



**REGULAR CITY COUNCIL MEETING
MEETING AGENDA
WEDNESDAY, AUGUST 24, 2016**

Regular Meeting - 6:30 PM

**City Hall – Beryl P. Robinson, Jr. Conference Room
317 Broad Street, Nevada City, CA 95959**

MISSION STATEMENT

The City of Nevada City is dedicated to preserving and enhancing its small town character and historical architecture while providing quality public services for our current and future residents, businesses and visitors.

Evans Phelps, Mayor

**Reinette Senum, Council Member
David Parker, Council Member**

**Duane Strawser, Vice Mayor
Valerie Moberg, Council Member**

The City Council welcomes you to its meetings which are scheduled at 6:30 PM on the 2nd and 4th Wednesdays of each month. Your interest is encouraged and appreciated. This meeting is recorded on DVD and is televised on local public television Channel 17. Other special accommodations may be requested to the City Clerk 72 hours in advance of the meeting. Please turn off all cell phones or similar devices. Action may be taken on any agenda item. Agenda notices are available at City Hall. Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Hall at 317 Broad Street, Nevada City, CA during normal business hours.

ANY MEMBER OF THE PUBLIC DESIRING TO ADDRESS THE COUNCIL ON ANY ITEM ON THIS AGENDA: After receiving recognition from the Mayor, give your name and address, and then your comments or questions. Please direct your remarks to the Councilmembers. In order that all interested parties have an opportunity to speak, please limit your comments to the specific item under discussion. All citizens will be afforded an opportunity to speak, consistent with their Constitutional rights. Time limits shall be at the Mayor's discretion. **IF YOU CHALLENGE** the Council's decision on any matter in court, you will be limited to raising only those issues you or someone else raised at the meeting or Public Hearing described on this agenda, or in written correspondence delivered to the City Council at, or prior to, the meeting or Public Hearing.

REGULAR MEETING – 6:30 PM - Call to Order

Roll Call: Moberg, Parker, Senum, Vice Mayor Strawser, & Mayor Phelps

PLEDGE OF ALLEGIANCE

PROCLAMATION: Celebrating the 20th Anniversary of TouchDown Productions

PRESENTATION: Recognition of Outgoing City Planning Commissioners

BUSINESS FROM THE FLOOR

1. PUBLIC COMMENT

Under Government Code Section 54954.3, members of the public are entitled to address the City Council concerning any item within the Nevada City Council's subject matter

jurisdiction. Comments on items NOT ON THE AGENDA are welcome at this time. Normally, public comments are limited to no more than three minutes each. **Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda.**

2. COUNCIL MEMBERS REQUESTED ITEMS AND COMMITTEE REPORTS:

3. CONSENT ITEMS:

All matters listed under the Consent Calendar are to be considered routine by the City Council and will be enacted by one motion in the form listed. There will be no separate discussion of these items unless, before the City Council votes on the motion to adopt, members of the Council, City staff or the public request specific items to be removed from the Consent Calendar for separate discussion and action.

A. Subject: Fire Activity Report – July 2016

Recommendation: Receive and file.

B. Subject: Approval of Memorandum of Understanding Agreements and Side Letter Agreement with City Bargaining Units

Recommendation: Pass a Motion approving Memorandum of Understanding Agreements with Nevada City Miscellaneous Employees Association, Nevada City Management Employees, Nevada City Police Officers Supervisory Association, Nevada City Supervisory Unit, and Side Letter Agreement No. 1 with the Nevada City Police Officers Association.

C. Subject: Proposed City Manager Compensation Adjustment

Recommendation: Pass a Motion authorizing a 3% City Manager salary adjustment effective July 1, 2016 and requiring the City Manager to pay an additional 1% of his salary toward the employee portion of pension costs.

D. Subject: City Council Liaison to the Save Our Bridge Campaign Committee

Recommendation: Pass a Motion appointing Robert Bergman as a City Council Liaison to the Save Our Bridge Campaign Committee efforts to renovate the Bridgeport Covered Bridge.

E. Subject: Award of Contract for New Sidewalk Rail at Various Locations in Nevada City

Recommendation: Pass a Motion awarding a contract to Ace Welding in the amount of \$22,590.00 for New Sidewalk Rail at Various Locations and authorize the Mayor to sign.

4. APPROVAL OF ACTION MINUTES:

A. City Council Meeting – August 10, 2016

B. Special City Council Meeting – August 15, 2016

5. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:

- A. Subject:** Review of Planned “Measure C” Open House Schedule (Oral Presentation)
Recommendation: Receive and file.

6. PUBLIC HEARINGS:

7. OLD BUSINESS:

- A. Subject:** Request for Continuance of Public Hearing Appeal of Planning Commission Decision to Deny the Architectural Review Application of Charlotte Dewar to Construct a Front Entry Façade on the Accessory Building located at 254 Boulder Street
Recommendation: Pass a Motion continuing Public Hearing to City Council Meeting of September 14, 2016.

8. NEW BUSINESS:

- A. Subject:** 2016 Nevada City Community Survey Results
Recommendation: Review, discuss and provide direction to the City Manager.

