	111
Transit Operator	121	127	134	140	147

City of Gridley Schedule of Wage Rates - Public Works Series

Bargaining Group: IBEW

Effective Date 7-1-2019

	Step 1	Step 2	Step 3	Step 4	Step
Maintenance Supervisor	4,664	4,897	5,142	5,399	5,669
Senior Maintenance Worker	3,845	4,037	4,239	4,451	4,674
Maintenance Worker II	3,343	3,511	3,687	3,871	4,065
Maintenance Worker I	3,010	3,161	3,319	3,485	3,659

Incentives and other additional pay

Bilingual Pay (Flat Rate)

5% with qualifications + \$50

Maintenance Supervisor	315
Senior Maintenance Worker	268
Maintenance Worker II	240
Maintenance Worker I	221

Class B Drivers License (Flat Rate)

5% with qualifications + \$ 50

Maintenance Supervisor	315
Senior Maintenance Worker	268
Maintenance Worker II	240
Maintenance Worker I	221

Sewer and Water Certificates

Flat Rated Distribution Certificate with \$50

Maintenance Supervisor	311
Senior Maintenance Worker	266
Maintenance Worker II	238
Maintenance Worker I	220

Flat Rated for Level II Water Treatment Certificate with \$100

Maintenance Supervisor	622
Senior Maintenance Worker	531
Maintenance Worker II	476
Maintenance Worker I	440

Flat Rated for Level II Wastewater Treatment Certificate plus \$100

Maintenance Supervisor	622
Senior Maintenance Worker	531
Maintenance Worker II	476
Maintenance Worker I	440

Flat Rated for Water Backflow Prevention Certification plus \$50

Maintenance Supervisor	182
Senior Maintenance Worker	160
Maintenance Worker II	146
Maintenance Worker I	137
Senior Maintenance Worker (WWTP Plant)	234

Longevity

1% at 10 years of service

Maintenance Supervisor	47	49	51	54	57
Senior Maintenance Worker	38	40	42	45	47
Maintenance Worker II	33	35	37	39	41
Maintenance Worker I	30	32	33	35	37

2% at 15 years of service

Maintenance Supervisor	93	98	103	108	113
Senior Maintenance Worker	77	81	85	89	93
Maintenance Worker II	67	70	74	77	81
Maintenance Worker I	60	63	66	70	73

3% at 20 years of service

Maintenance Supervisor	140	147	154	162	170
Senior Maintenance Worker	115	121	127	134	140
Maintenance Worker II	100	105	111	116	122
Maintenance Worker I	90	95	100	105	110

City of Gridley Schedule of Wage Rates - Public Works Series

Bargaining Group: IBEW

Effective Date 7-1-2020

	Step 1	Step 2	Step 3	Step 4	Step
Maintenance Supervisor	4,804	5,044	5,296	5,561	5,839
Senior Maintenance Worker	3,960	4,158	4,366	4,584	4,813
Maintenance Worker II	3,444	3,616	3,797	3,987	4,186
Maintenance Worker I	3,100	3,255	3,418	3,589	3,768

Incentives and other additional pay

Bilingual Pay (Flat Rate)

5% with qualifications + \$50

Maintenance Supervisor	315
Senior Maintenance Worker	268
Maintenance Worker II	240
Maintenance Worker I	221

Class B Drivers License (Flat Rate)

5% with qualifications + \$ 50

Maintenance Supervisor	315
Senior Maintenance Worker	268
Maintenance Worker II	240
Maintenance Worker I	221

Sewer and Water Certificates

Flat Rated for D2 Distribution Certificate with \$50

Maintenance Supervisor	311
Senior Maintenance Worker	266
Maintenance Worker II	238
Maintenance Worker I	220

Flat Rated for Level II Water Treatment Certificate with \$100

Maintenance Supervisor	622
Senior Maintenance Worker	531
Maintenance Worker II	476
Maintenance Worker I	440

Flat Rated for Level II Wastewater Treatment Certificate plus \$100

Maintenance Supervisor	622
Senior Maintenance Worker	531
Maintenance Worker II	476
Maintenance Worker I	440

Flat Rated for Water Backflow Prevention Certification plus \$ 50

Maintenance Supervisor	182
Senior Maintenance Worker	160
Maintenance Worker II	146
Maintenance Worker I	137
Senior Maintenance Worker (WWTP Plant)	241

Longevity

1% at 10 years of service

Maintenance Supervisor	48	50	53	56	58
Senior Maintenance Worker	40	42	44	46	48
Maintenance Worker II	34	36	38	40	42
Maintenance Worker I	31	33	34	36	38

2% at 15 years of service

Maintenance Supervisor	96	101	106	111	117
Senior Maintenance Worker	79	83	87	92	96
Maintenance Worker II	69	72	76	80	84
Maintenance Worker I	62	65	68	72	75

3% at 20 years of service

Maintenance Supervisor	144	151	159	167	175
Senior Maintenance Worker	119	125	131	138	144
Maintenance Worker II	103	108	114	120	126
Maintenance Worker I	93	98	103	108	113

City of Gridley Schedule of Wage Rates - Public Works Series

Bargaining Group: IBEW

Effective Date 7-1-2021

	Step 1	Step 2	Step 3	Step 4	Top Step
Maintenance Supervisor	4,900	5,145	5,402	5,672	5,956
Senior Maintenance Worker	4,039	4,241	4,453	4,676	4,910
Maintenance Worker II	3,513	3,688	3,872	4,066	4,269
Maintenance Worker I	3,162	3,321	3,487	3,661	3,844

Incentives and other additional pay

Bilingual Pay (Flat Rate)

5% with qualifications + \$50

Maintenance Supervisor	315
Senior Maintenance Worker	268
Maintenance Worker II	240
Maintenance Worker I	221

Class B Drivers License (Flat Rate)

5% with qualifications + \$ 50

Maintenance Supervisor	315
Senior Maintenance Worker	268
Maintenance Worker II	240
Maintenance Worker I	221

Sewer and Water Certificates

Flat Rated for D2 Distribution Certificate with \$50

Maintenance Supervisor	311
Senior Maintenance Worker	266
Maintenance Worker II	238
Maintenance Worker I	220

Flat Rated for Level II Water Treatment Certificate with \$100

Maintenance Supervisor	622
Senior Maintenance Worker	531
Maintenance Worker II	476
Maintenance Worker I	440

Flat Rated for Level II Wastewater Treatment Certificate plus \$100

Maintenance Supervisor	622
Senior Maintenance Worker	531
Maintenance Worker II	476
Maintenance Worker I	440

Flat Rated for Water Backflow Prevention Certification plus \$50

Maintenance Supervisor	182
Senior Maintenance Worker	160
Maintenance Worker II	146
Maintenance Worker I	137
Senior Maintenance Worker (WWTP Plant)	246

Longevity

1% at 10 years of service

Maintenance Supervisor	49	51	54	57	60
Senior Maintenance Worker	40	42	45	47	49
Maintenance Worker II	35	37	39	41	43
Maintenance Worker I	32	33	35	37	38

2% at 15 years of service

Maintenance Supervisor	98	103	108	113	119
Senior Maintenance Worker	81	85	89	94	98
Maintenance Worker II	70	74	77	81	85
Maintenance Worker I	63	66	70	73	77

3% at 20 years of service

Maintenance Supervisor	147	154	162	170	179
Senior Maintenance Worker	121	127	134	140	147
Maintenance Worker II	105	111	116	122	128
Maintenance Worker I	95	100	105	110	115

Exhibit B

International Brotherhood of Electrical Workers

Job Descriptions

Accountant I
Accounting / Senior Accounting Technician
Administrative Secretary
Administrative Services Clerk I/II
Apprentice Lineworker
Business Services Supervisor
Electric Lineworker
Electric Supervisor
Maintenance Worker I/II
Public Works Maintenance Supervisor
Senior Maintenance Worker
Transit Vehicle Operator
Utility Technician

ACCOUNTANT I

Job Description

DEFINITION

Under general direction of the Finance Director or designee performs professional accounting work including the examination, maintenance, verification, analysis and reconciliation of financial records; assists in developing and installing accounting systems; prepares accounting, auditing and budget reports; assists in daily clerical accounting activities; and prepares county, state and federal reports; to process City's payroll, maintain related benefits records, and prepare necessary reports; to participate in the maintenance of the general ledger and subsidiary ledgers; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

Employees in this classification are fully competent and knowledgeable in all areas of technical accounting, including accounts receivable, payroll, benefits and general ledger. Employees in this classification must possess and in-depth knowledge of these technical accounting functions in order to act as a resource and/or lead to others in the performance of responsible technical/clerical accounting assignments. This job class also requires excellent organizational skills, communication skills and a high level of attention to detail.

SUPERVISION RECEIVED

Employees in this classification receive general supervision from the Finance Director within a framework of established policies and standard operating procedures. Employees in this classification may provide technical and/or functional supervision over assigned staff, temporary workers and/or volunteers.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Provides responsible professional and technical assistance in the administration and implementation of the City's financial, auditing, and accounting programs.
- Participates in operating an automated office and computerized financial and information system, identify, develop and implement new automated applications as needed to facilitate effectiveness and efficiency.
- Participates in and assumes responsibility for various departmental programs including financial statements, general ledger, monthly statements, payroll, and assessment districts accounting; conducts and prepares special studies and reports.
- Receives, reviews, audits and processes payroll for City employees; full maintenance of payroll database/system including all data for new employees and any modification/updates; codes and posts payroll to labor distribution master.
- Oversees, monitors, and participates in preparing the City's federal and state tax payroll reports on a monthly, quarterly and annual basis.
- Loan management from housing assistance program: calculates principal and interest, posts to subsidiary ledger and clients' payment record books.
- Prepares journal entries and periodic reconciliation of general ledger, revenue, expenditure, or subsidiary accounts and bank statements.
- Prepares a variety of financial and statistical reports including year-end reporting, budgetary and management analysis.

- Assists in the coordination of the annual audits and assumes a lead role as needed.
- Acts as a resource to City staff, management and other agencies/organizations regarding accounting and processes, procedures and guidelines.
- Interprets, explains and applies general and governmental accounting/auditing principles and procedures, laws and regulations affecting the financial operations of municipal government.
- Demonstrates a high level of integrity as well as being highly organized and detail oriented.
- Trains clerical staff, temporary workers and/or volunteers in the City's Finance Department on the operations, procedures and practices within the department as assigned.
- Builds and maintains respectful, positive working relationships with staff, supervisors, outside agencies and the public using principles of good customer service; provides effective conflict resolution, as needed.
- Models appropriate professional management conduct; maintains appropriate confidentiality of sensitive information; complies with and supports City policies and procedures, labor laws, and MOU provisions.
- Responsible for carrying out the mission of the City and the department and adherence to the City's and department's organization values.
- Performs related duties as required.

EMPLOYMENT STANDARDS

In addition to the above knowledge and abilities, this classification also requires:

Knowledge of:

- Generally accepted accounting principles and theories, principles and practices of budgeting and finance.
- Current information technology principles and applications for fiscal and financial systems.
- Federal, State and local laws and regulations relating to fiscal management.
- Principles of organization and management.
- Modern methods of records management.
- Safe work practices and related regulations.
- Principles of public speaking, conflict resolution and excellent customer service.
- City's organization, policies, operations and services.

Ability to:

- Communicate clearly and concisely, both orally and in writing.
- Understand, interpret and carry out a variety of both oral and written instructions in an independent manner.
- Prepare accounting worksheets, journal entries, adjustments and related documentation according to established procedures and guidelines.
- Organize and prioritize a variety of tasks for self and others in an effective and timely manner.
- Establish and maintain a variety of highly organized recordkeeping/filing systems and/or databases including highly sensitive and confidential documentation and generate requested reports.
- Identify problems/issues, collect relevant data, analyze options according to established criteria, and recommend appropriate course of action within prescribed alternatives.
- Perform professional, technical financial management analysis including the preparation of complex analytical reports and documents.
- Interact with the public effectively and courteously.

- Identify with management and City goals and objectives and understand and support City priorities and needs.
- Prepare reports and efficiently maintain accurate records.
- Demonstrate continuing effectiveness in maintaining the knowledge and skills required of this position.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standards policy.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these abilities and knowledge would be:

Training

- Equivalent to four years of college with significant course work in the areas of accounting, financial management, public administration, business administration, or related fields including significant course work in the area of accounting and financial management.
- Associate degrees considered when combined with sufficient applicable experience.

Experience

- At least one (1) year of recent full-time responsible accounting or fiscal experience. Governmental and/or fund accounting experience, CPA or CPFO is highly desirable.

TYPICAL PHYSICAL REQUIREMENTS

Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required; repeated hand-wrist movement required. Corrected vision to normal range; normal hearing and talking is required; verbal communications required; ability to use a variety of office equipment and machines as referenced. Good memory and recall are necessary for the accurate and timely transfer of information.

TYPICAL WORKING CONDITIONS

Assigned work is normally performed in an office environment. Continuous contact with other staff, citizens, other agencies and businesses as well as the general public.

ACCOUNTING TECHNICIAN
SENIOR ACCOUNTING TECHNICIAN
Job Description

DEFINITION

To perform and/or monitor the performance of a variety of responsible clerical/technical accounting and fiscal record management functions utilizing manual and computerized systems and processes; to process City's payroll, maintain related benefits records, process accounts payable invoices and payment, and prepare necessary reports; to participate in the maintenance of the general ledger and subsidiary ledgers; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

Accounting Technician

This classification functions at the full journey level of job performance. Employees in this classification perform the full range of assigned duties in an independent manner. Incumbents in this classification receive only occasional instruction or assistance as new or unusual situations arise and are fully competent and knowledgeable in at least two (2) of the following areas: accounts payable, accounts receivable, payroll, benefits and general ledger bookkeeping. Employees in this job class may also be cross trained in other clerical and accounting functions in order to provide competent back-up and additional administrative/operational support as necessary.

Senior Accounting Technician

This classification functions at the advanced journey level of job performance. Employees in this classification perform the more complex of a full range of duties in an independent manner. Employees in this classification are fully competent and knowledgeable in all areas of accounts payable, accounts receivable, payroll, benefits and general ledger bookkeeping. Employees in this classification must possess and in-depth knowledge of these technical accounting functions in order to act as a resource and/or lead to others in the performance of responsible technical/clerical accounting assignments. This job class also requires excellent organizational skills, communication skills and a high level of attention to detail.

SUPERVISION RECEIVED

Accounting Technician

Employees in this classification receive general supervision from the Finance Director or his/her designee within a framework of established policies and standard operating procedures.

Senior Accounting Technician

Employees in this classification receive general supervision from the Finance Director within a framework of established policies and standard operating procedures.

Employees in this classification may provide technical and/or functional supervision over assigned staff, temporary workers and/or volunteers.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Oversees, monitors and participates in the City's processing of accounts payable; preparing purchase orders; verifying invoices against receiving documents for accuracy; coding accounts payable for departmental responsibility.
- Oversees, monitors and participates in auditing incoming invoices and supporting documentation to verify accuracy and adherence to legal mandates and operational guidelines; prepares and issues checks; processes manual check requests.
- Receives, reviews, audits and processes payroll documents for City employees; inputs all data into payroll database/system including all data for new employees and any modification/updates; codes and posts payroll to labor distribution master; calculates and processes special pay to include overtime, stand-by, compensation time and holiday.
- Oversees monitors and participates in preparing the City's federal and state tax payroll reports on a monthly, quarterly and annual basis.
- Receives and records loan payments from housing assistance clients: calculates principal and interest, posts to subsidiary ledger and client's payment record books.
- Reconciles bank account for City's payroll; transfers funds between accounts as appropriate; maintains control of designated funds and prepares regular and periodic reports.
- Reviews, verifies, balances, posts, adjusts and maintains various accounting and fiscal records and documents according to established policies and guidelines in support of the City's general and subsidiary ledgers.
- Assembles, tabulates, calculates, verifies and reconciles a variety of incoming accounting/fiscal data and posts to the general ledger according to established procedures and guidelines; enters data into computerized and/or manual recordkeeping systems and/or worksheets.
- Acts as a resource to City staff, management and other agencies/organizations regarding accounting and bookkeeping processes, procedures and guidelines.
- Trains clerical staff, temporary workers and/or volunteers in the City's Finance Department on the operations, procedures and practices within the department as assigned.
- Performs related duties as required.

EMPLOYMENT STANDARDS

Accounting Technician

Knowledge of:

- Standard and accepted procedures, policies and guidelines of payroll processing, recordkeeping and reporting systems.
- Standard and accepted accounts payable, accounts receivable, collections and general bookkeeping systems and practices.
- Standard and accepted office practices, procedures and techniques.
- Standard and accepted English usage in spelling, grammar and punctuation.
- Designated computer software and appropriate applications.

Ability to:

- Learn and understand pertinent laws, codes, regulations and guidelines governing fiscal recordkeeping and reporting for municipalities.
- Learn and understand the City's organization, policies, operations and services.

- Understand and carry out a variety of both oral and written instructions in an independent manner.
- Operate designated software programs including word processing, spreadsheets and databases effectively.
- Operate a variety of office machines and equipment including computer terminal, peripheral equipment, fax machine, copier and calculator.
- Audit, verify and transfer large quantities of numbers and related data accurately and at a speed sufficient for successful job performance.
- Communicate effectively and positively in both oral and written forms.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

Senior Accounting Technician

In addition to the above knowledge and abilities, this classification also requires:

Knowledge of:

- Pertinent laws, codes, regulations and guidelines governing fiscal recordkeeping and reporting for municipalities.
- City's organization, policies, operations and services.

Ability to:

- Understand, interpret and carry out a variety of both oral and written instructions in an independent manner.
- Prepare accounting worksheets, journal entries, adjustments and related documentation according to established procedures and guidelines.
- Organize and prioritize a variety of tasks for self and others in an effective and timely manner.
- Establish and maintain a variety of recordkeeping/filing systems and/or databases including highly sensitive and confidential documentation and generate requested reports.
- Identify problems/issues, collect relevant data, analyze options according to established criteria, and recommend appropriate course of action within prescribed alternatives.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standards policy.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these abilities and knowledge would be:

Accounting Technician

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance. Supplemental coursework in accounting or finance highly desirable.

Experience

- At least two (2) years of responsible experience performing clerical accounting/bookkeeping support, preferably with a municipality or similar public agency.

Senior Accounting Technician**Training**

- The successful completion of the twelfth grade supplemented with coursework in accounting, fiscal records management or a closely related field.

Experience

- At least three (3) years of progressively responsible work equivalent to the duties performed by the Accounting Technician with City of Gridley.

TYPICAL PHYSICAL REQUIREMENTS

Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required; repeated hand-wrist movement required. Corrected vision to normal range; normal hearing and talking is required; verbal communications required; ability to use a variety of office equipment and machines as referenced. Good memory and recall are necessary for the accurate and timely transfer of information.

TYPICAL WORKING CONDITIONS

Assigned work is normally performed in an office environment. Continuous contact with other staff, citizens, other agencies and businesses as well as the general public.

ADMINISTRATIVE SECRETARY

Job Description

DEFINITION

To perform the more complex and responsible administrative support functions for assigned departments; to perform a high level of skilled secretarial duties in support of City's administrative and operational programs/departments; to issue and process various permits and fees; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This job class functions at the advanced journey level of job performance. Employees in this classification, under general direction, perform a variety of clerical, administrative, analytical, and customer service functions from the routine to complex for multiple departments/managers.

Employees in this classification serve as the primary resource person regarding assigned departments'/programs' administrative and operational processes and procedures. Employees in this classification perform assigned duties in a highly independent manner according to overall directives and within the context of established guidelines. Positions assigned to this job class may be responsible for significant administrative/operational processes requiring specialized knowledge and skills in addition to excellent organizational and communication skills, and attention to detail.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive general supervision form a director or his/her designee within a framework of established policies and standard operating procedures.

Employees in this classification may exercise technical and functional supervision over other clerical staff, temporary workers and/or volunteers.

EXAMPLES OF DUTIES

Duties may include but are not limited to the following:

- Oversees, monitors and participates in various clerical support for assigned and multiple City work units; maintains and develops multiple filing systems; oversees and participates in necessary word processing, billing, calculating, record keeping, photocopying, proof-reading and distribution for the City.
- Performs responsible and skilled secretarial duties in support of City management; performing and coordinating a variety of administrative details not requiring the attention of assigned management.
- Acts as a primary resource person regarding a variety of City's administrative and operational processes and procedures; responds to inquiries and requests from other City staff, public agencies and community organizations, businesses, and the general public; escalates or refers only the most complex and sensitive matters.
- Organizes, coordinates and schedules numerous meetings, committees, and other special projects to include setting the schedule, reserving facilities, contacting participants ordering and assembling materials and supplies and monitoring all related follow-up activities.
- Assists assigned director with various phases of the budget preparation and production process; producing related reports and information upon request.
- Coordinates travel arrangements; schedules and books air and land transport in coordination with event times, prepares and tracks requisition for expenses.

- Assembles, prepares and distributes meeting agendas; prepares and posts Notices of Public Hearings; reviews agendas for follow-up items.
- Performs receptionist duties; answers the telephone and initiates outgoing calls; greets visitors and responds to questions, referring to appropriate department or individual as necessary and takes messages.
- Provides customer service at the counter in collection of utility payments, issuing of permits for building, issuing licensing and processing licensing fees; provides general and specific information to the public regarding City services, programs and operations; provides interpretation of City codes; provides and explains zoning and parcel information to customers.
- Prepares building permit applications; finalizes routine applications; schedules inspections; files appropriate reports; and responds to customers' requests for information.
- Maintains complex records in compliance with federal, state and local regulations.
- Word processes a variety of materials and documents including memoranda, agendas, meeting minutes, reports, correspondence, logs, and forms from rough draft and/or written/verbal instructions and which require familiarity with pertinent governing regulations, policies, ordinances, and operational procedures.
- Researches a variety of information; gathering, compiling, and inputting data into computerized spreadsheets and/or databases; verifies data prior to inputting and proofreading output reports.
- Prepares a variety of reports periodically and as needed for multiple City functions and services; compiles data from appropriate databases, statistics, and other recordkeeping; analyzes data for reports.
- Assists all departments and staff as needed in a positive and proactive manner.
- Performs related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted office practices, procedures and techniques.
- Standard and accepted English usage, spelling, grammar and punctuation.
- Standard and accepted receptionist techniques and telephone etiquette.
- Designated computer software and its applications.
- Basic principles and practices of developing and maintaining municipal records.
- Administrative and operational procedures and practices of City's departments and services.
- Standard and accepted principles and practices of data collection and report preparation.
- City's organization, policies and administrative/operational processes.

Ability to:

- Understand, interpret, and carry out a variety of both oral and written instructions in an independent manner.
- Word process accurately and at a speed sufficient for successful job performance.
- Utilize designated word processing, spreadsheet, database and specialized software programs accurately.
- Perform mathematical calculations including addition, subtraction, multiplication, and division with speed and accuracy.
- Identify problems/issues, collect relevant data, analyze options according to established criteria, and recommend appropriate course of action within prescribed alternatives.

- Operate a variety of office machines and equipment including computer terminal, peripheral equipment, fax machine, copier and calculator.
- Take and transcribe notes, minutes and/or dictation at a speed and manner sufficient for successful job performance.
- Establish and maintain a variety of recordkeeping/filing systems and/or databases including highly sensitive and confidential documentation and generate requested reports.
- Communicate effectively, tactfully and positively in both oral and written forms.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain this knowledge and abilities would be:

Training:

- The successful completion of the twelfth grade supplemented with coursework in business, office management, word processing or related fields.

Experience:

- At least three (3) years of progressively responsible work experience performing clerical/secretarial duties in support of administrative and operational processes; preferably with a public sector organization.

TYPICAL PHYSICAL REQUIREMENTS

Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required; repeated hand-wrist movement required. Corrected vision to normal range; normal hearing and talking is required, verbal communications required; ability to use a variety of office equipment and machines as referenced. Good memory and recall are necessary for the accurate and timely transfer of information.

TYPICAL WORKING CONDITIONS

Assigned work is normally performed in an office environment. Continuous contact with other staff, citizens, other agencies, and businesses as well as the general public.

ADMINISTRATIVE SERVICES CLERK I/II

Job Description

DEFINITION

To perform a wide variety of clerical and customer service functions in support of the City's administrative and operational departments; to perform clerical accounting functions in the billing and collection of utility payments; to issue and process various permits, licenses and fees; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

Administrative Services Clerk I

This job class is an entry level in the Administrative Services Clerk series. This classification is distinguished from the Administrative Services Clerk II by the performance of more routine tasks and duties assigned to incumbents within this job class. Incumbents in the Administrative Services Clerk I classification perform highly defined procedural tasks. Employees in this job class will also perform higher level tasks in a training capacity. Assigned duties fall within established parameters and there is less variation in the type of duties assigned or the amount of discretion assumed in the performance of assigned duties. This job class requires clerical and word processing skills, organizational skills, the ability to produce quality work within established timelines and a positive customer service orientation.

Administrative Services Clerk II

This job class is the journey level in the Administrative Services Clerk series. This classification is distinguished from the Administrative Services Clerk I by the wider variety of assigned tasks. Employees in this job class may also perform higher level tasks in a training capacity. Incumbents in this classification perform the full range of assigned duties in an independent manner. Incumbents in this classification receive only occasional instruction or assistance as new or unusual situations arise and are fully competent and knowledgeable of the operating procedures and policies within the City. This job class may assume responsibility for performing multiple tasks in the initiating, tracking, follow through and completion of assigned operational processes. Employees in this job class may also be cross trained in other clerical and accounting functions in order to provide competent back-up and additional administrative and operational support as necessary. This job class requires clerical and word processing skills, organizational skills, mathematical skills, the ability to produce quality work within established timelines and a positive customer service orientation.

SUPERVISION RECEIVED

Administrative Services Clerk I

Employees in this classification receive direct supervision from the appropriate management position within a well-defined framework of established policies and standard operating procedures.

Administrative Services Clerk II

Employees in this classification receive general supervision from the appropriate management position within a framework of established policies and standard operating procedures.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Provides various clerical support for City departments; provides necessary typing, billing, calculating, record keeping, photocopying and distribution for the City.
- Acts as receptionist; answers the phone and initiates outgoing calls, greets visitors, responds to routine questions and requests for information, takes messages and refers more complex questions to the appropriate City resource.
- Provides customer service at the counter in the collection of utility payments as well as permit and licensing fees; issues various licenses and permits; and provides general and specific information to public regarding City services, programs and operations.
- Acts as cashier; receives cash, makes change, prepares receipts; counts out daily cash drawer and reconciles.
- Attends Council, committee, and/or management meetings; prepares and distributes agendas and related documentation, takes notes, transcribes minutes and tracks and monitors designated follow-up activities.
- Processes utility payments; logs and enters payments into computerized database; notifies utility customers of policies and timelines regarding late payments; tracks non-payments and completes required reports and documentation.
- Prepares billing for City's utility services; distributes in a timely manner and adjusts billing per direction and/or standard operating procedures as necessary.
- Follows-up on delinquent accounts to collect money owed from utility customers to ensure due process requirements and notification timelines are met; documents all action taken.
- Gathers, prepares, and inputs data into computerized spreadsheets and/or databases; verifying data prior to inputting and proofreading output reports
- Maintains and updates customer database and records for all utility services; receives orders for new services and requests for shut-offs; notifies Public Works or Electrical Services of work orders pertaining to customer requests.
- Performs related duties as required.

EMPLOYMENT STANDARDS

Administrative Services Clerk I

Knowledge of:

- Standard and accepted office practices, procedures and techniques.
- Standard and accepted English usage in spelling, grammar and punctuation.
- Standard and accepted receptionist techniques and telephone etiquette.
- Standard and accepted cash accounting and balancing practices.
- Designated computer software and its applications.

Ability to:

- Learn and understand the administrative/operational procedures and practices of City's operations and services.
- Learn and understand the City's organization, policies and administrative/operational processes.
- Understand and carry out a variety of both oral and written instructions.
- Type/word process accurately and at a speed sufficient for successful job performance.
- Utilize designated word processing, spreadsheet and database software programs accurately and effectively.
- Perform mathematical calculations including addition, subtraction, multiplication and division accurately.

- Operate a variety of office machines and equipment including computer terminal, peripheral equipment, fax machine, copier and calculator.
- Communicate effectively and positively in both oral and written forms.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

Administrative Services Clerk II

In addition to the above knowledge and abilities, this classification also requires:

Knowledge of:

- Standard and accepted principles, practices and terminology used in basic accounting and bookkeeping.
- Administrative/operational procedures and practices of City's operations and services.
- City's organization, policies and administrative/operational processes.

Ability to:

- Understand and carry out a variety of oral and written instructions in an independent manner.
- Organize and prioritize a variety of tasks in an effective and timely manner.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these knowledge and abilities would be:

Administrative Services Clerk I

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance.

Experience

- At least one (1) year of work experience performing clerical, receptionist or public contact duties.

Administrative Services Clerk II

Experience

- At least one (1) year of work experience performing duties similar to the Administrative Services Clerk I with the City of Gridley.

TYPICAL PHYSICAL REQUIREMENTS

Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required; repeated hand-wrist movement required. Corrected vision to normal range; normal hearing and talking is required; verbal communications required; ability to use a variety of office equipment and machines as referenced. Good memory and recall is necessary for the accurate and timely transfer of information.

TYPICAL WORKING CONDITIONS

Assigned work is normally performed in an office environment. Continuous contact with other staff, citizens, other agencies and businesses as well as the general public.

APPRENTICE LINEMAN (Part of Electric Lineman Series)

Job Description

DEFINITION

To assist in the installation, construction, maintenance and repair of City's overhead and underground electrical transmission/distribution lines, substations and related electrical equipment in a training capacity; to perform a variety of manual labor in the performance of assigned duties and in support of designated work crew's activities; to read, repair and maintain meters; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This job class is the entry/training level in the Electrical Line Worker series. This classification is distinguished from the journey level Electrical Line Worker job class by the performance of the more routine tasks and duties assigned to positions within this job class. Incumbents in this job class are not expected or allowed to perform with the same independence of action as journey level Line Workers.

This job class also provides on-the-job training for individuals completing a certified three-year apprenticeship program. Incumbents in this job class must commit to working in this classification in addition to off-the-job home study (uncompensated time) in order to complete the apprenticeship program. Continued employment in this job class is contingent upon both continuing satisfactory job performance and academic progress. Failure to maintain satisfactory progress during the apprenticeship program may be grounds for termination of employment with the City.

Incumbents in this job class and participants of the apprenticeship program shall be subject to the Apprentice On-The-Job Work Rules as specified in the California-Nevada Joint Apprentice Training Trust Fund.

SUPERVISION RECEIVED

Employees in this classification receive direct supervision from the Electrical Supervisor within a well-defined framework or established policies and standard operating procedures.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Assists in the performance of a wide range of skilled and technical tasks in the construction, installation, maintenance and repair of overhead and underground electrical transmission/distribution lines, substations, electrical services equipment and related facilities in a training capacity.
- Climbs poles; splices and repairs energized lines.
- Constructs new overhead and underground transmission and distribution lines.
- Sets poles, installs cross arms and breakers; strings, pulls, dead ends and energizes primary and secondary wires.
- Mounts, buses and energizes transformers and capacitors.
- Installs switches, cutouts, lighting arresters, insulators, street lamps and other equipment on overhead lines. Installs and mounts switches, transformers, cable, risers, potheads, substructures, conduits and underground circuits.
- Runs service lines from poles to consumer's premises.
- Connects, disconnects and replaces service loops.

- Builds bypass lines; phases out and cuts in new circuits; cuts and taps primary lines.
- Mounts street light standards, heads and electrical control devices.
- Trims trees to clear wires; operates aerial bucket truck and high ranger.
- Reads residential and commercial electric and water meters; enters readings into record book as assigned and as necessary.
- Cleans meter boxes and replaces broken meter boxes and lids; assists in performing routine testing and maintenance on meters.
- Operates a variety of motorized, power, and hand-powered machines and equipment to include line truck, backhoe, front loader, aerial tower truck, jackhammer, tamper, compressor, trencher and forklift.
- Responds to service calls as well as emergency calls on weekends, holidays and evenings to assist work crew with duties on an as-needed basis.
- Performs related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Basic principles of electricity.
- Basic methods, procedures, materials and tools utilized in electrical installations and maintenance.
- Basic work safety practices and methods.
- Standard and accepted methods and procedures of recordkeeping

Ability to:

- Read and write English at a level sufficient for successful job performance and related academic program.
- Understand and carry out a variety of oral and written instructions.
- Learn a variety of technical, complex and specialized electrical maintenance, repair and construction tasks.
- Learn the City and department operations, policies and procedures as they relate to assigned duties
- Learn to apply and practice a variety of safety practices, procedures and operating methods.
- Learn to operate a variety of hand powered electrical maintenance and construction equipment in a safe and effective manner.
- Learn to operate a variety of motorized power equipment utilized in the maintenance, construction and repair of electrical distribution lines, equipment, substations and related facilities in a safe and effective manner.
- Perform mathematical calculations including addition, subtraction, multiplication and division.
- Maintain routine records and logs.
- Communicate orally and in writing in an effective and tactful manner.
- Provide courteous and positive customer service.
- Perform assigned duties on high poles, in confined spaces, and among high voltage/energized power lines in a safe and effective manner.
- Perform assigned duties to include heavy and continuous physical labor in a safe and effective manner for self and others.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standard policy.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these knowledge and abilities would be:

Training:

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance.

Experience:

- Prior experience working in electrical utility services, maintenance or construction is highly desirable.

TYPICAL PHYSICAL REQUIREMENTS

While performing the essential functions of this job class, the employee is regularly required to use hands and fingers to operate a variety of objects, tools, equipment, vehicles and other motorized equipment; flexibility and endurance to stand, climb, stoop, kneel, crawl, bend, walk, reach and crouch; talk and hear clearly and concisely to communicate with customers, supervisors and fellow employees on a continuous basis. Employee is regularly required to frequently lift and/or carry and/or move objects weighing up to 25 pounds and occasionally lift and/or move up to 100 pounds. Employee's vision requirements for the performance of required duties include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. In the performance of essential and required duties, and employee is required to climb electric poles and perform duties up to 90 feet above the ground; an employee is required to work around and on live (hot) wires.

TYPICAL WORKING CONDITIONS

Employee performs many assigned duties outdoors in a variety of climatic conditions including exposure to hot and cold temperatures, working in cramped spaces, in traffic, at heights and underground. Continuous contact with staff and service users; occasional contact with other agencies and businesses as well as the general public.

BUSINESS SERVICES SUPERVISOR

Job Description

DEFINITION

Under general direction of the Finance Director, plans, directs, supervises and participates in providing billing and collections operational oversight with an emphasis on customer service which includes resolving customer billing problems and complaints; establishing, disconnecting and reconnecting service; performing high/low bill investigation; resolving customer inquiries; and oversight of business license functions, and accepting payments for other City financial responsibilities. Additionally, business services include various clerical and technical accounting and fiscal record management functions utilizing manual and computerized systems and procedures to process accounts payable invoices and payment and prepare necessary reports; to participate in the maintenance of the general ledger and subsidiary ledgers; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

Employees in this classification are fully competent and knowledgeable in all areas of utility billing, accounts payable, accounts receivable, and general ledger bookkeeping. Employees in this classification must possess and in-depth knowledge of these technical accounting functions in order to act as a resource and lead to others in the performance of responsible technical/clerical accounting assignments. This job class also requires excellent organizational skills, communication skills and a high level of attention to detail.

SUPERVISION

Employees in this classification receive general supervision from the Finance Director within a framework of established policies and standard operating procedures. Employees in this classification provide technical and/or functional supervision over Administrative Services Clerk I and II.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Plan, organize and direct electric, water, and wastewater utility billing, revenue protection, meter reading, field services, customer service, and business licensing activities.
- Plans, directs and supervises the work of Administrative Services Clerks I and II.
- Plans, monitors, evaluates work, reviews workload, status of projects and availability of supervised personnel for assignments.
- Schedules, assigns and oversees work processes to meet regular and delinquent billing schedules; analyzes and plans for potential problems.
- Resolves the most complex problems involving customer complaints, billing, statements, fees, payments and other service-related problems.
- Receives revenues from licenses, permits, recreation fees and other City revenue accounts.
- Acts as a liaison to field personnel to initiate or resolve issues relating to high or low bill investigations, meter reliability, disconnections and reconnections of water service.
- Reviews and approves cash receipt and utility billing adjustments to customer accounts prepared by employees that are supervised.
- Actively supervises incoming calls and takes the lead role in providing outstanding customer service through innovation, staffing, active participation and continuous improvement efforts.
- Trains others in and supervises cash handling to ensure compliance with City standards and procedures.

- Oversees, monitors and participates in the City's processing of accounts payable; preparing purchase orders; verifying invoices against receiving documents for accuracy; coding accounts payable for departmental responsibility.
- Oversees, monitors and participates in auditing incoming invoices and supporting documentation to verify accuracy and adherence to legal mandates and operational guidelines; prepares and issues checks; processes manual check requests.
- Records and maintains appropriate controls over purchase orders and accounts payable system, auditing and financial analysis, grant accounting and special reports.
- Calculates business license fees and fines and administers and assigns the business license process while ensuring that all entities conducting business within the City have a required business license.
- Trains clerical staff, temporary workers and/or volunteers in the City's Finance Department on the operations, procedures and practices within the department as assigned.
- Recommends controls to ensure the reliability of the system and integrity of the data and ensures implemented processes continue to support the financial system reporting and functional capabilities.
- Develops and maintains positive public relations with emphasis on customer service.
- Participates in the selection, supervision, continuous improvement, evaluation and approved progressive discipline of personnel; assists in the design and implementation of motivational programs; facilitates staff training and professional development; coaches, recommends and implements goals and objectives.
- Participates as a member of the Finance Department management team to assist in developing and enforcing department policies
- Performs related duties as required.

EMPLOYMENT STANDARDS

In addition to the above knowledge and abilities, this classification also requires:

Knowledge of:

- Principles of organization, management, and effective supervision.
- Customer service, customer billing and collection techniques.
- Modern methods of records management.
- Utility rate structures and schedules.
- Safe work practices and related regulations.
- Principles of public speaking, conflict resolution and excellent customer service.
- City's organization, policies, operations and services.
- Standard and accepted accounts payable, accounts receivable, collections and general financial systems and practices.

Ability to:

- Communicate clearly and concisely, both orally and in writing.
- Develop logical, concise and clear reports and correspondence; use standard business English, spelling and punctuation.
- Learn and understand pertinent laws, codes, regulations and guidelines governing fiscal recordkeeping and reporting for municipalities.

- Interact with the public effectively and courteously, with excellent face-to face and telephone communications
- Explain policies and utility rates to customers.
- Learn and understand the City's organization, policies, operations and services.
- Operate designated software programs including word processing, spreadsheets and databases effectively.
- Audit, verify and transfer large quantities of numbers and related data accurately and at a speed sufficient for successful job performance.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.
- Organize and prioritize a variety of tasks for self and others in an effective and timely manner.
- Identify problems/issues, collect relevant data, analyze options according to established criteria, and recommend appropriate course of action within prescribed alternatives.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standards policy.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these abilities and knowledge would be:

Training

- High school diploma or equivalent supplemented with coursework in accounting, fiscal records management or a closely related field. Associate degree in applicable field of Business preferred.

Experience

- At least three (3) years of full-time increasingly responsible relevant banking, accounting or office experience which included work experience in customer service, general administration or municipal utility billing, of which at least one (1) year must have been served in a supervisory capacity.

TYPICAL PHYSICAL REQUIREMENTS

Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required; repeated hand-wrist movement required. Corrected vision to normal range; normal hearing and talking is required; verbal communications required; ability to use a variety of office equipment and machines as referenced. Good memory and recall are necessary for the accurate and timely transfer of information.

TYPICAL WORKING CONDITIONS

Assigned work is normally performed in an office environment. Continuous contact with other staff, citizens, other agencies and businesses as well as the general public.

ELECTRIC LINEMAN (Part of Electric Lineman Series)

Job Description

DEFINITION

To install, construct, maintain and repair City's overhead and underground electric distribution lines, and substations; to perform skilled and technical work in support of the City's electrical utility services; to perform a variety of manual labor in the accomplishment of assigned duties; to perform other responsible and specialized tasks related to customer services and/or in support of the City organization; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This job class functions at the journey level of job performance and are expected to perform the full range of assigned duties in an independent manner. Incumbents perform a variety of skilled and technical activities in the maintenance, construction, and repair of electrical distribution facilities and equipment. Incumbents in this classification receive only occasional instruction or assistance as new or unusual situations arise and are fully competent and knowledgeable of industry standards as well as the operating procedures and policies within the Electric Department.

SUPERVISION RECEIVED

Employees in this classification receive general supervision from the Electric Supervisor within a framework of established policies and standard operating procedures.

EXAMPLES OF DUTIES

Duties may include, but are not limited to the following:

- Performs a wide range of skilled and technical tasks in the construction, installation, maintenance and repair of overhead and underground electrical distribution lines, substations, electrical services equipment and related facilities.
- Climbs poles, works from aerial tower truck and underground to install and replace primary and secondary lines and related equipment.
- Sets and guys poles, installs cross arms and brackets, strings lines.
- Installs line equipment such as transformers, switches, cut-outs, disconnects, lighting arrestors, insulators, circuit breakers, street light fixtures, and other line apparatus.
- Installs, hooks-up and maintains pole mounted transformer banks or stations serving industrial, commercial and residential customers.
- Reconstructs existing primary lines, hardware and transformers.
- Phases out and cuts in new circuits.
- Switches load from one primary to another by closing and opening switches and disconnects.
- Tests pole lines and other facilities.
- Removes, tests, calibrates and replaces electrical meters.
- Trims trees to line clearance standards.
- Performs a variety of maintenance, testing and repair work on live wires and power lines utilizing hotstick in a safe and effective manner.
- Provides training and direction to other unit staff on an as needed basis; acts as a resource in areas of expertise or the more routine operations and procedures.
- Operates a variety of motorized, power, and hand-powered machines and equipment to include line truck, backhoe, front loader, aerial tower truck, jackhammer, tamper, compressor, trencher and forklift.

- Responds to emergency calls on weekends, holidays and evenings as well as being available for standby duty as assigned and as necessary.
- Performs related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted methods, tools, and equipment used in the construction, maintenance and repair of electrical transmission/distribution lines, related equipment and facilities.
- Standard and accepted principles and techniques in the construction and repair of high-voltage overhead and underground electrical lines, equipment and facilities.
- Standard and accepted operation and maintenance of a variety of power equipment and vehicles.
- National electric codes and safety orders.
- Standard and accepted safety practices and standards applicable to high voltage and electrical linework.

Ability to:

- Understand and carry out a variety of oral and written instructions in an independent manner.
- Learn the City's operations, policies and procedures as they relate to assigned duties.
- Operate a variety of hand powered electrical maintenance and construction equipment in a safe and effective manner.
- Operate a variety of motorized power equipment utilized in the maintenance, construction and repair of electrical distribution lines, equipment, substations and related facilities in a safe and effective manner.
- Perform mathematical calculations including addition, subtraction, multiplication and division.
- Maintain routine records and logs and prepare routine reports.
- Communicate orally and in writing in an effective and tactful manner.
- Provide courteous and positive customer service.
- Perform assigned duties on high poles, in confined spaces, and among high voltage/energized power lines in a safe and effective manner.
- Perform assigned duties to include heavy and continuous physical labor in a safe and effective manner for self and others.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standard policy.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain this knowledge and ability would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance.

- The successful completion of an approved apprenticeship program as an electrical line worker.

Experience

- Prior experience working in electrical utility services.

TYPICAL PHYSICAL REQUIREMENTS

While performing the essential functions of this job class, the employee is regularly required to use hands and fingers to operate a variety of objects, tools, equipment, vehicles, and other motorized equipment; flexibility and endurance to stand, climb, stoop, kneel, crawl, bend, walk, reach, and crouch; talk and hear clearly and concisely to communicate with customers, supervisors, and fellow employees on a continuous basis. Employee is regularly required to frequently lift and/or carry and/or move objects weighing up to 25 pounds and occasionally lift and/or move up to 100 pounds. Employee's vision requirements for the performance of required duties include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. In the performance of essential and required duties, an employee is required to climb electric poles and perform duties up to 90 feet above the ground; an employee is required to work around and on live (hot) wires.

TYPICAL WORKING CONDITIONS

Employee performs many assigned duties outdoors in a variety of climatic conditions including exposure to hot and cold temperatures, working in cramped spaces, in traffic, at heights, and underground. Continuous contact with staff and service users; occasional contact with other agencies and businesses as well as the general public.

ELECTRIC SUPERVISOR (Part of Electric Lineworker Series)

Job Description

DEFINITION

To plan, schedule, supervise and participate in the construction, maintenance, repair and operation of designated municipal electrical distribution systems; to plan, schedule, supervise and participate in the repair and maintenance of electrical utility equipment, lines and facilities; to provide technical assistance and resources to assigned staff; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This job class is the first line, working supervisor in the electrical services job series. Employees in this classification perform a variety of specialized and technical functions and are expected to possess in-depth knowledge of electrical utility operations, standards and procedures for a municipal agency. Incumbents in this job class are responsible for the completion and coordination of assigned and ongoing electrical services projects as well as special project activities. In addition to performing the full range of duties assigned to the Electrical Services Line Worker, this job class is also responsible for supervising and training subordinate staff in all day to day activities as well as special projects/assignments and emergency responses. This job class requires a high degree of technical knowledge and expertise as well as organizational, communications and customer service skills.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive general direction from the City Administrator within a framework of established policies and standard operating procedures. Employees in this classification exercise direct supervision over skilled and semi-skilled technical staff, apprentice and clerical positions.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following;

- Plans, schedules, supervises and participates in a wide range of skilled and technical tasks in the construction, installation, maintenance and repair of overhead and underground electrical distribution lines, substations, electrical services equipment and related facilities.
- Coordinates, supervises and monitors the customer service and meter reading/recording functions for the City's electrical utility services to include the maintenance, repair and installation of meters for both residential and commercial services.
- Provides and/or coordinates all training activities for assigned staff to include safety, technical and operations training and education; coordinates, monitors, tests and participates in teaching/mentoring a certified apprenticeship program.
- Inspects electrical transmission/distribution lines, facilities, equipment and work in progress to ensure that proper maintenance and repair are occurring; reviews schedules, timelines, work and equipment usage records to ensure the proper allocation of resources; re-allocates and/or recommends re-allocation of resources as necessary.
- Receives and responds to a variety of customer requests, concerns and complaints regarding electrical utility functions and activities; gathers pertinent data, researches inquiry and initiates appropriate response/action and/or refers customer to an alternative resource.

- Oversees, coordinates and monitors the work of contractors and outside engineers performing new construction or repairs for the City's electrical services projects; inspects work in progress and provides management with updates and status reports.
- Establishes and/or maintains a variety of logs, work orders and records and prepares reports on operations periodically and upon request; reviews and verifies logs and reports completed by subordinate staff to ensure compliance with pertinent regulatory requirements.
- Operates a variety of motorized, power and hand-powered machines and equipment to include line truck, backhoe, front loader, aerial tower truck, jackhammer, tamper, compressor, trencher and forklift.
- Responds to emergency calls on weekends, holidays and evenings as well as being available for standby duty as assigned and as necessary.
- Performs related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted methods, tools and equipment used in the construction, maintenance and repair of electrical transmission/distribution lines, related equipment and facilities.
- Standard and accepted principles and techniques in the construction and repair of high-voltage overhead and underground electrical lines, equipment and facilities.
- Standard and accepted operation and maintenance of a variety of power equipment and vehicles.
- National electrical codes and safety orders.
- Standard and accepted safety practices and standards applicable to high voltage and electrical line work.
- City's operations, policies and procedures as related to assigned duties.
- Standard and accepted principles of supervision and employee training.
- Basic budgeting and control processes and methods.

Ability to:

- Understand, interpret and carry out a wide variety of oral and written instructions in an independent manner.
- Operate a variety of hand powered electrical maintenance and construction equipment in a safe and effective manner.
- Operate a variety of motorized power equipment utilized in the maintenance, construction and repair of electrical distribution lines, equipment, substations and related facilities in a safe and effective manner.
- Perform mathematical calculations including addition, subtraction, multiplication and division.
- Supervise, train and motivate assigned clerical and technical staff in an effective and positive manner.
- Prioritize and schedule workload effectively for self and others.
- Identify problem, research and gather pertinent information, determine alternatives, and initiate/recommend the proper course of action.
- Establish and maintain a variety of administrative records and logs and prepare clear and concise reports.
- Communicate orally and in writing in an effective and tactful manner.

- Provide courteous and positive customer service.
- Perform assigned duties on high poles, in confined spaces and among high voltage/energized power lines in a safe and effective manner.
- Perform assigned duties to include heavy and continuous physical labor in a safe and effective manner for self and others.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standard policy.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these knowledge and abilities would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance.
- The successful completion of an approved apprenticeship program as an electrical line worker.

Experience

- Four (4) years of increasingly responsible experience performing electrical line worker construction, maintenance and repair work including at least two (2) years in a lead capacity.

TYPICAL PHYSICAL REQUIREMENTS

While performing the essential functions of this job class, the employee is regularly required to use hands and fingers to operate a variety of objects, tools, equipment, vehicles and other motorized equipment; flexibility and endurance to stand, climb, stoop, kneel, crawl, bend, walk, reach and crouch; talk and hear clearly and concisely to communicate with customers, supervisors and fellow employees on a continuous basis. Employee is regularly required to frequently lift and/or carry and/or move objects weighing up to 25 pounds and occasionally lift and/or move up to 100 pounds. Employee's vision requirements for the performance of required duties include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. In the performance of essential and required duties, an employee is required to climb electric poles and perform duties up to 90 feet above the ground; and employee is required to work around and on live (hot) wires.

TYPICAL WORKING CONDITIONS

Employee performs many assigned duties outdoors in a variety of climatic conditions including exposure to hot and cold temperatures, working in cramped spaces, in traffic, at heights, and underground. Continuous contact with staff and service users; occasional contact with other agencies and businesses as well as the general public is also required.

MAINTENANCE WORKER I/II

Job Description

DEFINITION

To perform a wide variety of maintenance, repair and construction work on city streets, storm drains, water and sewer system operations, parks, buildings and other city facilities; to assist in the operational support of public wells, sewer treatment plant and related services; to provide efficient customer service and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

Maintenance Worker I

This job class is the entry level in the Maintenance Worker series. This classification is distinguished from the journey level by the performance of the more routine tasks and duties assigned to positions within this job class. Incumbents in this job class are not expected to perform with the same independence of action as journey level employees. Incumbents in this job class may perform the more skilled tasks in a training capacity.

Maintenance Worker II

Incumbents in this classification function at the journey level of job performance and are expected to perform the full range of assigned duties in an independent manner. Incumbents in this classification receive only occasional instruction or assistance as new or unusual situations arise and are fully competent and knowledgeable of the operating procedures and policies within the Public Works department. Although individual positions may be assigned to specialized work units, incumbents in this job class are expected to be cross-trained and fully functional in all areas of public work activities and assignments. Positions within this job class are flexibly staffed and are normally filled by advancement from the entry level.

SUPERVISION RECEIVED

Maintenance Worker I

Employees in this classification receive direct supervision from the Public Works Director or his/her designee within a well-defined framework of established policies and standard operating procedures.

Maintenance Worker II

Employees in this classification receive general supervision from the Public Works Director or his/her designee within a well-defined framework of established policies and standard operating procedures.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Performs a wide range of maintenance, repair and construction activities on city streets, water/sewer systems, storm drains, curbs, sidewalks, parks and other facilities.
- Assists in the performance of operational and monitoring activities in support of the City's water/sewer treatment facilities.
- Repairs and maintains water and wastewater distribution and pumping equipment; repairs leaks; replaces broken lines with appropriate pipes; measures, cuts and threads pipe.
- Maintains and cleans sewer lines; enters manholes to access lines; operates power and hand rodders in the cleaning process.

- Repairs, maintains, constructs and breaks up a variety of paved surfaces; patches and paves utilizing pre-mixed asphalt; breaks up and removes old concrete utilizing a jackhammer and a variety of hand tools; builds forms, mixes and pours new concrete sidewalks, curbs, gutters, drop inlets and catch basins.
- Repairs, maintains, constructs and installs traffic signs; paints curb and traffic markings on streets and intersections utilizing hand brush, roller and/or spray guns; controls traffic in a safe and effective manner.
- Performs a variety of grounds keeping and landscaping activities in the maintenance of city parks, playgrounds and areas surrounding city buildings and other facilities; mows weeds, waters, trims, seeds and fertilizes lawns, turf and planting areas; prunes trees and shrubs utilizing a ladder and /or other climbing equipment.
- Installs and repairs sprinkler systems; removes and replaces sprinkler heads and automatic controllers.
- Performs a variety of unskilled/semi-skilled and heavy physical labor; removes, hauls and dumps trash.
- Operates a variety of motorized, power and hand-powered machines and equipment to include roller, dump truck, backhoe/front loader, jackhammer, tamper, compressor, arc welder, sewer rodder, mower, concrete saw, auger or sand blasting machine, pick-up truck, street sweeper, shovels, rakes, picks, hoes, wrenches, edgers, drills and saws.
- Performs preventative and routine maintenance on assigned vehicles and other motorized and power equipment, notifies appropriate personnel regarding needed repairs and/or other operational problems.
- Identifies a variety of safety/health hazards as well as public works facilities and systems in need of maintenance or repair; notifies appropriate party of potential problems to ensure a timely and effective response.
- Responds to emergency calls on weekends, holidays and evenings as well as being available for standby duty as assigned and as necessary.
- Performs related duties as required.

EMPLOYMENT STANDARDS

Maintenance Worker I

Knowledge of:

- Standard and accepted methods, tools and equipment utilized in the maintenance, repair and construction of a variety of municipal public works operations and facilities.
- Standard and accepted operation and routine maintenance of motorized vehicles and power equipment utilized in the maintenance, repair and construction of a variety of municipal public works operations and facilities.
- Standard and accepted safety procedures applicable to a variety of maintenance and construction activities.

Ability to:

- Understand and carry out a variety of oral and written instructions.
- Learn the City's operations, policies and procedures as they relate to assigned duties.
- Learn the operations and maintenance of city's water and sewer treatment and distribution operations and related systems.

- Learn to operate a variety of light to heavy motorized and power equipment utilized in the maintenance, repair and construction of the City's public works operations and facilities in a safe and effective manner.
- Operate a variety of hand powered maintenance and constructions equipment in a safe and effective manner.
- Perform routine mathematical calculations including addition, subtraction, multiplication and division.
- Maintain routine records and logs.
- Communicate orally in an effective and tactful manner.
- Provide courteous and positive customer service.
- Perform assigned duties to include heavy and continuous physical labor in a safe and effective manner for self and others.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

Maintenance Worker II

In addition to the above knowledge and abilities, this classification also requires:

Knowledge of:

- Water/wastewater treatment plant and systems operations and maintenance.

Ability to:

- Understand and follow a variety of oral and written instructions in an independent manner.
- Operate and maintain the City's water/wastewater treatment plant operations and related systems.
- Operate a variety of motorized power equipment utilized in the maintenance, repair and construction of the City's public works operations and facilities in a safe and effective manner.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standards policy.

TRAINING AND EXPERIENCE

Any combination of training and experience, which would likely provide the required knowledge and abilities, is qualifying. A typical way to obtain this knowledge and ability would be:

Maintenance Worker I

Training

- The successful completion of the twelfth grade to include the ability to read and write at level required for successful job performance.

Experience

- Some prior experience in the construction, maintenance, grounds keeping or landscaping industry.

Maintenance Worker II

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance.

Experience

- Two (2) years of increasingly responsible work equivalent to the duties performed by the Maintenance Worker I with City of Gridley.

TYPICAL PHYSICAL REQUIREMENTS

Required to use hands and fingers to operate a variety of objects, tools, equipment, vehicles and other motorized equipment; stand, climb, stoop, kneel, crawl, bend, walk, reach and crouch; talk and hear clearly and concisely to communicate with customers, supervisors and fellow employees on a continuous basis. Required to frequently lift and/or carry and/or move objects weighing up to 25 pounds and occasionally lift and/or move up to 100 pounds. Employee's vision requirements for the performance of required duties include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

TYPICAL WORKING CONDITIONS

Employee performs many assigned duties outdoors in a variety of climatic conditions including exposure to hot and cold temperatures, working in cramped spaces, in traffic and underground. Continuous contact with staff, service users, other agencies and businesses as well as the general public.

PUBLIC WORKS MAINTENANCE SUPERVISOR

Job Description

DEFINITION

To oversee, coordinate and monitor the City's Public Works maintenance and field construction which includes a variety of maintenance, repair and construction work on City streets, storm drains, water and sewer system operations, parks and other City facilities; to perform the more complex maintenance, repair and construction tasks; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This job class is the working supervisor in the Maintenance Worker series. Incumbents in this classification perform a variety of specialized maintenance functions and are expected to possess in-depth knowledge of Public Works operations, standards and procedures. Incumbents in this job class are responsible for the completion and coordination of assigned and on-going public works programs as well as special project activities. In addition to performing the full range of duties assigned to the Maintenance Worker series, this job class is also responsible for supervising and training subordinate staff in the day to day activities and as assigned. Job duties are performed according to standard and accepted trade practices but with latitude for independent judgment in the determination of work methods and materials to be used.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive general supervision from the Public Works Director within a framework of established policies and standard operating procedures. Employees in this classification exercise direct supervision over Maintenance Worker I, Maintenance Worker II and Senior Maintenance Worker positions.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Coordinates, oversees, monitors and participates in the performance of a wide range of maintenance, repair and construction activities on City streets, water/wastewater plants and systems, storm drains, curbs, sidewalks, parks and other facilities.
- Coordinates, oversees, monitors and participates in the installation of new water and sewer mains and repair of existing mains and service lines as well as the maintenance and cleaning of sewer lines.
- Oversees, coordinates, monitors and participates in the City's water/wastewater treatment plants and related systems operations to ensure that City complies with all pertinent regulations and guidelines.
- Receives and responds to a variety of customer requests, concerns and complaints regarding public works functions and activities; researches inquiry and initiates appropriate response/action and/or refers customer to appropriate resource.
- Supervises, monitors and participates in the repair, maintenance, construction and break up of a variety of paved surfaces; patches and paves new concrete sidewalks, curbs, gutters, drop inlets and catch basins utilizing pre-mixed asphalt.
- Supervises, monitors and participates in the repair, maintenance, construction and installation of traffic signs; painting curb and traffic markings on streets and intersections utilizing hand brush, roller and/or spray guns.

- Supervises, monitors and participates in the performance of a variety of grounds keeping and landscaping activities in the maintenance of City parks, playgrounds, landscape strips and the swimming pool; installing and repairing sprinkler systems.
- Oversees, coordinates and monitors the work of contractors and outside engineers performing new construction or repair for the City's public works projects; inspects work in progress and provides management with updates and status reports.
- Trains subordinate staff in the City's and Public Works' operations, procedures and system maintenance as well as the safe and efficient operation of a variety of motorized vehicles, equipment and machines.
- Establishes and/or maintains a variety of logs, work orders and records and prepares reports on operations periodically and upon request; reviews and verifies logs and reports completed by subordinate staff to ensure compliance with pertinent regulatory requirements.
- Supervises and evaluates assigned work teams to ensure the completion of daily work orders; monitors and inspects completed projects/assignments.
- Operates a variety of motorized, power and hand-powered machines and equipment to include roller, dump truck, backhoe/loader, jackhammer, tamper, compressor, sewer rodder, mower, concrete saw, auger or sand blasting machine, pick-up truck and street sweeper.
- Assists the Public Works Director in administrative and operational functions as assigned; provides backup to the Public Works Director in his/her absence and as necessary.
- Responds to emergency calls on weekends, holidays and evenings as well as being available for standby duty as assigned and necessary.
- Performs related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted methods, tools and equipment utilized in the maintenance, repair and construction of a variety of municipal public works operations and facilities.
- Standard and accepted operation and routine maintenance of motorized vehicles and power equipment utilized in the maintenance, repair and construction of a variety of municipal public works operations and facilities.
- City's operations, policies and procedures as they relate to assigned duties.
- Standard and accepted operations and maintenance of City's water/wastewater treatment plants and related systems.
- Standard and accepted safety procedures applicable to a variety of maintenance and construction activities.
- Basic principles and practices of supervision.

Ability to:

- Understand, carry out and interpret a variety of oral and written instructions in an independent and successful manner.
- Operate a variety of motorized power equipment utilized in the maintenance, repair and construction of the City's public works operations and facilities in a safe and effective manner.
- Operate a variety of hand powered maintenance and construction equipment in a safe and effective manner.
- Perform routine mathematical calculations including addition, subtraction, multiplication and division.

- Identify problem, gather pertinent information and develop alternative solutions, make appropriate recommendation for plan of action.
- Establish and maintain routine records and logs.
- Prepare a variety of administrative documentation, forms and reports.
- Communicate effectively and tactfully in both oral and written forms.
- Provide courteous and positive customer service.
- Perform assigned duties to include heavy and continuous physical labor in a safe and effective manner for self and others.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standard policy.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these knowledge and abilities would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance.

Experience

- At least two (2) years of progressively responsible work experience equivalent to the duties performed by the Senior Maintenance Worker with the City of Gridley and including some supervisory experience.

TYPICAL PHYSICAL REQUIREMENTS

While performing the essential functions of this job class, the employee is regularly required to use hands and fingers to operate a variety of objects, tools, equipment, vehicles and other motorized equipment; flexibility and endurance to stand, climb, stoop, kneel, crawl, bend, walk, reach and crouch; talk and hear clearly and concisely to communicate with customers, supervisors and fellow employees on a continuous basis. Employee is regularly required to frequently lift and/or carry and/or move objects weighing up to 25 pounds and occasionally lift and/or move up to 100 pounds. Employee's vision requirements for the performance of required duties include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. In the performance of essential and required duties, an employee is regularly exposed to hot or cold temperatures, working outdoors and in cramped spaces, underground work and in traffic.

TYPICAL WORKING CONDITIONS

Employee performs many assigned duties outdoors in a variety of climatic conditions including exposure to hot and cold temperatures, working in cramped spaces, in traffic and underground. Continuous contact with staff, service users, other agencies and businesses as well as the general public.

SENIOR MAINTENANCE WORKER

Job Description

DEFINITION

To oversee, monitor and participate in a variety of maintenance, repair and construction work on City streets, storm drains, water and sewer system operations, parks, buildings and other City facilities; to maintain, monitor and oversee the City's well water and wastewater treatment operations and distribution systems; to perform the more complex maintenance, repair and construction tasks and to function as a positive and cooperative team member

DISTINGUISHING CHARACTERISTICS

This job class is the advanced journey level in the Maintenance Worker series. Incumbents in this classification perform a variety of specialized maintenance functions and are expected to possess in-depth knowledge of public works operations, standards, and procedures. Incumbents in this job class are responsible for the performance and completion of assigned and on-going public works programs as well as special project activities. In addition to performing the full range of duties assigned to the Maintenance Worker series, this job class may also be responsible for providing lead direction and training subordinate staff as assigned. Incumbents in this job class may have the day to day responsibility of a designated work area/public works function. Job duties are performed according to standard and accepted trade practices, but with considerable latitude for independent judgment in the determination of work methods and materials to be used.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive general supervision from the Public Works Director within a framework of established policies and standard operating procedures. Employees in this classification exercise technical and functional supervision over Maintenance Worker I and Maintenance Worker II positions.

EXAMPLES OF DUTIES

Duties may include but are not limited to the following:

- Oversees, monitors and participates in the performance of a wide range of maintenance, repair, and construction activities on City streets, water/wastewater distribution operations and systems, storm drains, curbs, sidewalks, parks and other facilities.
- Controls the operations of well water distribution and wastewater treatment and pumping facilities and systems to ensure proper processing of water and wastewater and disposal of sludge and effluent in compliance with all applicable and mandated operating requirements; samples and tests water/wastewater, adjusting chemicals as necessary; verifying and recording results and findings; and preparing necessary and required reports and logs.
- Oversees, monitors, and participates in the installation of new water and sewer mains and repair of existing mains and service lines as well as the maintenance and cleaning of sewer lines.
- Receives and responds to a variety of customer requests, concerns and complaints regarding public works functions and activities; researches answer or refers inquiry to appropriate resource.
- Oversees, monitors and participates in the repair, maintenance, construction and break up of a variety of paved surfaces; patching and paving of new concrete and sidewalks, curbs, gutters, drop inlets and catch basins utilizing pre-mixed asphalt.

- Oversees, monitors and participates in the repair, maintenance, construction and installation of traffic signs; painting curb and traffic markings on streets and intersections utilizing hand brush, roller and /or spray guns; oversees traffic control according to pertinent safety procedures and practices.
- Oversees, monitors, and participates in the performance of a variety of groundskeeping and landscaping activities in the maintenance of City parks, playgrounds, and other landscaped areas; installing and repairing sprinkler systems.
- Establishes and maintains a variety of logs, work orders, and records and prepares reports on operations periodically and upon request.
- Inspects assigned facilities and work areas to identify needed maintenance and repair work, safety or health hazards, and/or unusual operating conditions; diagnoses problem and initiates appropriate response activities.
- Oversees and monitors assigned work teams to ensure the completion of daily work orders; monitors and inspects completed projects/assignments
- Initiates requests for the purchase of necessary equipment, supplies and materials; prepares the purchase requisition and researches costs and availability.
- Operates a variety of motorized, power, and hand-powered machines and equipment to include roller, dump truck, backhoe, front loader, camera truck, hydro flusher, jackhammer, tamper, compressor, sewer rodder, mower, concrete saw, auger or sand blasting machine, pick-up truck and street sweeper.
- Responds to emergency calls on week-ends, holidays and evenings as well as being available for standby duty as assigned and necessary.
- Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted methods, tools and equipment utilized in the maintenance, repair and construction of a variety of municipal public works operations and facilities.
- Standard and accepted operation and routine maintenance of motorized vehicles and power equipment utilized in the maintenance, repair and construction of a variety of municipal public works operations and facilities.
- City's operations, policies and procedures as they relate to assigned duties.
- Standard and accepted operations and maintenance of City's water/wastewater distribution and treatment plant operations and related systems.
- Standard and accepted safety procedures applicable to a variety of maintenance and construction activities.

Ability to:

- Understand, carry out, and interpret a variety of oral and written instructions in an independent and successful manner.
- Operate a variety of motorized power equipment utilized in the maintenance, repair, and construction of the City's public works operations and facilities in a safe and effective manner.
- Operate a variety of hand powered maintenance and construction equipment in a safe and effective manner.
- Perform routine mathematical calculations including addition, subtraction, multiplication and division.

- Establish and maintain routine records and logs.
- Prepare a variety of administrative documentation, forms and reports.
- Communicate effectively and tactfully in both oral and written forms.
- Provide courteous and positive customer service.
- Perform assigned duties to include heavy and continuous physical labor in a safe and effective manner for self and others.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standard policy.
- Possession of a valid Water Treatment Plant Operator's Certificate II issued by the State of California Department of Public Health.
- Possession of a valid Wastewater Treatment Plant Operator's Certificate II issued by the State of California Water Resources Control Board

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these knowledge and abilities would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance.

Experience

- At least two (2) years of progressively responsible work experience equivalent to the duties performed by the Maintenance Worker II with the City of Gridley.

TYPICAL PHYSICAL REQUIREMENTS

While performing the essential functions of this job class, the employee is regularly required to use hands and fingers to operate a variety of objects, tools, equipment, vehicles, and other motorized equipment; flexibility and endurance to stand, climb, stoop, kneel, crawl, bend, walk, reach, and crouch; talk and hear clearly and concisely to communicate with customers, supervisors, and fellow employees on a continuous basis. Employee is regularly required to frequently lift and /or carry and / or move objects weighing up to 25 pounds and occasionally lift and/or move up to 100 pounds. Employee's vision requirements for the performance of required duties include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. In the performance of essential and required duties, an employee is regularly exposed to hot or cold temperatures, working outdoors and in cramped spaces, underground work and in traffic.

TYPICAL WORKING CONDITIONS

Employee performs many assigned duties outdoors in a variety of climatic conditions including exposure to hot and cold temperatures, working in cramped spaces, in traffic and underground. Continuous contact with staff, service users, other agencies and businesses as well as the general public.

TRANSIT VEHICLE OPERATOR

Job Description

DEFINITION

To operate various types of buses through light to heavy city traffic in a safe and prudent manner. Ensures that the highest quality of dial-a-ride bus service is delivered to the transit system's customers. To assist in the operational support of the City's dial-a-ride transit service as well as support for the City's recreation department and Recreation Coordinator. To provide customer service and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This job class functions at the journey level of job performance and incumbents are expected to perform in the full range of assigned duties in an independent manner. Incumbents in this classification receive only occasional instruction or assistance as new or unusual situations arise and are fully competent and knowledgeable of the operating procedures and policies within the Transit Department.

SUPERVISION RECEIVED

Employees in this classification receive general supervision from the City Administrator or his/her designee within a well-defined framework or established policies and standard operating procedures.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Assists customers in a friendly, courteous, helpful manner. This includes assisting persons with disabilities onto and off of the wheelchair lift and with safety restraints, as requested by the customer.
- Acts as front-line point of contact to ensure delivery of quality customer service.
- Complies with all City safety rules and operates assigned vehicle to meet customer standards.
- Complies with all state and local laws pertaining to the operation of buses, traffic and safety.
- Safely and efficiently boards, de-boards and transports customers from one point to another, using a variety of bus types and potentially a 14-passenger paratransit van with an installed wheelchair lift.
- Effectively utilizes customer schedules, and information of choice (i.e., operator handbook) to meet timepoints and to efficiently carry passengers.
- Maintains and accurate daily log of passengers served, miles traveled and service hours; including preparation of a daily vehicle checklist.
- Safely and efficiently utilizes equipment on buses, including lifts, cellular phone, radio, emergency equipment, hatches, rear engine compartment door, etc.
- Maneuvers bus safely and on schedule through busy traffic.
- Performs pre-trip and post-trip inspections to ensure bus and equipment is in safe, proper working condition. Provides documentation of daily inspections through the use of the logbook.
- Communicates detour, accident, and incident information to radio dispatch, and responds to instructions given.
- Makes effective independent decisions and handles conflicts base on experience, training and policies.
- Works a variety of hours, days and shifts, including specified holidays and split shifts.
- Fuels vehicles and secures regular preventative maintenance (such as oil changes) as needed.

- Complies with the Operators Manual.
- Other related duties as assigned.
- Assists the Recreation Coordinator with clerical, office and communications duties as requested.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted methods, tools and equipment utilized in the operations of a paratransit dial-a-ride bus system.
- Standard and accepted operation of motorized vehicles and power equipment utilized in the operations of a paratransit dial-a-ride system.
- Excellent interpersonal and communication skills essential.

Ability to:

- Understand and carry out a variety of oral and written instructions.
- Learn the City's operations, policies and procedures as they relate to assigned duties.
- Learn the operations of the City's dial-a-ride transit system and the maintenance requirements of the City's dial-a-ride transit bus and van.
- Quickly gain a thorough knowledge of all routes and fare structures of all systems.
- Safely operate a bus in stressful situations is required.
- Interact with passengers and traffic in a calm, professional manner at all times while maintaining an on-time route schedule.
- Read, follow, and comprehend paddles, schedules, timetables, detours, bulletins and any other training and job-related information
- Comprehend and complete accident and incident reports.
- Operate all equipment in a safe, efficient and proper manner, including lift, radio, cellular phone, emergency equipment, hatches, rear engine compartment, etc.
- Operate any assigned vehicle and its equipment, including every type of bus and van owned by the City
- Work varied hours, days and shifts, including holidays, Saturdays, Sundays and split shifts.
- Maintain a valid Class B with Passenger endorsed Commercial Driver's License and an excellent driving record.
- Pass an employment physical examination (pre-employment or renewal) including a substance abuse screening.

LICENSES AND CERTIFICATES

- Carries valid Class C, passenger endorsed driver license and City issued CPR and First Aid cards at all times while on duty. (May require Class B driver license.)
- Possession of a safe driving record per the City's driving standards policy.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these knowledge and abilities would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance. (Possible requirement: The incumbent would have had

to successfully complete transit training as required to receive the passenger endorsement for a DMV Class B license.)

Experience

- Prior experience in the dial-a-ride transit industry. Two years of increasingly responsible work equivalent to the duties performed by the Transit Operator with City of Gridley. Must be 21 years of age or older.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods. Kneel, stoop, crawl, bend, reach and crouch. Stand, climb and walk. Push or pull an occupied wheelchair. Lift or carry objects weighing up to 25 pounds frequently and occasionally lift, carry or move up to 100 pounds. Required use of hands, fingers, legs and feet to operate the paratransit vehicles. Talk and hear clearly and concisely to communicate with customers, supervisors and fellow employees on a continuous basis. Employees vision requirements for the performance of required duties include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

TYPICAL WORKING CONDITIONS

Employee performs many of the assigned duties outdoors in a variety of climatic conditions, including exposure to hot and cold temperatures, working in cramped spaces, in traffic and in all types of weather conditions. Continuous contact with staff, service users (riders) other agencies and businesses as well as the general public.

UTILITY TECHNICIAN

Job Description

DEFINITION

To read and record readings of electric and water meters for all City utility customers; to provide a variety of customer services for utility users including service set-ups and shut-offs, delinquency notification; to perform electrical grounds worker duties in support of line crew; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

Incumbents in this classification are expected to perform the full range of assigned duties in an independent manner. Incumbents in this classification receive only occasional instruction or assistance as new or unusual situations arise and are fully competent and knowledgeable of the operating procedures and policies related to both electric and water utility services. In addition to performing ongoing and assigned customer service functions, this job class may assist the line crew as a grounds worker on an as needed basis. This job class requires excellent communication and organizational skills as well as the technical knowledge and skills to effectively provide the necessary customer services.

SUPERVISION RECEIVED

Employees in this classification receive general supervision from the Electrical Supervisor within a well-defined framework of established policies and standard operating procedures.

EXAMPLES OF DUTIES

Duties include, but are not limited to, the following:

- Collects automated meter reading data for both residential and commercial meters for City's water and electric customers.
- Performs Underground Service Alert locating services to identify and accurately mark sewer, water, storm drain and electric facilities, install and remove utility (water and electric) meters, obtain voltage reads, maintain clearances, reports meter malfunctions to appropriate source, ground maintenance at substations and corporation yard.
- Investigates fence permit applications and marks City Right of Way.
- Performs utility turn-ons and turn-offs per work orders; notifies customer of payment delinquency, posts notice, tracks time lines per regulation/guidelines, and terminates service as necessary.
- Acts as a resource and liaison to utility customers; receives complaints, inquiries and/or requests and initiates response and/or refers to appropriate resource.
- Follows up on any billing and/or usage discrepancies/questions; gathers relevant data, investigates and troubleshoots to resolve potential problems or discrepancies.
- Notes and reports any illegal or non-compliance issues/conditions related to utility services and accompanying equipment such as illegal utility connections/reconnections; code violations, and/or unsafe or hazardous conditions; follows up on issues/problems to ensure a successful conclusion.
- Enters new/revised utility account information into electronic data collector; verifies data on existing and new accounts to ensure proper correlation with the City's system.
- Performs a variety of unskilled, semi-skilled and manual labor in support of the electrical line crew and the City's electrical services; hoists and places utility poles in holes; raises and lowers equipment and tools, digs trenches.

- Operates motor vehicles, service truck, performs preventative maintenance and minor repair work on assigned vehicles on an ongoing and as needed basis.
- Operates a variety of equipment and machines such as jackhammer, basic hand tools, personal computer and electronic data collector.
- Assists in a variety of electrical services and/or customer support activities in emergency situations.
- Identifies a variety of safety/health hazards as well as public works facilities and systems in need of maintenance or repair; notifies appropriate party of potential problems to ensure a timely and effective response.
- Responds to emergency calls on weekends, holidays and evenings as necessary.
- Performs related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted meter reading and recording methods and procedures.
- Standard and accepted utility meter and related equipment's maintenance and repair methods and technology.
- Standard and accepted methods, tools, and equipment utilized in the maintenance, repair and construction of a variety of electrical and water services operations and facilities.
- Standard and accepted operation and maintenance of a variety of power equipment and vehicles.
- Standard and accepted safety procedures applicable to a variety of maintenance and construction activities.
- Pertinent regulations and guidelines related to delinquency notification procedures and utility termination processes.
- Personal computers and designated database software.

Ability to:

- Understand and carry out a variety of oral and written instructions in an independent manner.
- Learn the City's operations, policies, and procedures as they relate to assigned duties.
- Operate assigned and specialized trucks/motorized vehicles in a safe and effective manner.
- Perform mathematical calculations including addition, subtraction, multiplication, and division.
- Operate a variety of hand-powered maintenance and construction equipment in a safe and effective manner.
- Maintain routine records and logs and prepare routine reports.
- Communicate orally and in writing in an effective and tactful manner.
- Provide courteous and positive customer service.
- Perform assigned duties to include heavy and continuous physical labor in a safe and effective manner for self and others.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license. (Class B desirable)
- Possession of a safe driving record per the City's driving standard policy.

TRAINING AND EXPERIENCE

Any combination of training and experience, which would likely provide the required knowledge and abilities, is qualifying. A typical way to obtain these abilities and knowledge would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance.

Experience

- At least one (1) year of general labor work including the repair and maintenance of equipment and facilities. Prior experience working in electrical utility services, maintenance, or construction is highly desirable.

TYPICAL PHYSICAL REQUIREMENTS

Required to use hands and fingers to operate a variety of objects, tools, equipment, vehicles, and other motorized equipment; stand, climb, stop, kneel, crawl, bend, walk, reach, and crouch; talk and hear clearly and concisely to communicate with customers, supervisors, and fellow employees on a continuous basis. Required to frequently lift and/or carry and/or move objects weighing up to 50 pounds and occasionally lift and/or move up to 100 pounds. Employee's vision requirements for the performance of required duties include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

TYPICAL WORKING CONDITIONS

Employee performs many assigned duties outdoors in a variety of climatic conditions including exposure to hot and cold temperatures, working in cramped spaces; occasionally required to work in traffic and underground. Employee may occasionally be subject of customer hostility.

City Council Agenda Item #3
Staff Report

Date:	October 7, 2019	<input checked="" type="checkbox"/> Regular
To:	Mayor and City Council	<input type="checkbox"/> Special
From:	City Administrator/Finance Director Paul Eckert and Police Chief Al Byers	<input type="checkbox"/> Closed
Subject:	Approval of Resolution No. 2019-R-023: A Resolution of the City Council of the City of Gridley Approving the Memorandum of Understanding Between the Gridley Police Officers Association and the Gridley City Council	<input type="checkbox"/> Emergency

Recommendation

City staff respectfully requests that the City Council accept the new Memorandum of Understanding (MOU) between the City and the Gridley Police Officers Association (GPOA) by adoption of Resolution No. 2019-R-023.

Background

The City's current MOU with GPOA expired on June 30, 2019. The City's negotiating team, including the Police Chief, Council representatives, and the Administrator and GPOA conducted multiple negotiating sessions regarding a successor agreement and signed a tentative agreement September 20, 2019. The proposed MOU is a three-year contract and contains the following notable changes from the prior agreement: modest compensation adjustments of 3% effective July 1, 2019, 2% effective July 1, 2020, and 2% effective July 1, 2021, and a one-time no cost addition of 32 hours of non-cost leave to be used between January 1, 2020 and December 31, 2020. The GPOA traded a floating holiday for Martin Luther King Jr. Day and increased Step 6 by 2.5%. The remaining substantive provisions of the current MOU remain unchanged. The City has received notice that the GPOA ratified the agreement at a level consistent with City Council provided authorization.

Fiscal Impact

The wages changes and financial impacts for the IBEW, POA, and MMCU are described below. Funds are available for all three groups.

Council Authorized Limit	FY 21 Year (3% IBEW)	FY 22 Year #3 (2%)
<u>Funds</u>	<u>FY 20 Year #1 (3%)</u>	<u>FY 21 Year (2% POA)</u>
Electric	\$45,978	\$47,356.94
Water	\$14,779	\$15,222.61
Sewer	\$14,185	\$14,610.60
<u>General Fund and Misc.</u>	<u>\$128,292</u>	<u>\$88,093.74</u>
Total	\$203,233.74	\$165,283.88
		\$142,859.51

Compliance with City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing effort to be responsive and transparent regarding all business transactions and financial matters.

Attachment - Resolution No. 2019-R-023 with Attachments

**RESOLUTION NO.
2019-R-023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPROVING THE MEMORANDUM
OF UNDERSTANDING BETWEEN THE GRIDLEY POLICE OFFICERS' ASSOCIATION (GPOA) AND THE
GRIDLEY CITY COUNCIL**

WHEREAS, negotiations between the City Council of the City of Gridley and representatives of the GPOA have been conducted regarding wages, hours, and working conditions for certain designated employees of the City of Gridley which negotiations have culminated in the preparation of the Memorandum of Understanding, a copy of which is attached hereto, marked Attachment "A" and incorporated herein;

WHEREAS, the GPOA has ratified the Memorandum of Understanding; and,

WHEREAS, the City Council desires to clarify and affirm the existing benefits for current employees.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Gridley as follows:

1. The Memorandum of Understanding (Attachment "A") between the City of Gridley and the GPOA is hereby approved

I HEREBY CERTIFY that the foregoing resolution was introduced passed and adopted by the City Council of the City of Gridley at a regular meeting held on the 7th day of October, 2019, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST: APPROVE:

Paul Eckert, City Clerk

Bruce Johnson, Mayor

Attachment A



MEMORANDUM OF UNDERSTANDING

City of Gridley
&
Gridley Police Officers Association

July 1, 2019 – June 30, 2022

*October 7, 2019
Resolution No. 2019-R-023*

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 1st day of July 1, 2019, by and between the designated representatives of the **CITY OF GRIDLEY** (a public agency as defined in Section 3501 (c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as the "CITY", and the designated representatives of the **GRIDLEY POLICE OFFICERS' ASSOCIATION** (a recognized employee organization as defined in Section 3501 (b) Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as ASSOCIATION or GPOA. In this document the terms GRILDEY POLICE DEPARTMENT and GRIDLEY-BIGGS POLICE DEPARTMENT (during the term of the contract with the City of Biggs) shall hereinafter be referred to as "DEPARTMENT."

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the CITY, ASSOCIATION and the general public may benefit there from, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of CITY.

NOW THEREFORE, the parties hereto do agree as follows:

TITLE 1. PREAMBLE

1.1 Principles

The parties acknowledge the provisions of Chapter 10 (Section 3500, et. seq.) of Division 4 of Title 1 of the Government Code of the State of California.

1.2 Non-Discrimination

It is the policy of the CITY and ASSOCIATION not to, and neither party will interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, color or national origin.

1.3 City - Association Relations

This Memorandum of Understanding is intended to promote, and shall be so construed and interpreted as to carry out the following general purposes. The CITY and ASSOCIATION agree to promote harmonious relations between the parties and other employee groups; establish and maintain an orderly bargaining procedure; work to provide the best possible service for the general public; prompt and fair disposition of all grievances and disputes; and adhere to this Agreement.

1.4 Rights of Employees

Employees have the right to organize or join employee organizations of their own choice for the purpose of representation on all matters of employer-employee relations. Employees are free to join or not to join an employee organization and shall have the right to refuse to join or participate in the activities of employee organizations. Membership or non-membership in an employee organization is not a condition of employment and the employee will not be granted preferential treatment nor will he/she be withheld for equitable treatment because of either membership or non-membership in such an organization. Each employee has the right to represent himself individually in his employment relations with the CITY. Employees shall not have the right to strike or to recognize a picket line of a labor organization while in the course of the performance of their official duties.

1.5 City Rights

CITY retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by law or this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by CITY include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities, and operations; to direct the work force; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements; to schedule working hours and shifts; to determine the type and scope of work to be performed by CITY's employees and the services to be provided; to classify positions; to determine the methods, processes, means and places of providing services.

1.6 Section Titles

Section Titles in this Agreement are for identification purposes only, and are not to be used for the purpose of interpreting either the intent or the meaning of the language of any section.

TITLE 2. RECOGNITION

2.1 Recognition

The CITY recognizes the Gridley Police Officers' Association, hereinafter referred to as the ASSOCIATION, as the exclusive representative of those employees of the CITY except management or confidential in the DEPARTMENT, consisting of the classifications, Police Sergeant, BINTF Detective, Detective, Police Officer, Public Safety Dispatch and Records Supervisor, Public Safety Dispatcher, and Animal Control Officer. The provisions of this Memorandum of Understanding, hereinafter set forth, shall apply only to those employees of the CITY of Gridley for whom ASSOCIATION is the established exclusive representative.

2.2 Applicability

The provisions of this Agreement shall be limited to their application to employees of CITY in the bargaining unit described in Section 2.1. Wherever the words "employee" and "employees" are used in this Agreement, they shall, unless otherwise noted, be construed to refer only to the employees described in Section 2.1 for whom ASSOCIATION is the exclusive bargaining representative. The respective obligations of the parties herein shall be operative only insofar as ASSOCIATION acts in the capacity of exclusive bargaining representative of said employees.

2.3 Representation

Before any action is taken which could result in possible discharge or other disciplinary action against an employee, the CITY shall provide a written, formal charge, which states:

- The charge;
- The reason for the charge;
- The proposed action to be taken;
- A copy of all materials upon which the charge is based, to the extent that such materials are currently available to the CITY;
- A statement of rights to ASSOCIATION representation;
- A statement of rights to respond.

Any employee, at his request, shall be permitted representation by an ASSOCIATION representative. The foregoing shall apply to disciplinary actions and hearings, providing there is no unreasonable delay in obtaining representation.

2.4 Contract Services

In the event that the CITY negotiates a contract to provide law enforcement services to another public agency, and such contract requires the CITY to hire additional law enforcement personnel, the CITY and ASSOCIATION agree to meet and consult concerning possible modifications to Section 2.1 affecting personnel providing contract services.

TITLE 3. ASSOCIATION SECURITY

3.1 Check off Dues

The CITY shall make monthly payroll deductions of ASSOCIATION dues from the earning of each individual employee who is a member of the ASSOCIATION, and who individually and voluntarily authorizes such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

Monthly payroll deductions shall be made and a check for the total deductions shall be submitted to the ASSOCIATION, within five (5) working days of the date the dues are withheld from the employee's check. The CITY shall notify ASSOCIATION each month at the time of the dues transmittal to ASSOCIATION of any changes since the previous dues transmittal and the reasons therefore.

3.2 Association Information

The CITY shall provide all new employees with ASSOCIATION Membership application forms, payroll deduction authorization forms, and a copy of this Memorandum of Understanding on or before the first day of employment. Such materials will be furnished to the CITY, by the ASSOCIATION.

TITLE 4. ASSOCIATION ACTIVITY

4.1 Association Orientation

The CITY shall give the ASSOCIATION one (1) hour with all new employees for the purpose of explaining CITY policies, ASSOCIATION Contract orientation, and enrollment into the ASSOCIATION. This time shall be compensated for by the CITY and shall be done within five (5) days following the date of hire.

4.2 Lists

On or before January 31st of each year, CITY shall furnish ASSOCIATION with a list showing the name of individual, home address, home telephone number, employment date, and classification of each Police Department employee, and date vacancy filled.

4.3 Non-Discrimination

Neither the CITY, nor the ASSOCIATION, shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of his membership, or non-membership, in ASSOCIATION or his activity on behalf of ASSOCIATION.

4.4 Representatives of Association

The ASSOCIATION's representatives shall be permitted by the CITY to transact ASSOCIATION business on

the premises of the CITY during working hours. Such time shall not interfere with the current work in progress.

ASSOCIATION members shall only transact ASSOCIATION business on the premises of the CITY with approval of the appropriate Supervisor, whose permission shall not be unreasonably denied.

4.5 Bulletin Boards

The CITY agrees to provide adequate space on the bulletin boards, in employee assembly areas, for dissemination of ASSOCIATION information to its members.

4.6 Negotiations

Three (3) ASSOCIATION members shall be allowed time off to meet with CITY to negotiate changes in the Memorandum of Understanding, retirement plan, or new conditions not covered in the Agreement. This time off shall be compensated for by the CITY at the normal rate of pay.

TITLE 5. GRIEVANCE PROCEDURE

5.1 Statement of Intent – Notice

It is the intent of both the ASSOCIATION and the CITY that the processing of disputes through the Grievance Procedure will give meaning and content to the Memorandum of Understanding (M.O.U.) through a concise procedure for resolution of disputes. It is understood and agreed that whenever a provision in this Title refers to an employee filing a grievance, the ASSOCIATION may file such grievance, either on the employee's behalf or on behalf of the ASSOCIATION. In such an event, the processing of the grievance shall comply with all other provisions of this grievance procedure Title. It is therefore the stated purpose of this procedure to:

- Avoid grievances and misunderstandings
- Orally handle as many grievances as possible within the framework of this Agreement
- Expeditiously investigate and quickly dispose of such grievances or problems

The ASSOCIATION and the CITY agree that they will continue to work within the framework of the Agreement to further the above-stated objectives. Should the above fail to resolve a grievance, the following steps shall be utilized to resolve the dispute between the parties. Disputes involving the following subjects shall be determined by the Grievance Procedure established herein:

- Interpretation or application of any of the terms of this Agreement, including Exhibits thereto, Letters of Agreement, informal interpretations and clarifications executed by the ASSOCIATION and the CITY.
- Disputes as to whether a matter is a proper subject for the Grievance Procedure.

Objections or disputes regarding discharge, demotions, or suspensions of any employee are not proper subjects to be determined by the grievance procedure established in Title 5 of this Memorandum of Understanding, but are proper subjects under Title 6 of this Memorandum.

5.2 Step One: Association President

The initial Step in the adjustment of a grievance shall be the presentation of a written grievance to the grievant's supervisor setting forth (1) the action complained of, (2) the rule, procedure or other policy claimed to have been violated or not followed by the action, and (3) the employee's proposed solution, followed by a discussion between the ASSOCIATION president and the immediate Supervisor directly

involved, or Department Head as applicable, who shall answer within five (5) working days. This Step shall be started within fifteen (15) working days of the date of the action complained of, or the date the grievant became aware of the incident, which is the basis for the grievance.

5.3 Step Two: Department Head

If a grievance is not resolved in the initial Step, the Second Step shall be a discussion between either the ASSOCIATION president, or the ASSOCIATION representative, and the Department Head who shall answer within ten (10) working days. This Step shall be taken within ten (10) working days of the date of the immediate Supervisor's answer in Step One.

5.4 Step Three: City Administrator

If a grievance is not resolved in the Second Step, the Third Step shall be presentation of the grievance, in writing, by the ASSOCIATION or its representative to the CITY Administrator who shall answer, in writing, within ten (10) working days. The Third Step shall be taken within ten (10) working days of the date of the answer in Step Two.

5.5 Step Four: City Council

If a grievance is not resolved in the Third Step, the Fourth Step shall be the presentation of the grievance within ten (10) working days by the ASSOCIATION Business Representative to the City Council. The City Council shall meet within fourteen (14) working days of the request, take evidence and reach a majority decision. A majority decision of the quorum of the City Council at such hearing would be binding upon both parties. In considering any grievance brought before the City Council, the City Council may conduct such additional investigation and take such additional evidence as it may desire, in the Council's sole discretion.

5.6 Grievance Processing

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Time limits may be extended by mutual agreement. Any grievance for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure. Time limits shall run from the date when time for disposition expired.

5.7 Enabler Clause

Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the CITY and to have such grievances adjusted without the intervention of ASSOCIATION, provided that the adjustment shall not be inconsistent with this Memorandum of Understanding, and provided, further, the ASSOCIATION or its representative shall be given an opportunity to be present at such adjustment, as an observer only.

TITLE 6. DISCIPLINARY AND COMPLAINT PROCESS

6.1 Citizen Complaints

The CITY and the ASSOCIATION agree that it is in the interest of the CITY, citizens of the CITY of Gridley, and members of the ASSOCIATION that citizens' complaints be investigated promptly and resolved with all due dispatch. In order to accomplish prompt resolution of citizens' complaints, it is agreed that:

- All complaints shall be in writing on a form provided by the Department whenever possible. All complaints shall be investigated, whether written or not.

- Findings will be made on citizen complaints within sixty (60) days of the date the complaint is received.
- The Chief of Police will take such actions as are within his power within said Sixty (60) days whenever possible.

6.2 Pre-Disciplinary Procedures

All pre-disciplinary procedures shall be conducted in accordance with Skelly vs. State Personnel Board and Sections 3300-3311 of the California Government Code known as the "Public Safety Officers Procedural Bill of Rights" and the CITY of Gridley Personnel Rules.

6.3 Right of Appeal

Any regular employee who has completed his initial probationary period shall have the right to appeal a suspension, demotion, or other discipline imposed on that employee to the City Council.

Method of Appeal

A regular employee may file a written notice within seven (7) calendar days, starting from the date of receipt of a decision by the Department Head/City Administrator.

The appeal shall be addressed to the City Council and filed with the City Clerk. The appeal shall set forth the matter appealed from, set forth a statement of the action desired by the appellant and list the reasons for the desired actions. Within seven (7) calendar days after receipt of the appeal, the City Clerk shall inform each member of the City Council, the City Administrator and all other persons named or affected by the appeal.

Notice of Hearing

When an appeal has been filed, a date shall be set for a hearing on the appeal. The date for the hearing shall not be less than ten (10) calendar days from the date of filing of the appeal. The City Clerk shall notify all interested parties of the date, time and place of the hearing.

Hearing (Review of Record)

When an appeal has been filed, the City Council shall review all evidence previously considered and make a final determination of the issue. A new hearing will be held if it is determined that evidence was improperly excluded, or there was a deprivation of due process rights in which case there will be a hearing de novo. Both parties will be allowed to present a brief presentation concerning their interpretation of the record. Hearings shall be closed, unless the appellant files a written request for an open hearing.

Findings

The City Council, within fifteen (15) calendar days after said hearing, shall make a finding. The City Council may:

- follow the recommendations of the City Administrator; or
- reinstate the employee; or
- order any disciplinary action which it judges to be appropriate based on the evidence; or
- re-hear the matter as provided in Title 6; or
- sustain the original discipline action

The final finding of the City Council shall be the final administrative step in the disciplinary appeal

process.

Extension of Time

Any time limit contained in this title may be extended by mutual agreement of the employee and the City Administrator.

TITLE 7. SAFETY

7.1 Prevention of Accidents

The CITY desires to maintain a safe place of employment and to that end the CITY shall make all reasonable provisions necessary for the safety of employees in the performance of their work. The CITY and the ASSOCIATION shall cooperate in promoting the realization of the responsibility of the individual employee and Supervisor with regard to the prevention of accidents, and to that end both parties agree to comply with all State and Federal Health and Safety Laws, rules and resolutions. In the event any applicable State or Federal Health or Safety rules are revised or adopted that conflict with current rules, such rule shall be revised.

7.2 Safety Equipment

The CITY agrees to provide, as needed, the following protective equipment to peace officers, as defined in Section 830.1 and 830.2 of the Penal Code:

Rain Gear	Ballistic Vest	Taser and Associated Equipment
Helmet and Face shield	Baton	
Flashlight	Firearm	
Complete Leather Gear	Chemical Agent and Holder	
Handcuffs	Personal Protective Equipment (PPE)	

The standards for the above equipment provided by the CITY shall be set by the CITY. Each employee shall be issued one of each of the above items. In event of the employee's termination of employment, the items shall be returned to the City in good condition, with normal wear and tear expected. In the event that any CITY issued equipment is damaged during the course of employment and in the normal performance of the employee's duties, it shall be replaced upon the employee returning the damaged equipment to the CITY, with sufficient explanation of the cause of the damage. If equipment is not returned as set forth above, the employee shall pay the CITY the cost of the replacement item.

Members required to carry a firearm may provide their own firearm. Such firearm shall comply with standards set by the CITY. CITY shall provide appropriate ammunition in a reasonable amount.

The BINTF Detective may submit a budget request each year for safety or specialized equipment, not otherwise listed above. The Police Chief may authorize the purchase of such equipment that, in his opinion, is necessary for this assignment. This may include the cost of cellular phone service that exceeds the amount of the CITY payment authorized in Section 18.10.

7.3 Uniforms

The CITY shall pay a uniform allowance to the following ASSOCIATION members: Police Sergeant, Police Officer, Detective, Public Safety Dispatch Supervisor, Public Safety Dispatcher, and Animal Control Officer. The amount of the allowance shall be Nine hundred nineteen dollars (\$919) per year payable in

advance annually with the first payroll cycle in July. The allowance is for application toward the cost of uniforms and uniform and equipment maintenance expenses and for replacement of uniforms due to normal wear. The uniform color shall be as directed by uniform standards in the policy manual.

The uniform allowance shall be adjusted annually to reflect changes in the Consumer Price Index (Urban Wage Earners and Clerical Workers, U.S. City Average) The adjustment will be effective on July 1 of each year based upon the most recent 12-month data reported each June (May to May data). These adjustments will be rounded to the nearest dollar.

Employees hired during the term of this MOU will be provided one complete set of uniforms and related required equipment as per the policy manual. The employee would receive a pro-rata amount of the annual allowance (in full monthly units) on the first regular payroll dated following their hiring date. For example, if an employee is hired on November 15, that employee would receive a uniform and, at the first payroll cycle following employment, the employee would receive 7/12 of the annual uniform allowance for the remainder of the fiscal year.

Employees who separate during the term of this MOU may be required to return a portion of the uniform allowance under the following circumstances:

- If the employee separates between July 1 and December 31, one-half ($\frac{1}{2}$) of the amount paid as the allowance in the first payroll cycle in July will be repaid to the City.
- No return of the annual uniform allowance would be required if the employee separates between January 1 and June 30.

TITLE 8. EMPLOYEE STATUS

8.1 Employee Designation

Employees will be designated as Regular, Probationary or Temporary depending upon the purpose for which they were hired and their length of continuous service with the CITY.

8.2 Employee Defined

A regular employee is defined as an employee who has satisfactorily completed a twelve (12) month probationary period of employment with the CITY, with the exception of employees in the classifications of Police Sergeant and Police Officer who shall have completed an eighteen (18) month probationary period. All promotional appointments shall be subject to a 12-month probationary period.

8.3 Probationary Employee

A probationary employee is defined as an employee hired for a position that has been regularly established and is of indeterminate duration. A probationary employee will receive not less than the minimum rate for the job and will be eligible to accrue sick leave, holiday pay, vacation leave, insurance coverage or items of a similar nature in accordance with personnel rules. Upon satisfactory completion of the probationary service with the CITY, a probationary employee will be given the status of a regular employee. A probationary employee may be terminated at any time during the probationary period, without cause, and the probationary employee shall have no right to appeal the termination.

8.4 Temporary Employee

A temporary employee is defined as an employee hired by the day for occasional or seasonal work for a period not to exceed one hundred and twenty-five (125) days, or 1,000 hours per fiscal year. A

temporary employee will receive not less than the minimum rate for the job but will not be eligible for sick leave pay, holiday pay, vacation pay, insurance coverage, retirement benefits or items of a similar nature. Upon completion of one-hundred twenty-five (125) days, or 1,000 hours, of continuous service with the CITY, within a single fiscal year, a temporary employee will be given the status of probationary employee. If the temporary employee's continuous service is interrupted at any time, he/she will lose the accumulation of hours toward the 1000-hour goal and would not be eligible to receive CITY benefits nor would enter into Probationary Status.

8.5 Regular Part-Time Employee

An employee appointed to fill, on a less than full-time basis, a budgeted position shown in the salary resolution. Any employee hired into a regular part-time position shall be provided all benefits based on a pro-rata basis as compared to the normal work hours for their classification, with the exception of Medical and Dental, which shall be available to the employee, with the CITY and the employee equally share the cost.

TITLE 9. WAGES AND CLASSIFICATIONS

9.1 Wages

Employees shall be paid the wages established for their classifications.

9.2 Pay Day

Wages shall be paid on a bi-weekly basis. Upon request, the City Administrator may approve advances on wages for up to one pay period.

9.3 Wage Schedule

Attached hereto and made a part hereof is Exhibit A, titled "Gridley Police Officers Association Salary Schedule" which shall be effective from July 1, 2019, through June 30, 2022. The schedule is based upon the following adjustments: Effective July 1, 2019 GPOA employees will receive a 3% increase. Effective July 1, 2020 GPOA employees will receive a 2% increase. Effective July 1, 2021 GPOA employees will receive a 2% increase.

Financial Ability to Meet Future MOU Commitments

It is mutually agreed that the City of Gridley may have limited financial ability to fund the implementation of the salary increases for fiscal years 2019-2022; such ability is entirely dependent upon the economic conditions that prevail in the community, and legislative actions of the State of California. The City Administrator and representatives of the GPOA will meet each year, after the adoption of the state budget, to review the status of revenue forecasts associated with property taxes estimates developed by the Butte County Auditor-Controller, sales taxes forecast information generated by the State Board of Equalization, and Motor Vehicle In-lieu reimbursement allocations issued by the State Controller.

Any legislative changes in the allocation formulas used for distributing property taxes, sales taxes or motor vehicle in-lieu fees to the City, that decreases the amount of such revenues received by the City, shall result in the suspension of any salary adjustments associated with the salary increases addressed herein. Further, in the event sales tax receipts received are less than the amount set forth in the adopted budget, such event shall also result in the suspension of any salary adjustments associated with the salary increases referenced in this Memorandum of Understanding. The City will meet with the

GPOA as soon as practical to discuss any such suspension and whether such suspension of salary increases shall become permanent. In the event that there are delays in the adoption of the State Budget, any scheduled salary adjustments resulting from the classification and salary study referenced in this Memorandum of Understanding may be implemented retroactively to the first full pay period in July, except as otherwise provided here.

9.4 Longevity Pay

The following longevity pay applies to all full-time employees within the bargaining unit:

- Effective with an employee's 10th consecutive year of service, one percent (1%) of the employee's gross salary shall be added to that employee's base salary.
- Effective with an employee's 15th consecutive year of service, an additional one percent (1%) of the employee's gross salary shall be added to that employee's base salary for total longevity pay of two percent (2%).
- Effective with an employee's 20th consecutive year of service, an additional one percent (1%) of the employee's gross salary shall be added to that employee's base salary for a total longevity pay of three (3%).

Longevity pay will be effective at the beginning of the month following the applicable anniversary date.

9.5 Field Training Officer (FTO) Pay

Effective July 1, 2011 individuals assigned as Field Training Officers (FTOs) shall receive one hour of base salary per day (calculated at overtime at a rate not to exceed one and one half (1.5) times the base).

FTO pay is in recognition of the additional supervisory time (will routinely require the FTO to work one-hour overtime) to complete the additional administrative documentation.

9.6 Educational Incentive

Effective July 1, 2011 the incentive pay percentages listed below shall be converted to an equivalent flat dollar amount plus \$50 provided the salary increase specified for the first pay period in July 2011 is included in the conversion, and the following adjustments are included in the following flat dollar amounts:

Associates Arts Degree	1%
Bachelor's Degree	2.5%
Master's Degree	5%

The degrees must be issued by a California Community College, State University or a private educational institution approved by the Police Chief.

9.7 Tuition Reimbursement

Positions covered by this agreement shall be eligible to participate in the Tuition Reimbursement program for law enforcement related courses. Advance approval for the course and institution by the Police Chief is required. Courses must be taken outside of regular work hours. The reimbursement may apply to fees and books not to exceed \$500 per year. Reimbursement is to be made following satisfactory completion of the class with a grade of 2.0 or above on a 4-point scale.

TITLE 10. WORK PERIODS/SHIFT SCHEDULING

10.1 Work Period

The work period shall consist of a seven-day work period commencing on Sunday at 12 O'clock midnight, and ending the following Saturday at 12 O'clock midnight. For the purposes of the FLSA and overtime, employees are eligible for overtime for work in excess of forty hours in a work period as provided by the Fair Labor Standards Act. When the use of paid time such as vacation or sick leave is used under this schedule, employee shall use 10-hour increments when on a ten-hour work schedule.

10.2 Work Shifts/Bidding

Shifts will be picked by departmental seniority. An officer cannot pick or stay on a shift with weekends off, for more than six months per year. Shift rotation will be every three months.

The Police Chief has the right to assign officers to the schedule to best fulfill the needs of the Department, for remedial training and/or for disciplinary reasons. The Police Chief may take into consideration training, experience and other factors necessary to provide appropriate staffing for public safety.

10.3 Shift Hours

The standard workweek for employees in the classification of Dispatcher/Records Technician shall be 80 hours per two weeks utilizing 12-hour shifts. The Animal Control Officer shall be forty (40) hours per week, which shall consist of five (5) consecutive workdays and two (2) consecutive days off. A workday for the employees covered by this paragraph shall consist of either twelve (12) or eight (8) consecutive hours within which is included a reasonable lunch period.

The standard workweek for employees in the classifications of Police Officer, Detective and Police Sergeant shall be the 4/10work schedule with the work period for a 4/10 shift being four (4) ten (10) hour work days during a work period.

Except in a declared City emergency, it is agreed that any required change in the days or hours of regular work schedule of an employee covered by this agreement shall entitle affected employee to be paid time and one-half for the first the first affected shift only unless the CITY has given the employee seven (7) days' notice.

Employees may or may not receive consecutive days off during a week in which employees rotate shifts on a department-wide basis. However, such shift rotation shall be no more than four (4) times yearly, unless otherwise agreed upon by the ASSOCIATION and the CITY. At rotation, no employee shall be required to work two (2) shifts with less than eight (8) hours between shifts.

10.4 Overtime Defined

Overtime is defined as time worked in excess of the employee's applicable work period. Overtime shall be computed to the nearest one-quarter hour. Overtime shall be authorized, in advance, by the immediate Supervisor, Department Head or City Administrator.

10.5 Overtime Compensation

Overtime compensation shall be paid/earned at a rate equivalent to one and one-half (1-1/2) times the individual employee's straight time rate of pay.

10.6 Court Overtime

Overtime compensation shall be paid for employees required to appear in court or at an official hearing, in connection with their duties, other than during their normal workday. The minimum time for which overtime shall be paid under this Section is three (3) hours on a non-workday and two (2) hours on a workday.

10.7 Court Overtime (Day Off)

In the event that an individual is subpoenaed to court to testify on his or her day off, special provisions may apply. Normal court appearances are subject to regular overtime provisions. In the event that a court appearance is cancelled after 1700 hours on the previous day, the individual is entitled to two hours of overtime pay, even if no appearance is required.