9. CORRESPONDENCE:

10. ANNOUNCEMENTS:

11. CITY MANAGER’S REPORT:

12. ADJOURNMENT

Certification of Posting of Agenda

I, Mark Prestwich, City Manager for the City of Nevada City, declare that the foregoing agenda for the August 24, 2016 Regular Meeting of the Nevada City City Council was posted August 19, 2016 at the office of the City of Nevada City (City Hall). The agenda is also posted on the City’s website www.nevadacityca.gov.

Signed August 19, 2016 at Nevada City, California

_____, Mark Prestwich, City Manager

CITY OF NEVADA CITY
City Council
Long Range Calendar

August 25, 2016	Special City Council and Planning Commission – Strategic Planning Workshop
September 14, 2016	Regular Council Meeting
September 28, 2016	Regular Council Meeting
October 12, 2016	Regular Council Meeting
October 26, 2016	Regular Council Meeting

NOTE: This list is for planning purposes; items may shift depending on timing and capacity of a meeting.

NOTICE: *As presiding officer, the Mayor has the authority to preserve order at all City Council meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Council and to enforce the rules of the Council.*

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

August 24, 2016

TITLE: Fire Activity Report – July 2016

RECOMMENDATION: Receive and file.

CONTACT: Sam Goodspeed, Fire Chief *SG*

BACKGROUND / DISCUSSION: The attached Fire Activity Report reviews the monthly responses including incident type, location and participation for Nevada City Fire Station 54.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: Not applicable.

ATTACHMENTS:

- ✓ Station 54 Incident Responses
- ✓ Nevada City Incident Responses
- ✓ Station 54 Incident Type Summary
- ✓ Year to Date Incident Participation

Station 54 Incident Responses

Alarm Date Between {07/01/2016} And {07/31/2016}

Alm Date	Alm Time	Location	Incident Type
07/01/2016	08:35:05	757 Sutton Way /Grass Val	131 Passenger vehicle fire
07/01/2016	21:36:00	11726 Rough and Ready HWY	141 Forest, woods or wildland fi
07/02/2016	00:19:00	1008 Plaza DR /Grass Vall	323 Motor vehicle/pedestrian acc
07/02/2016	09:10:00	11080 Banner Mine WAY /Ne	611 Dispatched & cancelled en ro
07/02/2016	14:00:00	412 Brighton ST /Grass Va	611 Dispatched & cancelled en ro
07/02/2016	15:27:00	542 Jordan ST /Nevada Cit	743 Smoke detector activation, n
07/02/2016	17:45:00	515 Nimrod ST /Nevada Cit	320 Emergency medical service, o
07/03/2016	02:47:00	332 Bridge WAY /Nevada Ci	736 CO detector activation due t
07/04/2016	12:24:00	216 BROAD ST /Nevada City	320 Emergency medical service, o
07/04/2016	19:43:00	Highway 49 Northbound 1/4	324 Motor Vehicle Accident with
07/04/2016	23:33:40	230 COMMERCIAL ST /Nevada	311 Medical assist, assist EMS c
07/05/2016	07:09:00	16346 Red Dog /Nevada Cit	141 Forest, woods or wildland fi
07/05/2016	09:39:24	13081 John Bauer AVE /Nev	311 Medical assist, assist EMS c
07/05/2016	13:03:00	State Hwy 20 about one mi	311 Medical assist, assist EMS c
07/05/2016	15:13:15	12359 Loma Rica DR /Grass	321 EMS call, excluding vehicle
07/06/2016	12:48:00	275 Sutton WAY /52/Grass	311 Medical assist, assist EMS c
07/08/2016	17:39:00	State Highway 49 HWY & Ce	322 Motor vehicle accident with
07/09/2016	03:30:00	15496 Ridge Estates RD /N	611 Dispatched & cancelled en ro
07/09/2016	06:07:00	12522 Madrone forrest /Gr	745 Alarm system activation, no
07/09/2016	08:08:00	316 Olympia Park CIR /116	311 Medical assist, assist EMS c
07/09/2016	12:38:00	844 Old Tunnel RD /Grass	311 Medical assist, assist EMS c
07/09/2016	15:40:00	South Yuba River @ Edward	622 No Incident found on arrival
07/09/2016	22:26:00	425 Nimrod ST /Nevada Cit	300 Rescue, EMS incident, other
07/10/2016	04:10:00	400 Railroad AVE /18/Neva	554 Assist invalid
07/10/2016	05:25:00	11198 Banner Mine WAY /Ne	743 Smoke detector activation, n
07/10/2016	10:40:09	1069 Laurel LANE /Grass V	311 Medical assist, assist EMS c
07/10/2016	12:03:33	400 RAILROAD AVE /3/Nevad	311 Medical assist, assist EMS c
07/11/2016	08:45:00	625 Idaho Maryland Road /	611 Dispatched & cancelled en ro
07/11/2016	15:24:10	400 RAILROAD AVE /Nevada	554 Assist invalid
07/12/2016	05:25:00	11183 Slate Creek RD /Gra	321 EMS call, excluding vehicle
07/14/2016	00:41:00	775 Old Tunnel RD /211/Gr	311 Medical assist, assist EMS c
07/14/2016	03:29:00	2001 Nevada City HWY /Gra	320 Emergency medical service, o
07/14/2016	17:35:00	State Hwy 49 HWY & State	463 Vehicle accident, general cl
07/15/2016	14:50:00	428 Brunswick Rd /Grass V	311 Medical assist, assist EMS c
07/15/2016	19:25:00	400 Railroad Ave /18/Neva	320 Emergency medical service, o
07/15/2016	21:12:00	175 Spring Hill DR /Grass	745 Alarm system activation, no
07/15/2016	22:21:00	995 Helling Wy /Nevada Ci	320 Emergency medical service, o
07/16/2016	00:06:00	10433 Willow Valley RD /N	622 No Incident found on arrival
07/17/2016	11:18:45	10823 Alta ST /Grass Vall	321 EMS call, excluding vehicle
07/17/2016	11:46:26	400 RAILROAD AVE /8/Nevad	554 Assist invalid
07/18/2016	09:33:00	752 Lindley AVE /Nevada C	550 Public service assistance, O
07/18/2016	09:52:00	Hwy 49/20 & Banner Lava C	463 Vehicle accident, general cl
07/18/2016	13:20:00	16337 Pasquale RD /Nevada	311 Medical assist, assist EMS c
07/18/2016	18:02:00	752 Lindley AVE /Nevada C	320 Emergency medical service, o
07/19/2016	08:57:00	Approximately 1/4 mile up	320 Emergency medical service, o
07/20/2016	09:10:00	775 Old Tunnel RD /314/Gr	311 Medical assist, assist EMS c
07/20/2016	09:10:00	775 Old Tunnel RD /211/Gr	311 Medical assist, assist EMS c
07/20/2016	14:42:00	13130 Greenhorn RD /Grass	311 Medical assist, assist EMS c
07/20/2016	16:24:00	State Highway 20 HWY & Va	322 Motor vehicle accident with