10.8 Call Back/Vacation Call Out

Any employee who is required to return to work after completion of a shift and after having left work, prior to the beginning of the next shift, or on a day off, shall receive overtime compensation. The minimum time for which overtime shall be paid under this Section is three (3) hours on a non-workday and two (2) hours on a workday.

TITLE 11. PROMOTION AND TRANSFER

11.1 Posting Vacancies

When new jobs or additional jobs are created, or vacancies, other than temporary vacancies occur, which the CITY intends to fill, the CITY shall post vacancy notices on all bulletin boards and a copy shall be provided to the ASSOCIATION. Vacancy notices shall be posted for a period of five (5) working days, and shall set forth the date of the posting the classification and location of the job, its duties, and qualifications required and the rate of pay. Regular employees may submit applications on such jobs to the CITY office and the CITY shall not consider any applications submitted or postmarked more than five (5) working days from the date that the five (5) day posting period expired. In filling jobs, CITY shall give preferential consideration to employees in the order of their CITY seniority.

11.2 Bypass for Lack of Qualifications

Notwithstanding Title 11.1, the CITY need not consider the bid of any employee who does not possess the knowledge, skill, efficiency, attitude, adaptability, ability to work with others and physical ability required for the job on which the bid is made. The CITY shall be the sole judge of the qualifications. When the CITY intends to appoint an employee to a vacancy in preference to an employee with greater seniority as provided in 11.1, the CITY shall notify the ASSOCIATION of its intent prior to such appointments.

11.3 Filling Vacancy

Vacant positions within the bargaining unit shall be filled within 90 days of the created vacancy unless it is impossible, impractical or futile to do so. This shall not, in any way, interfere with CITY's rights to determine staffing levels or other rights set forth in Section 1.5.

TITLE 12. DEMOTION AND LAYOFF

12.1 Notice

When it becomes necessary for the CITY to lay off probationary regular employees, the CITY shall give

employees involved as much notice as possible, but in no event will such employees receive less than two (2) weeks' notice of layoff. Where temporary employees are to be laid off, no notice of layoff need be given.

12.2 Layoff

When it becomes necessary to reduce the work force, layoffs shall be in reverse order of seniority, and senior employees shall be retained, provided they have necessary skill and ability to perform the required work.

TITLE 13. LEAVE OF ABSENCE

13.1 Eligibility

"Leave of Absence" may be granted to regular employees by the CITY Administrator, or his duly authorized representative, for urgent and substantial reasons, providing that adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work. All applications for "Leave of Absence" shall be made in writing except when the employee is unable to do so.

13.2 Periods of Leave

The CITY Administrator may grant a "Leave of Absence" without pay to a regular employee for a period not in excess of ninety (90) days. The City Council may grant an additional "Leave of Absence" without pay to such employee if his personal circumstances and his service to the CITY warrant the granting thereof.

13.3 Status

An employee status as a regular employee will not be impaired by such a "Leave of Absence" and his seniority shall accrue. During the period of a "Leave of Absence", an employee's position and tour of duty will only be filled on a temporary basis.

13.4 Commence and End

A "Leave of Absence" will commence on and include the first workday on which the employee is absent and terminate with, and includes the workday preceding the day the employee returns to work. The conditions under which an employee will be restored to employment on the termination of "Leave of Absence" shall be clearly stated by the CITY on the form on which application for the leave is made.

13.5 Reinstatement

Upon an employee's return to work after a "Leave of Absence", he will be reinstated to his former position and working conditions, except when there has been a reduction of forces or the position has been eliminated during said leave, he will be returned to the position he would have been in had he not been on a "Leave of Absence".

13.6 Termination of Service

If an employee fails to return to work on the first working day after the expiration of this "Leave of Absence", he will be deemed to have resigned from employment with the CITY and his employment will terminate provided, however, that the CITY Administrator may, for good cause shown, authorize an additional five (5) days extension of the "Leave of Absence" provided that application for such extension is made prior to the expiration of his "Leave of Absence".

Any employee who accepts gainful employment while on "Leave of Absence" terminates his employment, unless such employment is approved by the CITY.

13.7 City "Leave of Absence"

Members of ASSOCIATION who are temporarily or permanently appointed to positions within the CITY, but outside the jurisdiction of the ASSOCIATION, shall at their request, receive "Leaves of Absence" for periods not to exceed one (1) year. An employee who is granted such a "Leave of Absence" shall continue to accrue seniority and retain the right to return to his previous classification. However, should the employee successfully seek employment within the jurisdiction of the ASSOCIATION after his "leave" expires, he shall suffer loss of seniority for job bidding purposes only. He shall work within the jurisdiction of ASSOCIATION for a period equal to the time he was outside of the ASSOCIATION jurisdiction to receive his job bidding seniority.

13.8 Military "Leave of Absence"

An employee who leaves his employment with the CITY to enter the Military service or other service, where his rights are protected by Federal and State Law, shall be granted a "Leave of Absence" under the provision of Section 13.1 to 13.6, inclusive. Upon qualifying for re-employment under any such law, and being re-employed, he will be granted a further retroactive "Leave of Absence" to cover the balance of his absence.

13.9 National Guard

An employee attached to the National Guard or Military Reserves, who is required to participate in the annual training encampment, reserve meetings, and/or is called to active duty, shall be so compensated up to thirty (30) calendar days and shall be given up to one hundred eighty (180) days of "Leave of Absence", provided the employee has at least one (1) year of service. Employees shall be placed on "Leave of Absence" only upon receipt of the Order to Duty.

13.10 Funeral Leave

A regular employee shall be granted time off with pay to attend to the funeral of a member of the immediate family. The immediate family shall be limited to: employee's spouse, parents, grandparents, children, grandchildren, brothers, sisters, brother-in-law, sister-in-law, father-in-law, and mother-in-law. Funeral leave shall consist of up to three (3) working days per occasion. In other cases, the CITY Administrator may approve paid funeral leave.

Probationary employees who have not attained regular status shall be allowed time off with pay, as provided for above.

13.11 Jury Duty

Employees called for jury duty, grand jury trial, or inquest shall be granted the necessary time off for this purpose under the following conditions: Employees called for jury duty, grand jury trial, or inquest shall be compensated by the CITY for the difference between his regular wages and any compensation received as a juror. Expenses and travel allowances which are not taxable and payment for jury duty on non-workdays will not be included in computing the remuneration received from the Court.

13.12 Benefits While on Leave

An employee on a "Leave of Absence", as provided herein, shall not accrue vacation or sick leave

benefits nor maintain group insurance coverage. An employee may, however, at his option and expense, maintain his group insurance coverage providing the full monthly premium is received in the Finance Department of the CITY on or before the first day of the month for which the premium is intended. Notwithstanding the above, however, if the "Leave of Absence" is a result of exhaustion of sick leave benefits, an employee's group insurance may be maintained for up to three (3) calendar months on the normal premium-sharing formula, providing the employee pays his share of the premium on a timely basis.

13.13 Application

This Title applies to any and all employees on "Leave of Absence" as of the effective date of this Agreement.

13.14 Employee Obligation to Communicate with Employer While on Leave

Employee shall have the obligation to reasonably communicate with the City when Employee is absent from work due to leave. Employee's obligation to communicate during vacation leave shall be at Employee's reasonable discretion, and shall not be a requirement subject to these provisions. At all other times and for all other types of leave, Employee shall be under a duty to return phone calls and other electronic communications from the City from time to time related to Employee's leave status as well as to respond to the City's questions concerning matters relevant to Employee's job with the City. To the extent physically able to do so, Employee shall be obligated to return phone call promptly and within 24 hours if Employee is unable to respond to the telephone when the call is initially placed. As to other electronic communications, employee shall promptly respond within 24 hours (again, assuming Employee is physically able to do so). Additionally, Employee shall, to the extent physically able to do so, make themselves personally available to discuss with the City Employees job status and matters related thereto as well as to discuss matters relevant to and related to Employee's job with the City. Employee shall report to their regular place of employment or such other location reasonably located within the City as the City may direct from time to time to meet with the City representatives. If Employee is required to physically present themselves, they shall be compensated for time spent during such meetings as if they were actually performing work for the City (even though the purpose of such meetings shall be for purposes of communication and not to perform work). Employee shall physically report for face-to-face communications with the City upon 72 hours or more notification of the City's request for a meeting. Except for vacation leave, the Employee shall provide the City with a current telephone number and mailing address at all times while on leave. Employee's failure to communicate with the City as described above shall be grounds for discipline up to and including termination. Should the employee not respond within 24 hours, the Employer shall first notify the GPOA representative of employee's failure to respond. Subsequent to City notification, the GPOA representative shall have a minimum of one-full regular work day in order to contact said employee in order to open lines of. In the event that the representative is able to open communications between the employee within the one work-day timeframe, the Employer shall take no disciplinary actions against the employee regarding failure to communicate in reasonable and timely fashion.

TITLE 14. SICK LEAVE

14.1 Accumulation

Employees shall earn sick leave at a rate of 8 hours per calendar month of service or pro-rata portion. There shall be no limit to the accrual of unused sick leave.

14.2 Allowance

Sick leave shall be allowed for an absence due to a bona fide illness, off-duty injury, or confinement for medical treatment. A Doctor's certificate, showing proof of illness, may be required by the CITY at any time as appropriate. Any such certification shall be paid by the CITY.

14.3 Workers' Compensation

If an employee is injured on the job and receiving benefits under Workers' Compensation Act, he shall be allowed to use his unused leave benefits in an amount sufficient to provide wages equal to his salary as if he were normally employed, if the employee is not receiving his full wages under the provisions of Labor Code Section 4850; provided, however, that no uniform allowance will be given for any period of time off work where the employee is not required to wear the uniform. This provision will cease when the employee's leave benefits are exhausted.

TITLE 15. HOLIDAYS

15.1 Holiday Entitlement

Effective July 1, 2008 in lieu of compensation for the following holidays, employees may accrue 104 hours of holiday time in a "Holiday Bank". Such Holiday Bank hours shall be used or cashed out no later than June 30th of each year. Cash out requests must coincide with payroll check periods. Any remaining balances shall be forfeited except when community emergencies prevent such use. In that event, the City Council may restore such lost hours with an appropriate time limit. Employees who terminate City service shall be eligible for pay off of any accrued holiday bank hours. The City Administrator is authorized to approve exceptions to the holiday entitlement policy.

Employees required to work one of the following holidays shall receive overtime at a rate equivalent to four (4) hours additional time at the individual employee's straight time rate of pay.

The following holidays are observed by the City of Gridley for which all regular and benefited probationary employees will be entitled to hours in the "Holiday Bank":

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Designated Thursday in November
Day after Thanksgiving	
Last Working Day before Christmas	
Christmas Day	December 25
Last Working Day before New Year's Day	
Floating Holidays (2) (zero (0) for employees hired after July 1, 2011, effective July 1, 2019)	

TITLE 16. VACATIONS

16.1 Vacation Allowance

Each regular employee in the classified service shall be entitled to earn vacation as follows:

<u>Years of Service</u>	<u>Rate in Hours</u>	<u>Max Accrual</u>
0 through 5 years	80 hours per year	160 hours
6 through 10 years	120 hours per year	240 hours
11 through 20 years	160 hours per year	320 hours
20+ years	200 hours per year	400 hours

Earned vacation is credited monthly at rates that are based upon length of continuous employment. Employees who exceed the maximum vacation accrual (for his or her length of employment) will be ineligible to earn additional vacation credit. Monthly vacation accrual will resume after the accumulated balance is reduced below the maximum accrual.

GPOA members shall receive an additional 32 hours of non-cost leave to be used between January 1, 2020 and December 31, 2020.

Unused Vacation

Employees whose employment with the CITY is terminated for any reason shall, at the time of termination, receive pay for any unused vacation hours previously earned, in accordance with the existing personnel rules and regulations.

16.2 Sick Leave

THE CITY shall not require an employee to take vacation in lieu of sick leave or "Leave of Absence" due to illness. Employees may, if they wish, transfer sick leave credit to fellow department employees who have exhausted all their other leave due to illness or accidental injury. Approval of said transfers must be secured from the appropriate department director. Transfers shall be credited in terms of equivalent hourly amounts expressed in dollars.

16.3 Compensatory Time

Employee's accrual of compensatory time will agree with the Fair Labor Standards for State and Local Governments and Schools as follows:

- Regular employees may accrue up to 240 hours of compensatory time.
- Employees in public safety activities and emergency response activities may accrue up to 280 hours of compensatory time. Accrued compensatory time above 280 hours will automatically be cashed out.

TITLE 17. MISCELLANEOUS

17.1 Anti-Abrogation

The CITY shall not, by reason of the execution of this Agreement, abrogate or reduce the scope of any present plan, rule or item which is subject to the Meet and Confer process of the Meyers-Milius-Brown Act, which is not specifically covered by this Agreement.

17.2 Future MOU Amendments – ADA

The CITY and the GPOA shall meet, as needed throughout the contract, to refine and update the wording of the City Personnel Rules and this Memorandum of Understanding to reflect the statutory provisions of the Americans with Disabilities Act. The amended documents will then be submitted to the City Council for adoption.

17.3 Substance Abuse Policy

The CITY and the GPOA have agreed to implement the comprehensive substance abuse and testing policy attached to this Memorandum of Understanding as Exhibit "B".

17.4 Physical Fitness

The CITY desires its employees to remain physically fit and will reimburse GPOA members up to \$25 per month for gym membership. Should a member pay for more than one month at a time (for example, six months in advance) the City will only reimburse that member at a rate of \$25 per month. The City Administrator will have the final approval or disapproval authority of any facility or business selected by the member to ensure the intent of this section is met.

17.5 Personnel Rules

The CITY and ASSOCIATION will review the Personnel Rules and this MOU during its term, and work together in an attempt to combine any language directly related to hours, wages and working conditions that are normally considered to be more appropriate to the MOU than the Personnel Rules.

TITLE 18. BENEFITS

18.1 Medical

City Medical Plans

The City shall provide the following medical plans:

Anthem Blue Cross HMO – High Option (HMO 1 as outlined in 8-11-14 Company provided summary)
Anthem Blue Cross PPO – High Option (PPO 1 as outlined in 8-11-14 Company provided summary)

Employee Contributions

Employees shall contribute the following dollar amounts plus 20% of any premium increase for their selected Blue Cross Plan:

Employee:	\$64.57
Employee + One:	\$104.14
Employee + Family:	\$137.88

In no event shall employee contributions exceed the following monthly contribution:

Employee:	\$100.00
Employee + One:	\$150.00
Employee + Family:	\$200.00

In Lieu Health Plan Contributions

Any employee who submits a written request to waive health insurance coverage and the City contribution to the cafeteria plan may do so provided they have proof of other health insurance coverage. Such employee shall receive fifty-percent (50%) of the 2014 monthly premium value of the plan tier for which the employee waives coverage, i.e. Employee Only (\$728), Employee +1 (\$1460), Family (\$1,897), and this payment shall be allocated to employee's payroll or to one of the City's tax deferred IRS plans provided herein. An employee may opt out of health coverage only during the regular open enrollment period.

18.2 Dental Plan

The CITY agrees to provide and maintain a Group Dental Insurance Program at the agreed-upon level of

benefits and the CITY shall pay 100% of the costs of such coverage for the term of this agreement.

The employee, upon separation, may apply with the City for COBRA benefits for dental insurance. The payment of insurance premiums would be the obligation of the employee upon retirement at the rate described in COBRA for a period of up to 18 months (the available time period is also described by COBRA).

18.3 Life Insurance

The CITY shall provide and maintain a Group Life Insurance with accidental death and dismemberment benefits. The basic amount is \$20,000 for all employees and the premium will be paid by the CITY. In addition, CITY will provide a Standard Insurance Company long-term disability plan having a 90-day elimination period during the term of this Agreement, the full cost of which shall be borne by the CITY.

18.4 Cafeteria Benefit Fund/Health Savings Accounts

IRS 125 Plan

To the extent provided by the applicable IRS regulations, an employee shall have the option to designate salary to the IRS Section 125 Plan during open enrollment for such plan.

Thirty (30) days after separation from employment, unexpended balances in an employee Cafeteria Benefit Account revert to the City. Any funds not requested for reimbursement (for costs incurred during the term of employment) within thirty days of separation are forfeited.

Health Savings Accounts

The City and GPOA agree to continue to meet and discuss retiree health care with the intent of establishing a medical plan savings plan/s such as Health Care Savings Accounts (HSA), Health Care Reimbursement Arrangement (HRA), and Retirement Health Savings Accounts (RHS).

18.5 Deferred Compensation Program

The CITY has established for all employee's voluntary participation in qualified 457 Deferred Compensation programs. The city will match \$25 per month for those GPOA members who contribute at least \$25 per month to the program.

18.6 Incentive Pay

For employees hired prior to July 1, 2011, the incentive pay percentages listed below shall be converted to an equivalent flat dollar amount (provided the salary increase specified for the first pay period in July 2011 is included in the conversion) plus fifty (\$50) dollars per certificate as indicated below:

Sworn Police Personnel (Police Sergeant, Police Officer, Detective, B.I.N.T.F. Detective)

- | | |
|-------------------------------------|-------------------|
| • Intermediate P.O.S.T. Certificate | 2.5% |
| • Advanced P.O.S.T. Certificate | (Additional) 2.5% |

Non-Sworn Police Personnel (Public Safety Dispatcher/Records Technician and Animal Control Officer)

- | | |
|------------------------|-------------------|
| • Intermediate Level * | 2.5% |
| • Advanced Level * | (Additional) 2.5% |

* Qualification for Incentive Pay shall be based upon an equivalent number of training points, education

and experience as follows:

INTERMEDIATE SWORN OFFICER LEVEL

Applicants for the award of Intermediate Certificate shall:

- Satisfy the requirements specified in Regulation Section 9070(d)
- Possess or be eligible to possess the Basic Certificate for the current position
- Satisfy one of the following eligibility combinations:

Degree or Education Points		Law Enforcement Experience		Training Points
Bachelor Degree	and	2 Years	Plus	0
Associate Degree	and	4 Years	Plus	0
45 Education Points	and	4 Years	Plus	45
30 Education Points	and	6 Years	Plus	30
15 Education Points	and	8 Years	Plus	15

ADVANCED SWORN OFFICER LEVEL

Applicants for the award of an Advanced Certificate shall:

- Satisfy the requirements specified in Regulation Section 9070(d)
- Possess or be eligible to possess the Intermediate Certificate for the current position
- Satisfy one of the following eligibility combinations:

Degree or Education Points		Law Enforcement Experience		Training Points
Master Degree	and	4 Years	Plus	0
Bachelor Degree	and	6 Years	Plus	0
Associate Degree	and	9 Years	Plus	0
45 Education Points	and	9 Years	Plus	45
30 Education Points	and	11 Years	Plus	30

INTERMEDIATE DISPATCHER LEVEL

Applicants for the award of a Dispatcher Intermediate Certificate shall:

- Satisfy the requirements specified in Regulation Section 9070(c)
- Possess or be eligible to possess the Dispatcher Basic Certificate for the current position
- Satisfy one of the following eligibility combinations:

Degree or Education Points		Law Enforcement Experience		Training Points
Bachelor Degree	and	3 Years	Plus	0
Associate Degree	and	5 Years	Plus	0
45 Education Points	and	5 Years	Plus	12
30 Education Points	and	7 Years	Plus	11
15 Education Points	and	9 Years	Plus	10

ADVANCED DISPATCHER LEVEL

Applicants for the award of a Dispatcher Advanced Certificate shall:

- Satisfy the requirements specified in Regulation Section 9070(c)
- Possess or be eligible to possess the Dispatcher Intermediate Certificate
- Satisfy one of the following eligibility combinations:

Degree or Education Points		Law Enforcement Experience		Training Points
Master Degree	and	5 Years	Plus	0
Bachelor Degree	and	7 Years	Plus	0

Associate Degree	and	9 Years	Plus	0
45 Education Points	and	9 Years	Plus	12
30 Education Points	and	11 Years	Plus	11

TRAINING POINTS: Eight classroom hours of job-related training approved by the CITY.

EDUCATION POINTS: One semester unit from an accredited college or university.

Training acquired in the basic dispatcher's course may be credited toward the number of training points necessary to obtain the incentive.

To qualify for the incentive, the Dispatcher or Animal Control Officer must have completed a combination of training, education, and experience as previously specified. For example, a Dispatcher must have completed 240 hours of training plus 20 semester units, plus 12 years of experience to be eligible for the Advanced Incentive Compensation as a 12-year veteran employee.

18.7 Canine Officer Compensation

Establishment of Program

This section sets forth the terms and conditions of certain additional compensation to be received by a Canine Officer in the event the CITY establishes a Canine Officer position. The parties agree and understand that the CITY, as a part of its management prerogative, retains full discretion as to whether or not it will implement a Canine Program within DEPARTMENT, retains full discretion as to the manner in which said program will be implemented and retains full discretion to discontinue, terminate, or modify said program after it has been established. Additionally, the parties agree and understand that the CITY retains the discretion, as its management prerogative, to determine who they would select to serve as a Canine Officer within the Gridley-Biggs Police Department (subject only to that officer's agreement to serve in such position) and the CITY further retains full discretion to reassign the duties of the Canine Officer to other personnel within the DEPARTMENT from time to time as the CITY may determine to be in the best interests of the Police Department.

Additional Compensation for Canine Officer

In the event the CITY establishes a Canine Program, the Canine Officer shall be entitled to receive the following additional compensation in exchange for the additional duties to be performed under the Canine Program:

- The Canine Officer shall be compensated for daily grooming and feeding of the Canine at the usual overtime rate of 1-1/2 times the Officer's hourly compensation rate to a maximum of 30 minutes per day.
- The Canine Officer shall be compensated for call outs specifically related to use of the Canine at 1-1/2 times the Officer's hourly compensation rate. Call-out time is to be based on "portal to portal" time service (i.e. from the time the officer begins the call-out service until termination of the call-out service). There shall be no maximum or minimum time to be charged for call-out service specifically related to the Canine service. The call-out provision with respect to the Canine Officer does not apply to other call-out services that are not specifically related to the Canine service (in particular, there is currently a 2-hour minimum for call outs which shall remain unaffected by the special call-out provisions established for Canine service).

18.8. Computer Purchase Program

The City of Gridley has established a computer purchase loan program for its employees. The City

encourages the use of computers by employees, where such use will result in a more efficient use of time and an improved work product. City personnel will have the opportunity to acquire desktop and laptop computers and accessories that will enhance their personal and professional skills.

Participation in the loan program is voluntary and subject to the following conditions:

- Eligible employees may receive a loan of up to \$2,000 (Two Thousand Dollars) for the purchase of a computer (desktop or laptop), printer, digital camera, software and other related equipment as provided under the minimum standards as defined under City policy. The specific items to be purchased must be approved in advance by the City Administrator (or his designee).
- The equipment must meet minimum standards established by the City: Minimum standards are subject to revision by the City as necessary to maintain current technology. Revision to the standards will be via changes to City policy approved by City Council.
- The term of the loan shall be 24 months and interest free. The loan repayment schedule shall generally start with the payroll period following the month in which the City paid for the equipment.
- The Finance Department will deduct payments from the employee's paycheck as provided for in the individual agreement repayment schedule (generally in equal installments). The employee may make payments in excess of the minimum necessary to satisfy the loan in 24 months.
- The loan agreement, included as an exhibit in the original 1998 Resolution No. 47 approving the loan program must be signed. The loan agreement is included in the City policy and may be changed immaterially from time to time based on the circumstances of a particular loan.
- The Security Agreement, included as an exhibit in the original 1998 Resolution approving the loan program must be signed. The Security Agreement is included in the City policy and may be changed immaterially from time to time based on the circumstances of a particular loan to adequately identify the security of the loan.
- The Computer Loan Program was originally incorporated into the MOU between the City and GPOA in the 1998-1999 fiscal year by reference and was previously included as Exhibit D of the 2005-2008 MOU.

18.9 Bilingual Pay

Effective July 1, 2011 Bilingual pay shall be converted to an equivalent flat dollar amount (provided the salary increase specified for the first pay period in July 2011 is included in the conversion) plus Fifty (\$50): An employee shall receive bilingual pay of five percent (5%) of base salary if:

- The CITY determines that bilingual skill in a specific foreign language will improve the operations of the Police Department.
- The employee agrees to utilize his or her bilingual ability on the job.
- The employee is able to demonstrate bilingual proficiency that is satisfactory to the CITY.
- Employees in the positions covered by the Memorandum of Understanding shall be eligible for this pay, upon meeting requirements.

18.10 Cell Phone Allowance

CITY recognizes the value of cell phone service for use by on-duty law enforcement. Effective July 1, 2011, CITY agreed to pay \$40 per month towards a phone service contract held by individuals in the

positions of Police Officer, Detective (assignment), Police Sergeant and Dispatch if:

- The employee has an individual contract with a recognized cell phone company for service (under terms of a master government contract) and agrees to be responsible for any and all other monthly charges in excess of \$40 per month and any charges for equipment.
- The Police Chief may establish reasonable procedures governing the use of these phones during on-duty hours.
- The employee agrees to utilize the phone while on duty for business related uses.
- CITY agrees to pay a \$65 per month allowance for the individual assigned to BINTF. Except for this provision, all other conditions of use of a cell phone included in this section apply to the cell phone provisions for the individual assigned to BINTF. In lieu of the \$65 per month allowance for use of the employee's personal cell phone, the CITY agrees to pay for the entire business-related cost of a CITY provided cellular phone service for the individual assigned to BINTF if they decline to participate in the per month allowance program.
- The individual receiving the cell phone allowance shall be responsible to notify the CITY of changes to their cell phone service including such events as the termination of their service, the change of their cell phone number or their decision not to use their cell phone for business related uses while on duty.

18.11 Vision Plan

The CITY has established a vision plan for members; however, members who desire to participate will bear 100% of their costs.

TITLE 19. RETIREMENT

19.1 Retirement Benefits

Following is a listing of benefits and their availability upon retirement. This listing is not exhaustive and is only provided as a guide relating to sick and vacation accruals (if any) and remaining balances in the cafeteria plan (if any). Where known, other benefits that extend beyond the retirement date of the employee are also included (dental and health insurance).

- Vacation: Balances available at the time of retirement fully accrue to the retiring employee. The employee, at their option, may apply the value equivalent of the vacation accrual to the following:
 - "Cash out" the value of the vacation accrual, less any applicable taxes and deductions. This would apply to anywhere between 0% and 100% of available balances.
 - If the employee has not contributed the maximum allowable for the year to their existing 457 plan, the value of the vacation "cash out" up to the maximum allowable contribution amount may be directed to their 457 deferred income account at ICMA.
 - Dental insurance: The employee, upon separation, may apply with the City for COBRA benefits for dental insurance. The payment of insurance premiums would be the obligation of the employee upon retirement at the rate and duration as described in COBRA.
 - Health Insurance: The employee, upon separation, and not more than 120 days following separation, may apply to continue health insurance coverage available through the City Health Care Provider.

19.2 Sick Leave Pay Off

Sick leave balances are available to an employee only upon the retirement into the CalPERS retirement system within 120 days of retirement from the City.

For those GPOA members hired prior to July 1, 2011, at the time of service retirement, sick leave, which has been accumulated during an employee's tenure with the CITY, shall be available at the current value for any of the following purposes:

- Reimbursed to employee upon retirement separation. Appropriate income taxes per IRS and State of California guidelines will be deducted upon payment of accumulated sick leave. This is not available to employees hired after July 1, 2011.
- Converted to years of service credits under PERS guidelines (all employees)
- Cash out the value of the sick leave accrual, less any applicable taxes and deductions. This would apply to anywhere between 0% and 100% of available balances. This is not available to employees hired after July 1, 2011.

Note: Eligible employees may utilize the above in any combination but only up to the total available accrual at the time of retirement for the employee.

19.3 Public Employees' Retirement System (P.E.R.S.)

Note: The California Public Employees' Pension Reform Act of 2013 (PEPRA), on and after January 1, 2013, requires a public retirement system, as defined, to modify its plan or plans to comply with the act and, among other provisions, establishes new retirement formulas that may not be exceeded by a public employer offering a defined benefit pension plan, setting the maximum benefit allowable for employees first hired on or after January 1, 2013, as a formula commonly known as 2.5% at age 67 for non-safety members, one of 3 formulas for safety members, 2% at age 57, 2.5% at age 57, or 2.7% at age 57.

Retirement benefits shall be provided to eligible employees in accordance with the appropriate contract between the City and the Public Employees Retirement System (PERS).

The use of terms "Classic Member" and "New Member" shall be as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA).

A "Classic Member" is defined as any of the following:

- A new hire that was brought into CalPERS membership for the first time before January 1, 2013.
- 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 qualifying 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" is defined as any of the following:

- 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 a qualifying public retirement system; or

- 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 qualifying public retirement system prior to January 1, 2013, and is not eligible for reciprocity; or
- 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 Retirement Formulas

- The 3% at 50 formula shall be provided for Safety Classic Members hired prior to January 1, 2013.
- The 2% at 55 PERS formula shall be provided for Classic Member employees hired prior to January 1, 2012.

New Member Retirement Formula

- 2.7% at 57 retirement formula shall be provided for all new Safety Member employees.
- 2% at 62 retirement formula shall be provided for all New Member employees.

Employee Contribution

Employees classified as Classic Members shall pay 100% of the member contribution, 9%.

Employees classified as New Members shall pay 50% of the PERS “normal costs” rounded to the nearest quarter of 1 percent (as defined in PEPRA).

Members shall be notified of the monthly contribution rate for the following fiscal year in the first quarter of each calendar year.

All applicable contributions identified shall be made through payroll deduction on a pre-tax basis.

One-Year Final Compensation – Section 20042

The City has previously agreed to and has amended its PERS Agreement for determining the average monthly pay rate when calculating retirement benefits from the 36 highest paid consecutive months to the 12 highest paid consecutive months pursuant to Section 20042 of the PERS Retirement Law effective July 1, 2011. This benefit will only apply to employees hired before July 1, 2011

1959 Survivor Benefit Level 3 – Section 21573

City agrees to pay the two-dollar (\$2) per month employee contribution for the current 1959 Survivor benefit (Level 3) Section 21573 of the PERS Retirement Law effective July 1, 2008.

19.4 Sick Leave Incentive Payment

The CITY agrees to provide a sick leave incentive payment of \$200 per year to permanent full time employees who have not used more than three (3) days of sick leave during the previous 12 months (December 1 - November 30) of continuous employment with the DEPARTMENT. The incentive is payable during the month of December each year.

TITLE 20. SEVERABILITY CLAUSE

20.1 Severability Clause

If any article or section of this Memorandum of Understanding should be found invalid, unlawful, or

unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any article or section, the CITY and the ASSOCIATION agree to meet within thirty (30) days for the purpose of renegotiating said article or section.

TITLE 21. TERM OF AGREEMENT

21.1 Term

This Agreement shall take effect on July 1, 2019 and shall continue in full force and effect through June 30, 2022.

TITLE 22. PAST PRACTICES

22.1 Past Practices

Neither the GPOA (nor other designees of the bargaining unit) nor the CITY shall be bound by any requirement which is not expressly and explicitly stated in this agreement. Specifically, but not exclusively, neither the GPOA nor the CITY shall be bound by any past practices of the CITY or by understandings with any employee or organization unless such past practices or understandings are specifically stated in this agreement.

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF GRIDLEY AND THE GRIDLEY POLICE
OFFICERS ASSOCIATION**

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 8th day of October, 2019.

**GRIDLEY POLICE OFFICERS
ASSOCIATION**

BY: _____

DATED: _____

BY: _____

DATED: _____

BY: _____

DATED: _____

CITY OF GRIDLEY

BY: _____

DATED: _____

EXHIBIT A
Gridley Police Officers Association
Salary Schedule

Schedule of Wage Rates - Sworn Officers

Bargaining Group: GPOA

Effective Date 7-1-2019

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant	5,145	5,402	5,672	5,956	6,254	6,567	6,731
Police Officer	4,267	4,480	4,704	4,939	5,186	5,445	5,581

Certificate and other additional pay

Intermediate POST Certificate - (Flat Rate)

Police Sergeant	161	166	172	178	184	188	191
Police Officer	142	146	151	156	162	164	167

Advanced Certificate in addition to Intermediate (Flat Rate)

Police Sergeant	161	166	172	178	184	188	191
Police Officer	142	146	151	156	162	164	167

Assignment - Detective (5%)

Police Officer	213	224	235	247	259	272	279
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Bilingual Pay (Flat Rate)

Sergeant	271	282	294	306	319	326	333
Police Officer	233	243	252	262	273	279	284

Longevity

<u>1% at 10 years of service</u>							
Police Sergeant	51	54	57	60	63	66	67
Police Officer	43	45	47	49	52	54	56

<u>2% at 15 years of service</u>							
Police Sergeant	103	108	113	119	125	131	135
Police Officer	85	90	94	99	104	109	112

<u>3% at 20 years of service</u>							
Police Sergeant	154	162	170	179	188	197	202
Police Officer	128	134	141	148	156	163	167

Educational incentive pay (Flat Rate)

<u>Associates Arts Degree</u>							
Police Sergeant	94	96	99	101	104	105	107
Police Officer	87	89	90	92	95	96	97

<u>Bachelor's Degree</u>							
Police Sergeant	161	166	172	178	184	188	191
Police Officer	142	146	151	156	162	164	167

<u>Master's Degree</u>							
Police Sergeant	271	282	294	306	319	326	333
Police Officer	233	243	252	262	273	279	284

Schedule of Wage Rates - Sworn Officers

Bargaining Group: GPOA

Effective Date 7-1-2020

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant	5,248	5,510	5,786	6,075	6,379	6,698	6,865
Police Officer	4,352	4,570	4,799	5,039	5,291	5,556	5,695

Certificate and other additional pay

Intermediate POST Certificate (Flat Rate)

Police Sergeant	161	166	172	178	184	188	191
Police Officer	142	146	151	156	162	164	167

Advanced Certificate in addition to Intermediate (Flat Rate)

Police Sergeant	161	166	172	178	184	188	191
Police Officer	142	146	151	156	162	164	167

Assignment - Detective (5%)

Police Officer	218	229	240	252	265	278	285
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Bilingual Pay (Flat Rate)

Sergeant	271	282	294	306	319	326	333
Police Officer	233	243	252	262	273	279	284

Longevity

1% at 10 years of service

Police Sergeant	52	55	58	61	64	67	69
Police Officer	44	46	48	50	53	56	57

2% at 15 years of service

Police Sergeant	105	110	116	122	128	134	137
Police Officer	87	91	96	101	106	111	114

3% at 20 years of service

Police Sergeant	157	165	174	182	191	201	206
Police Officer	131	137	144	151	159	167	171

Educational Incentive Pay (Flat Rate)

Associates Arts Degree

Police Sergeant	94	96	99	101	104	105	107
Police Officer	87	89	90	92	95	96	97

Bachelor's Degree

Police Sergeant	161	166	172	178	184	188	191
Police Officer	142	146	151	156	162	164	167

Master's Degree

Police Sergeant	271	282	294	306	319	326	333
Police Officer	233	243	252	262	273	279	284

Schedule of Wage Rates - Sworn Officers

Bargaining Group: GPOA

Effective Date 7-1-2021

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant	5,353	5,620	5,901	6,196	6,506	6,831	7,002
Police Officer	4,439	4,661	4,894	5,139	5,396	5,666	5,808

Certificate and other additional pay

Intermediate POST Certificate (Flat Rate)

Police Sergeant	161	166	172	178	184	188	191
Police Officer	142	146	151	156	162	164	167

Advanced Certificate in addition to Intermediate (Flat Rate)

Police Sergeant	161	166	172	178	184	188	191
Police Officer	142	146	151	156	162	164	167

Assignment - Detective (5%)

Police Officer	222	233	245	257	270	283	290
----------------	-----	-----	-----	-----	-----	-----	-----

Bilingual pay (Flat Rate)

Sergeant	271	282	294	306	319	326	333
Police Officer	233	243	252	262	273	279	284

Longevity

1% at 10 years of service

Police Sergeant	54	56	59	62	65	68	70
Police Officer	44	47	49	51	54	57	58

2% at 15 years of service

Police Sergeant	107	112	118	124	130	137	140
Police Officer	89	93	98	103	108	113	116

3% at 20 years of service

Police Sergeant	161	169	177	186	195	205	210
Police Officer	133	140	147	154	162	170	174

Educational incentive pay (Flat Rate)

Associates Arts Degree

Police Sergeant	94	96	99	101	104	105	107
Police Officer	87	89	90	92	95	96	97

Bachelor's Degree

Police Sergeant	161	166	172	178	184	188	191
Police Officer	142	146	151	156	162	164	167

Master's Degree

Police Sergeant	271	282	294	306	319	326	333
Police Officer	233	243	252	262	273	279	284

Schedule of Wage Rates - Non-Sworn Employees

Bargaining Group: GPOA

Effective Date 7-1-2019

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Evidence Officer							
Public Safety Dispatcher/							
Animal Control Officer	3,238	3,400	3,570	3,749	3,936	4,133	4,236
Community Service Officer	2,913	3,059	3,212	3,374	3,542	3,719	3,812
Certificate and other additional Pay							
Intermediate POST Certificate or Bilingual Pay (Flat Rate)							
Public Safety Dispatcher/ACO	121	124	128	132	136	138	141
Community Service Officer	121	124	128	132	136	138	141
Advanced Certificate - in addition to Intermediate (Flat Rate)							
Public Safety Dispatcher/ACO	121	124	128	132	136	138	141
Community Service Officer	121	124	128	132	136	138	141
Bilingual Pay (Flat Rate)							
Dispatcher/ACO	192	199	206	214	222	227	231
Community Service Officer	192	199	206	214	222	227	231
Longevity							
<u>1% at 10 years of service</u>							
Public Safety Dispatcher/ACO	32	34	36	37	39	41	42
Community Service Officer	29	31	32	34	35	37	38
<u>2% at 15 years of service</u>							
Public Safety Dispatcher/ACO	65	68	71	75	79	83	85
Community Service Officer	58	61	64	67	71	74	76
<u>3% at 20 years of service</u>							
Public Safety Dispatcher/ACO	97	102	107	112	118	124	127
Community Service Officer	87	92	96	101	106	112	114
Educational Incentive Pay (Flat Rate)							
<u>Associates Arts Degree</u>							
Public Safety Dispatcher/ACO	78	80	81	83	84	85	86
Community Service Officer	78	80	81	83	84	85	86
<u>Bachelor's Degree</u>							
Public Safety Dispatcher/ACO	121	124	128	132	136	138	141
Community Service Officer	121	124	128	132	136	138	141
<u>Master's Degree</u>							
Public Safety Dispatcher/ACO	192	199	206	214	222	227	231
Community Service Officer	192	199	206	214	222	227	231

Schedule of Wage Rates - Non-Sworn Employees

Bargaining Group: GPOA

Effective Date 7-1-2020

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Evidence Officer							
Public Safety Dispatcher/							
Animal Control Officer	3,303	3,468	3,641	3,823	4,014	4,215	4,320
Community Service Officer	2,971	3,120	3,277	3,441	3,612	3,793	3,888
Certificate and other additional Pay							
Intermediate POST Certificate or Bilingual Pay (Flat Rate)							
Public Safety Dispatcher/ACO	121	124	128	132	136	138	141
Community Service Officer	121	124	128	132	136	138	141
Advanced Certificate - In addition to Intermediate (Flat Rate)							
Public Safety Dispatcher/ACO	121	124	128	132	136	138	141
Community Service Officer	121	124	128	132	136	138	141
Bilingual Pay (Flat Rate)							
Dispatcher/ACO	192	199	206	214	222	227	231
Community Service Officer	192	199	206	214	222	227	231
Longevity							
<u>1% at 10 years of service</u>							
Public Safety Dispatcher/ACO	33	35	36	38	40	42	43
Community Service Officer	30	31	33	34	36	38	39
<u>2% at 15 years of service</u>							
Public Safety Dispatcher/ACO	66	69	73	76	80	84	86
Community Service Officer	59	62	66	69	72	76	78
<u>3% at 20 years of service</u>							
Public Safety Dispatcher/ACO	99	104	109	115	120	126	130
Community Service Officer	89	94	98	103	108	114	117
Educational Incentive Pay (Flat Rate)							
<u>Associates Arts Degree</u>							
Public Safety Dispatcher/ACO	78	80	81	83	84	85	86
Community Service Officer	78	80	81	83	84	85	86
<u>Bachelor's Degree</u>							
Public Safety Dispatcher/ACO	121	124	128	132	136	138	141
Community Service Officer	121	124	128	132	136	138	141
<u>Master's Degree</u>							
Public Safety Dispatcher/ACO	192	199	206	214	222	227	231
Community Service Officer	192	199	206	214	222	227	231

Schedule of Wage Rates - Non-Sworn Employees

Bargaining Group: GPOA

Effective Date 7-1-2021

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Evidence Officer							
Public Safety Dispatcher/							
Animal Control Officer	3,369	3,537	3,714	3,900	4,095	4,300	4,408
Community Service Officer	3,031	3,182	3,342	3,510	3,685	3,869	3,966
<u>Certificate and other additional Pay</u>							
Intermediate POST Certificate or Bilingual Pay (Flat Rate)							
Public Safety Dispatcher/ACO	121	124	128	132	136	138	141
Community Service Officer	121	124	128	132	136	138	141
Advanced Certificate - in addition to Intermediate (Flat Rate)							
Public Safety Dispatcher/ACO	121	124	128	132	136	138	141
Community Service Officer	121	124	128	132	136	138	141
Bilingual Pay (Flat Rate)							
Dispatcher/ACO	192	199	206	214	222	227	231
Community Service Officer	192	199	206	214	222	227	231
Longevity							
<u>1% at 10 years of service</u>							
Public Safety Dispatcher/ACO	34	35	37	39	41	43	44
Community Service Officer	30	32	33	35	37	39	40
<u>2% at 15 years of service</u>							
Public Safety Dispatcher/ACO	67	71	74	78	82	86	88
Community Service Officer	61	64	67	70	74	77	79
<u>3% at 20 years of service</u>							
Public Safety Dispatcher/ACO	101	106	111	117	123	129	132
Community Service Officer	91	95	100	105	111	116	119
Educational Incentive Pay (Flat Rate)							
<u>Associates Arts Degree</u>							
Public Safety Dispatcher/ACO	78	80	81	83	84	85	86
Community Service Officer	78	80	81	83	84	85	86
<u>Bachelor's Degree</u>							
Public Safety Dispatcher/ACO	121	124	128	132	136	138	141
Community Service Officer	121	124	128	132	136	138	141
<u>Master's Degree</u>							
Public Safety Dispatcher/ACO	192	199	206	214	222	227	231
Community Service Officer	192	199	206	214	222	227	231

Exhibit B
GRIDLEY POLICE DEPARTMENT SUBSTANCE ABUSE POLICY

PURPOSE

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of management and employees. It is the policy of the Gridley Police Dept. to maintain a safe, healthful, and productive work place for all employees. To that end, the City of Gridley will act to eliminate any substance abuse (alcohol, illegal drugs, and prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale, or tends to undermine public confidence in the City's work force. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, or in not being hired.

POLICY

It is Department policy that employees shall not report to work under the influence of alcohol or drugs, or have the odor of alcohol or drugs on their breath, possess, sell, or provide drugs or alcohol to any other employee or to any person while such employee is on duty or on call, or have their ability to work impaired as a result of the use of alcohol or drugs.

While use of medically prescribed medications and drugs is not, per se, a violation of this policy, failure by the employee to notify his/her supervisor, before beginning work, when taking medications or drugs which may interfere with the safe and effective performance of duties of operation of city equipment can result in discipline up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medication or drugs, clearance from a qualified physician may be required.

The City of Gridley has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors for additional information.

The Department has the right to conduct searches of all items, such as lunch boxes, purses, cars, tool boxes, and brief cases which are brought onto city property, as well as all items of city property, such as city vehicles, desks and lockers, whenever management deems such searches necessary.

Violations of this policy shall be grounds for disciplinary action up to and including discharge for serious or repeated infractions. Any confirmed indication of drug use shall be grounds for removing an employee from a sensitive position. Any Department member may be removed upon confirmation of illegal drug use. Refusal to submit immediately to an alcohol and/or drug analysis when requested by management or a supervisor will constitute insubordination which alone will form a basis for discipline.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and may be instructed to wait for a reasonable time until an authorized city representative can transport the employee from the work site.

EMPLOYEE RESPONSIBILITIES

An employee must:

- not report to work or be subject to duty while his/her ability to perform job duties is impaired due to alcohol or drug use, on or off duty;
- not possess or use or have the odor of alcohol or drugs on his/her breath during working hours, on breaks, during meal periods while on city property in an official capacity or while operating any city vehicle;
- not directly or through a third party sell or provide drugs or alcohol to any person or to any other employee while either employee or both employees are on duty, or "on-call";
- submit immediately to reasonable requests for alcohol and/or drug analysis when requested by a supervisor or manager who has reasonable suspicion employee is under the influence;
- notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of city equipment; and,
- provide within twenty-four (24) hours of request, a current valid prescription for any drug or medication identified when drug screen/analysis is positive. The prescription must be in the employee's name.

MANAGEMENT RESPONSIBILITIES AND GUIDELINES

Managers and supervisors are responsible for consistent enforcement of this policy. Any supervisor who knowingly permits a violation of this policy by employees under his/her direct supervision shall be subject to disciplinary action.

Managers and supervisors may request that an employee submit to a drug and/or alcohol analysis when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonable prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

The manager or supervisor shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of alcohol or drugs. Any manager or supervisor requesting an employee to submit to a drug and/or alcohol analysis shall be responsible for the employee's transport to the designated medical center for administration of the test. Any manager or supervisor encountering an employee who refuses to submit to an alcohol and/or drug analysis shall remind the employee of the requirements and consequences of this policy. An employee shall not be forced to submit to such testing. The manager or supervisor shall be responsible for arranging transportation home for the employee. Managers or supervisors shall not confiscate, without consent, prescription medications from an employee who has a prescription.

PRE-EMPLOYMENT SCREENING

Candidates selected for employment with the Department will be required to submit to a pre-employment physical, therapy evaluation, and a drug and alcohol screening to determine if the candidate is fit to perform the duties of the job for which he/she is applying. All employment applicants for these positions will be informed of the physical and drug/alcohol screening tests in the

job announcements and will be asked to sign a consent form confirming their voluntary participation in these tests as a prerequisite to consideration for employment. A candidate who refuses to submit to any or all of these tests will not be considered for employment with the Gridley Police Department.

A candidate who tests positive for drugs or alcohol will be so informed. The candidate may be allowed to retest. Should the second test also be positive, the candidate will not be considered for that or any other position with the Department.

Should the second test be negative, the candidate will not be disqualified from employment with the Department for drug/alcohol reasons.

FOR CAUSE SCREENING

If a manager or supervisor has a reasonable suspicion based on articulable facts that an employee is unfit to perform the duties of his/her job or is suspected of being under the influence of drugs or alcohol, or that an employee's physical or emotional condition, or drugs or alcohol may be a contributing factor in any work-related accident or injury (hereinafter referred to as a "reasonable suspicion"), the supervisor or manager may direct the employee to submit to a fitness for duty physical examination which may include a physical therapy evaluation, and drug and/or alcohol analysis. In the case of alcohol abuse, an intoxilyzer examination may suffice. Should an intoxilyzer test be administered, the employee may at his/her request have a second test of his/her blood or urine as a back-up.

Should an intoxilyzer test or a fitness for duty exam conclude that an employee is not fit for duty, the employee shall be notified, and the Chief of Police shall be notified at the earliest possible time.

EMPLOYEE DISCIPLINE

The following shall be grounds for discipline:

- An employee who is directed to submit to an intoxilyzer test or fitness for duty examination and willfully refuses or fails to do so.
- An employee refuses to comply with the requests or instructions of the examining physician or person administering the intoxilyzer test.
- An employee tests positive for drugs and/or alcohol on the initial test and/or secondary tests administered.
- An employee was on duty when he/she knew or should have known that he/she was unfit for duty.
- Unlawful possession, distribution, dispensing or manufacturing of controlled substances on duty or within the workplace.

The discipline to be imposed shall depend upon the totality of the circumstances surrounding the violation. Consideration shall be given to the following factors among others:

- Previous discipline.
- The nature and severity of the offense.
- Employee culpability.
- Entry into and successful participation in a rehabilitation program.

The discipline to be imposed may range from reprimand to termination. Unless other circumstances exist that in the opinion of the Department, makes it inappropriate, an employee who has used or been

under the influence of drugs or alcohol may be permitted to participate in a rehabilitation program and be permitted to return to work in accordance with the procedures outlined in the return to work agreement.

RETURN TO WORK AGREEMENT

If one of the grounds for disciplinary action was the use of or being under the influence of drugs or alcohol, the City may require the employee, as a condition of continued employment, to enter into a Return to Work Agreement. The Return to Work Agreement will provide for the protection of the employee's job, provided that:

- the employee enters a drug or alcohol rehabilitation program acceptable to both the City and the employee;
- the employee successfully completes the program within the prescribed time;
- the employee complies with all conditions and directives of the program, including periodic drug testing if applicable;
- and such other provisions as may be agreed upon by the City and the employee.

Failure of the employee to strictly comply with all the terms and conditions of the Return to Work Agreement shall be grounds for termination of employment, or a lesser sanction at the discretion of the City.

TESTING PROCEDURES

Testing for drugs shall be carried out in accordance with guidelines established by the National Institute on Drug Abuse. Testing for alcohol shall be carried out in accordance with the regulations governing forensic alcohol testing in the State of California. These procedures shall provide for confidentiality and integrity of the process to the greatest extent feasible.

CONFIDENTIALITY OF TEST RESULTS

All test results will be kept separate from the employee's personnel file and become part of, but separate from, the employee's normal medical records. The information in this file will only be provided on a strict need-to-know basis and will not be released to any outside agency.

RETURN TO WORK AGREEMENT

The Agreement is hereby entered into between City of Gridley (hereinafter referred to as 'City') and _____ (hereinafter referred to as 'Employee'). The purpose of this Agreement is to assist _____ in solving his/her drug/alcohol problem. This Agreement is in no way intended to restrict rights guaranteed City or Employee pursuant to state or federal laws or to the existing terms and conditions of employment.

City agrees to suspend its action regarding the discipline of _____ as a result of _____.

As a condition to and in consideration for the suspension of disciplinary action, Employee agrees to enroll in, participate in and complete City's designated Employee Assistance Plan (sometimes referred to herein as the 'Plan'). In the event that the Plan provider directs the Employee to participate in a rehabilitation program (sometimes referred to herein as the 'Program'), either in addition to or in place of participation in the Plan, Employee shall, as a condition to the suspension of disciplinary action, participate in and complete such a Program. Any such Program must be approved in advance by City or the Plan provider.

City's Employee Assistance Plan consists of 5 counseling sessions provided to employees to further assess the need for additional treatment. In the event treatment beyond these 5 sessions is directed or required, the cost will be borne by the Employee. Employee will be given 10 weeks in which to successfully complete the Employee Assistance Plan which Employee agrees is a reasonable time in which to complete the Plan. Failure of Employee to successfully complete the Plan within this time period, unless excused for good cause by City or the Plan provider, may constitute a failure to comply with this Agreement. If during or upon completion of the Employee Assistance Plan, the Plan provider determines that Employee requires further treatment, Employee shall be notified, and Employee shall thereupon make such arrangements for such further treatment.

Employee understands and agrees to follow the instructions given by and conditions set by the treatment provider in order to complete the Plan or Program, as the case may be. Employee understands that refusal to cooperate in any way with the Plan or Program provider for purposes of treatment, including failing to attend treatment sessions, will constitute a violation of this Agreement. Employee further understands that City will be in contact with treatment provider in order to verify Employee's compliance with this Agreement and will be entitled to receive, upon request from treatment provider, any documents related to or prepared in conjunction with Employee's treatment. The treatment provider will determine when Employee has successfully completed the Plan or Program. Once City has been notified of Employee's successful completion, City will reinstate Employee to active status with City.

Failure of the Employee to abide by the terms and conditions of this Agreement, or the violation of any term of this Agreement, shall be grounds for the City to reinstate the disciplinary proceedings suspended pursuant to this Agreement. This Agreement in no way limits City's ability to discipline or terminate Employee for conduct arising on or after the date of this Agreement, nor does this Agreement in any way limit City's right to use or make reference to the incident(s) described above as a basis, in

part, to justify a decision to discipline or terminate Employee for conduct arising on or after the date of execution of this Agreement. During Employee's participation in the Plan or Program, Employee will continue to enjoy and receive the rights and entitlements made available through the terms and conditions referred to above.

Employee

City Representative

Date

Date

Employee Representative

Date

Exhibit C**AMENDMENTS TO PERSONNEL RULES APPLICABLE TO GPOA**

CITY and GPOA agree that the following Sections of the Personnel Manual shall be amended as follows:

2.26 Disciplinary Action

Oral reprimand, written reprimand, dismissal, demotion, reduction in compensation, suspension, placement on disciplinary probation or other action taken for disciplinary punitive reasons.