Station 54 Incident Responses

Alarm Date Between {07/01/2016} And {07/31/2016}

Alm Date	Alm Time	Location	Incident Type
07/21/2016	10:27:00	709 Sutton WAY /Grass Val	511 Lock-out
07/21/2016	11:14:00	775 Old Tunnel RD /314/Gr	700 False alarm or false call, O
07/21/2016	12:12:00	233 BROAD ST /Nevada City	531 Smoke or odor removal
07/21/2016	12:12:00	233 BROAD ST /Nevada City	531 Smoke or odor removal
07/21/2016	13:07:00	Whispering Pines LANE & C	142 Brush or brush-and-grass mix
07/21/2016	14:10:50	Loma Rica DR & Grass Vall	324 Motor Vehicle Accident with
07/22/2016	11:42:00	Hanson way /Grass Valley,	622 No Incident found on arrival
07/22/2016	15:06:00	Omega Rest Area/Nevada Ci	611 Dispatched & cancelled en ro
07/22/2016	19:08:00	300 Jordan ST /Nevada Cit	552 Police matter
07/22/2016	21:52:00	16463 Terrapax PL /Nevada	311 Medical assist, assist EMS c
07/23/2016	07:57:00	16782 State Highway 49 HW	412 Gas leak (natural gas or LPG
07/24/2016	00:23:00	775 Old Tunnel RD /304/Gr	730 System malfunction, Other
07/24/2016	20:27:00	196 Northridge DR /Grass	321 EMS call, excluding vehicle
07/24/2016	21:22:00	12191 Boreham Mine RD /Gr	611 Dispatched & cancelled en ro
07/25/2016	10:41:00	157 Joerschke DR /L/Grass	160 Special outside fire, Other
07/26/2016	00:39:00	13274 North Bloomfield Rd	324 Motor Vehicle Accident with
07/26/2016	19:20:00	775 Old Tunnel RD /207/Gr	311 Medical assist, assist EMS c
07/28/2016	08:51:00	108 Morning Dove /Grass V	311 Medical assist, assist EMS c
07/28/2016	15:47:00	Dorsey DR & Hwy 20 /Grass	311 Medical assist, assist EMS c
07/29/2016	04:21:00	11460 Cement Hill RD /Nev	322 Motor vehicle accident with
07/29/2016	09:21:00	775 Old Tunnel RD /314/Gr	311 Medical assist, assist EMS c
07/29/2016	13:59:00	12681 Leaf LANE /Grass Va	311 Medical assist, assist EMS c
07/29/2016	16:43:00	Clark ST /Nevada City, CA	311 Medical assist, assist EMS c
07/30/2016	10:03:00	11924 Marjon DR /Nevada C	412 Gas leak (natural gas or LPG
07/30/2016	12:36:00	Gracie Road & Banner Lava	350 Extrication, rescue, Other
07/30/2016	14:10:00	775 Old Tunnel RD /310/Gr	311 Medical assist, assist EMS c
07/30/2016	19:43:00	State Highway 20 near the	352 Extrication of victim(s) fro
07/31/2016	00:08:08	302 Pleasant ST /Grass Va	111 Building fire
07/31/2016	10:51:00	522 Sutton WAY /207/Grass	745 Alarm system activation, no

Total Incident Count 78

NCC Fire

Nevada City Incident List

Alarm Date Between {07/01/2016} And {07/31/2016}

Alm Date	Alm Time	Location	Incident Type
07/01/2016	06:01:00	439 Washington ST /Nevada	321 EMS call, excluding vehicle
07/02/2016	15:27:00	542 Jordan ST /Nevada City,	743 Smoke detector activation, no
07/02/2016	17:45:00	515 Nimrod ST /Nevada City,	320 Emergency medical service, other
07/03/2016	02:47:00	332 Bridge WAY /Nevada City,	736 CO detector activation due to
07/04/2016	12:24:00	216 BROAD ST /Nevada City, CA	320 Emergency medical service, other
07/04/2016	23:33:40	230 COMMERCIAL ST /Nevada	311 Medical assist, assist EMS crew
07/06/2016	11:35:00	439 Washington ST /Nevada	311 Medical assist, assist EMS crew
07/08/2016	17:39:00	State Highway 49 HWY & Cement	322 Motor vehicle accident with
07/09/2016	20:23:00	325 SPRING ST /Nevada City,	611 Dispatched & cancelled en route
07/09/2016	22:26:00	425 Nimrod ST /Nevada City,	300 Rescue, EMS incident, other
07/10/2016	04:10:00	400 Railroad AVE /18/Nevada	554 Assist invalid
07/10/2016	12:03:33	400 RAILROAD AVE /3/Nevada	311 Medical assist, assist EMS crew
07/11/2016	15:24:10	400 RAILROAD AVE /Nevada	554 Assist invalid
07/13/2016	19:54:00	325 Spring Street /Nevada	311 Medical assist, assist EMS crew
07/14/2016	08:24:00	538 E Broad ST /Nevada City,	311 Medical assist, assist EMS crew
07/15/2016	19:25:00	400 Railroad Ave /18/Nevada	320 Emergency medical service, other
07/15/2016	21:56:00	925 MAIDU AVE /Nevada City,	320 Emergency medical service, other
07/15/2016	22:21:00	995 Helling Wy /Nevada City,	320 Emergency medical service, other
07/17/2016	04:59:00	446 Broad ST /Nevada City, CA	321 EMS call, excluding vehicle
07/17/2016	11:46:26	400 RAILROAD AVE /8/Nevada	554 Assist invalid
07/18/2016	09:33:00	752 Lindley AVE /Nevada City,	550 Public service assistance, Other
07/18/2016	18:02:00	752 Lindley AVE /Nevada City,	320 Emergency medical service, other
07/19/2016	08:57:00	Approximately 1/4 mile up	320 Emergency medical service, other
07/20/2016	13:48:00	446 Broad ST /Nevada City, CA	321 EMS call, excluding vehicle
07/20/2016	19:57:00	State Highway 49 HWY & Cement	321 EMS call, excluding vehicle
07/21/2016	12:12:00	233 BROAD ST /Nevada City, CA	531 Smoke or odor removal
07/21/2016	18:49:00	220 Nihell ST /Nevada City,	321 EMS call, excluding vehicle
07/22/2016	14:34:00	925 MAIDU AVE /Nevada City,	311 Medical assist, assist EMS crew
07/22/2016	17:01:00	547 Uren ST /Nevada City, CA	622 No Incident found on arrival at
07/22/2016	19:08:00	300 Jordan ST /Nevada City,	552 Police matter
07/23/2016	08:52:00	115 Cottage ST /Nevada City,	520 Water problem, Other
07/23/2016	21:05:00	848 Nevada ST /Nevada City,	321 EMS call, excluding vehicle
07/24/2016	02:34:00	211 BROAD ST /Nevada City, CA	311 Medical assist, assist EMS crew
07/27/2016	21:03:00	532 Coyote ST /Nevada City,	311 Medical assist, assist EMS crew
07/28/2016	16:11:00	955 Helling WAY /Nevada City,	611 Dispatched & cancelled en route
07/29/2016	16:43:00	Clark ST /Nevada City, CA	311 Medical assist, assist EMS crew
07/30/2016	20:31:00	355 Niles /Nevada City, CA	311 Medical assist, assist EMS crew
07/31/2016	05:39:00	925 MAIDU AVE /Nevada City,	311 Medical assist, assist EMS crew
07/31/2016	18:55:00	101 BROAD ST /Nevada City, CA	150 Outside rubbish fire, Other