2.48 Reasonable Cause

The condition or conditions existing which may justify the discharge, demotion or suspension of an employee. Reasonable cause may include, but not be limited to the following:

- Neglect of Duty
- Dishonesty
- Being under the influence of alcohol or drug.
- Unlawful use, sale or possession of narcotics or habit-forming drugs
- Unauthorized absence without leave
- Conviction of a felony, or conviction of a misdemeanor, involving moral turpitude. A plea or verdict of guilty or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
- Immorality
- Repeated violation of safety procedures
- Misuse of City property
- Violation of any of the provisions of these rules or departmental rules and regulations
- Other failure of good behavior either during or outside of duty hours which is of such nature that causes discredit to the City
- Refusal to take or subscribe to any oath or affirmation which is required by law in connection with employment
- Fraud in securing appointment
- Insubordination
- Unsatisfactory performance
- Inefficiency
- Disrespectful behavior toward the public, superiors, or other employees

2.63 Disciplinary Probation

A form of Disciplinary Action, as distinguished from the usual probationary period for new or recently promoted employees, for a specified time not to exceed one year. Employees placed on Disciplinary Probation may be dismissed for failure to meet any requirement imposed as a condition to such status.

Exhibit D
Gridley Police Officers Association
Job Descriptions

Animal Control Officer
Community Services Officer
Police Officer
Public Safety Dispatcher
Public Safety Dispatcher & Records Supervisor
Sergeant

ANIMAL CONTROL OFFICER

Job Description

DEFINITION

Under general direction from the Police Chief or his/her designee within a framework of established policies and standard operating procedures, to perform varied and routine non-sworn police work with an emphasis on animal control; enforcement of ordinances governing the licensing, impounding, disposal and quarantine of animals; respond to citizen complaints regarding nuisance or humane investigations; and to perform related work as assigned.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Typical duties may vary from routine, non-sworn animal control and enforcement work to more complex duties of a similar nature
- Patrols the City to enforce City and State animal control ordinances and related laws
- Extensive contact with the general public in matters relating to care, control, maintenance and treatment of animals
- Issues citations
- Takes less complex police reports
- May provide clerical support as needed
- Care for impounded animals and maintains the shelter facility
- Investigates animal bites and completes related reports
- May testify in court and respond to requests for animal control information
- Locate and remove dead animals
- Identifies problems and solutions and makes suggestions and recommendations regarding changes in procedure and policy
- Performs related duties as required

TOOLS AND EQUIPMENT USED

Patrol vehicle, stock trailer, animal capture equipment, police radio, pager, tape recorder, facsimile equipment, telephone, computer aided dispatch equipment, first aid equipment, personal computer.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is frequently required to sit and talk and hear. The employee is frequently required to stand, walk on a variety of surfaces, climb or balance, stoop, kneel, crouch, or crawl; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must routinely be able to lift, pull, push and/or move more than 50 pounds; 100 pounds with assistance, including dead and fractious animals. Specific vision abilities required by this job include close vision, distance vision, color vision, and peripheral vision, and the ability to adjust focus.

WORK ENVIRONMENT

While performing the duties of this job, the employee frequently works in outside weather conditions including rain, heat, and cold. The employee occasionally works near moving mechanical parts and traffic; in high, precarious places; and is occasionally exposed to wet and/or humid conditions, and foul odors. The noise level in the work environment is usually moderate.

EMPLOYMENT STANDARDS

Knowledge of:

- English usage, spelling, and punctuation
- Basic practices and techniques for impounding and caring for a variety of animals
- The geography of the City
- Crime scene preservation and evidence handling techniques
- Animal anatomy, behavior and first aid treatment
- Proper and safe techniques for capturing, impounding, caring for, and disposing of and otherwise handling animals
- Police department procedures related to animal control operations, related laws and City policies and procedures

Ability to:

- Deal tactfully and effectively with the public
- Understand written and oral instructions
- Write clear and accurate reports
- Operate radio, telephone, and Computer-Aided Dispatch equipment
- Work effectively without direct supervision
- Analyze situations and take effective action
- Identify common breeds of dogs, cats, livestock and exotic animals and reptile
- Perform animal capture, impounding, care and handling
- Identify symptoms and behaviors associated with rabies and other common domestic animal diseases
- Perform vigorous physical tasks in the performance of assigned duties

Minimum Qualifications

High school graduation or equivalent and one year of experience in law enforcement or a position involving extensive public contact. Experience that would provide knowledge of basic practices and techniques for impounding and caring for a variety of animals is desirable.

Additional Requirement: Possession of a valid California Driver License.

COMMUNITY SERVICES OFFICER

Job Description

DEFINITION

To assist police officers and the community by promptly responding to non-hazardous calls for service; to carry out assigned community relations efforts; to act as a referral source to other government and private agencies; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from departmental management.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Responds to non-emergency, non-hazardous calls for service.
- Investigates all details of assigned incidents; prepares related reports.
- Compiles information on and reports violations of federal, state and local laws and ordinances.
- Assists when needed to direct traffic; issues non-moving citations and warning notices on vehicles; responds to traffic accidents, provide traffic control, arrange towing, take statements from those involved, and prepare accident diagrams and reports using computerized report program.
- Provides medical assistance as needed at the first-responder level.
- Assists police officers and investigators at crime scenes; assists with the collection of evidence.
- Assists with animal control duties as necessary. Testifies in court as necessary.
- Performs other routine services as required, including but not limited to assisting stranded motorists, assisting with non-violent crowd control, delivering subpoenas, etc.
- Receives and responds to public inquiries, requests for information and assistance.
- Manages the Police Department's evidence system, including evidence handling, storage, record-keeping, inventory control, release and destruction, as well as lost-and-found property.
- Processes abandoned vehicles, including removal, towing and abatement procedures.
- Participates in crime prevention, reduction and education programs; gives presentations to various community, civic and school groups as requested; assists with bicycle safety programs.
- Maintains the department's property inventory records. Attends City and staff meetings as required.
- Maintains assigned vehicle and equipment.
- Participates in Child Safety Seat Restraint Education Program.
- Keeps supervisor informed of problems encountered during assigned shift.

EMPLOYMENT STANDARDS

Knowledge of:

- Pertinent federal, state and local laws, regulations, codes and ordinances.
- Criminal justice or related governmental field.
- Organization and functional responsibilities of a police department. Community services of other public and private agencies.
- The layout of local roads and of the locations and characteristics of various neighborhoods.
- Basic record-keeping and report writing.
- English usage, spelling, grammar and punctuation. Safe work practices.

- Public / community relations techniques.

Ability to:

- Read, learn, understand and apply pertinent federal, state and local laws, rules and regulations.
- Acquire a working knowledge of various criminal and vehicle codes and police report- writing techniques.
- Learn standard police radio procedures and codes.
- Obtain information through interview and observation.
- Observe, remember and recall detailed information, names, faces and facts.
- React quickly and calmly in emergency situations.
- Deal courteously, yet firmly and effectively with the public in police situations. Prepare accurate and detailed records and reports.
- Perform mathematical computations with accuracy.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Learn and utilize new skills and information to improve job performance and efficiency.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain this knowledge and abilities would be:

Training

- Graduation from high school or GED.

Experience

- One year of experience in law enforcement or a position involving extensive public contact or graduate from a POST Academy.

Additional Requirements:

- Possession of a valid California Class "C" driver's license.
- Graduation from a California Basic P.O.S.T. Academy desired.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and equipment hazards, adverse weather conditions, temperature and noise extremes, violence, heights, explosives, fumes, dusts, odors, toxic or caustic chemicals, pathogenic substances, vibration.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk and intermittently walk, stand, run, climb, balance, bend, squat, twist and reach while performing office and field duties; lift and/or move up to 100 pounds of weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment; a telephone to communicate verbally, a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

POLICE OFFICER

Job Description

DEFINITION

To perform a variety of responsible law enforcement and crime prevention functions by patrolling, observing, and protecting assigned areas of the City in a professional and proactive manner; to actively participate in an investigation from its initiation to completion; to act as a positive resource in the community to promote proactive crime prevention, enhance community relations, and provide outreach and support to all citizens; to perform a variety of special assignments in support of the Police Department, the City and its citizens; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This job class is the working journey level of sworn police classifications. Employees in this classification function at the journey level of job performance and are expected to perform the full range of assigned duties in an independent manner. Incumbents in this classification receive only occasional instruction or assistance as new or unusual situations arise and are fully competent and knowledgeable of the professional standards, operating procedures and policies within the Police Department. Although individual positions may be assigned to specialized work units or special projects, employees in this job class are expected to be cross trained and fully functional in all areas of sworn police work activities and assignments. Employees in this job class are subjected to both mental and physical stress as well as exposure to dangerous and uncomfortable situations as a condition of regular work assignments.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive general supervision from a Police Sergeant or his/her designee within a framework of established policies and standard operating procedures. Employees in this classification may provide technical and/or functional supervision when functioning in a special duty/assignment capacity.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Patrols designated areas of the City on foot and in patrol car on an assigned shift to conduct a variety of responsible law enforcement and crime prevention duties;
- Responds to routine or emergency calls for assistance; controls traffic; observes all suspicious activities/persons; and reports to superiors periodically.
- Provides proactive crime prevention and community outreach; acts as a resource to City's citizens and the general public; provides training and education to community regarding police activities and crime prevention techniques; making presentations and serving on committees as assigned.
- Conducts criminal investigations from initiation to the completion of investigation; prepares preliminary reports of incidents and investigations to include documentation; contacts and interviews victims, witnesses, and suspects for details; secures statements; preserves evidence; follows-up on every facet of assigned investigation to ensure all activities and efforts are coordinated and successfully completed.
- Makes arrests and issues citations for violations of pertinent laws and ordinances within standard and accepted laws, policies, and operational regulations.
- Books, transports, and is charged with responsibility for the appropriate care and safety of detained persons.

- Performs a variety of duties, functions and activities as a participant in a special duty assignment such as DARE, School Resource Officer, BINTF, Training Officer, or Canine Patrol; cross trains and maintains expertise in all areas of sworn police activities.
- Observes and notes all unusual or suspicious situations, behaviors and events; reporting these circumstances and/or activities to superior officer and/or following up and gathering pertinent data.
- Controls traffic; stops unsafe and/or illegal drivers; issues traffic citations; investigates causes and results of accidents; renders first aid at the accident scene; serves at first response level to hazardous materials spills and accidents.
- Appears in court to present evidence and testify as to circumstances, occurrences, and the investigative process regarding designated cases; provides information, reports, and documentation to the court and its representatives in support of case development.
- Prepares a variety of administrative reports and documentation of activities such as accident reports, investigation reports, and patrol observations; establishes and maintains files and records in a complete and confidential manner.
- Participates in maintaining order, coordinating and supporting relief efforts, and protecting citizens/general public during a variety of emergency situations.
- Assists and attends to ill and/or injured individuals who may be violent, disruptive, unmanageable, or have a communicable disease; administers first aid, CPR, or other means of assistance and care.
- Performs other related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted law enforcement methodology and techniques to include patrol, crime prevention, and traffic control.
- Pertinent federal, state, and local laws, regulations, and guidelines governing the apprehension, arrest, and custody of persons accused or suspected of committing felonies and misdemeanors
- Rules of evidence pertaining to search and seizure and the preservation and presentation of evidence.
- Proper use and care of firearms and other special equipment utilized by sworn police law enforcement personnel.
- Standard and accepted law enforcement recordkeeping, documentation, and reporting requirements, methods and procedures.
- Community policing philosophy and methodology. Automated safety database and criminal records systems.

Ability to:

- Learn the City and departmental organizational structure, ordinances, policies, and procedures.
- Learn the location and configuration of the City's streets, landmarks, public areas, community facilities, and schools.
- Understand, interpret, and carry out a variety of both oral and written instructions in an independent manner.
- Interview and communicate with a variety of diverse individuals and groups in a positive, persuasive, and effective manner.

- Identify potential problems/hazards, investigate and gather pertinent and relevant data, document conclusions and observations, and present recommendations and/or findings.
- Operate a variety of routine and special law enforcement equipment such as car radio, hand guns and other firearms, handcuffs, batons, tear gas, ammunition, chemical reagents, stroll-a-meter, and a variety of protective devices in a safe and effective manner.
- Utilize a computer and designated software at a level sufficient for successful job performance.
- Prioritize and schedule work load in a timely and effective manner for self and others.
- Establish and maintain a variety of documentation, records and logs.
- Prepare a variety of administrative documentation, forms, and reports.
- Provide courteous and positive community relations and neighborhood outreach. Perform assigned duties to include heavy lifting and sporadic but strenuous physical endeavors in a safe and effective manner.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standard policy.
- Completion of a P.O.S.T. certified Basic Police Academy Program.
- Completion of a P.O.S.T. certified Field Training Program.
- Possession of valid American Red Cross Basic First Aid and CPR Certificates ..

May require:

- Completion of additional designated P.O.S.T. certification in specialized areas of law enforcement or crime prevention pertinent to special duty assignments.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these knowledge and abilities would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance.

Experience

- At least one (1) year of patrol experience with a municipal or county law enforcement agency.

TYPICAL PHYSICAL REQUIREMENTS

While performing the essential functions of this job class, the employee is regularly required to use hands and fingers to operate a variety of objects, tools, equipment, vehicles, and other specialized equipment; flexibility and endurance to stand, climb, stoop, kneel, crawl, bend, walk, reach, and crouch; talk and hear clearly and concisely to communicate with citizens, general public, victims, suspects, witnesses, supervisors, and fellow employees on a continuous basis. Employee is regularly required to lift and/or carry and/or move objects weighing up to 25 to 35 pounds and occasionally lift and/or move individuals weighing more than 165 pounds. Vision requirements for the performance of required duties include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Good vision is defined as 20/100 in each eye correctable to 20/30. Night

vision is also required. Employees are required to be able to detect a variety of odors such as drugs, alcohol, fumes, and hazardous materials spills.

TYPICAL WORKING CONDITIONS

Employee performs many assigned duties outdoors in a variety of climatic conditions including exposure to hot and cold temperatures, working in cramped spaces, and in traffic. The majority of the employee's work time may be spent driving a patrol car. Employee works in a high stress environment and is exposed to hazardous, volatile, and dangerous situations in the performance of required duties. On-going exposure to these types of environments and situations may create a high demand on an employee's physical, mental and emotional well-being. Continuous contact with other staff, citizens, other agencies and businesses as well as the general public.

PUBLIC SAFETY DISPATCHER

Job Description

DEFINITION

To receive and provide the appropriate response to emergency and non-emergency calls for police, fire, EMS/rescue, animal control and after hours public works; to perform a variety of clerical functions in support of police and City operations; to act as a resource to visitors and the general public regarding routine inquiries; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This job class functions at the journey level of job performance. Employees in this classification perform the full range of assigned duties in an independent manner. Employees in this classification receive only occasional instruction or assistance as new or unusual situations arise and are fully competent and knowledgeable of the operating procedures and policies within the City and the Police Department. Employees in this job class are responsible for responding to a wide variety of calls and requests in an appropriate and timely manner which requires a thorough knowledge of public safety dispatch procedures and standards as well as excellent communication and interpersonal skills. Employees in this job class may also be trained in other clerical and recordkeeping functions in order to provide competent back-up and additional administrative/operational support as necessary.

SUPERVISION RECEIVED

Employees in this classification receive general supervision from the Public Safety Dispatch Supervisor within a framework of established policies and standard operating procedures.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Receives emergency and non-emergency calls for police, fire, EMS/rescue, animal control and after-hours public works requests; collects all pertinent information, determines nature and priority of call as well as location of incident, and provides appropriate response.
- Dispatches appropriate emergency or non-emergency service response to requests for assistance; refers callers to appropriate resource as necessary.
- Greets visitors and the general public and answers telephone; provides basic and routine information, takes messages, refers inquiries to appropriate staff/resource, and follows-up to ensure the inquiry has been answered in an appropriate and timely manner.
- Maintains contact with Police Officers in the field; provides records information and responds to requests as necessary.
- Processes a variety of police documentation and forms such as arrest warrants, crime reports, release of impound vehicles, citations, fingerprint cards, and bicycle licenses; verifies accuracy, completeness, and compliance with pertinent guidelines and regulations.
- Maintains and updates specialized police recordkeeping system; files and retrieves information as necessary and upon request; enters and retrieves data from computerized law enforcement network.
- Performs a variety of clerical functions in support of both City and Police Department operations; sorts, processes, and files documentation; types/word processes records, forms, and correspondence; prepares a variety of reports, logs, and receipts; proofs and verifies data.

- Assists citizens and general public at the complaint desk by providing appropriate information and forms for completion; answering questions regarding the accessing of reports and records; receives registrations and other documents for filing and/or distribution.
- Monitors interview areas and holding cell when occupied; assists with the search and booking of suspects and prisoners as necessary and upon request.
- Prepares summary reports on public safety and departmental activities and emergency responses; maintains emergency notification data for City businesses.
- Performs related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted office practices, procedures, and techniques.
- Standard and accepted English usage, spelling, grammar and punctuation.
- Standard and accepted receptionist techniques and telephone etiquette.
- Designated computer software and its applications.
- Standard and accepted radio and telephone communication equipment and radio codes.
- Standard and accepted functions, procedures and practices of public safety operations including police, fire, rescue and paramedic activities.
- Basic laws, regulations and guidelines related to confidentiality issues and the release of information from law enforcement records.

Ability to:

- Learn the City and departmental organizational structure, ordinances, policies, and procedures.
- Learn the location and configuration of the City's streets, landmarks, public areas, community facilities and schools.
- Read and write English at a sufficient level for successful job performance.
- Understand and carry out a variety of both oral and written instructions in an independent manner.
- Interview and communicate with a variety of diverse individuals in a positive, persuasive, and effective manner.
- Type/word process accurately and at a speed sufficient for successful job performance.
- Utilize designated work processing, spreadsheet, database and other specialized software programs accurately and effectively.
- Organize and prioritize a variety of tasks in an effective and timely manner.
- Think clearly in a variety of emergency situations and respond in a timely and calming manner.
- Operate and utilize designated telephone communication and radio equipment and codes in an effective and timely manner.
- Perform mathematical calculations including addition, subtraction, multiplication, and division accurately.
- Operate a variety of office machines and equipment including computer terminal, peripheral equipment, fax machine, teletype machine, copier and calculator.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

LICENSES AND CERTIFICATES

- The ability to successfully obtain a California Law Enforcement Telecommunications System (C.L.E.T.S.) Certificate within one (1) year of employment within this job class.
- The ability to successfully obtain the Emergency Medical Dispatcher Certificate within one (1) year of employment within this job class.
- The ability to successfully complete the P.O.S.T. Basic Dispatcher course within one (1) year of employment within this job class.

TRAINING AND EXPERIENCE

Any combination of education, training, and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance.

Experience

- At least one (1) year of work experience performing clerical, receptionist, or public contact duties, preferably within a police or other public safety agency.

TYPICAL PHYSICAL REQUIREMENTS

Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping, and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required; repeated hand-wrist movement required. Corrected vision to normal range; normal hearing and talking is required for constant radio and telephone communications; ability to write and listen at the same time for timely recording of data; verbal communications required; ability to use a variety of office equipment and machines as referenced. Good memory and recall is necessary for the accurate and timely transfer of information.

TYPICAL WORKING CONDITIONS

Assigned work is normally performed in an office environment. Employee works in a high stress environment and is exposed to emergency and high demand situations in the performance of required duties. Employees may be subject to rotating shifts. Continuous contact with other staff, citizens, other agencies, and businesses as well as the general public.

PUBLIC SAFETY DISPATCH & RECORDS SUPERVISOR

Job Description

DEFINITION

To plan, coordinate, supervise and participate in the maintenance of the public safety/criminal records system and dispatch communications activities for the City; to supervise, train, and evaluate the work of assigned staff; to perform a variety of responsible administrative support functions for the Police Chief; to plan, direct, and supervise assigned special project areas; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This job class functions at the full supervisory level of job performance. This job class performs supervisory, analytical, technical and responsible administrative/secretarial work in support of the City's Police Department. Employees in this classification perform a variety of specialized and technical functions and are expected to possess in-depth knowledge of public safety dispatch, communications, and record keeping operations, standards, and procedures for a municipal public safety agency. Employees in this job class are responsible for the completion and coordination of assigned and on-going services as well as special project activities. In addition to performing the full range of duties assigned to the Public Safety Dispatchers, this job class is also responsible for supervising and training subordinate staff in all day-to-day activities as well as special projects/assignments. This job class requires excellent organizational skills, superior communications and interpersonal skills, and initiative.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive general supervision from the Police Chief within a framework of established policies and standard operating procedures. Employees in this classification exercise direct supervision over assigned clerical and technical employees.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Plans, coordinates, supervises and participates in receiving and initiating the appropriate response to emergency and non-emergency calls for police, fire, EMS/rescue, animal control and after-hours public works requests as well as the dispatching of appropriate emergency or non-emergency service resources to requests for assistance.
- Plans, coordinates, supervises, and participates in the maintenance and updating of the specialized police record keeping system to include the filing and retrieval of information as necessary and upon request and the entering and retrieval of data from a computerized law enforcement network.
- Performs confidential and complex secretarial and administrative duties in support of the Police Chief; initiating, coordinating, and following through on a variety of administrative and operational processes; implementing administrative details not requiring the Police Chief's attention; and representing the Police Chief's office as assigned.
- Plans, directs, coordinates, and supervises the Public Safety Dispatch work unit to include the completion of all work on a daily basis; supervising and training assigned staff in all aspects of the City's and Police Department's operational and administrative processes; and acts as the primary resource regarding all aspects of public safety dispatch, communications, and recordkeeping activities.
- Participates in the development and implementation of relevant policies and procedures; establishes schedules and methodology for the maintenance and management of recordkeeping

- and communication system operations; implements and interprets the operating procedures and submits recommendations for change/modification as necessary and upon request.
- Participates in the recruitment and selection of assigned staff; monitors employee performance; prepares employee performance reviews; provides or coordinates staff training; and implements and/or initiates appropriate disciplinary procedures.
 - Represents Police Chief's office; greeting and screening visitors and telephone calls to the office, providing requested information/support not requiring the Police Chief's attention; sorting and screening incoming mail, responding to requests, initiating correspondence, and disseminating to appropriate staff as necessary; accepts documents for signature and returns to requester in a timely manner.
 - Researches inquiries, compiles pertinent information, and prepares reports, manuals, forms, and statistics in support of the Police Chief's office, public safety operations, and special projects as assigned.
 - Coordinates activities with and provides information to other City departments, outside agencies, citizens, and the general public regarding the City's public safety services and operations as well as acting as liaison between the Police Chief and the above cited entities.
 - Receives and responds to a variety of citizen's requests, concerns, and complaints regarding public safety functions and activities; gathers pertinent data, researches inquiry and initiates appropriate response/action and/or refers citizen to an alternative resource.
 - Monitors interview areas and secure areas when occupied; assists with the search and booking of suspects and prisoners as necessary or upon request.
 - Performs related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted functions, procedures and practices of public safety operations including police, fire, rescue, and paramedic activities.
- Pertinent laws, regulations and guidelines related to confidentiality issues and the release of information from law enforcement records.
- City and departmental organizational structure, ordinances, policies, and procedures. Location and configuration of the City's streets, landmarks, public areas, community facilities, and schools.
- Standard and accepted radio and telephone communication equipment and radio codes.
- Standard and accepted office practices, procedures, and operations.
- Standard and accepted principles and practices of business letter writing and report writing.
- Standard and accepted financial/budgetary systems and procedures.
- Standard and accepted English usage, spelling, punctuation, and grammar,
- Designated and specialized computer software programs and their applications.
- Standard and accepted record keeping practices, guidelines and retention requirements for public safety/police records.
- Standard and accepted principles and practices of supervision and training.

Ability to:

- Understand, interpret, and carry out a variety of both oral and written instructions in an independent manner.
- Plan, organize, supervise, and evaluate the work of others in an effective and positive manner.

- Interview and communicate with a variety of individuals in a positive, persuasive, and effective manner.
- Type/word process accurately and at a speed sufficient for successful job performance.
- Identify problem, gather pertinent data, analyze and evaluate alternatives, and recommend and/or initiate a solution.
- Think clearly in a variety of emergency situations and respond in a timely and calming manner.
- Operate a variety of office machines and equipment including computer terminal, peripheral equipment, fax machine, teletype machine, copier, and calculator.
- Operate and utilize designated telephone communication and radio equipment and codes in an effective and timely manner.
- Perform a variety of mathematical calculations including addition, subtraction, multiplication, and division as well as basic statistical analyses with speed and accuracy.
- Establish and maintain a variety of specialized and confidential recordkeeping systems effectively.
- Operate designated software programs including word processing, spreadsheets, databases, and specialized computerized network systems effectively.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

LICENSES OR CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standard policy.
- Possession of a California Law Enforcement Telecommunications System (C.L.E.T.S.) Certificate.
- Ability to successfully obtain an Emergency Medical Dispatcher Certificate within the first year of employment in this job class.
- Ability to successfully obtain the P.O.S.T. Public Safety Dispatcher Training Certificate within the first year of employment in this job class.

TRAINING AND EXPERIENCE

Any combination of education, training, and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance. An Associate of Arts degree from an accredited college or university is desirable.
- Possession of an associate of arts degree with a major in police science, criminal justice, or a related is highly desirable.

Experience

- At least three (3) years of increasingly responsible criminal records and communications experience in a public safety environment to include at least one (1) year of lead or supervisory experience.

TYPICAL PHYSICAL REQUIREMENTS

Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping, and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required; repeated hand-wrist movement required. Corrected vision to normal range; normal hearing and talking is required for constant radio and telephone communications; ability to write and listen at the same time for timely recording of data; verbal communications required; ability to use a variety of office equipment and machines as referenced. Good memory and recall are necessary for the accurate and timely transfer of information.

TYPICAL WORKING CONDITIONS

Assigned work is normally performed in an office environment. Employee works in a high stress environment and is exposed to emergency and high demand situations in the performance of required duties. Employees subject to the possibility of rotating shifts and on call work. Continuous contact with other staff, citizens, other agencies, and businesses as well as the general public.

SERGEANT

Job Description

DEFINITION

To supervise, train and evaluate the work of assigned police officers in the conduct of all activities; to supervise, monitor and participate in patrolling, observing, and protecting assigned areas of the City in a professional and proactive manner; to coordinate and participate in an investigation from its initiation to completion; to act as a positive resource in the community to promote proactive crime prevention, enhance community relations, and provide outreach and support to all citizens; to perform a variety of administrative functions in support of the Police Department, the City and its citizens; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This job class is the first line, working supervisory classification of sworn personnel in the Police Department. Employees in this classification perform a variety of professional and technical functions and are expected to possess in-depth knowledge of police operations, standards, and procedures. Incumbents in this job class are responsible for the day to day direction and coordination of assigned shifts as well as the on-going supervision of designated Police Officers. In addition to performing the full range of duties assigned to the Police Officer, this job class is also responsible for supervising, counseling, evaluating and training subordinate staff in all day to day activities as well as special duty assignments and emergency responses. This job class requires a high degree of professional and technical knowledge and expertise as well as organizational, communication, and community policing skills.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive general supervision from the Police Lieutenant within a framework of established policies and standard operating procedures. Employees in this classification exercise direct supervision over assigned Police Officers and Reserve Officers as well as technical and functional supervision over shift personnel.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Supervises, oversees, and monitors all field activities during as assigned law enforcement shift
- Inspects officers and disseminates current information prior to initiating patrol activities
- Maintains discipline and ensures that all pertinent laws, regulations, and operating policies/procedures are followed.
- Supervises, monitors and participates in field activities and patrols on designated shift to conduct a variety of responsible law enforcement and crime prevention duties; responds to routine or emergency calls for assistance; controls traffic; observes all suspicious activities/persons.
- Supervises, monitors and participates in providing proactive crime prevention and community outreach; acts as a resource to City's citizens and the general public; provides training and education to community regarding police activities and crime prevention techniques; making presentations and serving on committees as assigned.
- Supervises, monitors and participates in criminal investigations from initiation to the completion of investigation; prepares preliminary reports of incidents and investigations to include documentation; contacts and interviews victims, witnesses , and suspects for details; secures

statements; preserves evidence; follows-up on every facet of assigned investigation to ensure all activities and efforts are coordinated and successfully completed.

- Supervises, evaluates, counsels and trains assigned Police Officers on an on-going basis; provides input into staff development needs; acts as a resource to officers in the performance of field activities and community policing functions; assists officers in conducting the more complex investigations.
- Serves as Training Officer; schedules and coordinates P.O.S.T., outside, and in-service training courses; maintains and up-dates staff training records and documentation; and prepares requisitions for course fees/per diems.
- Makes arrests and issues citations for violations of pertinent laws and ordinances within standard and accepted laws, policies, and operational regulations.
- Books, transports, and is charged with responsibility for the appropriate care and safety of detained persons
- Controls traffic; stops unsafe and/or illegal drivers; issues traffic citations; investigates causes and results of accidents; renders first aid at the accident scene; may serve at first response level to hazardous materials spills and accidents
- Assists in conducting internal affairs and background investigations and responds to citizen's complaints as assigned and on an as needed basis
- Plans, directs, coordinates, and participates in providing law enforcement and security operations for designated public/community events.
- Appears in court to present evidence and testify as to circumstances, occurrences, and the investigative process regarding designated cases; provides information, reports, and documentation to the court and its representatives in support of case development.
- Prepares a variety of administrative reports, memoranda, correspondence, and documentation; establishes and maintains files and records in a complete and confidential manner.
- Participates in maintaining order, coordinating and supporting relief efforts, responding to hazardous materials spills, and protecting citizens/general public during a variety of emergency situations.
- Assists and attends to ill and/or injured individuals who may be violent, disruptive, unmanageable, or have a communicable disease; administers first aid, CPR, or other means of assistance and care.
- Represents the City's Police Department to the community, neighborhoods, other agencies, businesses, and the general public.
- Performs other related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted law enforcement methodology and techniques to include patrol, crime prevention, and traffic control.
- Standard and accepted criminal investigative techniques and methodology to include crime scene investigation, interrogation, fingerprinting and arrests.
- Pertinent federal, state, and local laws, regulations, and guidelines governing the apprehension, arrest, and custody of persons accused or suspected of committing felonies and misdemeanors.
- Rules of evidence pertaining to search and seizure and the preservation and presentation of evidence.

- Proper and safe use and care of firearms and other special equipment utilized by sworn police law enforcement personnel.
- Standard and accepted law enforcement recordkeeping, documentation, and reporting requirements, methods and procedures.
- Community policing philosophy and methodology.
- Automated safety dispatch and criminal records systems.
- Standard and accepted principles and practices of employee supervision, evaluation, and training.
- City and departmental organizational structure, ordinances, policies, and procedures.
- Location and configuration of the City's streets, landmarks, public areas, community facilities, and schools.

Ability to:

- Understand, interpret, and carry out a variety of both oral and written instructions in an independent manner.
- Interview and communicate with a variety of individuals and groups in a positive, persuasive, and effective manner.
- Supervise and evaluate the work of others in an effective, productive and positive manner.
- Identify and analyze problem/situation in a timely and accurate manner; gather and research pertinent data/information; evaluate facts, evidence, and alternatives; and recommend appropriate course of action.
- Operate a variety of routine and special law enforcement equipment such as car radio, hand guns and other fire arms, handcuffs, batons, tear gas, ammunition, chemical reagents, stroll-a-meter, and a variety of protective devices in a safe and effective manner.
- Utilize a computer and designated software at a level sufficient for successful job performance.
- Prioritize and schedule work load in a timely and effective manner for self and others.
- Establish and maintain a variety of documentation, records and logs.
- Prepare a variety of administrative documentation, forms, and reports.
- Provide courteous and positive community relations and neighborhood outreach.
- Perform assigned duties to include heavy lifting and sporadic but strenuous physical endeavors in a safe and effective manner.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standard policy.
- Completion of a P.O.S.T. certified Basic Police Academy Program.
- Completion of a P.O.S.T. certified Field Training Officer Program.
- Completion of the American Red Cross Basic First Aid and CPR Certificates
- Ability to successfully obtain the P.O.S.T. Intermediate Certification during the first year of employment in this job class.
- Ability to successfully obtain the P.O.S.T. Supervisory Certification during the first two (2) years of employment in this job class.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these knowledge and abilities would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance.
- Possession of an associate of arts degree with a major in police science, criminal justice, or a related field or significant coursework in law enforcement is desirable.

Experience

- At least three (3) years of work experience with a California law enforcement agency performing patrol operations and including at least one (1) year of service with the Gridley Police Department.

TYPICAL PHYSICAL REQUIREMENTS

While performing the essential functions of this job class, the employee is regularly required to use hands and fingers to operate a variety of objects, tools, equipment, vehicles, and other specialized equipment; flexibility and endurance to stand, climb, stoop, kneel, crawl, bend, walk, reach, and crouch; talk and hear clearly and concisely to communicate with citizens, general public, victims, suspects, witnesses, supervisors, and fellow employees on a continuous basis. Employee is regularly required to lift and/or carry and/or move objects weighing up to 25 to 35 pounds and occasionally lift and/or move individuals weighing more than 165 pounds. Vision requirements for the performance of required duties include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Good vision is defined as 20/100 in each eye correctable to 20/30. Night vision is also required. Employees are required to be able to detect a variety of odors such as drugs, alcohol, fumes, and hazardous materials spills.

TYPICAL WORKING CONDITIONS

Employee performs many assigned duties outdoors in a variety of climatic conditions including exposure to hot and cold temperatures, working in cramped spaces, and in traffic. The majority of the employee's work time may be spent driving a patrol car. Employee works in a high stress environment and is exposed to hazardous, volatile, and dangerous situations in the performance of required duties. On-going exposure to these types of environments and situations may create a high demand on an employee's physical, mental and emotional well-being. Continuous contact with other staff, citizens, other agencies and businesses as well as the general public.

City Council Agenda Item #4

Staff Report

Date: October 7, 2019

To: Mayor and City Council

From: Paul Eckert, City Administrator/Finance Director

Subject: Approval of Resolution No. 2019-R-024: A Resolution of the City Council of the City of Gridley Adjusting Compensation for Management, Mid-Management, Confidential and Unrepresented Employees

<input checked="" type="checkbox"/>	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully requests that the City Council adopt Resolution No. 2019-R-024 regarding employment conditions for Management, Mid-Management, Confidential and Unrepresented employees (MMCU).

Background

The City's current resolution with the MMCU expired on June 30, 2019. Due to the current circumstance of all Department Directors being on limited-time contracts or being vacant, Department Directors and the Administrator WILL NOT receive increases. The City has completed salary and benefit discussions with the GPOA and the IBEW in late September. In an effort to encourage promotion and retention of experienced City staff, the City's Management positions have specified and set gaps between Union subordinates and respective management positions. The proposed attachment contains modest adjustments for the Police Lieutenant, Assistant Finance Director, and the Recreation Coordinator of 3% effective July 1, 2019, 3% effective July 1, 2020 and 3% effective July 1, 2021. These adjustments will keep these supervisors at a set difference from their subordinate employees. A floating holiday has been traded for the new Martin Luther King Jr. holiday. The remaining substantive provisions of the current resolution remain unchanged. Finally, it should be emphasized that the attached Resolution results in an approximate decrease of \$30,000 in the permanent Police Chief's wages, including a significant salary reduction and the elimination of all certification pay. The clearly defined and set wage differences from their subordinates, in addition to the elimination of the certification pay, will prevent another instance of rampant growth of a Department Director salary.

Fiscal Impact

The wages changes and financial impacts for the IBEW, POA, and MMCU are described below. Funds are available for all three groups.

Council Authorized Limit	FY 20 Year #1 (3%)	FY 21 Year (3% IBEW)	FY 22 Year #3 (2%)
<u>Funds</u>			
Electric	\$45,978	\$47,356.94	\$32,518.43
Water	\$14,779	\$15,222.61	\$10,452.86
Sewer	\$14,185	\$14,610.60	\$10,032.61
<u>General Fund and Misc.</u>	<u>\$128,292</u>	<u>\$88,093.74</u>	<u>\$89,855.61</u>
Total	\$203,233.74	\$165,283.88	\$142,859.51

Compliance with City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing effort to be responsive and transparent regarding all business transactions and financial matters.

Attachment - Resolution No. 2019-R-024 with Attachments

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY ADJUSTING COMPENSATION FOR
MANAGEMENT, MID-MANAGEMENT, CONFIDENTIAL AND UNREPRESENTED EMPLOYEES**

WHEREAS, the City Council, through its negotiator, has been participating in labor negotiation with various bargaining units of the City's workforce; and

WHEREAS, the City Council wishes to make adjustments to compensation and benefits for Management, Mid-Management, Confidential and Unrepresented employees, and

WHEREAS, the employees comprising the Management, Mid-Management, Confidential staff have been consulted regarding changes in compensation and benefits.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Gridley as follows:

1. Management personnel shall include full time personnel in the positions of City Administrator, Finance Director, Public Works Director, Electric Utility Director, Police Chief, and Electric/ Public Works Director
2. Mid-Management personnel shall include the Police Lieutenant, Assistant Finance Director, and the Recreation Coordinator. Confidential Personnel does not include any employees.
3. Unrepresented personnel (part time hourly and temporary) shall include the positions of Recreation Leader, Recreation Aid and IT Manager. Unrepresented personnel shall receive hourly compensation as described in Exhibit A and benefits provided by law. These positions do not receive benefits provided to full time employees as described in Exhibit B.
4. Management, Mid-Management and Confidential personnel shall be eligible for benefits described in Exhibit B as specified.
5. All Management, Mid-Management, Confidential and Unrepresented job descriptions represented by this resolution are attached hereto and made a part hereof in Exhibit C.

I HEREBY CERTIFY that the foregoing resolution was introduced passed and adopted by the City Council of the City of Gridley at a regular meeting held on the 7th day of October, 2019, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ATTEST: APPROVE:

Paul Eckert, City Clerk

Bruce Johnson, Mayor

Exhibit A

**Management, Mid-Management, Confidential and Unrepresented
Salary Schedule**

Compensation Plan for Management, Mid-Management, Confidential and Unrepresented Employees

Revised October 7, 2019 (effective 7/1/19)

Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5
<u>Management:</u>					
City Administrator *existing contract	By Contract				10,350
Electric Utility/Public Works Director *existing contract	By Contract				11,526
Police Chief *existing contract	By Contract				11,526
Electric Utility Director (20% higher than Elect. Sup) Vacant, to be filled later					12,157
Finance Director (Equal to Police Chief) Vacant, to be filled later					10,019
Police Chief (15% higher than Police Lieutenant) - Vacant, to be filled later					10,019
Public Works Director (Equal to Police Chief) Vacant, to be filled later					10,019
<u>Mid-Management:</u>					
Police Lieutenant (15% higher than Police Sergeant)	7,741	7,973	8,212	8,458	8,712
Assistant Finance Director (23% lower than Police Lieutenant)	5,612	5,780	5,954	6,132	6,316
<u>Confidential:</u>					
None					
<u>Part-Time Unrepresented:</u>					
Recreation Coordinator -hrly w/ benefits per Council action		Hourly			
		18.54			
Recreation Aid II		12.60			
Recreation Aid I		12.00			
Information Technology Manager (By Contract)		33.66			

Compensation Plan for Management, Mid-Management, Confidential and Unrepresented Employees
 Revised October 7, 2019 (effective 7/1/20)

Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Management:					
City Administrator *existing contract	By Contract				10,350
Electric Utility/Public Works Director *existing contract	By Contract				11,526
Police Chief *existing contract	By Contract				11,526
Electric Utility Director (20% higher than Elect. Sup) Vacant, to be filled later			TBD (7 cities)		12,157
Finance Director (Equal to Police Chief) Vacant, to be filled later			3% increase		10,320
Police Chief (15% higher than Police Lieutenant) - Vacant, to be filled later			3% increase		10,320
Public Works Director (Equal to Police Chief) Vacant, to be filled later			3% increase		10,320
Mid-Management:					
Police Lieutenant (15% higher than Police Sergeant)	7,973	8,212	8,458	8,712	8,974
Assistant Finance Director (23% lower than Police Lieutenant)	5,780	5,954	6,132	6,316	6,506
Confidential:					
None					
Part-Time Unrepresented:					
Recreation Coordinator -hrly w/ benefits per Council action		Hourly			
Recreation Aid II		19.10			
Recreation Aid I		12.98			
Information Technology Manager (By Contract)		12.36			
		33.66			

Compensation Plan for Management, Mid-Management, Confidential and Unrepresented Employees
 Revised October 7, 2019 (effective 7/1/21)

Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Management:					
City Administrator *existing contract	By Contract				10,350
Electric Utility/Public Works Director *existing contract	By Contract				11,526
Police Chief *existing contract	By Contract				11,526
Electric Utility Director (20% higher than Elect. Sup) Vacant, to be filled later				TBD (7 cities)	12,157
Finance Director (Equal to Police Chief) Vacant, to be filled later				2% increase	10,526
Police Chief (15% higher than Police Lieutenant) - Vacant, to be filled later				2% increase	10,526
Public Works Director (Equal to Police Chief) Vacant, to be filled later				2% increase	10,526
Mid-Management:					
Police Lieutenant (15% higher than Police Sergeant)	8,132	8,376	8,628	8,886	9,153
Assistant Finance Director (23% lower than Police Lieutenant)	5,896	6,073	6,255	6,443	6,636
Confidential:					
None					
Part-Time Unrepresented:		Hourly			
Recreation Coordinator -hrly w/ benefits per Council action		19.48			
Recreation Aid II		13.24			
Recreation Aid I		12.61			
Information Technology Manager (By Contract)		33.66			

Exhibit B

Management, Mid-Management, Confidential and Unrepresented Benefits

1. Cafeteria Plan

The City has established a cafeteria plan administered by a third party.

2. Salary Adjustments

Effective July 1, 2019 Management and Mid-Management employees will receive a 3% increase.

Effective July 1, 2020 Management and Mid-Management employees will receive a 3% increase.

Effective July 1, 2021 Management and Mid-Management employees will receive a 2% increase.

3. Tuition Reimbursement

Management, Mid-Management and Confidential Personnel shall be eligible for educational cost reimbursement for job related college level courses taken outside of regular work hours. Classes shall be subject to prior approval by the City Administrator. The cost shall not exceed the equivalent cost of registration or tuition for one individual taking one (1) class at Chico State University per semester (up to two semesters per year). The individual shall be responsible for additional costs for books, etc.

Reimbursement is to be made following satisfactory completion of class with a grade of 2.5 or above, on a 4-point scale.

4. Sick Leave Incentive Program

Management, Mid-management and Confidential Employees will receive a sick leave incentive payment of \$200 per year for said employees who have not used more than three (3) days of sick leave during the previous 12 months (December 1 – November 30) of continuous employment with the City. The incentive is payable during the month of December each year. Unrepresented employees are not eligible for the sick leave incentive program.

5. Management Certifications

The following incentive program is adopted to promote retention of management personnel. (Not available to employees hired after August 16, 2010)

<u>Position</u>	<u>Certificate</u>	<u>\$ Amount</u>
City Administrator	Not applicable	
Electric Utility Director	Rubber Glove	See employment agreement
Finance Director	Not applicable	
Police Chief	Not applicable	
Public Works Director	Not applicable	See employment agreement
Recreation Coordinator	Not applicable	

6. Bilingual Pay

Management, Mid-Management and the Confidential Employees who can demonstrate conversational fluency in Spanish, Punjabi or Hmong languages will be entitled to an additional flat rate incentive of \$110 per month.

7. Retirement Health Care Coverage

This benefit is no longer available.

8. Benefits Available Upon Retirement or Separation

Following is a listing of benefits and their availability upon retirement or separation. This listing is not exhaustive and is only provided as a guide relating to sick and vacation accruals (if any) and remaining balances in the cafeteria plan (if any). Where known, other benefits that extend beyond the retirement date of the employee are also included (dental and health insurance).

Vacation: Balances available at the time of retirement or separation are fully accrued to the retiring employee. The employee, at their option, may apply the value equivalent of the vacation accrual to the following:

- “Cash out” the value of the vacation accrual, less any applicable taxes and deductions. This would apply to anywhere between 0% and 100% of available balances.

Sick Leave: Balances are available to the employee upon the retirement into the CalPERS retirement system within 120 days of retirement from the City. If the employee retires from the City to CalPERS retirement in this time, the following options are available to the employee:

- “Cash out” the value of the sick leave accrual, less any applicable taxes and deductions for employees retiring or separating for any reason. This would apply to anywhere between 0% and 100% of available balances.
- Request the City, through a CalPERS form, to convert the sick leave accrue to service credits at the per hour equivalent described by CalPERS. This would apply to anywhere between 0% and 100% of the available balances.
- The employee may utilize 1and 2 above in any combination but only up to the total available accrual at the time of retirement for the employee.

Dental insurance: The employee, upon separation, may apply with the City for COBRA benefits for dental insurance. The payment of insurance premiums would be the obligation of the employee upon retirement at the rate described in COBRA for a period of up to 18 months (the available time period is also described by COBRA).

9. Deferred Compensation

Employees are eligible to voluntarily participate in deferred compensations plans offered by the City. The City will not match deferred compensation contributions for personnel enrolled in a deferred compensation program unless specified in an individual employment agreement.

10. Life Insurance

Life Insurance for Management and Mid-Management personnel shall be \$100,000 and Confidential personnel shall be \$50,000.

11. Administrative Leave

Management personnel who are not eligible for overtime pay or the accrual of compensatory time off shall be entitled to administrative leave. The City Administrator, Finance Director, Public Works Director, Police Chief and Electric Director, shall be entitled to one hundred twenty (120) hours of paid administrative leave each fiscal year. The Police Lieutenant, Assistant Finance Director, and Recreation Coordinator shall be entitled to 80 hours of paid administrative leave each fiscal year. All unused administrative leave shall be paid in cash to the affected management and mid-management employees

at his/her hourly rate of pay. The payment for such cash out will be paid by June 30th of the fiscal year. There shall be no accrual of administrative leave from one fiscal year to another.

12. Longevity Pay

The following percentage will be added to the employee's base salary upon completion of the following years of consecutive service:

<u>Years of Service</u>	<u>Total Longevity Pay</u>
10 years of service	1% of salary
15 years of service	2% of salary
20 years of service	3% of salary
25 years of service	4% of salary

13. Health and Medical Benefits

City Medical Plans

The City shall provide the following medical plans:

Anthem Blue Cross HMO – High Option (HMO 1 as outlined in 8-11-14 Company provided summary)
Anthem Blue Cross PPO – High Option (PPO 1 as outlined in 8-11-14 Company provided summary)

Employee Contributions

Employees shall contribute the following dollar amounts plus 20% of any premium increase for their selected Blue Cross Plan:

Employee:	\$64.57
Employee + One:	\$104.14
Employee + Family:	\$137.88

However, in no event shall employee contributions exceed the following monthly contribution:

Employee:	\$100.00
Employee + One:	\$150.00
Employee + Family:	\$200.00

In Lieu Health Plan Contributions

Any employee who submits a written request to waive health insurance coverage and the City contribution to the cafeteria plan may do so provided they have proof of other health insurance coverage. Such employee shall receive fifty-percent (50%) of the 2014 monthly premium value of the plan tier for which the employee waives coverage, i.e. Employee Only (\$728), Employee +1 (\$1460), Family (\$1,897), and this payment shall be allocated to employee's payroll or to one of the City's tax deferred IRS plans provided herein. An employee may opt out of health coverage only during the regular open enrollment period.

IRS 125 Plan/Flexible Saving Accounts

To the extent provided by the applicable IRS regulations, an employee shall have the option to designate salary to the IRS Section 125 Plan during open enrollment for such plan. The City currently uses American Fidelity Company.

Vision Plan

City agrees to participate in the VSP vision plan for employees.

Employee PERS Obligation

For employees hired after July 1, 2010 the City shall not make any contribution to the employees PERS obligation as established by the PERS agreement.

14. Public Employees Retirement System (PERS)

The use of terms "Classic Member" and "New Member" shall be as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA).

"Classic Member" is defined as any of the following:

- A new hire that was brought into CalPERS membership for the first time before January 1, 2013.
- 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 qualifying 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.

"New Member" is defined in Government Code section 7522.04(f) as any of the following:

- 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 a qualifying public retirement system; or
- 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 qualifying public retirement system prior to January 1, 2013, and is not eligible for reciprocity; or
- 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 Retirement Formulas

The 2% at 55 (3% at 50 for safety) PERS formula shall be provided for Classic Member employees hired prior to January 1, 2012.

For employees hired prior to July 1, 2010, the City has implemented the retirement benefit known as "Final Year Compensation", as described in Section 20042 of the Government Code. Employees hired on or after July 1, 2012, shall not be eligible for "Final Year Compensation".

New Member Retirement Formula

- 2% at 62 retirement formula shall be provided for all New Member employees.
- 2.7% at 57 retirement formula shall be provided for all New Safety Member employees
- New member pension shall be calculated on the 36 highest paid consecutive months.

Employee Contribution

Employees classified as Classic Members:

- Effective July 1, 2014 the employee contribution shall be the PERS employee share (7% for Miscellaneous and 9% for Safety).
- Shall be notified of the monthly contribution rate for the following fiscal year in the first quarter of each calendar year.

Employees classified as New (PEPRA) Members:

- Shall pay 50% of the PERS “normal costs” rounded to the nearest quarter of 1 percent (as defined in PEPRA). (PERS “normal cost” is the employer plus employee share)
- Shall be notified of the monthly contribution rate for the following fiscal year in the first quarter of each calendar year.

All applicable contributions above shall be made through payroll deduction on a pre-tax basis.

Opt-out of PERS Retirement

At the May 20, 2019, Gridley City Council meeting the City Council authorized Management Employees, including the City Administrator, the opportunity to opt-out of PERS and in its place participate in the City’s existing ICMA-RC 457 Plan. As part of the opt-out, the City will provide a contribution of 8% of salary to the Gridley ICMA-RC 457 Plan. The City will also provide up to a 2% matching contribution to the ICMA-RC 457 Plan for Management employees who specifically select to opt-out of the PERS system.

15. Military Service Credit Option

The CITY agrees to make available for all employees the Military Service Credit Option. The Plan is described in Section 20930.3 of California Public Employee’s Retirement Law. The cost of implementing the Military Service Credit Option will be the sole responsibility of the employee.

16. Employer Paid Member Contribution

New employees hired after July 1, 2010 shall not be eligible for EPMC.

17. Cell Phone Allowance

City will provide \$75 per month for Management and Mid-Management employees for cell phone reimbursement.

18. Short Term Disability

The City has implemented a Short-Term Disability program at no cost to employees.

19. Uniform Allowance

The Police Chief and Police Lieutenant shall receive the uniform allowance as specified per employment contract.

20. Holiday Entitlement

The following are guaranteed holidays for which all regular and probationary employees will be entitled to time off with pay:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Designated Thursday in November
Day after Thanksgiving	

Last Working Day before Christmas	
Christmas Day	December 25
Last Working Day before New Year's Day	
Floating Holidays (2)	

When any of the above holidays falls on a Sunday, the Monday following shall be observed as the Holiday. When any of the above Holidays falls on a Saturday, the employee shall receive the preceding normal workday off with pay. Other provisions for observing Holidays may be agreed to by mutual consent of the parties.

21. Vacation

Each regular employee in the classified service shall be entitled to:

<u>Years of Service</u>	<u>Rate in Hours</u>	<u>Max Accrual</u>
0 through 5 years	80 hours per year	160 hours
6 through 10 years	120 hours per year	240 hours
11 through 20 years	160 hours per year	320 hours
21+ years	200 hours per year	400 hours

Vacation Accumulation

Earned vacation is credited monthly at rates that are based upon length of continuous employment. An employee who has exceeded the maximum vacation accrual (for his or her length of employment) will be ineligible to earn additional vacation credit. Monthly vacation accrual would resume after the accumulated balance is reduced below the maximum accrual. Management and Mid-Management employees may request an exception to this vacation accumulation rule to the City Administrator or City Council due to extenuating circumstances such as; workload, personnel shortages, etc.

Unused Vacation

Employees whose employment with the CITY is terminated for any reason shall, at the time of termination, receive pay for any unused vacation period previously earned.

Vacation Buy Back

Employees may choose to "cash out" vacation accrual (not to exceed eighty (80) hours) provided the employee submits such request in writing to the Finance Director on or before June 1st each fiscal year, and such request is approved by the City Administrator. The payment for such cash out will be paid by June 30th of the fiscal year.

22. Sick Leave

The CITY shall not require an employee to take vacation in lieu of sick leave or leave of absence due to illness.

23. Employee Obligation to Communicate with Employer While on Leave

Employee shall have the obligation to reasonably communicate with the City when Employee is absent from work due to leave. Employee's obligation to communicate during vacation leave shall be at Employee's reasonable discretion, and shall not be a requirement subject to these provisions. At all other times and for all other types of leave, Employee shall be under a duty to return phone calls and other electronic communications from the City from time to time related to Employee's leave status as well as to respond to the City's questions concerning matters relevant to Employee's job with the City.

To the extent physically able to do so, Employee shall be obligated to return phone call promptly and within 24 hours if Employee is unable to respond to the telephone when the call is initially placed. As to other electronic communications, employee shall promptly respond within 24 hours (again, assuming Employee is physically able to do so). Additionally, Employee shall, to the extent physically able to do so, make themselves personally available to discuss with the City Employee's job status and matters related thereto as well as to discuss matters relevant to and related to Employee's job with the City. Employee shall report to their regular place of employment or such other location reasonably located within the City as the City may direct from time to time to meet with the City representatives. If Employee is required to physically present themselves, they shall be compensated for time spent during such meetings as if they were actually performing work for the City (even though the purpose of such meetings shall be for purposes of communication and not to perform work). Employee shall physically report for face-to-face communications with the City upon 72 hours or more notification of the City's request for a meeting. Except for vacation leave, the Employee shall provide the City with a current telephone number and mailing address at all times while on leave. Employee's failure to communicate with the City as described above shall be grounds for discipline up to and including termination.