Total Incident Count 39

NCC Fire

NEV Year-to-date Incident Participation

**Activity Date Between {07/01/2016} And
{07/31/2016}**

Staff Id/Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Percent
NEV-03 Cartzdafner, Kevin L	0	0	0	0	0	0	18	0	0	0	0	0	18	22.78
NEV-65 Chau, Michael	0	0	0	0	0	0	31	0	0	0	0	0	31	39.24
NEV-I013 Fonseca, Daniel	0	0	0	0	0	0	30	0	0	0	0	0	30	37.97
NEV-I011 Giranis, Steve	0	0	0	0	0	0	13	0	0	0	0	0	13	16.45
NEV-09 Goodspeed, Samuel J	0	0	0	0	0	0	14	0	0	0	0	0	14	17.72
NEV-40 Nunnink, Collin	0	0	0	0	0	0	25	0	0	0	0	0	25	31.64
NEV-15 Paulus, Daniel H	0	0	0	0	0	0	36	0	0	0	0	0	36	45.56
NEV-59 Radican, Robert	0	0	0	0	0	0	17	0	0	0	0	0	17	21.51
NEV-I014 Sewell, Derek	0	0	0	0	0	0	22	0	0	0	0	0	22	27.84

Total Runs by Month											
Jan	0	Feb	0	Mar	0	Apr	0	May	0	Jun	0
Jul	79	Aug	0	Sep	0	Oct	0	Nov	0	Dec	0

Grand Total Runs: 79

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City CA 95959
www.nevadacityca.gov

August 24, 2016

TITLE: Approval of Memorandum of Understanding Agreements and Side Letter Agreement with City Bargaining Units

RECOMMENDATION: Pass a Motion approving Memorandum of Understanding Agreements with Nevada City Miscellaneous Employees Association, Nevada City Management Employees, Nevada City Police Officers Supervisory Association, Nevada City Supervisory Unit, and Side Letter Agreement No. 1 with the Nevada City Police Officers Association.

CONTACT: City Manager, Mark Prestwich

BACKGROUND / DISCUSSION: The City has recently completed negotiations with its bargaining units over successor Memorandum of Understanding (MOU) agreements as well as one side letter agreement (the Nevada City Police Union MOU does not expire until June 30, 2017). The City Council adopted several core principles that guided the City's philosophy during negotiations:

- Employees should fund 100% of the employee's share of retirement costs.
- Employees should be treated equally with respect to contributing funding for their health care expenses.
- Compensation adjustments should not exceed the fiscally prudent Fiscal Year 2016-17 adopted budget which authorized the equivalent of a 2% adjustment to base salary citywide.
- Efforts should be made to address compaction issues and improve organizational equity relative to market.

The resulting proposed two-year agreements and side letters accomplish each of the City Council's stated principles:

- Most employee bargaining units will fund 100% of their employee share of retirement costs by July 1, 2017 and all will by January 1, 2018.
- All successor MOUs implement a 90% City / 10% employee cost share for dependent health care expenses so that employees do not operate under different health care cost-sharing policies.
- Compensation adjustments are estimated to cost the equivalent of a 2% cost of living adjustment citywide each year which was built into the current year budget and will be built into the Fiscal Year 2017-18 budget.

- A compensation study performed in mid-2016 helped the City identify positions that were further out of market and reduce equity and compaction issues within the organization.

It's important to note that in several instances, employee compensation adjustments are significantly offset by increased health care contributions and required cost-sharing of retirement expenses.

Bargaining representatives of the Nevada County Professional Firefighters, Local 3800 have also reached a tentative agreement with the City that is consistent with the principles outlined above. If Local 3800's ratification process results in formal approval of the tentative agreement, their proposed MOU will also be presented to the City Council for consideration.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: The City's adopted Fiscal Year 2016-17 budget included an assumption that the City could prudently fund the equivalent of a 2% cost of living adjustment for employees. The successor MOU agreements will require the City to incorporate a 2% cost of living adjustment in the FY 2017-18 budget.

ATTACHMENTS:

- A. Nevada City Miscellaneous Employees Association MOU
- B. Nevada City Management Employees MOU
- C. Nevada City Police Officers Supervisory Association MOU
- D. Nevada City Supervisory Unit MOU
- E. Nevada City Police Officers Association Side Letter Agreement No. 1

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NEVADA CITY AND THE
NEVADA CITY MISCELLANEOUS EMPLOYEES ASSOCIATION
JULY 2, 2016 THROUGH JUNE 30, 2018**

ARTICLE I - RECOGNITION:

Pursuant to the provisions of the City of Nevada City Employee - Employer Relations Resolution No. 2008-25 and the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., the City of Nevada City (hereinafter called the "City" and "Employer" interchangeably), has recognized the Nevada City Miscellaneous Employees Association (hereinafter called the "Association") as the exclusive recognized bargaining agent for the employees in the Non-exempt Employees Unit as noted in Article III for the purpose of establishing salaries, wages, hours and working conditions.

ARTICLE II - NON-DISCRIMINATION:

The City and the Association shall not discriminate against any employee because of race, color, gender, sexual orientation, age, national origin, political or religious opinions or affiliation or handicap or exercise of rights under the Meyers-Milias-Brown Act. The City and the Association agrees to re-open any provision of this agreement for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this agreement in compliance with state or federal anti-discrimination laws.