Exhibit C

**Management, Mid-Management, Confidential and Unrepresented
Job Descriptions**

Assistant Finance Director
City Administrator/City Clerk
Electric Utility Department Director
Finance Director
Police Chief
Police Lieutenant
Public Works Director
Recreation Aide
Recreation Coordinator

ASSISTANT FINANCE DIRECTOR

Job Description

DEFINITION

Under general direction, assists the Finance Director in managing, directing, and supervising the activities of the Finance Department. Provides input as to policy development and is expected to explain/interpret policy to other employees in the Finance Department and to employees in various City Departments. An employee in this class supervises and participates in business services including various technical accounting and fiscal record management functions utilizing both manual and computerized systems and oversite procedures relating to all sections of Finance Department. Leads the processing of accounts payable invoices and payments and prepare necessary reports. The Assistant Director participates in the maintenance of the general ledger and subsidiary ledgers providing billing and collections operational oversight with an emphasis on customer service. The Assistant Director also provides oversight of business license functions and is expected to function as a positive and cooperative Team Member.

DISTINGUISHING CHARACTERISTICS

Employees in this classification are fully competent and knowledgeable in all areas of utility billing, accounts payable, accounts receivable, payroll, and general ledger bookkeeping. Employees in this classification must possess basic knowledge of the technical accounting functions in order to act as a resource to others in the performance of responsible technical/clerical accounting assignments. This job class also requires excellent organizational skills, communication skills, and a high level of attention to detail.

SUPERVISION

Employees in this classification receive general supervision from the Finance Director within a framework of established policies and standard operating procedures. Employees in this classification provide technical and/or functional supervision over accounting and billing staff.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Plans, directs and supervises accounting and utility billing staff in the Finance Department.
- Trains clerical staff, temporary workers and/or volunteers in the City's Finance Department on the operations, procedures and practices within the department as assigned.
- Recommends controls to ensure the reliability of the system and integrity of the data and ensures implemented processes continue to support the financial system reporting and functional capabilities.
- Plan, train, oversee, organize and direct electric, water, and wastewater utility billing, revenue protection, meter reading, field services, customer service, and business licensing activities.
- Assists the Finance Director with special projects and reporting assignments that are broad in scope, requiring considerable use of independent judgment and initiative in making difficult technical decisions.
- Participates in the selection, supervision, continuous improvement, evaluation and approved progressive discipline of personnel; assists in the design and implementation of motivational programs; facilitates staff training and professional development; coaches, recommends and implements goals and objectives.

- Plans, monitors, evaluates work, reviews workload, status of projects and availability of supervised personnel for assignments.
- Assist the Finance Director and work in close coordination with accounting staff during financial budgeting and audits.
- Schedules, assigns and oversees work processes to meet regular and delinquent billing schedules; analyzes and plans for potential problems.
- Reporting complex problems to the Finance Director and providing alternative solutions to by analyzing and initiating and/or coordinating changes or updates to policies and procedures.
- Resolves the most complex problems involving customer complaints, billing, statements, fees, payments and other service-related problems.
- Oversees of receivables from licenses, permits, recreation fees and other City revenue accounts.
- Acts as a liaison to field personnel to initiate or resolve issues relating to high or low bill investigations, meter reliability, disconnections and reconnections of water service.
- Reviews and approves cash receipt and utility billing adjustments to customer accounts prepared by employees that are supervised.
- Actively supervises incoming calls and takes the lead role in providing outstanding customer service through innovation, staffing, active participation and continuous improvement efforts.
- Trains others in and supervises cash handling to ensure compliance with City standards and procedures.
- Oversees and monitors the City's processing of accounts payable; preparing purchase orders; verifying invoices against receiving documents for accuracy; coding accounts payable for departmental responsibility.
- Oversees and monitors in auditing incoming invoices and supporting documentation to verify accuracy and adherence to legal mandates and operational guidelines; prepares and issues checks; processes manual check requests.
- Records and maintains appropriate controls over purchase orders and accounts payable system, auditing and financial analysis, grant accounting and special reports.
- Calculates business license fees and fines and administers and assigns the business license process while ensuring that all entities conducting business within the City have a required business license.
- Develops and maintains positive public relations with emphasis on customer service.
- Participates as a member of the Finance Department management team to assist in developing and enforcing department policies.
- Performs related duties as required.

EMPLOYMENT STANDARDS

In addition to the above knowledge and abilities, this classification also requires:

Knowledge of:

- Principles of organization, management, and effective supervision.
- Customer service, customer billing, and collection techniques.
- Modern methods of records management.
- Utility rate structures and schedules.
- Safe work practices and related regulations.
- Principles of public speaking, conflict resolution, and excellent customer service.
- City's organization, policies, operations, and services.

- Standard and accepted accounts payable, accounts receivable, collections, and general financial systems and practices.

Ability to:

- Communicate clearly and concisely, both orally and in writing.
- Develop logical, concise and clear reports and correspondence; use standard business English, spelling and punctuation.
- Learn and understand pertinent laws, codes, regulations and guidelines governing fiscal recordkeeping and reporting for municipalities.
- Interact with the public effectively and courteously, with excellent face-to face and telephone communications
- Explain policies and utility rates to customers.
- Learn and understand the City's organization, policies, operations and services.
- Audit, verify and transfer large quantities of numbers and related data accurately and at a speed sufficient for successful job performance.
- Operate designated software programs including word processing, spreadsheets and databases effectively.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.
- Organize and prioritize a variety of tasks for self and others in an effective and timely manner.
- Identify problems/issues, collect relevant data, analyze options according to established criteria, and recommend appropriate course of action within prescribed alternatives.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license and possession of a safe driving record per the City's driving standards policy.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these abilities and knowledge would be:

Training

- High school diploma or equivalent supplemented with coursework in accounting, fiscal records management or a closely related field. Associate degree in applicable field of Business preferred.

Experience

- At least five (5) years of full-time increasingly responsible relevant banking, accounting or office experience which included work experience in customer service, general administration or municipal utility billing, of which at least one (1) year must have been served in a supervisory capacity.

TYPICAL PHYSICAL REQUIREMENTS

Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required; repeated hand-wrist movement required. Corrected vision to normal

range; normal hearing and talking is required; verbal communications required; ability to use a variety of office equipment and machines as referenced. Good memory and recall are necessary for the accurate and timely transfer of information.

TYPICAL WORKING CONDITIONS

Assigned work is normally performed in an office environment. Continuous contact with other staff, citizens, other agencies and businesses as well as the general public.

CITY ADMINISTRATOR/CITY CLERK

Job Description

DEFINITION

Subject to the provisions of the City Code and applicable policies and procedures, to serve as Chief Administrative Officer and the City Clerk of the City; to perform the statutory duties established for the position of City Clerk within the Municipal Code; to plan, direct, supervise, coordinate and manage all activities of the City Clerk's Office; to administer the provisions of various State laws; to be responsible for human resources, labor relations, purchasing and risk management functions of the City; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction from the Mayor and City Council. May exercise administrative direction over department and division heads.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

City Administrator Duties

- Directs and participates in the development and implementation of goals, objectives, policies and procedures related to the overall administrative activities and operations of the City.
- Guides the organizational development of the City in response to City growth and changing requirements and expectations of citizens.
- Administers laws, rules and regulations governing City operations; interprets, analyzes and explains policies, procedures and programs to City staff and the public; confers with residents, taxpayers, businesses and other individuals, groups and outside agencies having an interest or potential interest in affairs of City concern.
- Within City policy, recommends appropriate service and staffing levels; allocates resources accordingly.
- Selects, supervises, motivates and evaluates the performance of division heads; implements disciplinary action and termination as appropriate.
- Directs and supervises the administration of City offices, departments and agencies; assigns special projects to department and division heads; confers with department and division heads concerning administrative and operational problems; develops appropriate decisions or recommendations.
- Provides for all City Clerk services and provides administrative oversight of, human resources, labor relations, purchasing and risk management functions of the City.
- Attends meetings of City Council and participates in Council discussions; informs City Council of financial conditions, program progress, and present and future needs of the City; ensures Council reports and agendas are developed and posted appropriately.
- Prepares, submits for approval, and administers the annual budget and capital improvement program.
- Develops and implements the City's economic development plan.
- Serves as Redevelopment Agency, Enterprise Zone and Recycling Marketing Zone; seeks and secures program funding.
- Oversees human resources system operations, ensuring compliance with all applicable policies, procedures, laws and regulations.

- Evaluates and administers labor organization contracts.
- Prepares or directs the preparation of annual financial and administrative activity reports and others as appropriate.
- Responds to the most difficult or sensitive complaints and requests for information. Represents the City at private and public sector meetings and events.
- Gives presentations to various agencies, civic and community groups to discuss issues of relevance to City operations.
- Coordinates City activities with other governmental agencies and outside organizations as appropriate.
- Keeps abreast of new trends, legislation and developments in municipal administration and operations.

City Clerk Duties

- Plan and direct the publication, filing, indexing, and safekeeping of all proceedings of the Council.
- Record and publish all ordinances.
- Attest and certify various City documents.
- Serve as custodian of the City Seal.
- Plan and direct municipal elections consolidated with County elections. Serve as a filing officer for required disclosure under the Political Reform Act. Serve as filing officer for claims and legal actions against the City.
- Plan and direct the maintenance and safekeeping of all historical and official municipal records and documents on a City-wide basis.
- Respond to a variety of inquiries and requests for information regarding past City Council actions and documents.
- Direct the preparation, organization, printing and distribution of the agenda for City Council meetings.
- Supervise and participate in the keeping of proceedings, ordinances, resolutions, and minute orders.
- Develop and implement systems, policies and procedures.
- Administer the provisions of various State laws, including the California Elections Code, Political Reform Act of 1974, Brown Act, Public Records Act and other applicable laws.
- Prepare and administer the Council and City Clerk's Office budgets.
- Administer Oaths of Office to elected and appointed officials, department heads and City employees.
- Countersign bonds and other evidences of indebtedness issued by the City.
- Attend and keep a permanent journal of proceedings at all meetings of the City Council.
- Coordinate City Clerk activities and work with other City departments and with outside agencies.
- Select, supervise, train and evaluate assigned staff.
- Administer the overall workload of the City Clerk's Office, including review and evaluation of work products, methods and procedures; plan and organize special City events.
- Supervise use of Council Chamber Building facilities.
- Supervise procedures for appointments to Boards, Commissions and Committees.
- Perform related assignments as necessary.

EMPLOYMENT STANDARDS

City Administrator

Knowledge of:

- Pertinent federal, state and local laws, codes, ordinances and regulations. Modern municipal organization, functions and procedures.
- Current social, political and economic trends and operating problems of municipal government.
- Principles, practices and techniques of public and business administration, including public financing and financial management.
- Personnel administration policies, procedures and regulations, including those related to public agency labor negotiations.
- Principles of supervision, training and performance evaluation. Budget preparation and administration practices.
- Modern office practices and technology, including the use of computers for word and data processing.
- Public / community relations techniques.

Ability to:

- Interpret, analyze, apply and enforce pertinent federal, state and local laws, rules and regulations.
- Provide effective leadership and coordinate the staff, programs and activities of a full-service municipal organization.
- Perform duties under the pressure of very high expectations for exemplary and non-erring leadership, management and professionalism.
- Gain cooperation through discussion and persuasion.
- Analyze problems, identify alternative solutions, determine consequences of proposed action, and make and implement recommendations in support of goals.
- Analyze, interpret, summarize and present administrative and technical information and data in an effective manner.
- Select, supervise, train and evaluate staff.
- Prepare and administer a budget in conformance with sound financial management techniques.
- Communicate clearly and concisely, both orally and in writing. Speak effectively in public.
- Establish and maintain effective working relationships with those contacted in the course of work.
- React professionally at all times, dealing with sensitive, political or controversial situations with tact and diplomacy.

City Clerk

Knowledge of:

- Applicable Federal, State and municipal laws and procedures, election laws, and procedures.
- Political reform requirements. Business English and spelling.
- Modern office practices, procedures and equipment. Principles of supervision, training and performance evaluation.

Ability to:

- Provide information, make decisions, and organize material in compliance with laws, regulations and policies.

- Meet the public, understand their questions, and provide information. Communicate clearly and concisely, both orally and in writing.
- Select, supervise, train, and evaluate assigned staff.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain this knowledge and ability would be:

Training

- Graduation from an accredited college or university with a Bachelor's degree in business or public administration, or a closely related field; A Master's degree in the same fields of study is desirable.

Experience

- Five years of increasingly responsible professional experience in a significant management capacity in local government, preferably as a city manager, assistant city manager or in a senior management staff position.

Additional Requirements:

- Possession of a valid California driver's license. Membership in the International City and County Management Association, and adherence to its code of ethics is desired. Ability to be bonded.
- Municipal Clerk certification is desirable.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move light weights; use hands to finger, handle or feel objects, tools, or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

ELECTRIC UTILITY DEPARTMENT DIRECTOR

Job Description

DEFINITION

To plan, schedule, supervise, participate in and manage the construction, maintenance, repair and operation of designated municipal electrical distribution systems; to plan, schedule, supervise and participate in the repair and maintenance of electrical utility equipment, lines and facilities; to provide technical assistance and resources to assigned staff; and to function as a positive and cooperative team member. The position provides specialized and professional staff support, information and assistance to the City Council and the City Administrator. The position serves as a member of the City's senior management team.

DISTINGUISHING CHARACTERISTICS

This job class is a senior level management classification and a working supervisor in the electrical services job series. Employees in this classification determines policy, manages personnel, manages a budget and performs a variety of specialized and technical functions and is expected to possess in-depth knowledge of electrical utility operations, standards and procedures for a municipal agency. Incumbents in this job class are responsible for the completion and coordination of assigned and on-going electrical services projects as well as special project activities. In addition to performing the full range of duties assigned to the Electrical Services Line worker, this job class is also responsible for supervising and training subordinate staff in all day to day activities as well as special projects/assignments and emergency responses. This job class requires a high degree of technical knowledge and expertise as well as organizational, communications, management, leadership and customer service skills. This position is expected to exercise a high level of initiative, independent and sound judgment and discretion.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive general direction from the City Administrator within a framework of established policies, standard operating procedures and overall objectives.

Employees in this classification exercise direct supervision over skilled and semi-skilled technical staff, apprentice and clerical positions.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Plans, schedules, supervises and participates in a wide range of skilled and technical tasks in the construction, installation, maintenance and repair of overhead and underground electrical distribution lines, substations, electrical services equipment and related facilities.
- Coordinates, supervises and monitors the customer service and meter reading/recording functions for the City's electrical utility services to include the maintenance, repair and installation of meters for both residential and commercial services.
- Provides and/or coordinates all training activities for assigned staff to include safety, technical and operational training and education; coordinates, monitors tests and participates in teaching/mentoring a certified apprenticeship program.
- Inspects electrical transmission/distribution lines, facilities, equipment and work in progress to ensure that proper maintenance and repair are occurring; reviews schedules, timelines, work and equipment usage records to ensure the proper allocation of resources; re-allocates and/or recommends re-allocation of resources as necessary.

- Receives and responds to a variety of customer requests, concerns and complaints regarding electrical utility functions and activities; gathers pertinent data, researches inquiry and initiates appropriate response/action and/or refers customer to an alternative resource.
- Oversees, coordinates and monitors the work of contractors and outside engineers performing new construction or repairs for the City's electrical services projects; inspects work in progress and provides management with updates and status reports.
- Establishes and/or maintains a variety of logs, work orders and records and prepares reports on operations periodically and upon request; reviews and verifies logs and reports completed by subordinate staff to ensure compliance with pertinent regulatory requirements.
- Operates a variety of motorized, power and hand-powered machines and equipment to include line truck, backhoe, front loader, aerial tower truck, jackhammer, tamper, compressor, trencher and forklift.
- Responds to emergency calls on weekends, holidays and evenings as well as being available for standby duty as necessary.
- Represent the City and the electrical utility at NCPA Superintendent meetings. Represent the electrical utility in interactions with other municipal or investor owned utility representatives.
- Investigate and resolve customer complaints involving electrical service.
- Performs related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted methods, tools and equipment used in the construction, maintenance and repair of electrical transmission/distribution lines, related equipment and facilities.
- Standard and accepted principles and techniques in the construction and repair of high-voltage overhead and underground electrical lines, equipment and facilities.
- Standard and accepted operation and maintenance of a variety of power equipment and vehicles.
- National electrical codes and safety orders.
- Standard and accepted safety practices and standards applicable to high voltage and electrical line work.
- City's operations, policies and procedures as related to assigned duties.
- Standard and accepted principles of supervision and employee training.
- Basic budgeting and control processes and methods.

Ability to:

- Understand, interpret and carry out a variety of oral and written instructions in an independent manner.
- Operate a variety of hand powered electrical maintenance and construction equipment in a safe and effective manner.
- Operate a variety of motorized power equipment utilized in the maintenance, construction and repair of electrical distribution lines, equipment, substations and related facilities in a safe and effective manner.
- Perform mathematical calculations including addition, subtraction, multiplication and division.
- Supervise, train and motivate assigned clerical and technical staff in an effective and positive manner.

- Prioritize and schedule workload effectively for self and others.
- Identify problem, research and gather pertinent information, determine alternatives and initiate/recommend the proper course of action.
- Establish and maintain a variety of administrative records and logs and prepare clear and concise reports.
- Communicate orally and in writing in an effective and tactful manner.
- Provide courteous and positive customer service.
- Perform assigned duties on high poles, in confined spaces and among high voltage/energized power lines in a safe and effective manner.
- Perform assigned duties to include heavy and continuous physical labor in a safe and effective manner for self and others.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California driver's license.
- Possession of a safe driving record per the City's driving standard policy

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance.
- The successful completion of an approved apprenticeship program as an electrical line worker.

Experience

- Four (4) years of increasingly responsible experience performing electrical line worker construction, maintenance and repair work.
- Five (5) years of increasingly responsible work in a supervisory capacity including at least three (3) years in the Electrical Supervisor position.

TYPICAL PHYSICAL REQUIREMENTS

While performing the essential functions of this job class, the employee is regularly required to use hands and fingers to operate a variety of objects, tools, equipment, vehicles and other motorized equipment; flexibility and endurance to stand, climb, stoop, kneel, crawl, bend, walk, reach and crouch; talk and hear clearly and concisely to communicate with customers, supervisors and fellow employees on a continuous basis. Employee is regularly required to frequently lift and/or carry and/or move objects weighing up to 25 pounds and occasionally lift and/or move up to 100 pounds. Employee's vision requirements for the performance of required duties include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. In the performance of essential and required duties, an employee is required to climb electric poles and perform duties up to 90 feet above the ground; an employee is required to work around and on live hot wires.

TYPICAL WORKING CONDITIONS

Employee performs many assigned duties outdoors in a variety of climatic conditions including exposure to hot and cold temperatures, working in cramped spaces, in traffic, at heights and underground. Continuous contact with other agencies and businesses as well as the general public is also required.

FINANCE DIRECTOR

Job Description

DEFINITION

To plan, organize, direct, and manage the City's Finance Department to include utility billing, accounting, purchasing, treasury, risk management and data processing in accordance with the City Administrator's and City Council's directives; to establish and implement, and communicate policies and procedures in regards to financial planning and management issues; to provide specialized and professional staff support, information and assistance to the City Council and City Administrator; and to participate as a responsible, proactive, and positive team member of the City's senior management team.

DISTINGUISHING CHARACTERISTICS

This is a senior level management classification assigned to the Finance Department. The incumbent in this single position job class determines policy, manages personnel and administers budget, develops and initiates programs and formulates operational objectives. This job class is also responsible for providing the leadership to successfully maximize operational and administrative effectiveness, resource efficiency, and positive community relations for the Finance Department and the City. This job class requires comprehensive professional and technical knowledge and expertise in all aspects of fiscal planning, budgeting, risk management, and internal controls. This job class also requires a high level of initiative, independent and sound judgment, discretion, as well as strong management and leadership skills.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive direction from the City Administrator within a framework of stated goals and overall objectives. Employees in this classification exercise direct supervision over assigned clerical, technical, and professional personnel.

EXAMPLES OF DUTIES

Duties may include, but are not limited to the following:

- Plans, organizes, directs, and participates in the City's fiscal planning and projections, development and administration of capital and operating budgets, coordination and preparation for City's auditors, risk management, grants administration, investments, and cash management.
- Plans, organizes, manages and directs the City's payroll process, employee benefits coordination, accounts payable and receivable, general ledger activities and systems.
- Plans, directs, and participates in the coordination and preparation for the City's auditors; prepares schedules of all revenue sources, expenses, interest, fixed asset activity, and other financial balances; analyzes balance sheet accounts; tracks and adjusts differences.
- Initiates, directs and coordinates the design, development and use of a variety of computerized databases as well as computer hardware and software programs to be used by the City.
- Initiates, directs, and coordinates the implementation of the City's internal control structure; develops new and evaluates existing policies and procedures to ensure a strong financial internal control structure.
- Formulates policies and procedures concerning activities of the department; establishes and maintains goals, objectives and action plans for accomplishment of stated and mandated goals; identifies and develops new and/or modified programs that would promote and enhance the mission, goals, and objectives of the department and the City'; initiates, directs, and provides

leadership in the necessary research and analysis to justify the appropriateness of implementing any proposed programs, policies and/or procedures.

- Identifies short-term and long-term financial goals, objectives, priorities, and activities to be accomplished consistent with the City's strategies; plans, directs, coordinates and participates in the implementation of accepted strategies and plans.
- Administers and oversees the City's grants; participates in seeking grant and planning the City's Economic Development.
- Plans, directs, coordinates, and participates in the development and administration of City annual budget; coordinates and directs the forecasting of funds needed, researching and analyzing funding resources and availability; prepares and presents financial projections for the City Administrator, City Council and other City directors; prepares financial projection and plans based on detailed and complex research and analysis.
- Reviews, analyzes, and evaluates changes in federal and state laws and regulations that will have an impact on the delivery of services and establishes action plans to ensure compliance with pertinent guidelines and regulations; advises the City Council and the City Administrator of specific plans, costs and recommendations for program, policy and procedural modifications.
- Provides professional and leadership resources to the City Administrator, the City Council, and other directors and staff in a responsible and supportive manner that will maximize the City's and department's effectiveness, responsiveness, and in accordance with its mission and objectives.
- Represents the City and Finance Department and acts as liaison with a variety of federal, state, and local agencies/organizations to ensure communications with and input into all decision-making and data collection processes that impact the goals and objectives of the City and the department.
- Directs the investigation and resolution of complaints/concerns related to the Finance Department's services and activities; identifies and initiates solutions to issues involving policy, service delivery, community relations, and/or personnel actions.
- Initiates, organizes, provides leadership to, and participates in a variety of committees and task forces with the City and community in response to identified needs, special assignments, enhanced communications, and the over-all and on-going commitment to team management and the facilitation of employee empowerment.
- Performs related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted regulations, principles, practices, and policies of financial operations, administration, planning, and budgeting.
- Standard and accepted principles and practices of accounting, auditing, recordkeeping, and internal control structures.
- Standard and accepted principles and practices of financial analysis and research.
- Pertinent federal, state, and local laws, guidelines, regulations and ordinances governing municipal finances/investments and public accounting.
- Standard and accepted principles and practices of leadership, motivation, team building and conflict resolution.
- Standard and accepted personnel principles and procedures associated with hiring, evaluating, training, disciplining, and terminating employees.

Ability to:

- Learn and understand the City's organization, policies, operations and procedures.
- Understand, interpret, and carry out a variety of both oral and written instructions in an independent manner.
- Plan, organize, direct, and evaluate the activities and operations of management, professional, technical, and clerical staff involved in complex and comprehensive activities.
- Successfully develop, administer, and monitor multiple operational, programmatic and administrative budgets.
- Define and analyze problems and issues, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Operate software programs to include word processing, spreadsheets, and databases at a level sufficient for successful job performance.
- Successfully communicate and interact with individuals and groups at all organizational and social levels; clearly and concisely in both oral and written forms; instruct, persuade, negotiate, and motivate individuals with diverse backgrounds and business/personal interests.
- Coordinate, prioritize, and integrate multiple functions and activities in a cohesive and effective service delivery system; secure cooperation and teamwork among assigned staff.
- Supervise, train, and motivate assigned staff in a positive and effective manner; delegate and evaluate the work of assigned staff in a manner that maximizes the effectiveness of individuals.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these knowledge and abilities would be:

Training

- Possession of a bachelor's degree from an accredited college or university in accounting, finance, public administration or a closely related field.
- Possession of a CPA or MBA degree from an accredited college or university is desirable.

Experience

- At least five (5) years of progressively responsible professional accounting/financial management experience with a municipality or public accounting organization and including at least two (2) years in a supervisory or management role.

TYPICAL PHYSICAL REQUIREMENTS

While performing the essential functions of this job class, the employee is regularly required to use hand and fingers to operate a variety of objects, tools, equipment, vehicles, and other specialized equipment; talk and hear clearly and concisely to communicate with citizens, general public, staff, and other management on a continuous basis. Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping, and lifting in the performance of assigned duties. Corrected vision to normal ranges.

TYPICAL WORKING CONDITIONS

Assigned work is normally performed in an office environment. Continuous contact with other City management and staff, citizens, other agencies, and businesses as well as the general public.

POLICE CHIEF

Job Description

DEFINITION

Subject to the provisions of the City Code and applicable policies and procedures, to plan, direct, coordinate, evaluate and review the programs, projects and activities of the Police Department in the enforcement of law and the preservation of life and property; to carry out the statutory duties of Chief of Police; to provide leadership and direction for the department; to oversee Animal Control for the City; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Administrator and policy direction from the Mayor and City Council. Exercises direction over management, supervisory, professional, technical and clerical personnel.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Plans, directs, coordinates, evaluates and reviews the programs, projects and activities of the Police Department, including patrol, investigations, animal control, public services and programs, and administration.
- Develops, recommends, implements and administers department policies, procedures and standards of safety.
- Evaluates community law enforcement needs and formulates short- and long-range plans to address them; develops, recommends and implements cost-effective, innovative law enforcement programs.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; identifies opportunities for improvement; directs the implementation of changes.
- Within City policy, recommends appropriate service and staffing levels; allocates resources accordingly.
- Prepares, recommends and administers the department budget; supervises departmental purchasing; oversees department grant administration.
- Participates in the preparation of the department's capital improvement program.
- Selects, trains, supervises, motivates and evaluates department personnel; provides for adequate training and professional development; works with employees to correct deficiencies; handles employee concerns and grievances; maintains discipline and oversees the conduct of employees; implements discipline and termination procedures.
- Plans, directs and coordinates, through subordinate officers, the department's work plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility.
- Confers with citizens and City officials on law enforcement problems.
- Ensures the development and implementation of effective crime prevention and educational programs.
- Represents the Police Department to other City departments, elected officials, outside agencies, and City, community and regional committees; explains, justifies and supports Police Department programs, policies and activities; negotiates and resolves sensitive, significant and

controversial issues.

- Coordinates department activities with those of other departments and outside agencies and organizations.
- Provides staff assistance to the City Administrator and City Council; prepares and presents staff reports and other necessary correspondence; assists in the preparation and recommends adoption of City ordinances, policies and procedures related to law enforcement.
- Actively participates in various professional organizations; attends civic and community events to explain and promote the activities and functions of the department and to establish favorable public relations.
- Keeps abreast of new legislation, case law, trends and innovations in the field of law enforcement.
- Responds to difficult or sensitive complaints and requests for information from the public, news media and City staff.
- Acts as City Administrator as required in his/her absence.
- Advises and assists subordinates in highly complex criminal and other investigations. Performs law enforcement duties as required.
- Performs general administrative work as required, including conducting and attending meetings, reviewing correspondence, preparing reports, etc.

EMPLOYMENT STANDARDS

Knowledge of:

- Pertinent federal, state and local laws, regulations, codes and ordinances.
- Operational characteristics, services and activities of a comprehensive municipal law enforcement program.
- Structure, functions and inter-relationships of state and local law enforcement agencies.
- Up-to-date law enforcement and law enforcement training procedures in the areas of investigation and identification, patrol, traffic control, juvenile delinquency control, care and custody of persons and property, etc.
- Courtroom procedures and legal practices.
- Firearms, automotive, radio and other law enforcement equipment.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Modern and complex principles and practices of program development and administration.
- Recent developments, current literature and sources of information related to police science and public safety.
- Principles of supervision, training and performance evaluation.
- Modern office practices and technology, including the use of computers for word and data processing.
- Budget development and administration.
- Methods of letter writing and report preparation.
- English usage, spelling, grammar and punctuation. Safe work practices.
- Public / community relations techniques.

Ability to:

- Interpret, analyze, apply and enforce federal, state and local laws, rules and regulations.
- Provide administrative and professional leadership and direction for the Police Department.
- Plan, organize and direct the work of management, supervisory, professional, technical and clerical staff; delegate authority and responsibility.
- Train, supervise and evaluate the performance of staff.
- Perform duties under the pressure of very high expectations for exemplary and non-erring leadership, management, professionalism and implementation of law enforcement procedures.
- Develop, implement and interpret goals for providing effective and efficient municipal law enforcement services.
- Analyze problems, identify alternative solutions, determine consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze and evaluate new service delivery methods and procedures.
- Perform responsible police work in accordance with all applicable laws, regulations, policies, procedures and guidelines.
- Direct thorough criminal investigations.
- Appraise situations and people accurately and quickly, and adopt an effective course of action.
- Work under stressful or dangerous conditions, often involving considerable personal risk or risk to others.
- React quickly and calmly in emergency situations.
- Deal courteously, yet firmly and effectively with the public in police situations. Gain cooperation through discussion and persuasion.
- Properly use firearms and other work-related equipment.
- Plan and administer large and complex budgets; allocate limited resources in a cost- effective manner.
- Perform mathematical computations with accuracy.
- Prepare clean and concise administrative and financial reports. Make effective public presentations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Meet the physical requirements necessary for successful job performance.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities would be qualifying. A typical way to obtain this knowledge and ability would be:

Training

- Graduation from an accredited college or university with a Bachelor's degree in police science or administration, or a closely related field. A Master's degree in the same fields of study is desirable

Experience

- Ten years of increasingly responsible professional experience in law enforcement, including at least five years in an administrative or managerial capacity.

Additional Requirements:

Possession of a valid California driver's license. Possession of a Management Certificate as issued by the state of California Commission on Peace Officer's Standards and Training.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and equipment hazards, adverse weather conditions, temperature and noise extremes, violence, heights, explosives, fumes, dusts, odors, toxic or caustic chemicals, pathogenic substances, vibration.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, run, climb, balance, bend, squat, twist and reach while performing office duties and/or police work; lift and/or move more than 100 pounds of weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen. Requires the strength and stamina to perform law enforcement duties, including handling firearms, making arrests, and driving a motor vehicle.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

POLICE LIEUTENANT

Job Description

DEFINITION

To plan, direct, organize and supervise the Police Department's operations to include law enforcement and crime prevention activities; to coordinate, supervise and participate in the more complex investigative activities; to act as a positive resource in the community to promote proactive crime prevention, enhance community relations and provide outreach and support to all citizens; to perform a variety of functions in support of the Police Department, the City and its citizens; may act in the Police Chief's absence as designated; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This classification functions at a mid-management level of job performance with responsibility for supervising and directing employees in the Police Department. Employees in this classification plan, direct and manage the work of staff through the direct supervision of first line supervisors. Employees in this classification are also responsible for significant administrative functions in support of the Police Department. This job class acts as a resource to all Department personnel and in this capacity, requires strong and in-depth professional and technical knowledge and skills in all facets of law enforcement and crime prevention activities within the community policing philosophy of service delivery.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive consistent direction from the Police Chief within a framework of established policies and standard operating procedures. Employees in this classification exercise direct supervision over assigned sworn and non-sworn personnel.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Plans, directs, organizes and supervises all law enforcement and crime prevention operations for the City's Police Department consistent with the community policing philosophy; supervises and monitors Police Sergeants and Corporals in the day to day management of patrol operations; ensures that all pertinent laws, regulations and operating policies/procedures are followed.
- Plans, monitors and participates in providing proactive crime prevention and community outreach; acts as a resource to City's citizens and the general public; provides training and education to community regarding police activities and crime prevention techniques; making presentations and serving on committees as assigned.
- Oversees and reviews the preparation of criminal complaints, reviews shift reports and police logs and analyzes crime reports to ensure accuracy and completeness of documentation; follows-up on insufficient or inaccurate data; provides feedback and input to staff regarding modifications needed.
- Directs, and monitors arrests and issuance of citations for violations of pertinent laws and ordinances within standard and accepted laws, policies and operational regulations; monitors the booking, transport and the appropriate care and safety of detained persons to ensure compliance with pertinent laws, regulations and guidelines.
- Acts as a primary resource to Police Sergeants, Police Corporals, Police Officers and non-sworn staff regarding a variety of law enforcement, crime prevention and community policing operations, training and activities within the Police Department.

- May conduct internal affairs and background investigations as assigned and on an as-needed basis.
- Oversees and monitors staff appearances in court to present evidence and testimony as to circumstances, occurrences and the investigative process regarding designated cases; provides information, reports and documentation to the court and its representatives in support of case development.
- Prepares a variety of reports, memoranda, correspondence and documentation; establishes and maintains files and records in a complete and confidential manner.
- May act as Police Department Head in the absence of the Police Chief as assigned and as necessary.
- Performs other related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted law enforcement methodology and techniques to include patrol, crime prevention and traffic control.
- Standard and accepted criminal investigative techniques and methodology to include crime scene investigation, interrogation, fingerprinting and arrests.
- Pertinent federal, state and local laws, regulations and guidelines governing the apprehension, arrest and custody of persons accused or suspected of committing felonies and misdemeanors.
- Rules of evidence pertaining to search and seizure and the preservation and presentation of evidence.
- Proper and safe use and care of firearms and other special equipment utilized by sworn police law enforcement personnel.
- Standard and accepted law enforcement recordkeeping, documentation and reporting requirements, methods and procedures.
- Community policing philosophy and methodology.
- Automated safety dispatch and criminal records systems.
- Standard and accepted principles and practices applicable to the supervision and management of a modern police department.
- Standard and accepted principles and practices of employee supervision, evaluation and training.
- City and departmental organizational structure, ordinances, policies and procedures.
- Location and configuration of the City's streets, landmarks, public areas, community facilities and schools.

Ability to:

- Understand, interpret and carry out a variety of both oral and written instructions in an independent manner.
- Present information to and communicate with a variety of individuals and groups in a positive, persuasive and effective manner.
- Plan, direct, supervise and evaluate the work of others in an effective, productive and positive manner.
- Identify and analyze problem/situation in a timely and accurate manner; gather and research pertinent data/information; evaluate facts, evidence and alternatives; and initiate/recommend appropriate course of action.

- Operate a variety of routine and special law enforcement equipment such as a car radio, handguns and other firearms, handcuffs, batons, tear gas, ammunition, chemical reagents, stroll-a-meter, and a variety of protective devices in a safe and effective manner.
- Utilize a computer and designated software at a level sufficient for successful job performance.
- Prioritize and schedule workload in a timely and effective manner for self and others.
- Prepare a variety of documentation, forms and reports.
- Provide courteous and positive community relations and neighborhood outreach.
- Perform assigned duties to include heavy lifting and sporadic but strenuous physical endeavors in a safe and effective manner.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.
- Use and carry a firearm.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standard policy.
- Completion of a P.O.S.T. certified Basic Police Academy Program.
- Possession of P.O.S.T. Intermediate, Advanced and Supervisory Certifications.
- Ability to successfully obtain the P.O.S.T. Management Certificate upon the completion of the first two (2) years of continuous employment in this job class.

EDUCATION, TRAINING AND EXPERIENCE

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Requirements listed below are representative of the education, knowledge, skill, and/or ability required.

Education

- Possession of an Associate of Arts (AA) or Associate of Science (AS) degree with a major in police science, criminal justice, or a related field is required.
- Possession of a Bachelor of Arts (BA) or a Bachelor of Science (BS) degree is highly desirable.

Training

- Successfully completed the P.O.S.T. Supervisory Course (80 hours).

Experience

- At least six (6) years of progressively responsible experience with a law enforcement agency as a Police Officer or Police Detective to include at least two (2) years performing at the level of Police Sergeant.
- Must have successfully completed employment probation as a law enforcement officer at the Gridley-Biggs Police Department.

TYPICAL PHYSICAL REQUIREMENTS

While performing the essential functions of this job class, the employee is regularly required to use hands and fingers to operate a variety of objects, tool, equipment, vehicles and other specialized equipment; flexibility and endurance to stand, climb, stoop, kneel, crawl, bend, walk, reach and crouch; talk and hear clearly and concisely to communicate with citizens, general public, victims, suspects, witnesses, supervisors and fellow employees on a continued basis. Employee is regularly required to lift and/or carry and/or move objects weighing up to 25 to 35 pounds and occasionally lift and/or move individuals weighing more than 165 pounds. Vision requirements for the performance of required duties include close vision, distance vision, color vision, peripheral vision, depth perception and the

ability to adjust focus. Good vision is defined as 20/100 in each eye correctable to 20/30. Night vision is also required. Employee is required to be able to detect a variety of odors such as drugs, alcohol, fumes and hazardous materials spills.

TYPICAL WORKING CONDITIONS

Employee performs many assigned duties outdoors in a variety of climatic conditions including exposure to hot and cold temperatures. The employee may be required to drive a patrol car at times working in cramped spaces and in traffic. Employee works in a high stress environment and is exposed to hazardous, volatile and dangerous situations in the performance of required duties. On-going exposure to these types of environments and situations may create a high demand on an employee's physical, mental and emotional well-being. Continuous contact with other staff, citizens, other agencies and businesses as well as the general public.

PUBLIC WORKS DIRECTOR

Job Description

DEFINITION

To plan, coordinate, direct and review the operations and activities of the Department of Public Works, including public facility engineering; construction and maintenance of streets, storm drains, sewer systems, water systems, and public utilities; City building, equipment and fleet maintenance; to ensure departmental compliance with all applicable laws, regulations and standards; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Administrator and policy direction from the Mayor and City Council. Exercises direct supervision over public works departmental staff.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Plans, directs, reviews and evaluates the activities, programs and projects of the Department of Public Works.
- Develops and implements policies, procedures, goals, objectives, priorities and work standards for the department.
- Interprets and ensures departments compliance with all federal, state and local laws and regulations, City policies and procedures, and standards of quality and safety.
- Establishes, within City policy, appropriate service and staffing levels; allocates resources accordingly.
- Selects, assigns, supervises, motivates and evaluates the performance of departmental personnel; provides for staff training and development opportunities; implements disciplinary and termination processes.
- Reviews and evaluates reports of subordinate staff for accuracy, completeness and compliance with departmental policies and procedures; determines and monitors follow-up actions required.
- Directs and reviews the work of contract consultants providing assistance to the departments; reviews or prepares related requests for proposals and contracts.
- Develops and manages the departmental budgets; monitors and approves all purchase payment orders; prepares and administers grants for special programs and projects.
- Identifies City needs and priorities for specific public works projects, planning projects and building activities; develops and updates short- and long-range goals and capital improvement plans.
- Conducts or directs analytical studies; develops and reviews reports of findings, alternatives and recommendations for the maintenance and improvement of City public works services, planning and building department services; prepares and directs the preparation of a variety of periodic and special reports regarding departmental activities.
- Prepares, reviews and/or approves public improvement plans, specifications, standards and estimates; encroachment, transportation, grading, drainage and flood plain permits; land development conditions of approval and associated agreements; land development maps, deeds and other documents, including acceptance of public right-of-way dedications to the City by deeds.
- Inspects and evaluates public and private improvement projects and public safety concerns.

- Ensures the availability of adequate equipment, vehicles, materials and supplies for Public Works.
- Confers with and provides professional and technical assistance to City Council, City Administrator and other staff on matters related to Public Works functions.
- Coordinates departmental activities with those of other departments and divisions, agencies and private groups as appropriate.
- Represents the department at City Council, Commission, Board, other City and community meetings; may serve on various committees, boards and commissions as appropriate.
- Receives and responds to public inquiries, requests for assistance and complaints regarding departmental projects and activities.
- Monitors legislation and trends in areas of responsibility; evaluates their impact on City operations and recommends and implements policy and procedural improvements.
- Performs general administrative work as assigned, including but not limited to conducting and attending meetings, assisting customers, researching files, scheduling appointments, reviewing correspondence, etc.

EMPLOYMENT STANDARDS

Knowledge of:

- Departmental policies, procedures and standards related to public works maintenance and construction projects and activities.
- Pertinent federal, state and local laws, regulations, codes and ordinances. Administrative principles and methods, including goal setting and planning.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Principles and practices of civil engineering, land development, flood plain management, emergency management, construction and maintenance of public facilities and technical inspection services.
- Modern principles, practices, techniques, equipment, materials and tools used in planning, building and public works construction / maintenance projects and daily operations.
- Safe and proper operation of heavy construction equipment.
- Research methods and sources of information related to public works operations.
- Principles of supervision, training and performance evaluation. Budget preparation and administration practices.
- Principles and practices of modern office management, communications and effective employee and public relations.
- Modern office practices and technology, including the use of computers for word and data processing and spreadsheet applications.
- Methods of letter writing and report preparation. English usage, spelling, grammar and punctuation. Safe work practices.

Ability to:

- Interpret, analyze and apply pertinent federal, state and local laws, codes, ordinances, rules and regulations pertaining to department administration and operations.
- Develop, implement and interpret goals, objectives, policies, procedures and work standards.
- Analyze complex problems, identify alternative solutions, determine consequences of proposed actions and implement recommendations in support of goals.

- Determine work priorities and effectively coordinate and schedule resources and staff to perform activities and projects within time limits.
- Read and understand complex plans, specifications and blueprints.
- Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, specifications, regulations and standard construction practices.
- Exercise sound, independent judgment within general policy guidelines. Select, supervise, train and evaluate staff.
- Prepare and administer a comprehensive budget.
- Perform required mathematical computations with accuracy. Communicate clearly and concisely, both orally and in writing.
- Prepare, verify, analyze and reconcile complex records, reports and recommendations.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Gain cooperation through discussion and persuasion, and facilitate the resolution of difficult political and controversial issues related to Public Works plans and projects.
- Represent the City effectively in meetings with others.
- Interpret complex departmental projects and programs to the public.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain this knowledge and ability would be:

Training

- A Bachelor's degree from an accredited college or university with major coursework in civil engineering is desired but not required.

Experience

- Five years of increasingly responsible professional experience in the field of public works, including at least two years in a responsible supervisory position involving the design, construction and maintenance of public works facilities, preferably in a local government jurisdiction.

Additional Requirements:

- Possession of a valid California driver's license.
- Water and Wastewater certifications desired.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and construction hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, humidity, heights, fumes, dusts, odors, toxic or caustic chemicals, vibration. Worker frequently works past normal office hours for meetings and other events.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office environment; frequent outdoor work is required in the inspection of various land developments, construction sites and public works facilities including water,

sewer, and storm drain systems. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl and reach while performing office duties and/or field work; lift and/or move up to 25 pounds occasionally; use hands to finger, handle, feel or operate objects, tools and controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

RECREATION AIDE

Job Description

DEFINITION

Under general supervision, the Recreation Aide will organize and supervise a variety of recreational activities. The position involves providing skilled leadership and direct participation at various locations. Responsible for managing programs and monitoring a facility when in use.

SUPERVISION RECEIVED AND EXERCISED

An employee in this classification receives general supervision from the City Recreation Coordinator. The employee must exercise overall supervision of participants.

EXAMPLES OF DUTIES

Duties may include but are not limited to the following:

- Lead and organize recreation activities.
- On site coordinator of senior enrichment services, including nutritional programs.
- Coordinate the planning and implementation of a variety of special events and recreational activities for seniors and for youth.
- Manage meal preparation for senior activities.
- Motivate individuals to become more involved in youth activities and senior enrichment activities.
- Perform outreach activities to encourage senior residents to begin, increase, or continue participation in center activities.
- Investigate and resolve the concerns, problems, and or complaints of participants participating in various programs.
- Maintain daily attendance and activity records.
- Observe necessary precautions to secure the safety of participants.
- Issues and collects fees, supplies, and equipment.

EMPLOYMENT STANDARDS

Knowledge of:

- Recreational Programs
- First aid methods and safety precautions related to recreational settings.
- Standard and accepted English usage, spelling and grammar.

Ability to:

- Communicate clearly and concisely, oral and written form
- Supervise, lead, and establish a positive and enjoyable atmosphere for all participants at recreation activities.
- Ability to adapt to change with ease
- Fill in where needed on the job

MINIMUM REQUIREMENTS

- Some experience in marketing, public relations, and with youth and seniors.

- Must obtain or be willing to obtain a valid CPR and basic first aid card.
- Must be able to work a flexible schedule to accommodate City needs including weekends, evenings, holidays and overtime.
- The ability to communicate in Spanish is preferred but not required.
- Fingerprinting is also necessary.

TYPICAL PHYSICAL REQUIREMENTS

Work is performed in recreational facilities, office environments, and on-site in parks or playground/open space. Incumbent sits, stands, walks, kneels, crouches, twists, climbs stairs and inclines, reaches, bends and grasps, pushes, pulls, drags and lifts supplies and equipment weighing 30 pounds or less. An incumbent uses a computer, keyboard and related equipment, and may walk and stand on slippery and uneven surfaces.

With or without accommodations, an incumbent must be able to meet the physical requirements of the class and have mobility, balance, coordination, vision, hearing and dexterity levels appropriate to the duties to be performed. Verbal communication skills are required.

TYPICAL WORKING CONDITIONS

Work is performed both indoors and out of doors at various locations. This position requires interaction with senior residents and school-aged children, instructors, and recreational staff.

RECREATION COORDINATOR

Job Description

DEFINITION

Under general supervision, the Recreation Coordinator will organize and coordinate a variety of recreational program activities and special events. The position involves providing skilled leadership; direct participation at various locations; making arrangements regarding the organization; scheduling and staffing of various recreation program activities; recruiting and evaluating instructors; preparation of reports, news releases, advertisements, flyers and brochures to promote activities, special events, programs, classes; assisting in budget preparation and administration; responding to requests for information; and performing related work as assigned. Requires a flexible schedule to accommodate City needs including weekends, evenings and holidays.

SUPERVISION RECEIVED AND EXERCISED

An employee in this classification receives general supervision from the City Administrator or other designated supervisor. The employee may exercise oversight of contracted instructors that provide fee-based programs and contracted recreation and program attendants.

EXAMPLES OF DUTIES

Duties may include but are not limited to the following:

Plans, organizes, participates in and coordinates a variety of programs, events and activities at one or more assigned locations; creates, drafts and implements programs; evaluates programs and activities as assigned and makes recommendations for changes; schedules and monitors the use of facilities and ensures center security system(s); monitors the maintenance of facilities assigned including grounds and buildings; coordinates registration for various programs and the work of volunteers; leads assigned staff; explains Parks and Recreation programs, policies and procedures to the public and to staff as applicable; gathers data and prepares correspondence and reports as needed; attends a variety of meetings and makes oral presentations; solicits donations for center use/distribution; orders supplies and equipment and monitors expenditures for assigned activities; assists with budget development and monitoring related to area assigned; interacts with service groups and businesses as needed; operates computer and uses applicable software; maintains computerized and manual records; lifts and carries boxes of supplies weighing 30 pounds or less; drives a vehicle on City business.

EMPLOYMENT STANDARDS

Knowledge of:

- Philosophy, principles and practices of public recreation programs, major sports, games and other recreational activities and programs suitable for all age groups
- First aid methods and safety precautions related to recreational settings, athletic fields and basic supervisory practices
- Basic office and purchasing procedures and practices
- Basic project and facility management
- Methods of making effective oral presentations
- English usage and grammar, basic math
- Computer applications related to recreational activities

Ability to:

- Communicate clearly and concisely, oral and written form
- Supervise, coordinate, and train individuals or groups in recreational activities
- Establish and maintain cooperative working relationships with those contacted in the course of work
- Meet the public with courtesy and tact
- Maintain accurate financial and other records

TRAINING AND EXPERIENCE

Any combination equivalent to the experience and education that could likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Training

- Successful completion of the twelfth grade with an ability to read, write and communicate at a level required for successful job performance.

Experience

- Course work at a college level or past experience in Recreation Management, business, or similar field is preferred.

LICENSES AND CERTIFICATES

- Valid California Driver License
- Safe driving record per the City's driving standard policy

TYPICAL PHYSICAL REQUIREMENTS

Work is performed in an office environment and on-site in parks, recreational facilities, or playground/open space. Incumbent sits, stands, walks, kneels, crouches, twists, climbs stairs and inclines, reaches, bends and grasps, pushes, pulls, drags and lifts supplies and equipment weighing 30 pounds or less. An incumbent uses a computer, keyboard and related equipment, drives a vehicle on City business and may walk and stand on slippery and uneven surfaces.

With or without accommodations, an incumbent must be able to meet the physical requirements of the class and have mobility, balance, coordination, vision, hearing and dexterity levels appropriate to the duties to be performed. Verbal communication skills are required.

TYPICAL WORKING CONDITIONS

Work is performed both in an office environment and out of doors. Travel by automobile may be required. This position involves interaction with staff, Council, businesses, civic organizations, and the general public.

City Council Agenda Item #5
Staff Report

Date: October 7, 2019

To: Mayor and City Council

From: Ken Lowe, Division Chief
Paul Eckert, City Administrator/Finance Director

Subject: Acceptance of US Department of Homeland Security SAFER Grant Award

<input checked="" type="checkbox"/>	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully requests that the City Council accept the Fiscal Year 2018 Staffing for Adequate Fire and Emergency Response (SAFER) Grant in the amount of \$1,159,452 with no financial obligations to the City

Background

The City applied for and was awarded funding through the US Department of Homeland Security Fiscal Year 2018 SAFER Grant Program for funding of Firefighters for a three year period. The purpose of the program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments.

The award received through the SAFER Grant will be utilized to fund the salary and associated benefits for two firefighter positions for three years. The City was poised to have been required to pay a match of 25% of the salary and only receive funding for just one firefighter position. However, due to the efforts of Chief Lowe and his Team, as well as the current FEMA funding for our region, the City will now receive funding for 2 full-time Firefighters WITHOUT any local match requirement.

Fiscal Impact

There are no costs required due to the Federal funding, including FEMA funding, of the two new Firefighter positions.

Compliance with City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing effort to be responsive and transparent regarding all business transactions and financial matters.

Attachments

- US Department of Homeland Security Award Letter
- Waiver Request
- SAFER Grant Application

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Spencer Mallinger
GRIDLEY, CITY OF
685 KENTUCKY ST.
GRIDLEY, CA 95948

EMW-2018-FH-00405



Dear Spencer Mallinger,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2018 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding opportunity has been approved in the amount of \$1,159,452.00 in Federal funding.

FEMA has waived, in part or in full, one or more requirements for this grant award. See the Summary Award Memo for additional information about Economic Hardship Waivers.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2018 SAFER Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "Bridget Bean".

Bridget Bean
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2018 Staffing for Adequate Fire and Emergency Response

Recipient: GRIDLEY, CITY OF

DUNS number: 040477788

Award number: EMW-2018-FH-00405

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2018 Staffing for Adequate Fire and Emergency Response (SAFER) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Approved Economic Hardship Waivers

Position cost limit waiver

FEMA has waived the position cost limit requirement for this grant award. Costs are limited to the approved budget per position.

Cost share waiver

FEMA has waived the cost share requirement for this grant award. You are not required to contribute non-Federal funds for this grant award. The recipient is responsible for any costs that exceed the Federal funding provided for this grant award.

Minimum budget waiver

FEMA has waived the minimum budget requirement for this award.

Non-supplanting waiver

FEMA has waived the non-supplanting requirement for this award. SAFER grant funds may be used to replace funds that would be available from State or local sources or from the Bureau of Indian Affairs.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following is the approved budget for this award (including Federal share plus your cost share, if applicable) and summarizes the financial aspects of the grant:

Object Class	First Year	Second Year	Third Year	Total
Personnel	\$196,056.00	\$196,056.00	\$196,056.00	\$588,168.00
Fringe benefits	\$190,428.00	\$190,428.00	\$190,428.00	\$571,284.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
 Federal	 \$386,484.00	 \$386,484.00	 \$386,484.00	 \$1,159,452.00
Non-federal	\$0.00	\$0.00	\$0.00	\$0.00
 Total	 \$386,484.00	 \$386,484.00	 \$386,484.00	 \$1,159,452.00

2 C.F.R. § 200.308 identifies the limits to the changes that can be made and when prior approval is required from FEMA, but this provision does not apply to the breakdown by year. If you have questions about which changes require FEMA's prior approval, please contact your Grants Management Specialist.

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2018 SAFER NOFO.

Approved request details:

Hiring of Firefighters

Firefighter Position

BENEFITS FUNDED

The standard benefit package includes the following: Salary: \$5098.00 Planned Overtime: \$2817.00 19 hours per week per bargaining unit contract (19 hours per week = 72 hours scheduled - 53 hours straight time) Educational Incentive: \$75.00 per bargaining unit contract Uniform Allowance: \$179.00 per bargaining unit contract Total Benefits: \$6268.26 Retirement: \$3770.49 Employee Leave Buyout: \$144.62 Health/Dental/Vision: \$1429.99 Medicare: \$115.84 Survivors Benefits: \$6.12 Prefunding of Post Employment Benefits: \$351.56 Workers Compensation: \$449.64 Total Per Month: \$16,254.92 Total Annual: \$195,059.04 Per the SAFER NOFO: Salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER grant are eligible. Costs for uniform allowances that are not contractually obligated, included as part of the standard benefits package for all employees, or reimbursed via payroll are ineligible.