ARTICLE III - COMPENSATION PLAN:

Section 1: The salary schedule for members of this bargaining unit shall be a 5 step schedule beginning with step A and ending with step E. Step increases of 5% will be provided every 12 months on hire date anniversary after a performance evaluation is completed by the employee's supervisor with a rating of 'acceptable' or better.

Effective July 2, 2016, all salary steps shall be adjusted as follows:

Senior Accountant	2.0%
Police Records Coordinator	8.0%
Maintenance Worker I	4.0%
Maintenance Worker II	4.0%
Community Service Officer II	3.0%
Water/Wastewater II	2.0%
Water/Wastewater OIT	2.0%
Customer Service Representative	2.0%

Effective July 1, 2017, all salary steps shall be adjusted as follows:

Senior Accountant	2.0%
Police Records Coordinator	8.0%
Maintenance Worker I	4.0%

Maintenance Worker II	4.0%
Community Service Officer II	3.0%
Water/Wastewater II	2.0%
Water/Wastewater OIT	2.0%
Customer Service Representative	2.0%

Section 2: The City will provide a cellular phone stipend of \$40.00 per month to the following classifications in acknowledgement of the fact that the City requires the employees in these classifications to be generally accessible via cellular phone for the conduct of City-related business:

Police Records Coordinator
Maintenance Worker I
Maintenance Worker II
Water/Wastewater II

The employee shall provide and the City may publish the cellular phone number to designated individuals and organizations with whom the employee normally conducts City-related business. Employees receiving a cell phone stipend are responsible for securing a cellular phone and a usage plan of their choice and shall provide immediately notification to the City in the event their cellular plan is cancelled or terminated. In the event of cancellation or termination, the City reserves the right to eliminate the stipend benefit.

ARTICLE IV - WORK PERIODS:

Section 1: Because there are a variety of work shifts including, but not limited to 4/10, 5/9 5/8 plans, the daily work schedule will consist of the normal number of hours for that assigned shift. i.e., 10, 9, or 8 hours.

Section 2: Members assigned to work a 4/10 plan will be assigned four 10-hour days each week.

Section 3: All changes to work periods must be approved by the City Manager.

ARTICLE V - OVERTIME:

Section 1: All full-time employees shall be entitled to overtime at time and one-half the regular straight time pay for all hours worked in excess of eight (8) hours in a day or of forty (40) hours within the employee's regular weekly pay period. In order to be entitled to overtime, such overtime must be authorized by an immediate supervisor or Department Head, when reasonably feasible. Nothing herein is intended to limit or restrict authority of the City to require any employee to perform overtime work.

For the purposes of computing overtime, use of holidays, vacation, sick or compensatory time off during any given workweek shall not be considered time actually worked for the purposes of computing overtime.

The parties agree that an alternative work schedule (e.g. 80 hour work period, 5/9s, 4/10s, etc.) may be adopted after discussing such change with members of this bargaining unit.

The Department Head or his/her designee shall designate work schedules for employees to carry out the work herein provided. With the approval of the City Manager, the Department Head, or his/her designee, may alter this schedule from time to time when needs of the department require.

Section 2: The following time is not considered work time for the purpose of calculating overtime.

1. Time spent traveling to work and returning home in either personal or City-owned vehicles.
2. All time spent doing homework, study time, meal time, or sleep time when assigned off-duty training.
3. All time putting on or removing uniforms.
4. All time for personal preparation and clean-up.

Section 3: Emergency overtime is that time when an off duty employee is ordered to report for duty. When so ordered the travel time for the employee to get to work, not to exceed 30 minutes, shall be counted as work time. Emergency overtime is when an employee's presence at work:

1. Is deemed necessary or advisable to properly handle an emergency incident or incidents.
2. To maintain necessary staffing levels.

Section 4: For a limited number of special events from past practices, overtime shall be paid at double the base hourly rate for those designated as special events.

ARTICLE VI - REIMBURSEMENT FOR TRAVEL AND OTHER OFFICIAL EXPENSE:

Employees shall be reimbursed for such expenses as approved by the City Manager in such amounts as designated by the City Council policy regarding reimbursement of travel and other official expenses. There exists within the City a travel and other official expense reimbursement policy which is attached hereto as Exhibit 'B'.

ARTICLE VII - CLOTHING ALLOWANCE:

For certain employees in the Department of Public Works, during the term of this Memorandum, up to \$150.00 will be reimbursed to the employee each fiscal year in a boot allowance for the purchase of department approved boots.

For Public Works field and Water/Wastewater Treatment Plant employees, an initial one time amount of \$320.00 uniform allowance for their first year will be provided. This allowance is intended to provide up to five (5) safety orange work shirts, five (5) pair of moss green safety double knee pants and a safety orange sweatshirt. Employees are required to be in work uniforms and to keep them up to a presentable standard. Each fiscal year, beginning July 1, following the initial purchase, employees shall be allowed to replace uniforms up to a maximum annual cost of \$156.00 with approval of the Public Works Superintendent.

For the Police Records Coordinator and Community Service Officer II classifications, all expenses for required uniform clothing will be reimbursed by the department up to an annual amount of \$500.00.

ARTICLE VIII - RETIREMENT:

Employees covered by this Memorandum of Understanding participate in the following Public Employees' Retirement Systems and are required to make the appropriate employee contributions for their respective plans:

Tier 1 employees hired prior to February 10, 2010 covered by this agreement will participate in the Public Employees Retirement System 2.5%@55 [formula](#). Effective July 2, 2016, the City shall pay on behalf of the employee 2% of the 8% employee member contributions and the employee shall pay the remaining 6% on a pre-tax basis. Effective July 1, 2017, the employee shall pay the full employee member contribution of 8% on a pre-tax basis.

Tier 2 employees hired on or after February 10, 2010 that are considered "Classic Members" will participate in the City's Public Employees Retirement System 2%@60. Effective July 2, 2016, Tier 2 employee members shall pay the full employee member contribution of 7% on a pre-tax basis.

Tier 3 employees hired January 1, 2013 or later who are not considered "Classic Members" by CalPERS will participate in the Public Employees Retirement System 2%@62 (PEPRA Tier). The employee shall pay half of the "Total Normal Cost" on a pre-tax basis up to limits established by CalPERS.

ARTICLE IX - HOLIDAYS:

Employees shall be entitled to the following paid holidays:

- New Year's Day – January 1st
- Martin Luther King, Jr. Day – Third Monday in January
- President's Day – Third Monday in February
- Cesar Chavez Day – March 31st
- Memorial Day – Last Monday in May
- Independence Day - July 4th
- Labor Day – First Monday in September
- Columbus Day – Second Monday in November
- Veteran's Day – November 11th
- Thanksgiving Day – 4th Thursday in November
- Day following Thanksgiving Day – 4th Friday in November
- Christmas – December 25th
- Two Floating holidays

ARTICLE X – VACATION AND VACATION ACCUMULATION:

In addition to the terms and conditions contained in the City's Personnel Regulations, the following terms are agreed to between members of this unit and the City:

Proportionate with their normal payroll schedule, employees in this bargaining unit will accrue vacation leave according to the following annual rate of accumulation:

One to five years of service	two weeks
Over five years but less than fifteen years service	three weeks
Over fifteen years of service	five weeks

Employees may accrue up to 320 hours of vacation leave or two times annual accrual amount, whichever is less. No further accrual of vacation leave time may accrue without advance approval from the City Manager. Approval must be based upon a valid work or personal restriction on taking vacation leave and any approval must include a reasonable plan for reducing the leave balance.

ARTICLE XI - SICK LEAVE:

Employees shall be entitled to sick leave benefits specified in the "Sick Leave Policy" (Section 2240 of City Personnel Regulations).

ARTICLE XII - LEAVES OF ABSENCE:

Employees shall be entitled to Leaves of Absence specified in the following policies, and Federal and State laws:

- State Fair Housing and Employment Act and Pregnancy Disability Leave
- Family Care and Medical Leave (CFRA Leave) and Pregnancy Disability Leave
- Federal Family and Medical Leave Act.

ARTICLE XIII - ABSENCE POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the absence policy which provides that excused absences for family members, as provided in Labor Code Section 234, shall not be considered in evaluating or disciplining employees and that supervisors shall utilize the absence policy as suggested guidelines for evaluating and/or disciplining employees for absences, but shall assess each case on its own merit.

ARTICLE XIV - GROUNDS FOR DISCIPLINE:

Employees covered by this agreement shall be subject to the terms and conditions of the Grounds for Discipline Policy (Section 2310 of City Personnel Regulations).

ARTICLE XV - GRIEVANCE PROCEDURE:

Employees covered by this agreement shall be subject to the terms and conditions of the Grievance Procedure (Section 2320 of City Personnel Regulations).

ARTICLE XVI - PROBATIONARY PERIOD:

The Personnel System Rules provide that a notice of separation of a temporary employee be served on the separated employee before the expiration of the probationary period. The Probationary Period is one (1) year starting on the date of hire.

ARTICLE XVII - DISCIPLINARY ACTIONS:

The Personnel System Rules provide that paid administrative leave pending completion of a disciplinary investigation shall not constitute discipline.

ARTICLE XVIII - LAYOFF POLICY AND PROCEDURE:

The Personnel System Rules incorporate the layoff policy and procedure as an appendix.

ARTICLE XIX- LEAVE REGULATIONS:

The Personnel System Rules regarding leave regulations include the following important information:

1. That failure on the part of an employee absent without leave to return to duty within three scheduled work days after notice to return shall be cause for discipline up to and including termination of employment.
2. No benefits will accrue during any leave of absence without pay, but accrued benefits will not be lost except as otherwise provided (2270.30).
3. During a leave of absence without pay, the City payment of premiums for health benefits will become the responsibility of the employee (2270.40).
4. When an employee is on Family Medical Leave of Absence (FMLA), the employee's group health benefits will be maintained and paid by the City.