NUMBER OF FIREFIGHTERS	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
2	\$98,028.00	\$95,214.00	\$193,242.00

3 YEAR TOTAL

\$1,159,452.00

CHANGE FROM APPLICATION

Benefits funded changed

Annual benefits from \$97,031.00 to \$95,214.00

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction removes ineligible costs for administrative costs requested in the application. The award reflects a change from the application. This change is to provide additional information on eligible costs as outlined in the Notice of Funding Opportunity (NOFO).

Agreement Articles

Program: Fiscal Year 2018 Staffing for Adequate Fire and Emergency Response

Recipient: GRIDLEY, CITY OF

DUNS number: 040477788

Award number: EMW-2018-FH-00405

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Article 1	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications DHS financial assistance recipients must complete either the Office of Management and Budget(OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances -Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations(C.F.R) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.
Article 2	DHS Specific Acknowledgements and Assurances All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool .
Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975
	Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990
	Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII)
	Recipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI
	Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	Civil Rights Act of 1968
	Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D)
Article 10	Copyright
	Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of The Energy Policy and Conservation Act Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. § 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. § 2225.
Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidancepublished-help-department-supported-organizations-provide-meaningfulaccess-people-limited and additional resources on http://www.lep.gov .
Article 22	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 23	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25	Non-supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 26	Notice of Funding Opportunity Requirements All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated hereby reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 27	Patents and Intellectual Property Rights Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 28	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 29	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 30	Reporting of Matters Related to Recipient Integrity and Performance If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 31	Reporting Subawards and Executive Compensation Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 33	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	Trafficking Victims Protection Act of 2000 Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) codified as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	Universal Identifier and System of Award Management (SAM) Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 36	USA Patriot Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 37	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 39	Acceptance of Post Award Changes In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40	Prior Approval for Modification of Approved Budget
	<p>Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.</p>
Article 41	Disposition of Equipment Acquired Under the Federal Award
	<p>When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.</p>
Article 42	Environmental Planning and Historic Preservation
	<p>DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.</p>

Obligating document

1. Agreement No. EMW-2018-FH-00405	2. Amendment No. N/A	3. Recipient No. 94-6000344	4. Type of Action AWARD	5. Control No. WX02684N2019T		
6. Recipient Name and Address GRIDLEY, CITY OF 685 KENTUCKY ST GRIDLEY, CA 95948		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Sean Norman	9a. Phone No. 530-282-2533	10. Name of FEMA Project Coordinator Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program		10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 09/13/2019	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 03/11/2020 to Budget Period 03/11/2020 to 03/10/2023		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + Award or (-)	Current Total	Cumulative Non-Federal Commitment
SAFER	97.083	2019-F8-GF01 - P431-xxxx-4101-D	\$0.00	\$1,159,452.00	\$1,159,452.00	\$0.00
		Totals	\$0.00	\$1,159,452.00	\$1,159,452.00	\$0.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)						
This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Spencer Mallinger	DATE 09/20/2019
18. FEMA SIGNATORY OFFICAL (Name and Title) Bridget Bean, Acting Assistant Administrator Grant Programs Directorate	DATE 09/13/2019

This is a request for a waiver of the Position Cost Limit, Cost Share, Minimum Budget, and Supplanting requirements for Gridley Fire Department's FY 2018 SAFER Grant request.

History

While the recession of the late 2000s hit the entire country hard, recovery throughout Butte County, and in the City of Gridley specifically, has been slower than anticipated. After many years of fiscal challenges, the past three budget cycles are the first that the city has been able to maintain a positive General Fund balance after many years of deficits.

General Fund revenues have decreased from approximately \$3.5 million in FY15/16 to \$3.1 million in FY 17/18-a loss of over 10%. In order to balance the budget, the city has instituted furloughs, reduced operating costs, postponed capital improvements, offered an early retirement program, sought partnerships with adjacent jurisdictions for fire and police protection, and taken other measures to reduce strain on the General Fund.

Compounding matters, according to the USDA Economic Research Service, unemployment rates throughout Butte County have been 1 percentage point or more above state averages each of the last 10 years. Further, median household incomes are approximately 2/3 of the state average, while 18.1% are living in poverty versus the statewide poverty rate of 13.3%.

The city provides electrical, potable water, and sewer services within the city limits. This service typically produces positive cash flow to support city services. Increased solar installations in the city have challenged electrical revenues in recent years. Profitably operating the city's electrical utility will become increasingly challenging in the years to come as California law goes into effect in 2020 requiring solar panels on all new construction.

Recently, Mary's Gone Crackers, a snack food company that had grown from small startup to a national brand from a warehouse in Gridley over the past 15 years, moved their operation to Reno, Nevada. Mary's Gone Crackers had been the city's major utility account and one of the area's largest employers, with over 130 employees. The loss of utility revenue compounds the loss of tax revenue and loss of jobs that were previously considered stable.

In addition to the lost future tax and utility revenue from Mary's Gone Crackers ceasing operations in Gridley, the Electric Department recently discovered a billing error on Mary's Gone Crackers' account. This error created an overcharge of \$324,940 over the past five fiscal years-a full 10% of the city's annual General Fund revenues. Since repayment of the full sum at one time would significantly impact the city's ability to fund critical operations, the city is currently working with Mary's Gone Crackers to negotiate a payment schedule. Even if a multi-year payment plan is negotiated, this billing error will negatively affect city finances for a number of years.

As noted in the original grant application, the 153,000 acre Camp Fire devastated the northeastern portion of Butte County in November, 2018, destroying some 19,000 structures and killing 85 civilians-becoming the deadliest and most destructive wild land fire in California history. As some 30,000 citizens evacuated, many settled in with friends and family in Gridley. Also, FEMA has indicated intentions to set up evacuee housing in Gridley, bringing an additional 1,000 or more residents.

With Gridley's motto being "The small town that loves company", the new citizens will be absolutely welcomed with open arms. Eventually, the new residents will translate into increased city revenues, however, in the mean time, there are increased demands for city services, from police and road repair to schools and fire protection. The expense for these additional services are being borne by every department in the city.

Austerity Measures

With the influx of evacuees from the Camp Fire, there has been talk of a FEMA sponsored housing project proposed in Gridley. Part of those discussions has been a proposal for FEMA to provide some funding to offset the effects of the new residents.

While the FEMA proposal has not been finalized, there are many competing priorities for any funds received, ranging from law enforcement concerns to infrastructure improvement needs to impacts to local schools. It has not been determined how much, if any, funds will be directed toward fire protection mitigations for the increased population.

In addition, separate grant and other assistance proposals have been submitted to mitigate the impact to schools, police, public works, transportation, and other impacted program areas. However, it is unlikely that any of these funds will be dedicated to fire department staffing.

Since the Camp Fire disaster occurred just over four months ago, Gridley is still in the relatively early stages of determining the long-term effects of our new residents, but is actively exploring all avenues to secure funding to increase services.

Operational Impact

As noted in the main application, staffing at the fire station in Gridley has been reduced from a minimum of 4 firefighters per day to a minimum of 3. Studies have shown that a team of 4 firefighters can perform a set of tasks 30% faster than a team of 3. As such, it is a given that the plethora of tasks that must be completed in the initial minutes after arrival at a working structure fire will take longer to complete. Therefore, we have adjusted our strategy and tactics accordingly.

With our current staffing model, we do not meet NFPA 1720 benchmarks—even with extensive resource sharing and boundary drop aid agreements with our neighbors. Further, we must wait for another apparatus or a GFD volunteer to arrive in order to meet OSHA's 2 in/2 out rule.

As a result, our operations have had to change. Instead of being able to initiate a rapid, interior fire attack if needed, we must now be more conservative. This means initiating fire attack in a defensive manner from the outside of the structure, then progressing to an interior attack to accomplish full extinguishment once additional units arrive. This delays full extinguishment, increases property damage (both due to fire and additional water application), decreases likelihood of victim survivability, and increases potential for structural collapse injuring a firefighter.

Since the station houses a Type 1 engine, a 100 foot quint, a Type 3 wildland engine, and the water rescue pickup, trailer, and inflatable boats, having 4 people at the station allowed the ability to cross staff apparatus as needed. In the event of a structure fire, for example, two personnel could cross staff the quint and the other two respond the Type 1 engine, bringing an entire complement of hose, ladders, and tools to the scene, including aerial capabilities.

The ability to cross staff apparatus in this manner is ineffective with three firefighters and poses firefighter safety concerns. Having one firefighter respond alone in a second apparatus separates the company officer from the entire crew, fragmenting communication and creating potential accountability issues.

A key benefit of bringing two apparatus is to increase the inventory of tools available to the first arriving firefighters. With only 3 personnel, splitting the crew to complete tasks using tools from each apparatus

leaves one firefighter to act alone, which is unsafe. This limits the strategic options available to the first in company officer.

Since its inception in 1887, Gridley Fire has striven to provide full service fire protection in the most cost-effective manner. While the current economic climate has tested GFD's ability to maximize operational efficiency in every manner possible, with an influx of new residents, the Gridley's economic future looks promising. The city anticipates that Camp Fire evacuees-turned-residents will translate into sustainable tax revenue as the city recovers from the loss of Mary's Gone Crackers and the many other challenges noted in this waiver request. We are optimistic that city revenues will improve sufficiently in coming years to enable GFD to retain the SAFER positions at the end of the grant period.

That said, even though the City Council has expressed support for this SAFER application, given the challenges associated with quantifying the economic effects of the Camp Fire, as well as the other short-and long-term economic challenges cited in this waiver request, the receipt of this waiver will be a key factor in the council's ability to accept a potential award.

Entire Application

Applicant's Acknowledgements

- * I certify the DUNS number in this application is our only DUNS number and we have confirmed it is active in SAM.gov as the correct number.
- * As required per 2 CFR § 25, I certify that prior to submission of this application I have checked the DUNS number listed in this application against the SAM.gov website and it is valid and active at time of submission.
- * I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible and can be completed within the award's Period of Performance (POP).
- * I certify that the applicant organization is aware that this application period is open from 02/15 to 03/22/2019 and will close at 5 PM EST; further that the applicant organization is aware that once an application is submitted, even if the application period is still open, a submitted application cannot be changed or released back to the applicant for modification.
- * I certify that the applicant organization is aware that it is solely the applicant organization's responsibility to ensure that all activities funded by this award(s) comply with Federal Environmental planning and Historic Preservation (EHP) regulations, laws, and Executive Orders as applicable. The EHP Screening Form designed to initiate and facilitate the EHP Review is available at: <https://www.fema.gov/media-library/assets/documents/90195>.
- * I certify that the applicant organization is aware that the applicant organization is ultimately responsible for the accuracy of all application information submitted. Regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, an existing award being locked pending investigation, or referral to the Office of the Inspector General.

Signed by Spencer Mallinger on 2019-03-22 15:49:20.0

Overview

*** Are you a member, or are you currently involved in the management of the fire department or organization applying for this grant with this application?**

Yes, I am a member/officer of this applicant

If you answered **No**, you must please complete the preparer information below. If you answered **Yes**, please skip the Preparer Information section.

Note: Fields marked with an asterisk (*) are required.

Preparer Information	
Preparer's Name	
Address 1	
Address 2	
City	
State	
Zip	- Need help for ZIP+4?
Primary Phone	Ext. Select
Email	

In the space below please list the person your fire department or organization has selected to be the **Primary Point of Contact** for this grant. This should be an officer, member, or employee of the fire department or organization applying for the grant that will see the grant through completion, has the authority to make decisions on and to act upon this grant application.

The Primary Contact, as listed below, is the person for which all exchanges of information will be made relative to the application; all information provided must be specific to the contact listed. The Primary Contact must be an employee of the fire department or organization applying for the grant and shall not be a grant writer or a non-employee of the fire department or organization.

In addition to the Primary Contact information, you will be asked to provide two (2) Alternate Points of Contact on the next page. The Alternate Contacts must be familiar with the application and must be able to answer any questions relative to this application in the event that Primary Point of Contact is unavailable. When you are finished, click the Save and Continue button below.

Reminder: Please list only phone numbers and an email address where we can get in *direct contact* with the respective point of contact(s). If this contact changes at any time during the period of performance please update this information.

Note: Fields marked with an asterisk (*) are required.

Primary Point of Contact	
* Title	Firefighter II
Prefix	Select
* First Name	Spencer
Middle Initial	
* Last Name	Mallinger
* Primary Phone	530-228-0055 Ext. Type cell
* Secondary Phone	530-538-7111 Ext. Type work
Optional Phone	Ext. Type Select
Fax	
* Email	spencer.mallinger@fire.ca.gov

Contact Information

Alternate Contact 1 Information	
* Title	Battalion Chief
Prefix	N/A
* First Name	Sean
Middle Initial	
* Last Name	Norman
* Primary Phone	530-282-2533 Ext. Type cell
* Secondary Phone	530-868-5834 Ext. Type work
Optional Phone	Ext. Type Select
Fax	
* Email	sean.norman@fire.ca.gov

Alternate Contact 2 Information	
* Title	Division Chief
Prefix	N/A
* First Name	Jamie
Middle Initial	
* Last Name	Norton
* Primary Phone	530-638-6447 Ext. Type cell
* Secondary Phone	530-538-6837 Ext. Type work
Optional Phone	Ext. Type Select
Fax	
* Email	jamie.norton@fire.ca.gov

Applicant Information

EMW-2018-FH-00405

Originally submitted on 03/22/2019 by Spencer Mallinger (Userid: gridleyfd)

Contact Information:

Address: 47 East Gridley Road

City: Gridley

State: California

Zip: 95948

Day Phone: 5305387111

Evening Phone:

Cell Phone: 5302280055

Email: spencer.mallinger@fire.ca.gov

Application number is EMW-2018-FH-00405

Applicant Information	
* Organization Name	Gridley Fire Department
* What kind of organization do you represent?	Combination (Majority Volunteer)
If you answered "Combination" above, what is the percentage of career members in your organization?	21.43%
* Type of Jurisdiction Served	City
If "Other", please enter the type of jurisdiction served	
* In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	Butte County, CA

SAM.gov (System For Award Management)

* What is the legal name of your Entity as it appears in SAM.gov?

Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.

* What is the legal business address of your Entity as it appears in SAM.gov?

Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.

* Mailing Address 1	685 Kentucky St
Mailing Address 2	
* City	Gridley
* State	California
* Zip	95948 - 2199 Need help for ZIP+4?
* Employer Identification Number (e.g. 12-3456789) Note: This information must match your SAM.gov profile.	94-6000344
* Is your organization using the DUNS number of your Jurisdiction?	Yes
* I certify that my organization is authorized to use the DUNS number of my Jurisdiction provided in this application. (Required if you select Yes above)	<input checked="" type="checkbox"/>
* What is your 9 digit DUNS number?	040477788 (call 1-866-705-5711 to get a DUNS number)
If you were issued a 4 digit number (DUNS plus 4) by your Jurisdiction in addition to your 9 digit number please enter it here. Note: This is only required if you are using your Jurisdiction's DUNS number and have a separate bank account from your Jurisdiction. Leave the field blank if you are using your Jurisdiction's bank account or have your own <u>DUNS number</u> and bank account separate from your Jurisdiction.	
* Is your DUNS Number registered in SAM.gov (System for Award Management previously CCR.gov)?	Yes
* I certify that my organization/entity is registered and active at SAM.gov and registration will be renewed annually in compliance with Federal regulations. I acknowledge that the information submitted in this application is accurate, current and consistent with my organization's/entity's SAM.gov record.	<input checked="" type="checkbox"/>
Headquarters or Main Station Physical Address	
* Physical Address 1	47 East Gridley Road
Physical Address 2	
* City	Gridley
* State	California
* Zip	95948 - 2603 Need help for ZIP+4?
Mailing Address	
* Mailing Address 1	685 Kentucky St
Mailing Address 2	
* City	Gridley
* State	California
* Zip	95948 - 2199 Need help for ZIP+4?
Bank Account Information	
* The bank account being used is: (Please select one from right)	Maintained by my Jurisdiction
Note: The following banking information must match your SAM.gov profile.	

* Type of bank account	Checking
* Bank routing number - <u>9 digit</u> number on the bottom left hand corner of your check	121000248
* Your account number	8357298887
Additional Information	
* For this fiscal year (Federal) is your jurisdiction receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request?	No
* Is the applicant <u>delinquent on any federal debt?</u>	No
If you answered "Yes" to any of the additional questions above, please provide an explanation in the space provided below (4000 characters) :	

Applicant Characteristics (Part I)

* Is this application being submitted on behalf of a Federal Fire Department or organization contracted by the Federal government which is solely responsible for the suppression of fires on Federal property?	No
* Please indicate the type of community your organization serves.	Urban
* Please describe your organization and/or the community that you serve (2000 characters) .	With origins dating to 1887, the Gridley Fire Department (GFD) provides all risk fire protection for the City of Gridley, California. Located 60 miles north of Sacramento in the middle of the fertile Sacramento Valley, Gridley is home to 7,000 permanent residents, plus an estimated 1,000 evacuees from the nearby Town of Paradise, which was devastated during the Camp wildfire in November, 2018. This year, Gridley really lived up to its motto: The small town that loves company. Agriculture has been a staple of Gridley and the surrounding area since the 1860s, and continues to support the local economy to this day. Since the railroad came to town in the 1870s, agriculture related industries have become a mainstay. The Libbys cannery that opened in 1896 became the largest peach canning operation in the world before it closed in the early 2000s. The 558,000 square foot cannery building caught fire in 2015. Even with GFDs limited staffing, the fire was confined to roughly 120,000 square feet, saving over $\frac{3}{4}$ of the structure and contents. GFD consists of both career and volunteer firefighters, operating a station that is jointly funded by GFD and Butte County Fire Department (BCFD). As part of a cooperative agreement, GFD and BCFD split the cost to staff, maintain, and equip the station. GFD is also responsible for coordinating the county-wide interagency water rescue team, housing a rescue support pickup and trailer that carry two inflatable boats and water rescue gear. As a CAL OES Type II water rescue team, the 30 member, interagency, county-wide team is routinely deployed throughout the region, completing 30 to 60 or more swift- and static-water rescues each year. For over 130 years, GFD has focused on community involvement and customer service.

	GFD volunteers have organized the annual Red Suspenders Day each spring since 1961, an event that draws some 8,000 attendees for a parade, bed races, and other fun firefighter themed events.
* What is the square mileage of your first-due response area? Primary/First Due Response Area is a geographical area proximate to a fire or rescue facility and normally served by the personnel and apparatus from that facility in the event of a fire or other emergency and does not include daily or seasonal population surges.	84
* What percentage of your primary response area is protected by hydrants?	5 %
* Does your organization protect critical infrastructure?	Yes
If Yes, please describe the critical infrastructure protected (3000 characters) .	GFD is responsible for fire protection for the following facilities: Gridley City Hall Orchard Hospital, a 45 bed acute care hospital with emergency services. Historic downtown Gridley, with many buildings that date back to the city's founding 150 years ago and remain historically intact. Hazel Hotel, Gridley's only remaining railroad-era hotel was built in 1888, NPS National Register of Historic Places #01000705. Silk Stocking Row, a series of victorian style homes from the late 1890s that have been well preserved in their original condition. These multi-story homes were built using balloon frame construction, making rapid extension of a fire from floor to floor a significant challenge. Hovlid Community Care Center, an 82 bed skilled nursing facility. Gridley Veterans Memorial Hall is used for many community events and is typically the city's primary polling place during elections. City owned electric, water, and sewer utility facilities housing generation, processing, and distribution equipment. The cannery complex, consisting of two adjacent buildings covering some one million square feet of warehouse and goods processing for multiple businesses. This is the location of the cannery fire in 2015 mentioned in the other areas of this application. Butte County Fairgrounds-a 38 acre complex used for the annual county fair, rodeos, dog shows, and other community events. Three elementary schools and one middle and one high school. Wild Goose underground gas storage facility with a capacity of 75 billion cubic feet of natural gas, servicing all of Northern California and beyond. State Highway 99 bisects the City of Gridley, carrying some 23,000 vehicles per day, 10% of which are trucks carrying cargo of all types from throughout the state and across the west coast.
(Percentages in three answers below must sum up to 100%)	
* How much of your primary response area is for agriculture, wildland, open space, or undeveloped properties?	91%
* What percentage of your primary response area is for commercial and industrial purposes?	1 %
* What percentage of your primary response area is used for residential purposes?	8 %
* How many occupied structures (commercial, industrial, residential, or institutional) in your primary response area are more than three (3) stories tall? Do not include structures which are not regularly occupied such as silos, towers, steeples, etc.	
* What is the permanent resident population of your <u>Primary/First-Due Response Area or jurisdiction served?</u>	
* Do you have a seasonal increase in population?	No
If Yes what is your seasonal increase in population?	
* How many stations are operated by your organization?	1
* Please indicate if your department has a formal automatic/mutual aid agreement with another community or fire department and the type of agreement that exists.	Both automatic and mutual aid

* What services does your organization provide?			
Basic Life Support	Emergency Medical Responder Haz-Mat Operational Level Haz-Mat Technical Level	Rescue Operational Level Rescue Technical Level Structural Fire Suppression Wildland Fire Suppression	

SAFER intends to improve local fire departments' staffing and deployment capabilities so they may more effectively respond to emergencies. With the enhanced staffing, a SAFER grant recipient's response time will be reduced sufficiently and an appropriate number of trained personnel will be assembled at the incident scene.

The following questions are designed to help us understand the staffing changes that have occurred in your department over the past several years and how the grant will assist in improving your staffing levels. The information provided must be a true and accurate depiction of your department on the timelines listed below.

Use the following definitions when completing the table below.

Total # of Operational Career Personnel — this number represents the total number of **full-time operational career personnel** employed by your department on the dates indicated. (Note: only operational personnel — including operational officers - should be included)

Operational Officers — of the operational career personnel indicated in the "Total # of Operational Career Personnel" question, how many of those serve in **operational officer-level (both command and company) positions**?

NFPA Compliance — of the "Total # of Operational Career Personnel" indicated, how many are assigned to **field or response apparatus positions that directly support the department's compliance** with NFPA 1710 (Section 5.2.4.1 — Single-Family Dwelling Initial Full Alarm Assignment Capability) or NFPA 1720 (Section 4.3 — Staffing and Deployment)? (Note: Officers should **only** be included in this number if they **directly support the department's compliance** with NFPA 1710 or NFPA 1720 compliance)

Note: The number of **career personnel** in any of these fields should include positions which are job-shared. Job-shared positions will be counted as one (1) regardless of how many personnel fill those positions.

For more information regarding these standards please see the Notice of Funding Opportunity or go to www.nfpa.org/freeaccess

* What is the department's current (at the start of the application period) budgeted operational staffing level? (NOTE: include all budgeted positions, even if they are not currently filled)	3		
	Total # of Operational Career Personnel	# Operational Officers	# NFPA Support
* Staffing levels at the start of the application period	3	1	3
* Staffing levels at one year prior to the start of the application period	4	1	4
* Staffing levels at two years prior to the start of the application period	5	1	5
* If awarded this grant, what will the staffing levels be in your department? Note: These numbers should reflect the staffing levels at the start of the application period plus the number of positions being requested in the application. (Whole Numbers only)	5	1	5
* Please provide details on the department's existing staffing model to include the number of shifts, number of positions per shift, chief level officer staffing per shift (i.e., Battalion Chief, District Chief, etc.), and contracted work hours.	(3000)		

characters)

Gridley Fire (GFD) and Butte County Fire (BCFD) jointly operate a single station within the Gridley City limits. This decades old cooperative agreement provides mutually beneficial economies of scale, while offering a higher level of service to both jurisdictions than could be provided if each department operated independently. As part of the agreement, the departments share the cost of personnel and day-to-day operations. Historically, minimum daily staffing at the jointly operated station has been four firefighters, with GFD and BCFD each funding sufficient personnel to each provide two personnel per day. With GFDs budget shortfalls in recent years, GFDs roster has been reduced from 5 to 3. As a result, combined minimum daily staffing has been reduced to three, as BCFD has not been in a position to subsidize GFDs deficit. Apparatus at the station are cross staffed as conditions dictate, with each department responsible for maintaining the vehicles they supply. GFD provides a 100 foot quint, a Type 3 wildland engine, a pickup and trailer equipped with inflatable boats and water rescue gear, and a Type 1 reserve engine. BCFD provides the first-due Type 1 engine and a reserve engine from elsewhere in BCFDs fleet when that engine is in for maintenance in addition to duty chief coverage every day. Firefighters for both GFD and BCFD work an unconventional schedule-72 hours on followed by 96 hours off. This creates a 3 on/4 off pattern with each person assigned the same days each week. While the schedule creates consistency for the employee, it creates a situation where there are a different number of personnel on duty each day, versus a traditional three platoon style schedule. Our firefighters are scheduled 72 hours per week and receive overtime after 53 hours. Each firefighter earns 19 hours of planned overtime (called EDWC) each week. Hours above 72 per week receive unplanned overtime at the same hourly rate as EDWC. With this schedule and 3 firefighters, GFD is able to schedule one firefighter per day on five days per week and two firefighters per day on two days per week. When paired with BCFD maintaining two firefighters every day, this provides a total of three firefighters five days per week and four firefighters two days per week. GFDs firefighters are augmented by a roster of 11 fully qualified volunteer firefighters with one additional in training. In general, GFDs volunteers are dispatched to any multi-engine response in and around the City of Gridley, such as traffic collisions and all types of fires, in addition to selected medical aids and other calls for service. GFDs volunteers operate a BCFD owned water tender, providing the primary water source to areas in and around Gridley that do not have a municipal water source. After considering their regular job, family commitments, and other obligations, GFDs volunteers routinely provide an average of two firefighters per working fire to augment our career staff.

* Does your department utilize part-time paid firefighters?	No
If Yes, please provide details on how the part-time firefighters are used within your department to include the number of part-time firefighters, the number of full-time, NFPA compliant positions these part-time firefighters occupy, if applicable, and how they are scheduled to meet your staffing needs (3000 characters) .	
* Does your department utilize reserve/relief paid firefighters?	No
If yes, please provide details on how the reserve/relief firefighters are used within your department to include the number of reserve/relief firefighters, the number of full-time, NFPA compliant positions these part-time firefighters occupy, if applicable, and how they are scheduled to meet your staffing needs (3000 characters) .	
* Do you currently report to the National Fire Incident Reporting System (NFIRS)?	Yes

Applicant Characteristics (Part II)

	2019	2018	2017
* What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	0	0	0
* What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	0	1	0
* What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
* What is the total number of line of duty <u>member injuries</u> in your jurisdiction over the last three calendar years?	0	1	1

* What is your department's operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) related to fire-related programs and emergency response for the current (at time of application) fiscal year?	Fiscal Year: 2018 Budget: \$ 763,473
* What was your department's operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) related to fire-related programs and emergency response for the previous three fiscal years?	Fiscal Year: 2017 Budget: \$ 890,600 Fiscal Year: 2016 Budget: \$ 758,255 Fiscal Year: 2015 Budget: \$ 739,577
Please indicate in the text box next to each of the budget figures what fiscal year that amount pertains to.	
* What percentage of your operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)?	92 %
* Does your department have any rainy day reserves, emergency funds, or capital outlay?	No
If yes, what is the total amount currently set aside?	
If yes, describe the planned purpose of these funds (1000 characters) .	
* What percentage of your annual operating budget is derived from: Enter numbers only, percentages must sum up to 100%	

<u>Taxes?</u>	100 %
Bond Issues?	0 %
<u>EMS Billing?</u>	0 %
Grants?	0 %
Donations?	0 %
Fund drives?	0 %
<u>Fee for Service?</u>	0 %
Other?	0 %
If you entered a value other than 0 into the "Other" field, please explain (1000 characters) :	

* How many **frontline** vehicles does your organization have in each of the types or classes of vehicle listed below that respond to **first alarm assignments in support of NFPA 1710/1720**? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession. Enter numbers only and enter 0 if you do not have any of the vehicles below.

Type or Class of Vehicle	Number of Frontline Vehicles	Total Number of Available Riding Positions	Total Number of Filled Riding Positions
Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Type I or Type II Engine Urban Interface	0	0	0
Ambulances for transport and/or emergency response	0	0	0

Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more)	0	0	0
Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint	1	4	2
Brush/Quick attack (pumping capacity of less than 750 gpm and water carrying capacity of at least 300 gallons): Brush Truck, Patrol Unit (Pickup w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine	1	4	0
Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit	1	4	0
Additional Vehicles: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support (Command, Operational Support/Supply), Hose Tender, Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle	0	0	0
Please use this comments section if you wish to provide any additional information with regards to the Type or Class of Vehicle section above (2000 characters).	Gridley Fire (GFD) owns a 100 foot quint, a Type 3 wildland engine, and a pickup with trailer outfitted with two inflatable boats and water rescue equipment as part of the county-wide water rescue team. GFD also owns a Type 1 fire engine that is used as a reserve when the quint is down for maintenance.		

Department Call Volume

	2018	2017	2016
* Summary of responses per year by category (Enter whole number only. If you have no calls for any of the categories, Enter 0)			
Fire - NFIRS Series 100	48	36	31
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	16	19	4
Rescue & Emergency Medical Service Incident - NFIRS Series 300	783	818	815
Hazardous Condition (No Fire) - NFIRS Series 400	31	30	16
Service Call - NFIRS Series 500	61	93	102
Good Intent Call - NFIRS Series 600	32	20	17
False Alarm & False Call - NFIRS Series 700	61	48	56
Severe Weather & Natural Disaster - NFIRS Series 800	0	0	0
Special Incident Type - NFIRS Series 900	0	0	0
Total	1032	1064	1041

FIREs

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-120)	12	14	7
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Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)	6	7	8
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)	30	15	16
Total	48	36	31
What is the total acreage of all vegetation fires?	5	6	3

RESCUE AND EMERGENCY MEDICAL SERVICE INCIDENTS

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)	71	83	89
Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352)	5	3	3
Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)	3	8	1
How many EMS-BLS Response Calls	911	627	723
How many EMS-ALS Response Calls	0	0	0
How many EMS-BLS Scheduled Transports	0	0	0
How many EMS-ALS Scheduled Transports	0	0	0
How many Community Paramedic Response Calls	0	0	0
Total	990	721	816

MUTUAL AND AUTOMATIC AID

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

How many times did your organization receive Mutual Aid?	0	0	0
How many times did your organization receive Automatic Aid?	12	14	7
How many times did your organization provide Mutual Aid?	0	0	0
How many times did your organization provide Automatic Aid?	19	27	30
Of the Mutual and Automatic Aid responses, how many were structure fires?	15	10	13

Request Details

The activities for your organization are listed in the table below.

Activity	Number of Entries	Total Cost
Hiring of Firefighters	1	1,170,354

FEMA Form 080-0-4

Hiring of Firefighters

* 1. Select which line-item below best describes your organization and the NFPA standard you are attempting to meet.

--

NFPA Requirements						
Check One	NFPA Standard (see the Notice of Funding Opportunity for more detail regarding these standards)	Department Characteristics	Demographic	Assembly Staffing	Response Time	Frequency of Time
	1710	Career	With Aerial	15	8 min	90%
	1710	Career	Without Aerial	14	8 min	90%
	1720 - Urban	Urban Combo/Vol	> 1,000 pop/square mile	15	9 min	90%
X	1720 - Suburban	Suburban Combo/Vol	500 - 1,000 pop/square mile	10	10 min	80%
	1720 - Rural	Rural Combo/Vol	< 500 pop/square mile	6	14 min	80%
	1720 - Remote	Remote Combo/Vol	Travel > 8 mi	4	n/a	90%

* 2. Based on the current staffing levels, how often does your department meet the NFPA assembly requirements as indicated in the table above for the department's primary/first due response area?	Rarely (1 to 19%)	Help
NOTE: If your department utilizes overtime to fill positions to ensure you are meeting applicable NFPA staffing and deployment standards, you should remove the number of positions filled by overtime from your calculations.		
* 2a. If awarded the number of positions requested in this application, how often do you anticipate that your department will meet the NFPA assembly requirements as indicated in the table above?	Most of the Time (80 to 99%)	
Help		
* 3. Based on the current staffing levels, what is the average actual staffing level on your first arriving engine company or vehicle capable of initiating suppression activities on the number of structure fires indicated in the "Department Call Volume" section of your application? (Up to one decimal i.e., 2.5)	3	
NOTE: If your department utilizes overtime to fill positions to ensure you are meeting applicable NFPA staffing and deployment standards, you should remove the number of positions filled by overtime from your calculations.		
* 3a. If awarded the number of positions requested in this application, what will be the average actual staffing level on your first arriving engine company or vehicle capable of initiating suppression activities on the number of structure fires indicated in the "Department Call Volume" section of your application? (Up to one decimal i.e., 2.5)	4	
* 4. Describe the department's step-by-step hiring process (application period, written test, physical, approval). The timeline for each step must be included and you must discuss how long, after award, you will be able to start a recruit class. If you are requesting more positions than can be trained in one recruit class, please discuss when you will be able to hold the second class. (2000 characters) .	The Gridley Fire Department (GFD) recruits from a third-party statewide eligibility list. To apply for the list, applicants must be within two months of 18 years of age and have either: Three months firefighting experience or One year experience as a certified volunteer firefighter or Completion of training courses, prerequisite to Fire Fighter I	

	<p>certification or One year of experience as a Fire Prevention Specialist I and completion of the mandatory training courses prescribed for a Department of Forestry and Fire Protection Fire Fighter I.</p> <p>Once the application is accepted and minimum qualifications are verified, the applicant is invited to complete a written exam. The applicant's score on the exam determines their placement on the third-party's eligibility list. The list typically contains hundreds of qualified, pre-screened applicants and is updated periodically. The third-party conducts all pre-employment activities up to this point.</p> <p>As GFD identifies vacancies, the department requests the names from the eligibility list of those who indicated they would like employment in our area on their application. GFD conducts interviews, resume review, and/or other candidate selection screenings. Once a candidate is selected, they complete a medical exam, background check, and, if successful, are offered employment. This process can take up to six weeks.</p> <p>Depending upon the experience of the candidates, GFD may provide an in house on-the-job training program or send the candidate to a seven-week firefighter academy the state fire training facility. Candidates, upon placement at the station, complete a 3 year firefighter apprenticeship program.</p> <p>Both firefighters displaced were absorbed by nearby departments with vacancies at that time. If possible, GFD will allow them to return to GFD if they desire. This allows GFD to hire the SAFER positions at minimal cost within a few weeks of an award while reducing training costs and disruption of daily operations.</p>
* 5. How many recruits can be trained in one academy class?	10
* 6. Does the department need governing body approval to accept the award and hire the positions?	Yes
6a. If yes, provide details on the timeline needed for acceptance. (1000 characters)	<p>The department will need the approval of the City Council to accept an award. The council has indicated that they support the department's SAFER application and, pending the current status of city finances at the time, intend on approving an award.</p> <p>After the award, the item must be put on the agenda for City Council approval. Depending on the timing of the award and the council's meeting schedule, it may be up to two months before the council has an opportunity to vote. Once the council approves, it would only take a week or two to complete any final documentation to finalize the award.</p>
* 7. Is your request for hiring firefighters based on a risk analysis, staffing needs analysis, or an Insurance Services Office (ISO) rating?	Yes
7a. If Yes, describe how the analysis was conducted and the outcome of the analysis or ISO rating. (1000 characters)	Our request is based on a review of current staffing levels, NFPA 1720 benchmarks, and delays meeting OSHAs 2 in/2

	<p>out rule due to our reduced staffing. In addition, FEMA plans to relocate up to 1,000 or more evacuees from areas damaged by the Camp Fire in November, 2018, which will increase the number of calls for service.</p> <p>With our station typically staffed with three personnel, we currently must wait for the next arriving engine or a volunteer to arrive before making an interior attack on a working fire in order to comply with OSHAs 2 in/2 out rule.</p> <p>Even with GFDs aid agreements with all neighboring fire departments, only two neighboring departments can supply personnel to GFDs jurisdiction in under 10 minutes, with the rest being 15 or more minutes away. Since all our neighbor's apparatus are staffed with just two personnel, we typically have seven to eight career personnel and an average of two volunteers at scene within the NFPA 1720-Suburban benchmark of 10 minutes.</p>
* 8. If awarded a grant, will you provide the new hires with entry-level physicals in accordance with NFPA 1582: Standard on Comprehensive Occupational Medical Program for Fire Departments 2013 Edition, Chapter 6?	No, but will provide other physicals not to NFPA 1582 specifications
* 9. Do you currently provide annual medical/physical exams in accordance with NFPA 1582: Standard on Comprehensive Occupational Medical Program for Fire Departments 2013 Edition, Chapter 6?	No, but will provide other physicals not to NFPA 1582 specifications
* 10. Will the personnel hired meet the minimum EMS training and certification as required by your Authority Having Jurisdiction (AHJ)?	Yes
* 11. Does your department currently have a policy in place to recruit and hire veterans?	Yes
11a. If yes, please provide a brief description of the policy in place (1000 characters).	<p>Gridley Fire Department (GFD) values the characteristics and skills veterans bring with them to the workplace. As noted elsewhere in this application, GFD draws potential candidates from a third-party eligibility list. As part of the ranking process for the list, candidates can earn veterans preference points for verified military service.</p> <p>While none of the three current GFD firefighters are veterans, GFD has employed a number of veterans over the years who have proven valuable to GFD and the community.</p>
* 12. Is it your department's intent to sustain the positions filled under this grant after the completion of the period of performance?	Yes
12a. If yes, please provide a brief description on how the positions will be sustained. (1000 characters)	With the sudden influx of evacuees from Paradise due to the Camp Fire in November 2018, Gridley's city resources are currently stretched thin. As evacuees establish permanent residence in the city, we anticipate property and sales tax revenues will eventually increase for the city, offsetting the current increased demand for services. We are optimistic that the increased tax revenues from new permanent residents will be sufficient to sustain the SAFER grant positions by the end of the SAFER period.

FEMA Form 080-0-4a**Budget Item**

* How many full-time firefighter positions, including positions that will be job-shared, are you requesting?	2
"Full-time" is considered 2,080 hours or more worked per year and entitles the employee to receive benefits earned by the other full-time employees in the organization. "Job-share" is the term used to describe the hiring of more than one person to fill one full-time position. Part-time positions are less than 2,080 hours per year. Often part-time employees do not earn benefits or do not earn them at the same rate or level as full-time employees	
If you are requesting to fund a full-time position(s) that will be "job-shared" by more than one individual you must indicate how many individuals will fill the position(s), how they will be used and scheduled to fill the position(s), and provide an explanation as to why the position will be shared. (1000 characters)	
* What are the current usual annual costs of a first-year firefighter in your department?	<p>Annual Salary: \$ 98,028 Annual Benefits: \$ 97,031</p>
"Usual annual costs" includes the base salary (exclusive of non-FLSA overtime) and the standard benefits package (including the average health cost, dental, vision, FICA, life insurance, retirement/pension, etc.) offered by the fire departments to first-year (i.e. entry-level) firefighters.	
* What costs are included in the standard benefits package your department provides to first-year firefighters? You must provide details on the dollar amounts or percentages for each benefit being provided (health costs (family, employee only, employee plus one), dental, vision, FICA, life insurance, retirement/pension, etc.). (2000 characters)	The standard benefit package includes the following: Salary: \$5098.00 Planned Overtime: \$2817.00 19 hours per week per bargaining unit contract (19 hours per week = 72 hours scheduled - 53 hours straight time) Educational Incentive: \$75.00 per bargaining unit contract Uniform Allowance: \$179.00 per bargaining unit contract Total Benefits: \$6268.26 Retirement: \$3770.49 Employee Leave Buyout: \$144.62 Health/Dental/Vision: \$1429.99 Medicare: \$115.84 Survivors Benefits: \$6.12 Prefunding of Post Employment Benefits: \$351.56 Workers Compensation: \$449.64 Administrative Costs: \$1817.67 Total Per Month: \$16,254.92 Total Annual: \$195,059.04
NOTE: Failure to provide this information may result in reductions to the requested amounts.	

FEMA Form 080-0-4a**Budget****Hiring of Firefighters:**

There is a three-year period of performance for grants awarded under the Hiring of Firefighters Activity. The amount of Federal funding provided to a recipient for hiring a firefighter in any fiscal year may not exceed -

- Year One: 75 percent of the usual annual costs of a first-year firefighter as provided in the Request Details section;
- Year Two: 75 percent of the usual annual cost of a first-year firefighter as provided in the Request Details section;
- Year Three: 35 percent of the usual annual cost of a first-year firefighter as provided in the Request Details section.

Review and confirm the budget information below. If you need to change any of the budget amounts on the matrix, you will need to update the information on the previous Request Details screen.

When you are finished, press the **Save and Continue button** below.

Budget Matrix				
	First 12-Month Period	Second 12-Month Period	Third 12-Month Period	Total
Personnel	196,056	196,056	196,056	588,168
Benefits	194,062	194,062	194,062	582,186
Total:	390,118	390,118	390,118	1,170,354
Total Applicant Share	97,529	97,529	253,576	448,634
Total Federal Share	292,589	292,589	136,542	721,720

FEMA Form 080-0-4a

Narrative Statement for Hiring of FireFighters

* Element #1 - Project Description (30%):

* 1a. Why does the department need the positions requested in this application? (2500 characters)

As noted elsewhere in this application, Gridley Fire (GFD) has partnered with Butte County Fire (BCFD) to jointly fund and operate a fire station within the Gridley City limits. Both entities contribute to staffing and operational costs. This arrangement provides economies of scale, allowing both GFD and BCFD to offer a superior level of service to their respective jurisdictions at a fraction of the cost of independent, parallel operations. Recently, the City of Gridley's revenues have not kept pace with increasing expenses. As a result, GFDs budget has become increasingly constrained, leading to a reduction in total firefighters from five to three and the loss of the city's Fire Marshall position. Since both GFD and BCFD fund firefighters at the fire station, the minimum daily staffing has been reduced from four to three. Since the reductions, we are no longer able to consistently meet NFPA 1720-Suburban assembly benchmarks and are delayed in initiating interior fire attack operations, as we must wait for a neighboring department or a GFD volunteer to arrive at scene before making entry in order to comply with OSHAs 2 in/2 out rule. The two positions requested will increase GFDs total roster to five, allowing GFD to resume providing two firefighters per day, bringing the minimum number of firefighters assigned per day to four. Since the station houses a Type 1 engine, a 100 foot quint, a Type 3 wildland engine, and the water rescue pickup, trailer, and inflatable boats, having four people at the station will allow cross staffing any apparatus as needed. In the event of a wildland fire, two personnel can cross staff to the Type 3 engine while the other two respond the Type 1 engine, allowing additional suppression capabilities and additional water. In the event of a structure fire, two personnel can cross staff the quint and the other two respond the Type 1 engine, bringing an entire complement of hose, ladders, and tools to the scene, including aerial capabilities. In addition to the 1,000 or more evacuees expected to inhabit FEMA trailers in the city as a result of the thousands of homes burned during the Camp Fire in November, 2018, there has been an increase in population throughout the rest of the city, as many evacuees have taken up temporary residence with family or friends in Gridley. While the city hopes to eventually realize tax revenue from the increased population in the future, services must be provided to the new residents.

* 1b. How will the positions requested in this application be used within the department (e.g., 4th on engine, open

a new station, eliminate browned out stations, reduce overtime)? (2500 characters)

The additional firefighters will be utilized to ensure that Gridley Fire (GFD) is able to provide two firefighters per day to staff the station that is jointly operated with Butte County Fire (BCFD). This will bring the daily minimum staffing at the station to four. GFD and BCFD split the cost of staffing and operating the shared station, which has proven cost effective and mutually beneficial to both jurisdictions. As part of the agreement, both GFD and BCFD provide two firefighters per day. With GFD's budget shortfalls, two of GFD's five firefighters have been displaced in recent years, making it impossible for GFD to provide two firefighters every day. Additionally, the firefighters hired under this proposal will be trained and qualified to operate all apparatus at the station, as has historically been the practice at GFD, and is part of the staffing agreement with BCFD. Since GFD provides the 100 foot aerial quint, having two qualified quint operators on duty at all times is critical to the safe and effective operation of this apparatus. This grant proposal will not only allow GFD to live up to the agreement with BCFD, but will ensure that a minimum of four firefighters are available at the station every day, two of which being quint qualified. Since the station houses a Type 1 engine, a 100 foot quint, a Type 3 wildland engine, and the water rescue pickup, trailer, and inflatable boats, having four people at the station will allow the flexibility to cross staff any apparatus as needed in order to provide additional operational flexibility at the scene of an emergency, as outlined elsewhere in this application. Cross staffing has not been an option recently as a result of the staffing reductions.

*** 1c. What specific benefits will the requested positions provide to the department and community? (2500 characters)**

The first benefit is ensuring that there are sufficient personnel on duty at all times to conduct an effective coordinated fire attack. The more firefighters at scene, the more tasks that can be safely conducted simultaneously. While Gridley Fire (GFD) would love the staffing levels of a large city that permit each firefighter to be assigned one task at a time, that level of service is not fiscally responsible, nor reasonably expected, given the size of our community. Over the years, GFD and Butte County Fire (BCFD), who jointly operate the station in Gridley, have found that providing four firefighters per day in our city strikes a reasonable balance between fiscal responsibility and firefighting capability, as demonstrated by an incident a few years ago. On December 30, 2015, a fire started in a 558,000 square foot peach cannery and warehouse. With four firefighters on duty that day, multiple tasks were able to be performed within minutes of arrival, including assuming command and scene size up, securing utilities, deploying large diameter hand lines, securing a water source, forcible entry, and raising 35 foot extension ladders to access the roof for ventilation. Had these actions not been completed simultaneously, it is unlikely that the fire would have been confined to roughly 120,000 square feet, saving over $\frac{3}{4}$ of the structure. Studies show that tasks are completed 30% faster by a team of four firefighters versus a team of three. When tasks are delayed, the fire continues to grow, increasing property damage and potential for firefighter injury. One of GFD's critical infrastructure is an area of town known as Silk Stocking Row, a series of historic multi-story Victorian homes dating to the late 1890s. Construction practices at the time did not call for fire blocking between floors, a method known as balloon frame. GFD has experienced many fires in these structures and have found that, if not kept in check early, extension to upper floors is inevitable. With our current three person staffing, we are unable to make entry until additional units arrive, as a result of OSHA's 2 in/2 out rule. The resulting delay can result in unchecked fire spread to upper floors, increasing damage. With four firefighters arriving simultaneously, we will meet the 2 in/2 out requirements and, depending on conditions, can make an aggressive interior attack, confining the fire to the floor of origin, thus minimizing damage to these historic structures.

*** 1d. Describe how funds awarded through this grant would enhance the department's ability to protect critical infrastructure within the primary response area. (2500 characters)**

Returning our minimum daily staffing to four firefighters will directly translate into an improved ability to protect our critical infrastructure. Many of our critical infrastructure occupancies are two- to three-story buildings constructed 100 or more years ago. As such, fires in these occupancies are significantly more complex than the many 1,000 to 1,500 square foot, single story, single family residences that are common in GFD's jurisdiction. The additional staffing requested will allow our firefighters the ability to perform multiple tasks simultaneously, while providing for OSHA required 2 in/2 out immediately upon arrival at scene. As detailed in the description of the warehouse fire in GFD's jurisdiction a few years back elsewhere in this application, our firefighters' ability to perform multiple labor intensive tasks simultaneously was key to containing the fire to less than $\frac{1}{4}$ of the 558,000 square foot warehouse and cannery facility. While damage to the structure was over \$1 million, the remaining portions of the facility were able to resume business rather quickly, maintaining tax revenue for the city. Since the city operates the local electrical, water, and sewer utilities, this also

preserved utility revenues for the city. Had this structure housed the city water pump system, the hospital, communications distribution equipment, or other occupancy essential to town services, the entire city's operations could be disrupted for an extended period. Limiting damage to these structures will minimize the time and money required to restore the affected services. In addition, GFDs aerial operations have proven extremely effective in recent years, allowing rapid access to the roof of the multi-story residential and commercial occupancies in our jurisdiction. Access to many of these occupancies' roofs are challenging using only ground ladders, either due to uneven terrain or architectural features of the roof area or the structure itself. Since all GFD firefighters are trained and qualified to operate GFDs 100 foot quint, this grant will ensure that GFD will be able to provide two qualified quint operators every day, maximizing safety and efficiency. Utilization of the quint's aerial capabilities has contributed to limiting losses in many of the city's large and historic structures over the years.

Element #2 - Impact on Daily Operations (30%):** 2a. Explain how the community and the current firefighters employed by the department are at risk without the positions requested in this application? (2500 characters)**

Currently, the fire station jointly funded by Gridley Fire (GFD) and Butte County Fire (BCFD) is staffed by three personnel daily. With GFD's numerous aid agreements, two engines from neighboring departments will typically arrive within 10 minutes, contributing to meeting NFPA 1720-Suburban guidelines. After that, the next due engines would arrive at an estimated 17, 20, and 23 minutes. Since all our neighboring departments only staff their career apparatus with two firefighters, a best case scenario is GFD's three firefighters will be paired with a maximum of four additional firefighters from neighboring departments within the first 10 minutes, for a total of seven. GFDs 11 volunteers can reliably provide 2 additional personnel for most calls, typically leaving us one firefighter short of meeting the NFPA 1720-Suburban assembly guideline of 10 personnel in 10 minutes. With three firefighters on duty per day, we must wait until an additional apparatus from a neighboring department or a volunteer arrives at scene before making an interior attack on a working structure fire in order to comply with OSHAs 2 in/2 out rules. While water can be applied from the outside, fires are typically not fully extinguished until water is applied directly to the seat of the fire. The delay in interior operations contributes to fire spread, increasing both fire and water damage. Further, the longer a fire burns, the more prone a structure is to collapse, increasing the chance of a firefighter injury. This is evidenced by an incident that occurred in Richvale, a neighboring rural community, in 2005. A residential structure fire continued to grow while a two person engine company had to wait for the next arriving resource before making entry. The firefighters extinguished the fire and were performing overhaul when the structure unexpectedly collapsed, trapping three firefighters. While we were extremely lucky that no firefighters were severely injured or killed, this incident demonstrates the very real risk to firefighters associated with delayed extinguishment.

*** 2b. How will that risk be reduced if awarded? (1500 characters)**

By providing four firefighter minimum daily staffing, we will be able to ensure we meet OSHAs 2 in/2 out upon arrival at a working fire. This will allow the option to immediately make an aggressive interior fire attack if conditions allow, minimizing fire and water damage to the structure. We would no longer have to wait for a neighboring department or a GFD volunteer firefighter to arrive. In addition, by providing four firefighters, we can more consistently meet NFPA 1720-Suburban assembly standards. With two engines from neighboring departments typically arriving within 10 minutes and GFDs roster of 11 volunteer firefighters reliably producing two or more firefighters per call, we hope to routinely meet the NFPA recommended 10 personnel in 10 minutes.

Element #3 - Financial Need (30%):** 3a. Provide an income versus expenses breakdown of the current annual budget as indicated in the Applicant Characteristics section of the application. (2500 characters)**

Gridley Fire (GFD) has an adopted annual budget of \$763,473 for fiscal 2018/2019, which is 100% funded by the

city's General Fund. The fact that the city is able to offer full service career fire protection on such a small budget is a testament to the economies of scale and other fiscal benefits provided by the station sharing agreement with Butte County Fire noted elsewhere in this application. Fire services were 16% of the city's General Fund expenditures, with police comprising 54%, administration 12%, public works 9%, parks and recreation 6%, and development 3%. While the expense for police seems significantly higher than fire department, it must be noted that the cities of Gridley and Biggs have combined their police and animal control forces and much of this expenses is offset by reimbursements under this contract. General Fund revenues are from the following sources: property taxes 35%, sales taxes 27%, special police services (City of Biggs police and animal control resource sharing agreement noted elsewhere in this application) 18%, state in-lieu taxes 5%, franchise taxes 4%, and all other 11%. GFDs \$763,473 budget breaks down as follows: \$ 2,644 Communications \$ 65 Household \$ 10,557 Insurance \$ 17,068 Equipment Maintenance \$ 81 Structure Maintenance \$ 101 Memberships \$ 1,219 Office \$702,985 Personnel \$ 393 Publications \$ 96 Equipment Rental \$ 247 Small Tools \$ 9,316 Fuel \$ 5,825 Special Expense \$ 1,381 Transportation and Travel \$ 11,496 Utilities There are no funds available to be allocated for capital improvements such as station upgrades or apparatus replacement.

*** 3b. Describe the department's budget shortfalls and inability to address financial needs without federal assistance. (2500 characters)**

While the recession of the late 2000s hit the entire country hard, recovery throughout Butte County, and in the City of Gridley specifically, has been slower than anticipated. After many years of fiscal challenges, the past three budget cycles are the first that the city has been able to maintain a positive General Fund balance after many years of deficits. General Fund revenues have decreased from approximately \$3.5 million in FY15/16 to \$3.1 million in FY 17/18-a loss of over 10%. In order to balance the budget, the city has instituted furloughs, reduced operating costs, postponed capital improvements, offered an early retirement program, and other measures to reduce strain on the General Fund. The city provides electrical, potable water, and sewer services within the city limits. This service typically produces positive cash flow to support city services. Increased solar installations in the city have challenged electrical revenues in recent years. It will become an increasing challenge for the city to profitably run its electrical utility in the years to come as California law goes into effect in 2020 requiring solar panels on all new construction. Recently, Mary's Gone Crackers, a snack food company that had grown from small startup to a national brand from a warehouse in Gridley over the past 15 years, moved their operation to Reno, Nevada. Mary's Gone Crackers had been the city's major utility account. The loss of utility revenue compounds the loss of tax revenue and loss of jobs that were previously considered stable. As noted elsewhere in this application, the 153,000 acre Camp Fire devastated the northeastern portion of Butte County in November, 2018, destroying some 19,000 structures and killing 85 civilians-becoming the deadliest and most destructive wild land fire in California history. As some 30,000 citizens evacuated many settled in with friends and family in Gridley. Also, FEMA has indicated intentions to set up evacuee housing in Gridley, bringing an additional 1,000 or more residents. With Gridley's motto being 'The small town that loves company', the new citizens will be welcomed with open arms. Eventually, the new residents will translate into increased city revenues, however, in the mean time, there are increased demands for services in the city, from police and road repair to schools and fire protection.

*** 3c. What other actions has the department taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs)? (2500 characters)**

With the influx of evacuees from the Camp Fire in November, 2018, the deadliest and most destructive wild fire in California history that left some 30,000 Butte County residents homeless, there has been talk of a FEMA sponsored housing project proposed in Gridley. Part of those discussions has been a proposal for FEMA to provide some funding to offset the effects of the new residents. While the FEMA proposal has not been finalized, there are many competing priorities for any funds received, ranging from law enforcement concerns to infrastructure improvement needs to impacts to local schools. It has not been determined how much, if any, funds will be directed toward fire protection mitigations for the increased population. In addition, separate grant and other assistance proposals have been submitted to mitigate the impact to schools, police, public works, transportation, and other impacted program areas. Since the Camp Fire disaster occurred just over four months ago, Gridley is still in the relatively early stages of determining the long-term effects of our new residents, but is actively exploring all avenues to secure funding to increase services.

*** 3d. Discuss how the critical functions of the department are affected without this funding. (2500 characters)**

As noted elsewhere in this application, staffing at the fire station in Gridley has been reduced from a minimum of 4 firefighters per day to a minimum of 3. Studies have shown that a team of 4 firefighters can perform a set of tasks 30% faster than a team of 3. As such, it is a given that the plethora of tasks that must be completed in the initial minutes after arrival at a working structure fire will take longer to complete. Therefore, we have adjusted our strategy and tactics accordingly. With our current staffing model, we do not meet NFPA 1720 benchmarks-even with extensive resource sharing and boundary drop aid agreements with our neighbors. Further, we must wait for another apparatus or a GFD volunteer to arrive in order to meet OSHAs 2 in/2 out rule. As a result, our operations have had to change. Instead of being able to initiate a rapid, interior fire attack if needed, we must now be more conservative. This means initiating fire attack in a defensive manner from the outside of the structure, then progressing to an interior attack to accomplish full extinguishment once additional units arrive. This delays full extinguishment, increases property damage (both due to fire and additional water application), decreases likelihood of victim survivability, and increases potential for structural collapse injuring a firefighter. Since the station houses a Type 1 engine, a 100 foot quint, a Type 3 wildland engine, and the water rescue pickup, trailer, and inflatable boats, having 4 people at the station allowed the ability to cross staff apparatus as needed. In the event of a structure fire, for example, two personnel could cross staff the quint and the other two respond the Type 1 engine, bringing an entire complement of hose, ladders, and tools to the scene, including aerial capabilities. The ability to cross staff apparatus in this manner is ineffective with three firefighters and poses firefighter safety concerns. Having one firefighter respond alone in a second apparatus separates the company officer from the entire crew, fragmenting communication and creating potential accountability issues. A key benefit of bringing two apparatus is to increase the inventory of tools available to the first arriving firefighters. With only 3 personnel, splitting the crew to complete tasks using tools from each apparatus leaves one firefighter to act alone, which is unsafe. This limits the strategic options available to the first in company officer.

Element #4 - Cost Benefit (10%):** Describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application. (3500 characters)**

The additional staffing requested in this proposal will ensure that four firefighters are available every day in the City of Gridley. This will allow multiple tasks to be completed simultaneously at the fire scene, shortening the time between arrival at scene and application of water to the fire. The cannery fire noted elsewhere in this application is a great success story from Gridley Fire Department's (GFD) recent history that demonstrates the value of having four firefighters on duty per day, as proposed in this application. On December 30, 2015, a fire started in the 558,000 square foot by 35 foot tall former Libbys peach cannery and warehouse building in an industrial area of the city. The four firefighters assigned to the Gridley station that day were able to simultaneously place multiple master streams, connect to a hydrant, position and extend a 35 foot extension ladder, and perform a scene size up 'walk around' before the arrival of the next in engine from a neighboring department. An aggressive, coordinated attack, including large attack lines, vertical ventilation utilizing a commercial trench cut, and elevated master streams were instrumental to limiting damage to just 120,000 square feet of the structure-less than ¼ of the building. While losses totaled \$1 million, firefighters saved the remaining \$4 million in contents and structural value. The quick actions of the four firefighters arriving first at scene set up the rest of the incident to progress successfully, as the entire multi-million dollar building could have easily been lost. Had there been fewer people on duty, the first arriving resources could not have completed as many tasks as quickly, which would have allowed the fire to spread unchecked. This would have certainly increased the amount of damage. In this instance, over ¾ of the building was still usable after the fire was extinguished. This not only saved a good portion of the business' product, but also enabled the business to resume operations more quickly, helping to preserve the business' income and, in turn, a source of tax, water, sewer, and electric utility revenue for the city. While it is challenging to calculate the exact value of preserved tax and utility revenue for the city and the ancillary value of jobs that were saved in this instance, it is clear that the extra person on duty that day was a large factor in saving ¾ of a multi-million dollar industrial warehouse. In property save alone, assuming one position costs roughly \$200,000 per year, the return on investment that year was in excess of 5 to 1. This 5 to 1 return does not account for any of the other calls for service in which having a fourth firefighter provided an improved outcome over the years.

Element #5 - Additional Information : If you have any additional information you would like to include about the department and/or this application in general, please provide below. (2000 characters)

Throughout its 130 year history, Gridley Fire (GFD) has always sought to provide an outstanding level of fire protection, superior customer service, and an exceptional level of community engagement at the most cost-effective rate for the taxpayers. Entering into an agreement with Butte County Fire (BCFD) to jointly operate the fire station in Gridley has enabled both GFD and BCFD to effectively increase the level of service to both jurisdictions while reducing operating costs. Not many cities with a population of 7,000 can provide fully staffed, career fire protection for \$763,000 per year. Entering into boundary drop, automatic, and mutual aid agreements with every neighboring department further maximizes the number of resources available to mitigate large scale incidents, and has proven extremely effective over the years. Just one example of this is the cannery fire detailed elsewhere in this application, in which $\frac{3}{4}$ of a 558,000 square foot warehouse and goods processing facility was saved, not only preserving the business, but also protecting tax and utility revenue for the city. We are hopeful that, as many of the Camp Fire evacuees establish permanent residency, city revenues will increase, providing a sustainable source of funding for years to come. In the meantime, the sudden population increase has increased demand for city services that were already strained before the fire. GFDs challenge is to ensure our department continues to operate efficiently and effectively for both for our newest residents as well as for those who have called Gridley home for many generations.

FEMA Form 080-0-4a

Assurances and Certifications**FEMA Form SF 424B**

You must read and sign these assurances. These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

Note: Fields marked with an asterisk (*) are required.

O.M.B Control Number 4040-0007

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal

gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by Spencer Mallinger on 03/20/2019

Form 20-16C

You must read and sign these assurances.

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.

Note: Fields marked with an asterisk (*) are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (4000 characters)

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable awarding office.
- (f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance				
Street	City	State	Zip	Action

If your place of performance is different from the physical address provided by you in the Applicant Information, press *Add Place of Performance* button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Signed by Spencer Mallinger on 03/20/2019

FEMA Standard Form LLL

Only complete if applying for a grant for more than \$100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.

Submit Application

Application 100% complete, Submitted

Please click on any of the following links to visit a particular section of your application. Once all areas of your application are complete, you may submit your application.

Application Area	Status
Applicant's Acknowledgements	Complete
Overview	Complete
Contact Information	Complete
Applicant Information	Complete
Applicant Characteristics (I)	Complete
Applicant Characteristics (II)	Complete
Department Call Volume	Complete
Request Details	Complete
Budget	Complete
Narrative Statement	Complete
Assurances and Certifications	Complete

PLEASE READ THE FOLLOWING STATEMENTS BEFORE YOU SUBMIT.

- **YOU WILL NOT BE ALLOWED TO EDIT THIS APPLICATION ONCE IT HAS BEEN SUBMITTED.** If you are not yet ready to submit this application, save it, and log out until you feel that you have no more changes.
- When you submit this application, you, as an authorized representative of the organization applying for this grant, are certifying that the following statements are true:

To the best of my knowledge and belief, all data submitted in this application are true and correct.

This application has been duly authorized by the governing body of the applicant and the applicant will comply to the Assurances and Certifications if assistance is awarded.

To sign your application, check the box below and enter your password in the space provided. To submit your application, click the Submit Application button below to officially submit your application to FEMA.

Note: The primary contact will be responsible for signing and submitting the application. Fields marked with an asterisk (*) are required.

I, Spencer Mallinger, am hereby providing my signature for this application as of 22-Mar-2019.

City Council Agenda Item #6
Staff Report

Date: October 7, 2019

To: Mayor and City Councilmembers

From: Donna Decker, Planning Department

Subject: Adopt Resolution Number 2019-R-025: A resolution approving Tentative Subdivision Map No. 1-19 to subdivide three parcels consisting of approximately 4.7 acres into twenty-one (21) parcels consisting of one 0.25 acre parcel for a detention basin and twenty (20) parcels for a residential housing development located at the northeast corner of Peach Street and West Biggs Gridley Road in the Single Family Residential District (R-1) and Residential, Low Density (RLD) General Plan land use designation. (APN: 022-230-022, -024 & -025)
Adopt Resolution Number 2019-R-026: A resolution authorizing the City Administrator to execute a Deferred Improvement Agreement to defer the construction of a portion of road and pedestrian improvements on the east side of West Biggs Gridley Road.
Adopt Resolution Number 2019-R-027: A resolution authorizing the City Administrator to execute a Landscaping, Lighting, Utility and West Biggs Gridley Road Assessment District to provide for the maintenance of the subdivision improvements and deferred road improvement costs.

<input checked="" type="checkbox"/>	Regular
<input type="checkbox"/>	Special
<input type="checkbox"/>	Closed
<input type="checkbox"/>	Emergency

Recommendation

Staff respectfully requests the City Council determine the project is Categorically Exempt per the California Environmental Quality Act, Section 15332 (a-e), Class 32, Infill Development Projects and adopt Resolution Numbers 2019-R-025, 2019-R-026, and 2019-R-027 by reading of title only.

Summary

On July 10, 2019, the Planning Commission considered the request to develop the three parcels into twenty-one parcels to create a residential subdivision. One of the parcels would be reserved for a storm water detention basin.

Mr. Patrick Coghlan, 852 Idaho Street, provided public testimony in opposition to the condition of approval allowing a deferral of the road improvements on West Biggs Gridley Road from the intersection of Peach and West Biggs Gridley Road to the north property line. He stated that the City had required Heron Landing to put all of the improvements in. He noted that if they are not put in now and deferred to a later date, there was no guarantee that they would be put in at all. He also noted that it would create a dangerous situation for pedestrians in the subdivision and children who may walk to school who would not have a sidewalk as a safe refuge out of traffic.

Additionally, he felt there should be fencing placed around the detention basin to keep people out of the facility. With regard to traffic, he questioned the reason why a deceleration lane was not being provided into the subdivision. Refer to Exhibit G.

The Planning Commission supported the project with the following amendments to the Conditions of Approval:

15. Dedicate the east one-half of West Biggs-Gridley Road and ~~enter into an improvement deferral agreement attached to all properties in the subdivision with the exception of lot 21, to pay the costs at a future date when West Biggs-Gridley Road will be designed and constructed.~~ As construct all of the road and utility improvements as required consisting of curb, gutter, sidewalk, pole relocation, and landscaping and irrigation in accordance with the City of Gridley Public Works standards.
26. If a fence is required around the detention basin, it shall be an ornamental fence reviewed and approved by the Planning Department.

The Planning Commission directed staff to work with the applicant to develop an Engineer's estimate of the costs that would be deferred.

The applicant requests the City Council allow the improvements be constructed on West Biggs Gridley Road at a later date that would coincide with a design connecting the subdivision to Heron Landing. An Engineer's Estimate was provided the Planning Department calculates the cost of the improvements to be approximately \$357,420 (Exhibit C). The applicant proposes the City allow the cost to be distributed to each of the twenty parcels. The cost per each of the twenty parcels would be approximately \$17,871. This could be an assessed cost and paid by homeowners over a time period acceptable to the City until such time the City and County work together to reconstruct West Biggs Gridley Road with all improvements.

On September 16, 2019 City Council received a staff report and considered the project along with the request to construct the improvements on West Biggs Gridley Road at the same time connection to Heron Landing could be done. Staff provided additional information related to the instrument that would be used for payment as a type of reimbursement program from the lots to the City for construction. Staff did not believe the construction would be much behind the other construction.

Mr. Patrick Coghlan, 852 Idaho Street, spoke to the issues that were outlined in his letter as presented to the Planning Commission emphasizing that a delay in the construction of the improvements would be detrimental to the community and a safety issue.

Ms. Barbara Hageman, 808 Idaho Street, also provided testimony expressing concerns related to additional traffic on Idaho Street and the safety of children walking.

The project will have improvements constructed; the timing of the construction is being requested to possibly be delayed. The City Council is requested to authorize the City

Administrator to coordinate the agreements, funding, and construction of the improvements on West Biggs Gridley Road.

Discussion

The applicant is proposing a 21-parcel single-family residential subdivision on three parcels totaling ±4.7 acres. The proposed subdivision was initially proposed and approved in 1993 and 2005; both maps expired. The applicant is submitting a similar proposal as previously approved with slight differences in lot sizes, the connection to Bridgeford Avenue for future growth to the north.

Background

The subject site is located at the east side of West Biggs Gridley Road, north of Peach and Ohio Streets and south of a proposed extension of Bridgeford Avenue. The site is currently vacant with existing vegetation of shrubs and trees. The tentative subdivision map will create 20 new single-family lots ranging in size from 5,050 to 6,565 square feet and one lot reserved for a storm water detention basin 11,200 square feet.

Land Use

The project site is zoned R-1, Single Family Residential District and has a General Plan land use designation of Residential, Low Density. The single-family residential district has four (4) designations:

1. R-1A Parcels sized from 1,700 – 3,500 square feet
2. R-1B Parcels sized from 3,501 – 5,999 square feet
3. R-1C Parcels sized from 6,000 – 7,499 square feet
4. R-1 Parcels sized from 7,500 and greater

The proposed development will have seventeen (17) R-1B and three (3) R-1C parcels. One parcel is reserved for the detention basin. This proposed layout has a gross density of approximately 4.25 du/acre. The R-1 designation allows 4 du/ac and this proposal meets the intent of the zoning density.

The development of the three parcels into 21 meets the General Plan land use designation and the programs. Additionally, the Housing Element of the General Plan supports smaller lot subdivisions and infill development to help meet the housing requirement for the City of Gridley. The Housing Element Policy HP-2.4 also supports this development:

“The City will encourage infill development in meeting the housing needs required by expanding populations.”

Delayed Improvements

Staff recommended condition number 15 to allow the delay in the construction of road improvements, sidewalks, irrigation and landscaping on West Biggs Gridley Road because the construction of such improvements may hamper future road design to have positive drainage from the subdivision north to Heron Landing. The condition would read:

1. *“Dedicate the east one-half of West Biggs-Gridley Road and enter into an agreement*

attached to all properties in the subdivision with the exception of lot 21, to pay the costs of the improvements for the design, construction, and reimbursement thereof."

In order to receive reimbursement for the improvements for West Biggs Gridley Road, an assessment district would be formed determining a limited time for repayment by the 20 lots would be established. A second assessment that would be ongoing would be developed for street lighting, the sewer lift station, and the storm drainage detention basin

The conditions of approval will be modified upon decision by the City Council.

Public Notice

A notice was posted in the Gridley Herald 10 days in advance of the City Council meeting, and notices were mailed to all property owners within 300 feet of the project boundary, posted at City Hall, made available at the Administration public counter, and placed on the City website for review. At the time this report was prepared no comments had been received.

Environmental Review

Staff has determined the project to be categorically exempt in accordance with Section 15332 of the California Environmental Quality Act (CEQA):

- a) The project is consistent with the applicable General Plan designation and all applicable general plan policies as well as with applicable zoning designation regulations.
- b) The proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban uses.
- c) The project has no value as habitat for endangered, rare or threatened species.
- d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- e) The site can be adequately served by all required utilities and public services.

Financial Impact

There are no direct or indirect costs to the City excepting the management of the assessment district formed.

Compliance with City Council Strategic Plan or Budget Goals

This recommendation is consistent with the ongoing effort to be responsive and transparent regarding all financial matters.

Attachments

- Exhibit A Conditions of Approval
- Exhibit B TSM 1-19 Map
- Exhibit C Engineer's Estimate
- Exhibit D Resolution No. 2019-R-025
- Exhibit E Resolution No. 2019-R-026
- Exhibit F Resolution No. 2019-R-027
- Exhibit G Letter to Planning Commission from Patrick Coghlan dated July 10, 2019

Exhibit A

Conditions of Approval TSM 1-19

1. The applicant/property owner shall file a Declaration of Acceptance of the Conditions of Approval within 30 days of City Council approval for the Tentative Subdivision Map 1-19.
2. The Tentative Map 1-19 shall expire after a five (5) year period. No further extensions by the City are allowed under the Subdivision Map Act; unless determined by the State of California special legislation to provide automatic extensions for the period specified at the time.
3. No further extension of this Tentative Subdivision Map shall be allowed, unless it is extended by California State Legislation. A new application to develop the site would be required and all current conditions would need to be met at that time.
4. Use of the 4.7-acre project site is subject to all zoning regulations described in Gridley Municipal Code as applicable to "R-1 Single Family" residential zoning districts and all applicable requirements of the Gridley Municipal Code.
5. Physical development of the site shall conform to the design approved for Tentative Subdivision Map No. 1-19 and to all of the conditions of approval of that Tentative Subdivision Map.
6. The project shall be required to pay all applicable impact fees for the development of the project.
7. Minor changes may be approved by the Planning Director upon receipt of a substantiated request by the applicant, or their respected designee. Prior to such approval, verification shall be made by each Department that the modification is consistent with the approved application. Changes deemed to be major or significant in nature shall require a formal application for amendment.
8. In the event of the discovery or recognition of prehistoric or historic resources in the area subject to development activity, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie similar resources and a professional archaeologist shall be consulted. Further, if human remains are discovered, the coroner of the county in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required. If the County Coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission within 24 hours.

Upon completion of the site examination, the archeologist shall submit a report to the City describing the significance of the finds and make recommendations as to its disposition. If human remains are unearthed during construction, the provisions of

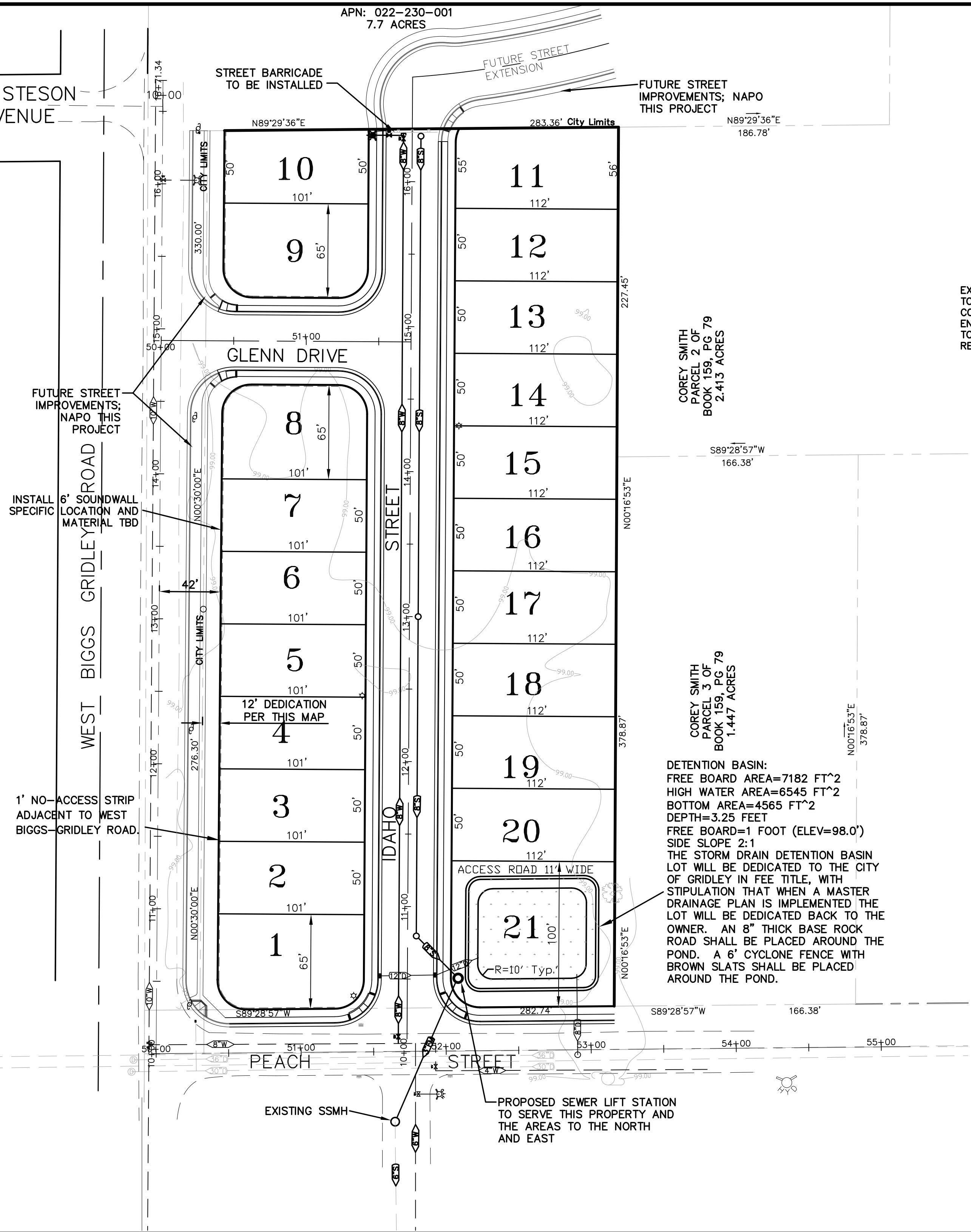
California Health and Safety Code Section 7050.5 shall apply. Under this section, no further disturbance of the remains shall occur until the County Coroner has made the necessary findings as to origin and disposition, pursuant to California Public Resources Code Section 5097.98. Mitigation measures, as recommended by the archaeologist and approved by the City, shall be implemented prior to recommencement of construction activity within the 50-foot perimeter.

9. Prior to any site work, the project applicant shall submit a geotechnical report to the City, prepared by a certified engineering geologist. The project applicant shall incorporate any recommended measures into the final site plan.
10. Construction of the project shall comply with the requirements of the National Pollution Discharge Elimination (NPDES) Permit and obtain a WDID from the State of California in conformance with the General Construction Storm Water Permit; Storm Water Pollution Prevention Plan (SWPPP) shall be prepared prior to construction activities.
11. Upon commencement of grading and construction activities, the applicant shall implement measures to offset particulate matter and emissions from construction equipment as specified by Butte County Air Quality Management District.
12. Prior to recordation of a Final Map, the applicant shall submit for review and approval improvement plans that shall include, not limited to, details related to above and underground infrastructure; sanitary sewer lift station, oversized for future development, piping and service laterals, meters, drop inlets, manholes, curb, gutter, and sidewalk, roadway, pavement markings, lighting, hydrants, street signs, electrical, transformer pedestals, and any and all components as required by the City of Gridley, the City Engineer, the Utility Supervisor, and Public Works Manager. Plans shall meet all required state and local ordinances, regulations, and Public Works Development Standards. Omissions on the plans does not constitute approval for the omission. Plans shall be reviewed and approved by the City Engineer and the Gridley Municipal Services Division.
13. Prior to recordation of the final map, the applicant shall coordinate with the Butte County Assessor's Office and Tax Collector to segregate any assessments against the properties and pay any delinquent, current, and future taxes and/or assessments against the properties as required.
14. Dedicate the east one-half of West Biggs-Gridley Road and enter into an improvement deferment agreement attached to all properties in the subdivision with the exception of lot 21, to pay the costs of the improvements at a future date when West Biggs-Gridley Road will be designed and constructed.
15. Dedicate and improve the north half of Peach Street including vertical curb and gutter, sidewalk and street construction. Improvements of the right-of-way shall be to the satisfaction of the City Engineer.

16. Dedicate and improve the 60--foot wide local residential street right-of-way for the interior subdivision streets to the satisfaction of the City Engineer.
17. Dedicate a 10-foot public services easement adjacent to all public right-of-way frontages.
18. Prior to approval of a Final Map all of the following requirements shall be completed:
19. A registered engineer shall prepare and submit the following information to Gridley Department of Public Works for review and approval:
 - a) Calculations identifying the estimated rate of peak stormwater runoff from the cross area of the undivided site and abutting streets - as they exist at the time of approval of the tentative subdivision map- during currently adopted design storm event. The calculations shall be prepared in a manner consistent with the Gridley Public Works Construction Standards, and with standard engineering practice.
 - b) Construction details, plans and profiles, typical sections, specifications, and maintenance plans for any proposed stormwater detention facilities to be constructed to serve the parcels created by this subdivision.
 - c) An assessment against the development and individual parcels shall be established to fund the on-going maintenance costs associated with approved stormwater detention facilities, lighting, landscape, cmu block wall as noted in Item 24, and drainage components as determined by the City Engineer.
 - d) Dedication of the area for the detention facilities shall be made to the City of Gridley as a condition of recordation of the Final Map.
 - e) The design of surface detention facilities shall minimize use of the facility by mosquitoes for breeding by incorporating some or all of the features recommended by the Butte County Mosquito and Vector Control District.
 - f) All drainage improvements shall be constructed in conformance with the Gridley Public Works Construction Standards, the City of Gridley Master Drainage Plan, and the details shown on approved construction plans. The developer shall have a registered engineer prepare and submit construction details, plans and profiles, typical sections, specifications, and cost estimates to the Department of Public Works for review and approval prior to the recordation of the Final Map.
20. Telephone, cable television, and gas service shall be provided to all parcels in accordance with the Gridley Public Works Construction Standards, the Gridley Municipal Code, and the requirements of the agencies providing these services.
21. If any existing utilities must be relocated as a result of this subdivision, the agencies that

own the facilities may require the developer to pay the cost of such relocations.

22. The lots shall be graded in conformance with the Gridley Public Works Construction Standards and the Gridley Municipal Code. The developer shall submit grading details, plans and specifications prepared by a registered engineer to the Department of Public Works for review and approval prior to the start of any work.
23. The Applicant shall hold harmless the City, its Council Members, its City Council, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to the plaintiff in an action challenging the validity of this tentative subdivision map or any environmental or other documentation related to approval of this tentative subdivision map.
24. In order to mitigate noise impacts from West Biggs Gridley Road on residential development, the applicant shall erect a 6'-high solid cmusplit face capped sound wall adjacent to West Biggs Gridley Road prior to the acceptance of the improvements for the project. Landscaping and irrigation shall be constructed on the west face of the wall to the satisfaction of the Planning Director.
25. Prior to issuance of a certificate of occupancy for any lot within the subdivision, parcel 21 shall be landscaped to visually enhance the detention basin. A landscape and irrigation plan for this area shall be submitted and approved by the Planning Director prior final map approval. The applicant shall provide a concrete picnic table and benches.
26. If a fence is required around the detention basin, it shall be an ornamental fence reviewed and approved by the Planning Department.



APPLICANT

HILBERS NEW HOME COMMUNITIES
770 N. WALTON AVE, STE 200
YUBA CITY, CA 95993
(530) 673-2947
conrad@hilbershomes.com

OWNER

HILBERS PROPERTIES
770 N. WALTON AVE, STE 200
YUBA CITY, CA 95993
(530) 673-2947
kurt@hilbersinc.com

ENGINEER

GENESIS ENGINEERING, ATTN: SEAN O'NEILL
960 McCOURTNEY AVE, STE. C
GRASS VALLEY, CA 95949
(530) 742-1300
sean@genesisengineering.us

GENERAL NOTES

DRAINAGE:	EXISTING: RECLAMATION DIST. PROPOSED: 833-LINE IN PEACH ST.
WATER:	EXISTING: PUBLIC LINE IN PEACH STREET PROPOSED: PUBLIC LINE IN PEACH STREET
SEWAGE DISPOSAL:	EXISTING: PUBLIC LINE IN PEACH STREET PROPOSED: PUBLIC LINE IN PEACH STREET
LAND USE:	EXISTING: PASTURE PROPOSED: SINGLE FAMILY RESIDENTIAL
ZONE:	EXISTING: R-1 PROPOSED: R-1
BUILDING SETBACKS:	PER CITY CODE 17.78.020 "RESIDENTIAL YARD REQUIREMENTS"
LOT SIZE:	MINIMUM INTERIOR LOT: 5,000 SQ. FT. MINIMUM CORNER LOT: 6,500 SQ. FT.
SLOPE:	LESS THAN 1%
EXISTING A.P. NUMBER:	022-230-022, -024 & -025
ACREAGES:	4.7 GROSS AC. ± TOTAL
NOTE:	(1) APPLICANT, OWNER & ENGINEER TO RECEIVE ALL COMMUNICATIONS

UTILITY PROVIDERS

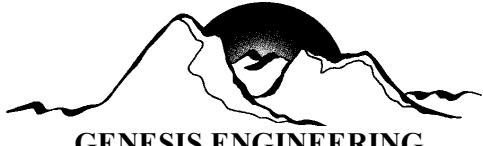
UTILITY	PROVIDER	PHONE No.
GAS	PG&E	(530) 634-6493
ELECTRIC	CITY OF GRIDLEY	(530) 846-3631
TELEPHONE	SBC	(530) 888-2048
CABLE	SBC	(530) 888-2048

TENTATIVE SUBDIVISION MAP NO. _____

FOR:
HILBERS NEW HOME COMMUNITIES
BEING A DIVISION OF LOTS 5 AND 6 OF THE BEALE TRACT RECORDED IN BOOK 7 OF MAPS, PAGE 46, BUTTE COUNTY OFFICIAL RECORDS.

CITY OF GRIDLEY
CALIFORNIA

JUNE 2019
SCALE 1" = 50'

**GENESIS ENGINEERING**

960 McCourtney Rd. Ste. C

Grass Valley, CA 95946

Phone: (530) 742-1300

email: sean@genesisengineering.us

ENGINEER'S ESTIMATE

8/29/2019

PROJECT: **West Biggs-Gridley Road**
(Eastside of Road only)
Westside of Hilbers Subdivision
North of Peach to Justeson
Offsite Improvements

SITE WORK

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
Site Clear & Grub	1	LS	5,000	\$ 5,000
Excavate Roadway	500	CY	10	\$ 5,000
Erosion Control	1	LS	5,000	\$ 5,000
SUBTOTAL				\$ 15,000

SANITARY SEWER

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
SUBTOTAL				\$ -

STORM DRAIN

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
Drainage Inlets with grates	2	EA	4,000	\$ 8,000
Junction Drainage Inlets	1	EA	5,000	\$ 5,000
Storm drain manhole	1	LS	5,000	\$ 5,000
12" dia main	550	LF	40	\$ 22,000
				\$ -
SUBTOTAL				\$ 40,000

WATER

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
8" Dia. Waterline-Valves included		LF	-	\$ -
Fire Hydrant with Valve and Assembly	0	EA	6,000	\$ -
Irrigation controller	1	EA	2,000	\$ 2,000
Backflow Preventer	1	EA	2,000	\$ 2,000
Single Water Service	1	EA	2,000	\$ 2,000
SUBTOTAL				\$ 6,000

ONSITE IMPROVEMENTS CONTINUED

CONCRETE

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
Rolled Curb & Gutter (Driveways Included)	0	LF	20	\$ -
Barrier Curb & Gutter	580	LF	20	\$ 11,600
4' Sidewalk	580	LF	20	\$ 11,600
Curb Ramp	0	EA	2,000	\$ -
			SUBTOTAL	\$ 23,200

PAVING, ETC.

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
Aggregate Base	1,600	TONS	25	\$ 40,000
Asphaltic Concrete	340	TONS	95	\$ 32,300
Monument Well	2	EA	2,500	\$ 5,000
Street Signs	1	EA	500	\$ 500
Stop Bars, Logo & Signs	1	EA	2,000	\$ 2,000
Street Lights	2	EA	5,000	\$ 10,000
Relocate Power Pole	1	EA	5,000	\$ 5,000
Landscape	8,000	SF	10	\$ 80,000
			SUBTOTAL	\$ 174,800

** Street lights assumed to be added to existing poles

TOTAL \$ 259,000

15% CONTINGENCY \$ 38,850

SUBTOTAL \$ 297,850

PLANS/PROCESSING (20%) \$ 59,570

Quantities are based on preliminary layout.

Plans to be prepared to determine required work prior to final determination of required costs.

Final costs to be prepared by licensed contractor.

****GRAND TOTAL** \$ 357,420

**NOTE: Genesis Engineering assumes no responsibility for any discrepancies between the estimated cost and the final cost of construction.

**RESOLUTION NO.
2019-R-025**

**A RESOLUTION OF THE GRIDLEY CITY COUNCIL APPROVING TENTATIVE SUBDIVISION MAP NO. 01-19
TO SUBDIVIDE THREE PARCELS CONSISTING OF APPROXIMATELY 4.7 ACRES INTO TWENTY-ONE (21)
PARCELS CONSISTING OF ONE 0.25 ACRE PARCEL FOR A DETENTION BASIN AND TWENTY (20) PARCELS
FOR A RESIDENTIAL HOUSING DEVELOPMENT LOCATED AT THE NORTHEAST CORNER OF PEACH
STREET AND WEST BIGGS GRIDLEY ROAD IN THE SINGLE FAMILY RESIDENTIAL DISTRICT (R-1) AND
RESIDENTIAL, LOW DENSITY (RLD) GENERAL PLAN LAND USE DESIGNATION.
(APN: 022-230-022, -024 & -025)**

WHEREAS, the City of Gridley has received an application to consider a Tentative Subdivision Map request for one parcel totaling approximately 4.7 acres in order to create a total of twenty-one lots for future single-family residential use on property located generally east of West Biggs Gridley Road and north of Peach Street in the manner illustrated on a tentative parcel map received by the City (Exhibit "A" attached); and,

WHEREAS, the subject property consists of three parcels designated as Assessor's Parcel Number 022-230-022, -024 & -025 and the proposed Tentative Subdivision Map has been assigned the file number Tentative Subdivision Map No. 01-19 (TSM 01-19); and,

WHEREAS, the existing General Plan designation is Residential, Low Density on the Gridley Land Use Map; and,

WHEREAS, the existing zoning designation for the subject parcel is R-1 Single Family Residential District; and,

WHEREAS, the City Council finds that Tentative Subdivision Map No. 01-19, including the proposed use and improvements to the property, is consistent with Gridley's General Plan including the policies contained therein as well as the land use diagram, and also finds that based on the conditions of approval, the site is physically suitable for development as proposed; and,

WHEREAS, the City Council considered at a noticed public hearing on September 16, 2019, the comments and concerns of property owners who are potentially affected by approval of Tentative Subdivision Map No. 01-19, and also considered City staff's report regarding the proposed tentative map design and required public improvements; and,

WHEREAS, the City Council determined that the described tentative map and its design and improvements are consistent with Gridley's General Plan and zoning ordinance policies regarding the use and division of land; and,

WHEREAS, the City Council, having further considered the project and determined the project to be categorically exempt in accordance with Section 15332 of the California Environmental Quality Act (CEQA):

- a) The project is consistent with the applicable General Plan designation and all applicable general plan policies as well as with applicable zoning designation regulations.

- b) The proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban uses.
- c) The project has no value as habitat for endangered, rare or threatened species.
- d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- e) The site can be adequately served by all required utilities and public services.

WHEREAS, the City Council finds that this tentative subdivision map complies with all State and City regulations governing the division of land, and that division and development of the property in the manner set forth on the tentative parcel map as shown on Exhibit A will not unreasonably interfere with the free and complete use of existing public and/or public utility easements or rights-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIDLEY, AS FOLLOWS:

SECTION 1: FINDINGS FOR APPROVAL OF THE TENTATIVE SUBDIVISION MAP

1. The proposed project is consistent with the City of Gridley General Plan Land Use Element.
2. The site is physically suitable for the type of development proposed. The project site is flat with slopes less than two percent. The project site within the Gridley urban limits and is not within a flood plain. There is adequate road access to the property. All necessary public utilities and services necessary for development are available to the site.
3. The site is physically suited for the density of development. The R-1 zone district allows for the development of single-family residential dwelling units on lots from:
 - R-1A Parcels sized from 1,700 – 3,500 square feet
 - R-1B Parcels sized from 3,501 – 5,999 square feet
 - R-1C Parcels sized from 6,000 – 7,499 square feet
 - R-1 Parcels sized from 7,500 and greater

The proposed development will have seventeen (17) R-1B and three (3) R-1C parcels. One parcel is reserved for the detention basin. This proposed layout has a gross density of approximately 4.25 du/acre. The R-1 designation allows 4 du/ac and this proposal meets the intent of the zoning density.

4. The design of the subdivision or the proposed improvements are not likely to cause serious public health problems. As conditioned, the project will provide adequate sanitary sewer, a public water supply, storm drainage facilities, and Standard subdivision road improvements which will include fire hydrants, streetlights and roadways designed for residential traffic.
5. The Tentative Subdivision Map conforms to the provisions of the Subdivision Map Act and to the provisions of Gridley Municipal Code Title 16- Subdivisions.
6. The tentative subdivision map complies with the required form and content of tentative subdivision maps, as set forth by the City and based upon the provisions of Title 16 of the Gridley Municipal Code.
7. The tentative parcel map is consistent with good planning and engineering practice. The City Engineer has reviewed the tentative subdivision map, and has attached terms and conditions hereby incorporated within the Conditions of Approval.
8. The project will have a de minimis effect on fish and wildlife (Fish and Game Code Section 711.4). The project is located in an area designated on the City of Gridley General Plan as being suitable for residential development.

SECTION 2: THE CITY COUNCIL OF THE CITY OF GRIDLEY

- 1) Determines the project to be categorically exempt in accordance with Section 15332 of the California Environmental Quality Act (CEQA; and,
- 2) Approves Tentative Subdivision Map 01-19 as described subject to the Conditions of Approval as follows:
 1. The applicant/property owner shall file a Declaration of Acceptance of the Conditions of Approval within 30 days of City Council approval for the Tentative Subdivision Map 1-19.
 2. The Tentative Map 1-19 shall expire after a five (5) year period. No further extensions by the City are allowed under the Subdivision Map Act; unless determined by the State of California special legislation to provide automatic extensions for the period specified at the time.
 3. No further extension of this Tentative Subdivision Map shall be allowed, unless it is extended by California State Legislation. A new application to develop the site would be required and all current conditions would need to be met at that time.
 4. Use of the 4.7-acre project site is subject to all zoning regulations described in Gridley Municipal Code as applicable to "R-1 Single Family" residential zoning districts and all applicable requirements of the Gridley Municipal Code.
 5. Physical development of the site shall conform to the design approved for Tentative Subdivision Map No. 1-19 and to all of the conditions of approval of that Tentative Subdivision Map.
 6. The project shall be required to pay all applicable impact fees for the development of the project.
 7. Minor changes may be approved by the Planning Director upon receipt of a substantiated request by the applicant, or their respected designee. Prior to such approval, verification shall be made by each Department that the modification is consistent with the approved application. Changes deemed to be major or significant in nature shall require a formal application for amendment.
 8. In the event of the discovery or recognition of prehistoric or historic resources in the area subject to development activity, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie similar resources and a professional archaeologist shall be consulted. Further, if human remains are discovered, the coroner of the county in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required. If the County Coroner determines the remains to be Native American, the coroner shall contact the Native American heritage Commission within 24 hours.
Upon completion of the site examination, the archeologist shall submit a report to the City describing the significance of the finds and make recommendations as to its disposition. If human remains are unearthed during construction, the provisions of California Health and Safety Code Section 7050.5 shall apply. Under this section, no further disturbance of the remains shall occur until the County Coroner has made the necessary findings as to origin and disposition, pursuant to California Public Resources Code Section 5097.98. Mitigation measures, as recommended by the archaeologist and approved by the City, shall be implemented prior to recommencement of construction activity within the 50-foot perimeter.
 9. Prior to any site work, the project applicant shall submit a geotechnical report to the City, prepared by a certified engineering geologist. The project applicant shall incorporate any recommended measures into the final site plan.
 10. Construction of the project shall comply with the requirements of the National Pollution Discharge Elimination (NPDES) Permit and obtain a WDID from the State of California in conformance with the General Construction Storm Water Permit; Storm Water Pollution

Prevention Plan (SWPPP) shall be prepared prior to construction activities.

11. Upon commencement of grading and construction activities, the applicant shall implement measures to offset particulate matter and emissions from construction equipment as specified by Butte County Air Quality Management District.
12. Prior to recordation of a Final Map, the applicant shall submit for review and approval improvement plans that shall include, not limited to, details related to above and underground infrastructure; sanitary sewer lift station, oversized for future development, piping and service laterals, meters, drop inlets, manholes, curb, gutter, and sidewalk, roadway, pavement markings, lighting, hydrants, street signs, electrical, transformer pedestals, and any and all components as required by the City of Gridley, the City Engineer, the Utility Supervisor, and Public Works Manager. Plans shall meet all required state and local ordinances, regulations, and Public Works Development Standards. Omissions on the plans does not constitute approval for the omission. Plans shall be reviewed and approved by the City Engineer and the Gridley Municipal Services Division.
13. Prior to recordation of the final map, the applicant shall coordinate with the Butte County Assessor's Office and Tax Collector to segregate any assessments against the properties and pay any delinquent, current, and future taxes and/or assessments against the properties as required.
14. Dedicate the east one-half of West Biggs-Gridley Road and enter into an improvement deferral agreement attached to all properties in the subdivision with the exception of lot 21, to pay the costs of the improvements at a future date when West Biggs-Gridley Road will be designed and constructed.
15. Dedicate and improve the north half of Peach Street including vertical curb and gutter, sidewalk and street construction. Improvements of the right-of-way shall be to the satisfaction of the City Engineer.
16. Dedicate and improve the 60-foot wide local residential street right-of-way for the interior subdivision streets to the satisfaction of the City Engineer.
17. Dedicate a 10-foot public services easement adjacent to all public right-of-way frontages.
18. Prior to approval of a Final Map all of the following requirements shall be completed:
19. A registered engineer shall prepare and submit the following information to Gridley Department of Public Works for review and approval:
 - a. Calculations identifying the estimated rate of peak stormwater runoff from the cross area of the undivided site and abutting streets - as they exist at the time of approval of the tentative subdivision map- during currently adopted design storm event. The calculations shall be prepared in a manner consistent with the Gridley Public Works Construction Standards, and with standard engineering practice.
 - b. Construction details, plans and profiles, typical sections, specifications, and maintenance plans for any proposed stormwater detention facilities to be constructed to serve the parcels created by this subdivision.
 - c. An assessment against the development and individual parcels shall be established to fund the on-going maintenance costs associated with approved stormwater detention facilities, lighting, landscape, concrete masonry split face block wall as noted in Item 24, and drainage components as determined by the City Engineer.
 - d. Dedication of the area for the detention facilities shall be made to the City of Gridley as a condition of recordation of the Final Map.
 - e. The design of surface detention facilities shall minimize use of the facility by mosquitoes- for breeding by incorporating some or all of the features recommended by the Butte County Mosquito and Vector Control District.
 - f. All drainage improvements shall be constructed in conformance with the Gridley Public

Works Construction Standards, the City of Gridley Master Drainage Plan, and the details shown on approved construction plans. The developer shall have a registered engineer prepare and submit construction details, plans and profiles, typical sections, specifications, and cost estimates to the Department of Public Works for review and approval prior to the recordation of the Final Map.

20. Telephone, cable television, and gas service shall be provided to all parcels in accordance with the Gridley Public Works Construction Standards, the Gridley Municipal Code, and the requirements of the agencies providing these services.
21. If any existing utilities must be relocated as a result of this subdivision, the agencies that own the facilities may require the developer to pay the cost of such relocations.
22. The lots shall be graded in conformance with the Gridley Public Works Construction Standards and the Gridley Municipal Code. The developer shall submit grading details, plans and specifications prepared by a registered engineer to the Department of Public Works for review and approval prior to the start of any work.
23. The Applicant shall hold harmless the City, its Council Members, its City Council, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to the plaintiff in an action challenging the validity of this tentative subdivision map or any environmental or other documentation related to approval of this tentative subdivision map.
24. In order to mitigate noise impacts from West Biggs Gridley Road on residential development, the applicant shall erect a 6'-high solid concrete masonry split face capped sound wall adjacent to West Biggs Gridley Road prior to the acceptance of the improvements for the project. Landscaping and irrigation shall be constructed on the west face of the wall to the satisfaction of the Planning Director.
25. Prior to issuance of a certificate of occupancy for any lot within the subdivision, parcel 21 shall be landscaped to visually enhance the detention basin. A landscape and irrigation plan for this area shall be submitted and approved by the Planning Director prior final map approval. The applicant shall provide a concrete picnic table and benches. Fencing shall be provided if required by the Planning Department.

I HEREBY CERTIFY that the foregoing resolution was introduced, passed and adopted by the City Council of the City of Gridley at a regular meeting held on the 7th day of October, 2019, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

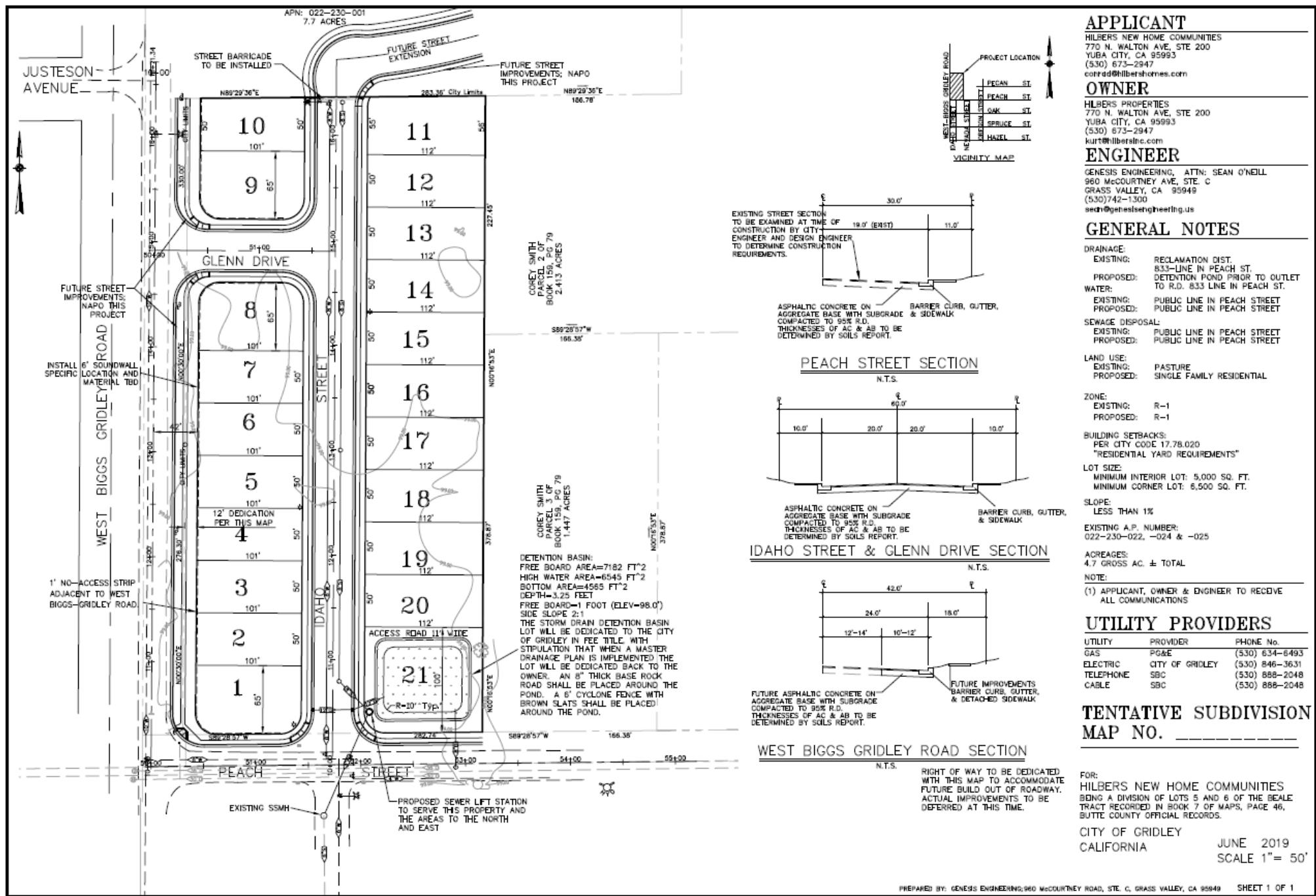
ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST: APPROVE:

Paul Eckert, City Clerk

Bruce Johnson, Mayor



**RESOLUTION NO.
2019-R-026**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR
REIMBURSEMENT TO THE CITY OF GRIDLEY FOR OFFSITE SUBDIVISION IMPROVEMENTS BY THE TWENTY
PARCELS LOCATED AT WEST BIGGS GRIDLEY ROAD FOR TENTATIVE SUBDIVISION MAP 1-19; RESOLUTION
NO. 2019-R-025**

WHEREAS, certain developments are located in areas of the City of Gridley where limited street improvements exist; and,

WHEREAS, the proposed subdivision shown on Tentative Subdivision Map 1-19 will reimburse the cost of the improvements to the City of Gridley, located on West Biggs Gridley Road by agreement; and,

WHEREAS, the property owners, Hilbers Properties, Inc. have requested the required public improvements be delayed because there is limited connectivity of the sidewalks along the street frontage; and,

WHEREAS, the property owners, Hilbers Properties, Inc, acknowledge the responsibility for the design and construction costs are hereby transferred to the twenty parcels of the subdivision in accordance with the said Reimbursement Agreement.

WHEREAS, the cost for the improvements shall be assessed and equally divided among the twenty parcels to be paid over a specified time period with an incremental increase in accordance with the currently adopted CPI percent annual increase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Gridley authorizes the City Administrator execute an Agreement for reimbursement of design and construction costs for the public improvements on West Biggs Gridley Road required by Tentative Subdivision Map 1-19, APN Nos. 022-230-022, -024 & -025, 2019-R-025.

I HEREBY CERTIFY that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on the 7th day of October, 2019 by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ATTEST: APPROVE:

Paul Eckert, City Clerk

Bruce Johnson, Mayor

**RESOLUTION NO.
2019-R-027**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A LANDSCAPING,
LIGHTING, UTILITY AND WEST BIGGS GRIDLEY ROAD ASSESSMENT DISTRICT TO PROVIDE FOR
THE MAINTENANCE OF THE SUBDIVISION IMPROVEMENTS AND PUBLIC IMPROVEMENT
CONSTRUCTION COSTS FOR TENTATIVE SUBDIVISION MAP 1-19,
RESOLUTION NO. 2019-R-025**

WHEREAS, the proposed subdivision shown on Tentative Subdivision Map 1-19 will construct certain public improvements requiring on-going maintenance and repair; and,

WHEREAS, proposed sewer lift station, detention basin, lighting, landscaping, and irrigation will need continued maintenance; and,

WHEREAS, the public improvements located on the east side of West Biggs Gridley Road will be paid for by an assessment; and,

WHEREAS, the cost for the improvements shall be assessed and equally divided among the twenty parcels to be paid over a specified time period with an incremental increase in accordance with the currently adopted CPI percent annual increase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Gridley authorizes the City Administrator execute a Lighting, Landscape and Public Improvement Assessment District for the purposes of collecting funds for the ongoing maintenance of landscaping, lighting, and public improvements and to collect funds for the reimbursement of the construction of public improvement along West Biggs Gridley Road for the benefit of the property owners of the twenty parcels created by the Tentative Subdivision Map 1-19, APN Nos. 022-230-022, -024 & -025, 2019-R-025, and its corresponding Final Map.

I HEREBY CERTIFY that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on the 7th day of October, 2019 by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ATTEST: APPROVE:

Paul Eckert, City Clerk

Bruce Johnson, Mayor

July 10, 2019

852 Idaho Street
Gridley CA 95948

Gridley Planning Commission
685 Kentucky Street, Gridley
Delivery by hand, July 10, 2019.

In re: Tentative parcel map 1-19, Hilbers New Home Communities public hearing.

Good Evening,

My name is Patrick Coghlan. I reside at the above address and have done so since July, 1981. This proposed subdivision is one half block from my property and yesterday was the first time I learned of it. I have briefly reviewed the plot plan and I have several concerns about the project as presented to the Commission. I believe that the safe movement of pedestrians, bicyclists and vehicles in the area is unduly compromised by the current design. Here are my observations and concerns about this project:

1. To me this project appears to propose that safety improvements to West Biggs-Gridley Road needed to accommodate Glenn Drive will not be completed as part of this project ("FUTURE STREET IMPROVEMENTS: NAPO THIS PROJECT"), that no deceleration lane or left turn lane provisions for cross streets will be incorporated into the project, and that the road width will be less than that incorporated into Heron Landing and Eagle Meadows subdivisions, and therefore unable to accommodate such safety provisions in the future.

I ask you not accept these reduced standards and not compromise the safety of Gridley residents. We know that Biggs favors growth to its south on that road, that Gridley landowners along that road may also seek to build on their properties, that the railroad is against allowing additional at-grade crossings, and that overpasses are prohibitively expensive. As most of the traffic from Gridley subdivisions is southbound, and all the schools are southbound from the site, it is reasonable to expect that the majority of traffic from residential growth on this road will have to pass through this road section.

After the exceptional job done by Heron Landing in accommodating expected growth, the last thing you should do is allow a pinch point to be created to accommodate this small development. The traffic on the road is definitely mixed use, in that in addition to residents it is used by farm vehicles and agricultural transport trucks, and is the dominant means by which police, fire and ambulance vehicles travel between Gridley and Biggs. When considering traffic safety simple residential standards are not effective and should not be relied upon. To keep this section of road safe I ask that the Gridley Planning Commission require road improvements which keep the same standards used for construction of Heron Landing and Eagle Meadows, and that they be completed prior to residential occupancy.

2. The project proposes an extension of Idaho Street as its one and only southbound traffic artery. It is reasonable to expect nearly all pedestrian, bicycle and vehicle traffic will be southbound towards highway 99, the city center, the shopping center and the schools, and such traffic will cross Peach and Oak Streets before turning on Spruce or a street further south. This is a high risk route and should not be considered.

Because Idaho Street is parallel to but only a little over 100 feet from West Biggs Gridley Road, these crossings are problematic for southbound motorized vehicles on Idaho crossing Oak, Spruce and streets further south as frequently cars turn east and do not have the time to react to a vehicle in the intersection. Pedestrians and bicyclists have an even worse problem as they take longer to cross the road. Crosswalks are impractical as motorists have too little warning after turning. If crosswalks were installed then a pedestrian crossing could result in a backup of vehicles onto Biggs Gridley Road. All it would take is one OTR truck to fill up the space between the crosswalk and the road.

A further issue is the absence of sidewalks on Idaho Street. Currently most pedestrians on Idaho walk in the street. In winter muddy areas discourage use of the city right of way where the sidewalk should be.

I ask the Commission to review the safety of the anticipated route for the residents of this subdivision, with special consideration for the safety of children walking or cycling to school, while mindful of the mix of vehicles going back and forth in the area.

3. The proposed intersection of Peach Street and Idaho Street has all the problems outlined above for Oak, Spruce and Hazel, with two added problems. If you imagine you are a southbound pedestrian on Idaho Street in the subdivision and you are looking West to ascertain oncoming traffic while next to the fire hydrant at the northeast corner of the intersection, you will note that your ability to both see and hear the traffic which may be about to turn eastbound on Peach is impeded by a six foot sound wall. With today's hybrid and electric vehicles you will be unable to see or hear such traffic. A vehicle turning from Biggs Gridley Road to Peach will also be blinded to the intersection and, while trying to execute a safe left turn may have less than 100' to respond to pedestrian. At about 35 mph that vehicle can be in that intersection in about three seconds. I think that it is unthinkable to put anyone, especially our school children in such an unsafe predicament. I fear that many will not recognize the sensory deprivation and attempt to cross that road without due caution. A sizeable side yard setback for lot 1 and elimination of the sound wall for that lot would be little relief.

I also ask your attention to the existing stop sign in the northbound lane of Idaho at the intersection with Peach. I can tell you that in the last 37 years it has rarely been visible due to trees or motorhomes parked in front of it. (The current property owner has a low utility trailer there, and that has helped a lot.) As the intersection is currently a "T" it has not been much of a problem, but if Idaho is extended, a section will need to be red-curbed or some other remedy chosen to make it continuously visible.

Thank you for your time. I encourage you to seek the guidance of a qualified traffic safety engineer in reviewing these issues. Please assist our community to grow but let's do so safely or not at all.

Sincerely Yours,



Patrick Coghlan

City Council Agenda Item #7
Staff Report

Date: October 7, 2019

To: Mayor and City Council

From: City Administrator Paul Eckert and City Engineer Dave Harden

Subject: Adoption of the Notice of Determination of the Environmental Documents Little Ave Lift Station and Force Main Project

<input checked="" type="checkbox"/>	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully recommends adoption of the Final CEQA Plus Initial Study and Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Little Ave Lift Station and Force Main Replacement Project dated September 2019.

Background

The City has pursued financial assistance for the improvements needed at the Little Ave sewer lift station and replacement of the force main. The City has received technical assistance through the State, which has funded and completed the environmental review and documentation requirements to receive state financial assistance.

Fiscal Impact

The fiscal impact associated with this action is \$2,400 for filing fees.

Compliance with City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing effort to be responsive and transparent regarding all business transactions and financial matters.

Attachment

- Final CEQA Plus Initial Study and Mitigated Negative Declaration for the Little Ave Lift Station and Force Main Replacement Project dated September 2019.
- Mitigation Monitoring and Reporting Program for the Little Ave Lift Station and Force Main Replacement Project dated September 2019.

Final CEQA Plus Initial Study and Mitigated Negative Declaration

Little Avenue Lift Station and Forced Main Replacement Project

September 2019

Lead Agency:



City of Gridley
685 Kentucky Street
Gridley, California 95948

Prepared by:



55 Hanover Lane
Suite A
Chico, California 95973

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**Final Initial Study and Mitigated Negative Declaration
Little Avenue Pump Station and Forced Main Project**

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**Final Initial Study and Mitigated Negative Declaration
Little Avenue Pump Station and Forced Main Project**

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SECTION 1.0 INTRODUCTION

This document, in conjunction with the draft Initial Study/Mitigated Negative Declaration (IS/MND), responds to comments made on the proposed Little Avenue Pump Station and Forced Main Project. While the State California Environmental Quality Act (CEQA) Guidelines do not require a final initial study or the preparation of formal responses to comments on draft initial studies/mitigated negative declarations the City has determined to provide responses to the comments it has received in order to provide further disclosure of the Project's impacts.

1.1 Background of Environmental Review Process for the Project

1.1.1 INITIAL STUDY

The IS/MND was released for public and agency review on July 26, 2019, with the 30-day review period ending on August 24, 2019. The City received two comment letters during this review period.

1.1.2 RESPONSE TO COMMENTS

This section provides a response to comments received on the IS/MND and is included as Section 2.0 of this document.

1.1.3 REVISIONS TO THE INITIAL STUDY

This section provides a list of revisions made to the IS/MND as a result of comments received.

1.2 Intended Uses of the IS/MND

The IS/MND in its final form will be used by the City of Gridley in considering approval of the proposed Project. In accordance with CEQA Guidelines Section 15074, the IS/MND will be used as the primary environmental document in consideration of all subsequent planning and permitting actions associated with the project, to the extent such actions require CEQA compliance and as otherwise permitted under applicable law.

1.2.1 CONSIDERATION OF COMMENTS

Prior to taking action on the proposed Project, the City will consider the IS/MND, this response to comments document, and any additional comments or testimony. Negative declarations and mitigated declarations are considered and adopted per CEQA Guidelines Section 15074, which reads as follows:

15074. CONSIDERATION AND ADOPTION OF A NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.

- (a) Any advisory body of a public agency making a recommendation to the decision-making body shall consider the proposed negative declaration or mitigated negative declaration before making its recommendation.

- (b) Prior to approving a project, the decision-making body of the lead agency shall consider the proposed negative declaration or mitigated negative declaration together with any comments received during the public review process. The decision-making body shall adopt the proposed negative declaration or mitigated negative declaration only if it finds on the basis of the whole record before it (including the initial study and any comments received), that there is no substantial evidence that the project will have a significant effect on the environment and that the negative declaration or mitigated negative declaration reflects the lead agency's independent judgment and analysis.
- (c) When adopting a negative declaration or mitigated negative declaration, the lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.
- (d) When adopting a mitigated negative declaration, the lead agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to mitigate or avoid significant environmental effects.
- (e) A lead agency shall not adopt a negative declaration or mitigated negative declaration for a project within the boundaries of a comprehensive airport land use plan or, if a comprehensive airport land use plan has not been adopted, for a project within two nautical miles of a public airport or public use airport, without first considering whether the project will result in a safety hazard or noise problem for persons using the airport or for persons residing or working in the project area.
- (f) When a non-elected official or decision-making body of a local lead agency adopts a negative declaration or mitigated negative declaration, that adoption may be appealed to the agency's elected decision-making body, if one exists. For example, adoption of a negative declaration for a project by a city's planning commission may be appealed to the city council. A local lead agency may establish procedures governing such appeals.

Upon review and consideration of the IS/MND, the City may take action to adopt, revise, or reject the proposed Project. A decision to approve the proposed Project would be made in a resolution recommending certification of the IS/MND as part of the consideration of the proposed Project. The City of Gridley has prepared this IS/MND and has determined that the environmental impacts of the proposed Project have been reduced to a less than significant level through mitigation measures adopted as part of a Mitigation Monitoring and Reporting Program (MMRP).

Organization and Scope of this Document

This document is organized in the following manner:

SECTION 1.0 – INTRODUCTION

Section 1.0 provides an overview of the environmental review process to date and discusses the CEQA requirements for consideration and adoption of a mitigated negative declaration.

SECTION 2.0 – COMMENTS AND RESPONSES TO COMMENTS

Section 2.0 provides a list of commenters, copies of written comments (coded for reference), and the responses to those comments made on the IS/MND.

SECTION 3.0 – REVISIONS TO THE DRAFT INITIAL STUDY

Section 3.0 provides edits to the Initial Study in response to comments received during the public review period.

**Final Initial Study and Mitigated Negative Declaration
Little Avenue Pump Station and Forced Main Project**

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SECTION 2.0 RESPONSE TO COMMENTS

2.1 List of Commenters

The following individuals and representatives of organizations and agencies submitted written comments on the IS/MND.

Letter	Agency, Organization, or Individual	Date
A	Scott Zaitz, Central Valley Regional Water Quality Control Board	August 7, 2019
B	Caitlyn Oswalt, State Water Resources Control Board	August 22, 2019

2.2 Comments and Responses

2.2.1 RESPONSES TO COMMENT LETTERS

Written comments on the draft IS/MND are reproduced on the following pages, along with responses to those comments. CEQA does not require lead agencies to provide formal responses to comments received on initial studies supporting proposed mitigated negative declarations; however, the City prepared this response to comments document to provide responses to comments received on the IS/MND in order to provide comprehensive information and disclosure for both the public and City's decision-makers.

Where changes deemed necessary to clarify the draft IS/MND text result from responding to comments, those minor changes are included in the response and demarcated with revision marks (underline for new text, strikeout for deleted text).

Final Initial Study and Mitigated Negative Declaration
Little Avenue Pump Station and Forced Main Project

Letter A - Central Valley Regional Water Quality Control Board



Letter A



Central Valley Regional Water Quality Control Board

7 August 2019

Dave Harden
City of Gridley
685 Kentucky Street
Gridley, CA 95948

**COMMENTS ON THE INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION
FOR THE LITTLE AVENUE LIFT STATION AND FORCED MAIN REPLACEMENT
PROJECT, STATE CLEARINGHOUSE NUMBER 2019079100, GRIDLEY, BUTTE
COUNTY**

The Central Valley Regional Water Quality Control Board (Central Valley Water Board) is a responsible agency for this project, as defined by the California Environmental Quality Act (CEQA). On 31 July 2019, we received your request for comments on the Initial Study and Mitigated Negative Declaration for the Little Avenue Lift Station and Forced Main Replacement Project (Project).

The proposed project is for the replacement of approximately 2,872 linear feet of 4-inch and 6-inch forced main wastewater pipeline with a 10-inch pipeline; replacement of one lift station; relocation of one control box; and the installation of a backup generator. The Project will abandon in place portions of the pipeline while removing other portions. Most of the construction will occur within the existing Little Avenue right-of-way, except for approximately 280 feet that will occur within the City's utility easement on private land and the section crossing under a Butte Water District (BWD) irrigation canal. The replacement of the pipeline under the irrigation canal will be completed using horizontal direction drilling. The project area starts at the Oregon/Little Avenue intersection and travels east for 2,872 feet and terminates at the existing connection located in the City's old wastewater facility.

Based on our review of the information submitted for the proposed project, we have the following comments:

Clean Water Act (CWA) Section 401, Water Quality Certification

The Central Valley Water Board has regulatory authority over wetlands and waterways under the Federal Clean Water Act (CWA) and the California Water Code, Division 7 (CWC). Discharge of dredged or fill material to waters of the United States requires a

A-1

KARL E. LONGLEY ScD, P.E., CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

364 Knollcrest Drive, Suite 205, Redding, CA 96002 | www.waterboards.ca.gov/centralvalley

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**Final Initial Study and Mitigated Negative Declaration
Little Avenue Pump Station and Forced Main Project**

Little Avenue Lift Station and Forced Main - 2 -
Replacement Project

7 August 2019

CWA Section 401 Water Quality Certification from the Central Valley Water Board. Typical activities include any modifications to these waters, such as stream crossings, stream bank modifications, filling of wetlands, etc. 401 Certifications are issued in combination with CWA Section 404 Permits issued by the Army Corps of Engineers. The proposed project must be evaluated for the presence of jurisdictional waters, including wetlands and other waters of the State. Steps must be taken to first avoid and minimize impacts to these waters, and then mitigate for unavoidable impacts. Both the Section 404 Permit and Section 401 Water Quality Certification must be obtained prior to site disturbance. Any person discharging dredge or fill materials to waters of the State must file a report of waste discharge pursuant to Sections 13376 and 13260 of the California Water Code. Both the requirements to submit a report of waste discharge and apply for a Water Quality Certification may be met using the same application form, found at: [Water Boards 401 Water Quality Certification Application](http://www.waterboards.ca.gov/centralvalley/water_issues/water_quality_certification/wqc_application.pdf) (http://www.waterboards.ca.gov/centralvalley/water_issues/water_quality_certification/wqc_application.pdf)

General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (CGP)

Construction activity, including demolition, resulting in a land disturbance of one acre or more must obtain coverage under the CGP. Little Avenue Lift Station and Forced Main Replacement Project must be conditioned to implement storm water pollution controls during construction and post-construction as required by the CGP. To apply for coverage under the CGP the property owner must submit Permit Registration Documents electronically prior to construction. Detailed information on the CGP can be found on the State Water Board website: [Water Boards Stormwater Construction Permits](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml) ([https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml))

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Isolated wetlands and other waters not covered by the Federal Clean Water Act

Some wetlands and other waters are considered "geographically isolated" from navigable waters and are not within the jurisdiction of the Clean Water Act. (e.g., isolated wetlands, vernal pools, or stream banks above the ordinary high-water mark). Discharge of dredged or fill material to these waters may require either individual or general waste discharge requirements from the Central Valley Water Board. If the U.S. Army Corps of Engineers determine that isolated wetlands or other waters exist at the project site, and the project impacts or has potential to impact these non-jurisdictional waters, a Report of Waste Discharge and filing fee must be submitted to the Central Valley Water Board. The Central Valley Water Board will consider the information provided and either issue or waive Waste Discharge Requirements. Failure to obtain waste discharge requirements or a waiver may result in enforcement action.

Any person discharging dredge or fill materials to waters of the State must file a report of waste discharge pursuant to Sections 13376 and 13260 of the CWC. Both the requirements to submit a report of waste discharge and apply for a Water Quality Certification may be met using the same application form, found at: [Water Boards Adopted Orders for Water Quality](http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf)

(http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf)

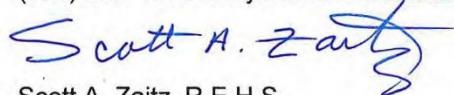
Final Initial Study and Mitigated Negative Declaration
Little Avenue Pump Station and Forced Main Project

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Replacement Project

7 August 2019

If you have any questions or comments regarding this matter, please contact me at
(530) 224-4784 or by email at Scott.Zaitz@waterboards.ca.gov

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(Continued)



Scott A. Zaitz, R.E.H.S
Environmental Scientist
Storm Water & Water Quality Certification Unit

SAZ: db

cc: Ms. Laura Shively, U.S. Army Corps of Engineers, Sacramento
Department of Fish and Wildlife, Region 2, Rancho Cordova

Comment Letter A – Scott Zaitz, Central Valley Regional Water Quality Control Board

Response A-1: This comment is a summary of required permits and certifications required for the Proposed Project, submitted by the Central Valley Regional Water Quality Control Board. The comment letter does not include specific suggestions or comments regarding the contents or adequacy of the IS/MND. This comment is noted and will be provided to the Planning Commission and City Council for consideration.

Final Initial Study and Mitigated Negative Declaration
Little Avenue Pump Station and Forced Main Project

Letter B - State Water Resource Control Board



Letter B



GAVIN NEWSOM
GOVERNOR



JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

Dave Harden
City of Gridley
685 Kentucky Street
Gridley, California 95948

Dear Mr. Harden,

**INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION (IS/MND) FOR THE
CITY OF GRIDLEY; LITTLE AVENUE LIFT STATION AND FORCED MAIN
REPLACEMENT PROJECT (PROJECT); BUTTE COUNTY; STATE
CLEARINGHOUSE NO. 2019079100**

We understand that the City is pursuing Clean Water State Revolving Fund (CWSRF) financing for this Project (CWSRF No. C-06-8480-110). As a funding agency and a state agency with jurisdiction by law to preserve, enhance, and restore the quality of California's water resources, the State Water Resources Control Board (State Water Board) is providing the following information on the IS/MND to be prepared for the Project.

The State Water Board, Division of Financial Assistance, is responsible for administering the CWSRF Program (Program). The primary purpose for the Program is to implement the Clean Water Act and various state laws by providing financial assistance for wastewater treatment facilities necessary to prevent water pollution, recycle water, correct nonpoint source and storm drainage pollution problems, provide for estuary enhancement, and thereby protect and promote health, safety and welfare of the inhabitants of the state.

The Program is partially funded by the United States Environmental Protection Agency (USEPA) and requires additional "California Environmental Quality Act (CEQA)-Plus" environmental documentation and review. Two enclosures are included that illustrate the Program environmental review process including the additional CEQA-Plus federal requirements. For the complete environmental application package and instructions please visit:

http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/srf_forms.shtml

The State Water Board is required to consult directly with agencies responsible for implementing federal environmental laws and regulations. Any environmental issues raised by federal agencies or their representatives will need to be resolved prior to the State Water Board's approval of a CWSRF financing commitment for your proposed

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E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

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City of Gridley

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Project. For further information on the Program, please contact Mr. Brian Cary, at (916) 449-5624.

It is important to note that prior to a CWSRF financing commitment, projects subject to provisions of the Federal Endangered Species Act (ESA), must obtain ESA, Section 7 clearance from the United States Department of the Interior, Fish and Wildlife Service (USFWS), and/or the United States Department of Commerce National Oceanic and Atmospheric Administration, National Marine Fisheries Service (NMFS) specific to any potential effects to special-status species.

Please be advised that the State Water Board will coordinate with the USEPA to consult with the USFWS, and/or the NMFS regarding all federal special-status species that the Project has the potential to affect if the Project is to be financed by the Program. The City will need to identify whether the Project will involve any direct effects from construction activities, or indirect effects such as growth inducement, that may affect federally listed threatened, endangered, or candidate species that are known, or have a potential to occur in the Project site, in the surrounding areas, or in the service area, and to identify applicable conservation measures to reduce such effects.

In addition, CWSRF projects must comply with federal laws pertaining to cultural resources, specifically Section 106 of the National Historic Preservation Act (Section 106). The State Water Board is responsible for ensuring compliance with Section 106 and is required to consult directly with the California State Historic Preservation Officer (SHPO). The SHPO consultation is initiated once sufficient information is provided by the CWSRF applicant. If the City decides to pursue CWSRF financing, please retain a consultant that meets the Secretary of the Interior's Professional Qualifications Standards (http://www.nps.gov/history/local-law/arch_stnds_9.htm) to prepare a Section 106 compliance report.

Note that the City will need to identify the Area of Potential Effects (APE), including construction and staging areas, and the depth of any excavation. The APE is three-dimensional and includes all areas that may be affected by the Project. The APE includes the surface area and extends below ground to the depth of any Project excavations. The records search request should extend to a ½-mile beyond project APE. The appropriate area varies for different projects but should be drawn large enough to provide information on what types of sites may exist in the vicinity.

Other federal environmental requirements pertinent to the Project under the Program include the following (for a complete list of all federal requirements and instructions please visit

http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/srf_forms.shtml

- A. An alternative analysis discussing environmental impacts of the Project in either the CEQA document (i.e. Environmental Impact Report) or in a separate report

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(Continued)

**Final Initial Study and Mitigated Negative Declaration
Little Avenue Pump Station and Forced Main Project**

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(i.e. for projects utilizing a Negative Declaration or Mitigated Negative Declaration).

- B. A public hearing or meeting for adoption/certification of all CEQA documents except for those with little or no environmental impacts.
- C. Compliance with the Federal Clean Air Act: (a) Provide air quality studies that may have been done for the Project; and (b) if the Project is in a nonattainment area or attainment area subject to a maintenance plan; (i) provide a summary of the estimated emissions (in tons per year) that are expected from both the construction and operation of the Project for each federal criteria pollutant in a nonattainment or maintenance area, and indicate if the nonattainment designation is moderate, serious, or severe (if applicable); (ii) if emissions are above the federal de minimis levels, but the Project is sized to meet only the needs of current population projections that are used in the approved State Implementation Plan for air quality, quantitatively indicate how the proposed capacity increase was calculated using population projections.
- D. Compliance with the Coastal Zone Management Act: Identify whether or not the Project is within a coastal zone and the status of any coordination with the California Coastal Commission.
- E. Protection of Wetlands: Identify any portion of the proposed Project area that should be evaluated for wetlands or United States waters delineation by the United States Army Corps of Engineers (USACE), or requires a permit from the USACE, and identify the status of coordination with the USACE.
- F. Compliance with the Farmland Protection Policy Act: Identify whether or not the Project will result in the conversion of farmland. Identify the status of farmland (prime, unique, local or statewide Importance) in the Project area and determine if this area is under a Williamson Act Contract.
- G. Compliance with the Migratory Bird Treaty Act: List any birds protected under this act that may be impacted by the Project and identify conservation measures to minimize impacts.
- H. Compliance with the Flood Plain Management Act: Identify whether or not the Project is in a Flood Management Zone and include a copy of the Federal Emergency Management Agency flood zone maps for the area.
- I. Compliance with the Wild and Scenic Rivers Act: Identify whether or not any Wild and Scenic Rivers would be potentially impacted by the Project and include conservation measures to minimize such impacts.

B-1
(Continued)

Following are specific comments on the City's draft IS/MND:

- 1. As described in Section 2.1, a portion of the pipeline will be constructed via horizontal directional drilling (HDD) to cross under a Butte Water District irrigation canal. Projects that involve HDD require a frac-out plan in case of a frac-out

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**Final Initial Study and Mitigated Negative Declaration
Little Avenue Pump Station and Forced Main Project**

City of Gridley

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event. Please be aware that if you come to CWSRF for funding, you will be required to develop a frac-out plan for the Project.

B-2
(Continued)

Please upload to FAAST the following documents applicable to the proposed Project following the City's CEQA process: (1) one copy of the draft and final IS/MND, (2) the resolution adopting the IS/MND and making CEQA findings, (3) all comments received during the review period and the City's response to those comments, (4) the adopted Mitigation Monitoring and Reporting Program and (5) the Notice of Determination filed with the Butte County Clerk and the Governor's Office of Planning and Research, State Clearinghouse. In addition, we would appreciate notices of any hearings or meetings held regarding environmental review of any projects to be funded by the State Water Board.

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Thank you for the opportunity to review the City's draft IS/MND. If you have any questions or concerns, please feel free to contact me at (916) 319-8574, or by email at Caitlyn.Oswalt@waterboards.ca.gov or contact Brian Cary at (916) 449-5624, or by email at Brian.Cary@waterboards.ca.gov.

Sincerely,

Caitlyn Oswalt

Caitlyn Oswalt
Environmental Scientist

Enclosures (2):

1. Clean Water State Revolving Fund Environmental Review Requirements
2. Clean Water State Revolving Fund Below-Market Financing for Wastewater & Water Quality

cc: State Clearinghouse
(Re: SCH# 2019079100)
P.O. Box 3044
Sacramento, CA 95812-3044

Comment Letter B – Caitlyn Oswalt, State Water Resource Control Board

Response B-1: This comment notes that the Project will be required to meet certain requirements as the City is pursuing Clean Water State Revolving Fund (CWSRF) financing for the Project. The letter states that in order to obtain funding, the Project must be evaluated in a CEQA Plus Initial Study and must obtain certain clearances.

The Project requires ESA Section 7 clearance from the United States Department of the Interior, Fish and Wildlife Service (USFWS), and/or the United States Department of Commerce National Oceanic and Atmospheric Administration, National Marine Fisheries Service (NMFS) specific to any potential effects to special-status species. The letter states that the City must identify any potential effects to special-status species.

The Project also must comply with Section 106 of the National Historic Preservation Act for cultural resource impact evaluation.

Further, the City must identify the Area of Potential Effects (APE) to the specifications included in the letter. The letter includes a list of other federal requirements pertinent to the Proposed Project.

The Project was evaluated using the CEQA Plus Initial Study format including those requirements of the ESA Section 7 and Section 106.

Response B-2: The comment recommends the inclusion of a frac-out plan as a mitigation measure in order to mitigate for the potential release of hazardous waste in a frac-out event. A frac-out event is possible due to the horizontal directional drilling (HDD) required for the Project to cross under a Butte Water District irrigation canal.

As such the following text has been added to the IS/MND to incorporate this mitigation measure. Refer to Section 3.0 for the specific revision to the IS/MND.

"However, the Project requires that horizontal directional drilling (HDD) be performed to construct the portion of the pipeline that is to cross under the Butte Water District irrigation canal. Projects that involve HDD have the potential for a frac-out event to occur. A frac-out event would release drilling fluids (mud) to the surface. Drilling fluid contains substances that may adversely affect fish and invertebrates. This impact can be mitigated to a less than significant level by requiring a frac-out plan be prepared for the Project (**HAZ-1**).

HAZ-1: A frac-out plan shall be developed by a qualified engineer for the Proposed Project to address the risk of frac-out and potential subsequent release of hazardous materials into waterways that is associated with HDD. The frac-out plan must address protocol for minimizing environmental damage that may result from the potential inadvertent release of drilling fluid in the event of a frac-out. The plan shall contain procedures for containing the released drilling material and hazardous material cleanup and storage protocol. The frac-out plan must also address the sediment control procedures as contained in the stormwater pollution prevention plan (SWPPP). The plan must be developed and approved prior to commencement of construction. Protocol included in the frac-out plan must be adhered to in the event of a frac-out.

Timing/Implementation: Prior to and during construction activities

Monitoring/Enforcement: City of Gridley

Response B-3: The comment lists five documents that must be uploaded through the Financial Assistance Application Submittal Tool (FAAST). The comment also states that the SWRCB would like notices of hearings or meetings held regarding environmental review of any projects to be funded by the State Water Board.

The comment is noted.

**Final Initial Study and Mitigated Negative Declaration
Little Avenue Pump Station and Forced Main Project**

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SECTION 3.0 REVISIONS TO THE INITIAL STUDY

3.1 Introduction

This section includes edits to the Initial Study in response to comments received during the public review period. Changes are provided in revision marks (underline for new text and strike out for deleted text).

3.2 Revisions to the Initial Study

SUMMARY

Page S-4:

The following change has been made to page S-4

HAZ-1: A frac-out plan shall be developed by a qualified engineer for the Proposed Project to address the risk of frac-out and potential subsequent release of hazardous materials into waterways that is associated with HDD. The frac-out plan must address protocol for minimizing environmental damage that may result from the potential inadvertent release of drilling fluid in the event of a frac-out. The plan shall contain procedures for containing the released drilling material and hazardous material cleanup and storage protocol. The frac-out plan must also address the sediment control procedures as contained in the stormwater pollution prevention plan (SWPPP). The plan must be developed and approved prior to commencement of construction. Protocol included in the frac-out plan must be adhered to in the event of a frac-out.

Timing/Implementation:

Prior to and during construction activities

Monitoring/Enforcement:

City of Gridley

SECTION 4.0 ENVIRONMENTAL CHECKLIST AND DISCUSSION

Page 4-54:

The following change has been made to page 4-54:

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

As discussed in Issue a), the Project would not result in the routine transport, use, disposal, handling, or emission of any hazardous materials that would create a significant hazard to the public or the environment. Potential construction-related hazards could be created during the course of Project construction at the site, given that construction activities involve the use of heavy equipment, which uses small and incidental amounts of oils and fuels and other potentially flammable substances. The level of risk associated with the accidental release of hazardous substances due to heavy equipment use is not considered significant due to the small volume and low concentration of hazardous materials used during construction. The construction contractor would be required to use standard construction controls and safety procedures that would avoid and minimize the potential for accidental release of such substances into the environment. Standard construction practices would be observed such that any materials released are appropriately contained and remediated as required by local, state, and federal law.

~~Because no hazardous materials would be used for operation of the Project, short-term construction and long-term operation impacts associated with handling, storing, and disposing of hazardous materials from project operation would be less than significant.~~

However, the Project requires that horizontal directional drilling (HDD) be performed to construct the portion of the pipeline that is to cross under the Butte Water District irrigation canal. Projects that involve HDD have the potential for a frac-out event to occur. A frac-out event would release drilling fluids (mud) to the surface. Drilling fluid contains substances that may adversely affect fish and invertebrates. This impact can be mitigated to a less than significant level by requiring a frac-out plan be prepared for the Project (**HAZ-1**).

Page 4-56:

The following change has been made to page 4-56:

4.9.3 Mitigation Measures

~~No significant impacts were identified, and no mitigation measures are required.~~

HAZ-1: A frac-out plan shall be developed by a qualified engineer for the Proposed Project to address the risk of frac-out and potential subsequent release of hazardous materials into waterways that is associated with HDD. The frac-out plan must address protocol for minimizing environmental damage that may result from the potential inadvertent release of drilling fluid in the event of a frac-out. The plan shall contain procedures for containing the released drilling material and hazardous material cleanup and storage protocol. The frac-out plan must also address the sediment control procedures as contained in the stormwater pollution prevention plan (SWPPP). The plan must be developed and approved prior to commencement of construction. Protocol included in the frac-out plan must be adhered to in the event of a frac-out.

Timing/Implementation: *Prior to and during construction activities*

Monitoring/Enforcement: *City of Gridley*

MITIGATION MONITORING AND REPORTING PROGRAM

Gridley Little Avenue and Forced Main Replacement Project
CEQA Plus Initial Study and Mitigated Negative Declaration
September 2019



PREFACE

Section 21081.6 of the California Environmental Quality Act (CEQA) requires a Lead Agency to adopt a Mitigation Monitoring and Reporting Program whenever it approves a project for which measures have been required to mitigate or avoid significant effects on the environment. The purpose of the monitoring and reporting program is to ensure compliance with the mitigation measures during project implementation.

The Initial Study/Mitigated Negative Declaration prepared for the Little Avenue Lift Station and Forced Main Replacement Project concluded that the implementation of the project could result in significant effects on the environment and mitigation measures were incorporated into the proposed project or are required as a condition of project approval. This Mitigation Monitoring and Reporting Program addresses those measures in terms of how and when they will be implemented.

This document does *not* discuss those subjects for which the Initial Study/Mitigated Negative Declaration concluded that the impacts from implementation of the project would be less than significant.

I, _____, the applicant, on the behalf of _____, hereby agree to fully implement the Mitigation Measures described below which have been developed in conjunction with the preparation of an Initial Study/Mitigated Negative Declaration for my proposed project. I understand that these mitigation measures or substantially similar measures will be adopted as conditions of approval with my development permit request to avoid or significantly reduce potential environmental impacts to a less than significant level.

Project Applicant's Signature _____

Date _____

City of Gridley Little Avenue and Force Main Replacement Project

MITIGATIONS	MONITORING AND REPORTING PROGRAM				
	Documentation of Compliance [Project Applicant/Proponent Responsibility]	Method of Compliance Or Mitigation Action	Timing of Compliance	Oversight Responsibility	Actions/Reports
Biological Resources					
Impact BIO-1:					
MM-BIO-1: VELB Avoidance. A qualified biologist shall be consulted to ensure that the directional bore (beneath the BWD irrigation canal) entry and exit pits are located to avoid impacts to elderberry shrubs. Elderberry plants present in the Project area shall be avoided by project activities.	Prior to construction a biologist should ensure elderberry bushes are located to avoid elderberry shrubs.	Prior to and during construction.	City of Gridley	VELB biological survey.	Prior to and during construction.
Impact BIO-2:					
MM-BIO-2: Nesting Bird Work Window. Complete all ground-disturbing and vegetation-disturbing work during the non-nesting season to avoid impacts to nesting birds, which generally corresponds to the period September 1 through January 31.	Complete all ground-disturbing and vegetation-disturbing work during the non-nesting season (September 1 through January 31).	Prior to and during construction activities.	City of Gridley	Nesting bird work window compliance.	Prior to and during construction activities.
Impact BIO-3:					
MM-BIO-3: Nesting Bird Pre-construction Surveys. If it is not feasible to implement mitigation measure BIO-2 , a qualified biologist shall survey all areas to be disturbed by project construction no more than 14 days in advance of activities. Active bird nests identified during the survey effort shall be avoided until such time that the qualified biologist has determined that the nest(s) is vacant. Depending on the location of the active nest(s), the qualified biologist may	A biologist shall survey areas to be disturbed by project construction. Active bird nests identified during the survey effort shall be avoided until such time that the qualified biologist has determined that the nest(s) is vacant or a no-	Prior to and during construction; survey no more than 14 days in advance of construction activities.	City of Gridley	Nesting bird pre-construction Surveys.	Prior to and during construction; survey no more than 14 days in advance of construction activities.

City of Gridley Little Avenue and Force Main Replacement Project

MITIGATIONS	MONITORING AND REPORTING PROGRAM				
	Documentation of Compliance [Project Applicant/Proponent Responsibility]	Documentation of Compliance [Lead Agency Responsibility]	Oversight Responsibility	Actions/Reports	Monitoring Timing or Schedule
establish a no-work buffer around the active nest(s).	work buffer may be established around the active nest(s).				
Impact BIO-4:					
MM-BIO-4: Minimize disturbance to Aquatic Features. Project activities shall avoid disturbance to the roadside ditch south of Little Avenue (Figure 7), and to the ditch feature that is a tributary to the BWD irrigation canal (Figure 8) to the maximum extent feasible. Prior to commencement of construction activities, the specific portions of waterways to be disturbed for installation of a box culvert and generator pad shall be delineated by a qualified engineer. For necessary, unavoidable disturbance of aquatic features, BIO-5 shall be implemented.	Avoid disturbance to two water features: the roadside ditch south of Little Avenue and to the ditch feature that is a tributary to the BWD irrigation canal. Prior to construction, point of waterways to be disturbed for the box culvert and generator pad shall be delineated.	Prior to and during construction activities.	City of Gridley	Minimize disturbance to aquatic features.	Prior to and during construction activities.
Impact BIO-5:					
MM-BIO-5: Jurisdictional Delineation and Permitting. In instances where it is not feasible to implement mitigation measure BIO-4 , a qualified biologist should be retained to complete a formal jurisdictional delineation of the two noted ditch features to determine their regulatory statuses and requirements. Depending on the results of this delineation effort, additional permitting efforts may be required prior to completing project activities in and near these ditch features.	A biologist should complete a formal jurisdictional delineation of the two noted ditch features. Depending on their regulatory statuses and requirements, additional	Prior to and during construction activities.	City of Gridley	Jurisdictional Delineation and Permitting.	Prior to and during construction activities.

City of Gridley Little Avenue and Force Main Replacement Project

MITIGATIONS	MONITORING AND REPORTING PROGRAM				
	Documentation of Compliance [Project Applicant/Proponent Responsibility]	Documentation of Compliance [Lead Agency Responsibility]	Oversight Responsibility	Actions/Reports	Monitoring Timing or Schedule
	permitting efforts may be required prior to completing project activities in and near these ditch features.				
Cultural Resources					
Impact CUL-1:					
MM CUL-1: If subsurface deposits believed to be cultural or human in origin are discovered during grading and construction activities, all work must halt within a 100-foot radius of the discovery. A qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeologist, shall be retained to evaluate the significance of the find, and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The following notifications shall apply, depending on the nature of the find: If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately, and no agency notifications are required. If the professional archaeologist determines that the find does represent a cultural resource from any time period or cultural affiliation, he or she shall immediately notify the lead agency and applicable landowner. The agency shall consult on a finding of eligibility and implement appropriate	If a subsurface deposit believed to be cultural or human in origin is discovered, all work must halt in a 100-foot radius. A qualified archeologist must evaluate the resource. If it is determined that the find does represent a cultural resource from any time period or cultural affiliation, the lead agency and applicable landowner shall be notified. The agency shall consult on a finding of eligibility and implement	During Construction.	City of Gridley	Follow proper protocol regarding discovery of potential cultural or human remains.	During Construction.

**City of Gridley Little Avenue and Force
Main Replacement Project**

MITIGATIONS	MONITORING AND REPORTING PROGRAM				
	Documentation of Compliance [Project Applicant/Proponent Responsibility]	Documentation of Compliance [Lead Agency Responsibility]	Oversight Responsibility	Actions/Reports	Monitoring Timing or Schedule
treatment measures, if the find is determined to be eligible for inclusion in the National Register of Historic Places (NRHP) or California Register of Historic Places (CRHR). Work may not resume within the no-work radius until the lead agency, through consultation as appropriate, determines that the site either: 1) is not eligible for the NRHP or CRHR, or 2) that the treatment measures have been completed to their satisfaction. If the find includes human remains, or remains that are potentially human, the archaeologist shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641). The archaeologist shall notify the Butte County Coroner (as per § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California Public Resources Code (PRC), and AB 2641 will be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the Native American Heritage Committee (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the Project (§ 5097.98 of the PRC). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the PRC). If no agreement	appropriate treatment measures. If the find includes human remains, or remains that are potentially human, the archaeologist shall ensure reasonable protection measures are taken to protect the discovery from disturbance and notify the Butte County Coroner.				

City of Gridley Little Avenue and Force Main Replacement Project

MITIGATIONS	MONITORING AND REPORTING PROGRAM				
	Documentation of Compliance [Project Applicant/Proponent Responsibility]	Documentation of Compliance [Lead Agency Responsibility]	Oversight Responsibility	Actions/Reports	Monitoring Timing or Schedule
is reached, the landowner must rebury the remains where they will not be further disturbed (§ 5097.98 of the PRC). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (Assembly Bill [AB] 2641). Work may not resume within the no-work radius until the lead agency, through consultation as appropriate, determines that the treatment measures have been completed to their satisfaction.					
Geology and Soils					
Impact GEO-1:					
MM GEO-1: If paleontological or other geologically sensitive resources are identified during any phase of project development, the construction manager shall cease operation at the site of the discovery and immediately notify City of Gridley. City of Gridley shall retain a qualified paleontologist to provide an evaluation of the find and to prescribe mitigation measures to reduce impacts to a less-than-significant level. In considering any suggested mitigation proposed by the consulting paleontologist, City of Gridley shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, land use assumptions, and other considerations. If	If paleontological or other geologically sensitive resources are identified during any phase of project development, the construction manager shall cease operation at the site and notify City of Gridley. The City shall retain a qualified paleontologist to provide an evaluation of	During Construction.	City of Gridley	Follow proper protocol in the event of a paleontological or geologically sensitive resource discovery.	During Construction.

City of Gridley Little Avenue and Force Main Replacement Project

MITIGATIONS	MONITORING AND REPORTING PROGRAM				
	Documentation of Compliance [Project Applicant/Proponent Responsibility]	Documentation of Compliance [Lead Agency Responsibility]	Oversight Responsibility	Actions/Reports	Monitoring Timing or Schedule
Method of Compliance Or Mitigation Action	Timing of Compliance				
avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.	the find and to prescribe mitigation measures to reduce impacts to a less-than-significant level. Proper mitigation will be determined by the paleontologist and the City. Work may continue in other areas of the Project site while mitigation is determined.				

Hazards and Hazardous Materials

Impact HAZ-1:

MM HAZ-1: A frac-out plan shall be developed by a qualified engineer for the Proposed Project to address the risk of frac-out and potential subsequent release of hazardous materials into waterways that is associated with HDD. The frac-out plan must address protocol for minimizing environmental damage that may result from the potential inadvertent release of drilling fluid in the event of a frac-out. The plan shall contain procedures for containing the released drilling material and hazardous material cleanup and storage protocol. The frac-out plan must also address the sediment control procedures as contained in the stormwater pollution prevention plan (SWPPP). The plan must be developed and approved prior to commencement of construction.

A frac-out plan shall be developed to minimize release of drilling fluids and subsequent environmental harm in the event of a frac-out.

Prior to and during construction activities.

City of Gridley

Creation of a frac-out plan. In the event of a frac-out event, compliance with the frac-out plan is required.

Prior to and during construction activities.

**City of Gridley Little Avenue and Force
Main Replacement Project**

MITIGATIONS	MONITORING AND REPORTING PROGRAM				
	Documentation of Compliance [Project Applicant/Proponent Responsibility]	Documentation of Compliance [Lead Agency Responsibility]	Oversight Responsibility	Actions/Reports	Monitoring Timing or Schedule
Protocol included in the frac-out plan must be adhered to in the event of a frac-out.					

Source: City of Gridley Little Avenue Lift Station and Forced Main Replacement Project IS/MND

City Council Agenda Item #8
Staff Report

Date:	October 7, 2019	<input checked="" type="checkbox"/>	Regular
To:	Mayor and City Council	<input type="checkbox"/>	Special
From:	City Administrator Paul Eckert and City Engineer Dave Harden	<input type="checkbox"/>	Closed
Subject:	Adoption of the Notice of Determination of the Environmental Documents Waterline Replacement Project	<input type="checkbox"/>	Emergency

Recommendation

City staff respectfully recommends adoption of the Draft CEQA Plus Initial Study and Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Waterline Replacement Project dated June 2019.

Background

The City has pursued financial assistance for the improvements needed at the Little Ave sewer lift station and replacement of the force main. The City has received technical assistance through the State, which has funded and completed the environmental review and documentation requirements to receive state financial assistance. No comments were received, so the draft IS/MND became the final CEQA document since edits were not needed.

Fiscal Impact

The fiscal impact associated with this action is \$2,400 for filing fees.

Compliance with City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing effort to be responsive and transparent regarding all business transactions and financial matters.

Attachment

- Draft CEQA Plus Initial Study and Mitigated Negative Declaration for the Waterline Replacement Project dated June 2019 (Available for review at the Administration Counter in City Hall or online at www.gridley.ca.us)
- Mitigation Monitoring and Reporting Program for the Waterline Replacement Project dated September 2019.

MITIGATION MONITORING AND REPORTING PROGRAM

**Gridley Waterline Replacement Project
CEQA Plus Initial Study and Mitigated Negative Declaration
September 2019**



PREFACE

Section 21081.6 of the California Environmental Quality Act (CEQA) requires a Lead Agency to adopt a Mitigation Monitoring and Reporting Program whenever it approves a project for which measures have been required to mitigate or avoid significant effects on the environment. The purpose of the monitoring and reporting program is to ensure compliance with the mitigation measures during project implementation.

The Initial Study/Mitigated Negative Declaration prepared for Gridley Waterline Replacement Project concluded that the implementation of the project could result in significant effects on the environment and mitigation measures were incorporated into the proposed project or are required as a condition of project approval. This Mitigation Monitoring and Reporting Program addresses those measures in terms of how and when they will be implemented.

This document does *not* discuss those subjects for which the Initial Study/Mitigated Negative Declaration concluded that the impacts from implementation of the project would be less than significant.

I, _____, the applicant, on the behalf of _____, hereby agree to fully implement the Mitigation Measures described below which have been developed in conjunction with the preparation of an Initial Study/Mitigated Negative Declaration for my proposed project. I understand that these mitigation measures or substantially similar measures will be adopted as conditions of approval with my development permit request to avoid or significantly reduce potential environmental impacts to a less than significant level.

Project Applicant's Signature _____

Date _____

City of Gridley Waterline Replacement Project

MITIGATIONS	MONITORING AND REPORTING PROGRAM				
	Documentation of Compliance [Project Applicant/Proponent Responsibility]	Method of Compliance Or Mitigation Action	Timing of Compliance	Oversight Responsibility	Actions/Reports
Biological Resources					
Impact BIO-1:					
MM-BIO-1: Valley elderberry longhorn beetle avoidance shall be integrated into Project construction activities. Prior to project site work for a given section of the Project, a qualified biologist shall complete a determinate survey for elderberry shrubs within the final project alignment. The survey shall be performed no more than 14 days prior to the commencement of the next section of construction. Elderberry plants present in the project area shall be avoided by project activities.	A minimum of 14 days prior to the commencement of construction, a qualified biologist shall complete a survey for elderberry shrubs. Elderberry plants present in the project alignment area shall be avoided.	14 days or less prior to commencement of Project construction activity for a given section of the Project and during construction activities.	City of Gridley	Biological survey.	14 days or less prior to commencement of Project construction activity for a given section of the Project and during construction activities.
Impact BIO-2:					
MM-BIO-2: Implement a nesting-bird work window to avoid disturbance of nesting birds. All ground disturbing and vegetation disturbing work must be completed during the non-nesting season between the dates of September 1 through January 31. Construction activities are prohibited during the nesting season of February 1-August 31.	Complete all ground-disturbing and vegetation-disturbing work during the non-nesting season (September 1 through January 31).	Prior to and during construction activities.	City of Gridley	Nesting bird work window compliance	Prior to and during construction activities.
Impact BIO-3:					
MM-BIO-3: If BIO-2 is determined infeasible, a qualified biologist must conduct a pre-construction nesting-bird survey of all suitable habitat on the Project site no more than 14 days prior to the commencement of construction during the nesting season (February 1-August 31). Surveys should be conducted within 500 feet of	A biologist shall survey areas to be disturbed by project construction. Active bird nests identified during the survey effort shall be avoided until such time	Prior to and during construction; survey no more than 14 days in advance of	City of Gridley	Nesting bird pre-construction Surveys.	Prior to and during construction; survey no more than 14 days in advance of

City of Gridley Waterline Replacement Project

MITIGATIONS	MONITORING AND REPORTING PROGRAM				
	Documentation of Compliance [Project Applicant/Proponent Responsibility]	Documentation of Compliance [Lead Agency Responsibility]	Oversight Responsibility	Actions/Reports	Monitoring Timing or Schedule
the Project for Swainson's hawk. If active nests are found, a no-disturbance buffer around the nest shall be established. The buffer distance shall be established by a biologist in consultation with California Department of Fish and Wildlife or the California Environmental Quality Act (CEQA) lead agency. The buffer shall be maintained until the fledglings are capable of flight and become independent of the nest tree, to be determined by a qualified biologist. Once the young are independent of the nest, no further measures are necessary. Pre-construction nesting surveys are not required for construction activity outside the nesting season.	that the qualified biologist has determined that the nest(s) is vacant or a no-work buffer may be established around the active nest(s).	construction activities.			construction activities.
Impact BIO-4:					
MM-BIO-4: Avoidance of aquatic features shall be implemented so Project activities shall avoid disturbances to the riverine features shown in <i>Figure 5. Noise Contours</i> , i.e., along Yew Street, north of Colusa Highway, west of West Biggs Gridley Road, and an irrigation canal, and any other aquatic features within the Project site not reported by the National Wetland Inventory.	Avoid disturbance to all riverine features, an irrigation canal, and all aquatic features not reported by the National Wetland Inventory.	Prior to and during construction activities.	City of Gridley	Minimize disturbance to aquatic features.	Prior to and during construction activities.
Impact BIO-5:					
MM-BIO-5: Jurisdictional Delineation and Permitting shall be implemented if it is not feasible to implement BIO-4 . A qualified biologist should be retained to complete a formal jurisdictional delineation of Project site aquatic	A biologist should complete a formal jurisdictional delineation	Prior to and during construction activities.	City of Gridley	Jurisdictional Delineation and Permitting.	Prior to and during construction activities.

City of Gridley Waterline Replacement Project

MITIGATIONS	MONITORING AND REPORTING PROGRAM				
	Documentation of Compliance [Project Applicant/Proponent Responsibility]	Documentation of Compliance [Lead Agency Responsibility]	Oversight Responsibility	Actions/Reports	Monitoring Timing or Schedule
features to determine their regulatory statuses and requirements. Depending on the results of this delineation, additional permitting efforts may be required prior to completing project activities in and near these ditch features.	of the two noted ditch features. Depending on their regulatory statuses and requirements, additional permitting efforts may be required prior to completing project activities in and near these ditch features.				

Cultural Resources:

Impact CUL-1:

MM CUL-1: If subsurface deposits believed to be cultural or human in origin are discovered during grading and construction activities, all work must halt within a 100-foot radius of the discovery. A qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeologist, shall be retained to evaluate the significance of the find, and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The following notifications shall apply, depending on the nature of the find: If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately and no agency notifications are required.	If a subsurface deposit believed to be cultural or human in origin is discovered, all work must halt in a 100-foot radius. A qualified archeologist must evaluate the resource. If it is determined that the find does represent a cultural resource from any time period or cultural affiliation, the lead agency	During Construction.	City of Gridley	Follow proper protocol regarding discovery of potential cultural or human remains.	During Construction.
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City of Gridley Waterline Replacement Project

MITIGATIONS	MONITORING AND REPORTING PROGRAM				
	Documentation of Compliance [Project Applicant/Proponent Responsibility]	Documentation of Compliance [Lead Agency Responsibility]	Oversight Responsibility	Actions/Reports	Monitoring Timing or Schedule
If the professional archaeologist determines that the find does represent a cultural resource from any time period or cultural affiliation, he or she shall immediately notify the State Water Resources Control Board, the City of Gridley, and applicable landowner. The agencies shall consult on a finding of eligibility and implement appropriate treatment measures, if the find is determined to be a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines. Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the site either: 1) is not a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) that the treatment measures have been completed to their satisfaction. If the find includes human remains, or remains that are potentially human, the professional archaeologist shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641). The archaeologist shall notify the Butte County Coroner (per § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California Public Resources Code (PRC), and Assembly Bill (AB) 2641 will be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the Native	and applicable landowner shall be notified. The agency shall consult on a finding of eligibility and implement appropriate treatment measures. If the find includes human remains, or remains that are potentially human, the archaeologist shall ensure reasonable protection measures are taken to protect the discovery from disturbance and notify the Butte County Coroner.				

City of Gridley Waterline Replacement Project

MITIGATIONS	MONITORING AND REPORTING PROGRAM				
	Documentation of Compliance [Project Applicant/Proponent Responsibility]	Documentation of Compliance [Lead Agency Responsibility]	Oversight Responsibility	Actions/Reports	Monitoring Timing or Schedule
American Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the project (§ 5097.98 of the PRC). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the PRC). If no agreement is reached, the landowner must rebury the remains where they will not be further disturbed (§ 5097.98 of the PRC). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the treatment measures have been completed to their					
Geology and Soils:					
Impact GEO-1:					
MM GEO-1: If paleontological or other geologically sensitive resources are identified during any phase of project development, the construction manager shall cease operation at the site of the discovery and immediately notify the City of Gridley Public Works. The City shall retain a qualified paleontologist to provide an evaluation of the find and to prescribe mitigation	If paleontological or other geologically sensitive resources are identified during any phase of project development, the construction manager shall cease operation at	During Construction.	City of Gridley	Follow proper protocol in the event of a paleontological or geologically sensitive resource discovery.	During Construction.

City of Gridley Waterline Replacement Project

MITIGATIONS	MONITORING AND REPORTING PROGRAM				
	Documentation of Compliance [Project Applicant/Proponent Responsibility]	Documentation of Compliance [Lead Agency Responsibility]	Oversight Responsibility	Actions/Reports	Monitoring Timing or Schedule
measures to reduce impacts to a less-than-significant level. In considering any suggested mitigation proposed by the consulting paleontologist, the City shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.	<p>the site and notify City of Gridley.</p> <p>The City shall retain a qualified paleontologist to provide an evaluation of the find and to prescribe mitigation measures to reduce impacts to a less-than-significant level.</p> <p>Proper mitigation will be determined by the paleontologist and the City. Work may continue in other areas of the Project site while mitigation is determined.</p>				

Source: City of Gridley Waterline Replacement Project IS/MND