ARTICLE XX – STANDBY/ON CALL PAY:

The City pays on-call pay for any on-call time incurred during the weekend. The Department Head, or his/her designee, shall schedule any on call time to ensure appropriate coverage as well as safety issues. On call duty requires the employee so assigned to:

1. be ready to respond to calls for service; and
2. be reachable by telephone, radio, or pager; and
3. Refrain from activities which might impair his/her ability to perform assigned duties.

Employees assigned weekend on-call shall be compensated for three (3) hours straight time at the employee's then hourly rate for each twenty-four hour period, or any portion thereof. With the approval of the City Manager, employees may be released three hours early from their work day in lieu of receiving the three (3) hours of straight time for each twenty-four hour period, or portion thereof.

ARTICLE XXI – CALL OUT PAY:

Section 1: Call-Out: When responding to an emergency call, an employee shall be credited with a minimum of two hours at time and one half base pay plus any hours worked in excess of two hours in which the employee is continuously engaged in work for which he or she was called back. Providing brief consultation assistance over the phone is not recognized as being continuously engaged in work.

Section 2: Call-Out Water/Wastewater II Classifications: Water/Wastewater II classifications who receive a call on the on-call phone and can remotely log on to a computer or smart phone (instead of responding physically to the plant facility) to

resolve a plant issue shall be compensated for two hours at time and one half base pay. The two hours shall include up to three calls from the on-call phone without physically responding to a plant after normal work hours. However, if the employee is required to physically respond to either the water or wastewater plant, then Section 1 above will apply.

ARTICLE XXII - COMPENSATORY TIME:

Before working any overtime, an employee shall have been authorized or required to do so by his or her department head or the City Manager. In the case of a bona fide emergency, if it is not reasonably feasible to obtain such prior authorization, the employee who has worked overtime shall request such authorization on the next regular work day.

Any non-exempt employee may request of his or her department head in writing to take 1½ hours of overtime pay for each hour worked in excess of eight (8) hours in a workday or forty (40) hours in one workweek. For the purposes of computing overtime, use of holidays, vacation or compensatory time off during any given workweek shall not be considered time actually worked for the purpose for computing overtime.

Compensation - Overtime shall be compensated at 1½ times the employee's basic hourly rate of pay, or at the employee's request and with the department head's approval, Compensating Time Off (CTO) may be taken at the rate of 1½ hours off for each hour worked in lieu of overtime pay.

Accumulation and Use of CTO - No employee shall accumulate more than 40 hours of CTO. Before using CTO an employee shall have obtained the approval of the employee's department head. Upon termination, any employee with accumulated CTO shall have it paid off. Overtime shall be paid in accordance with these rules and the provision of the Fair Labor Standards Act for non-exempt employment.

ARTICLE XXIII - TUITION REIMBURSEMENT:

Bargaining unit employees who thereafter incur expenses for tuition, books and educational fees at a regionally accredited college or university shall be entitled to reimbursement up to \$500.00 per fiscal year; provided that such reimbursement shall be conditioned upon receiving a grade of "C" or above or "pass" if the class is a pass/fail. Classes must be related to the employee's current or future scope of work and have prior approval from the Department Head and City Manager.

ARTICLE XXIV - SMOKING AND TOBACCO POLICY:

Employees are prohibited from smoking or using any tobacco products in all public buildings and City-owned vehicles.

ARTICLE XXV – HEALTH, DENTAL AND VISION INSURANCE BENEFITS:

Effective August 27, 2016, the City shall pay 90% and employees with dependents shall pay 10% of all health premium costs for medical, and dental insurance. The City shall pay 100% of all health premium costs for medical, dental and vision insurance for employees

with comprehensive “employee only” health coverage (e.g. medical, dental and vision insurance). City pays employee portion of vision insurance for all employees; employees pay any dependent vision insurance premiums.

The City will continue to research alternative lesser cost plans to offer City employees to keep premium costs down.

Employees who waive City provided medical insurance with proof of other health plan coverage shall receive \$100/per pay period in lieu of the City payment of medical premiums.

ARTICLE XXVI - CITY RIGHTS:

Section 1: The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but shall not be limited to, the following rights:

- a. To manage the City generally and to determine the issues of policy;
- b. To determine the existence or non-existence of facts which are the basis of the Management decision;
- c. To determine the necessity and organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means, technology and extent of services to be provided to the public;
- e. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
- f. To determine methods of financing;
- g. To determine types of equipment or technology to be used;
- h. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operation is to be conducted;
- i. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- j. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments;
- k. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- l. To establish and modify productivity and performance programs and standards;
- m. To discharge, suspend, demote or otherwise discipline employees for proper cause;
- n. To determine job classifications and to reclassify employees; and
- o. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Agreement and applicable City Resolutions and Codes.

The City's exercise of a City right listed herein shall not be subject to the Grievance Procedure unless the Association alleges that such exercise raises an issue involving the interpretation of Personnel Rules or this Memorandum of Understanding. In that case, the grievance will be limited to the dispute over the interpretation of the Rules or the Memorandum of Understanding.

ARTICLE XXVII - EMPLOYEE RIGHTS:

The following are employee rights:

Section 1: The right of employees to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

Section 2: The right of employees to refuse to join or participate in the activities of employee organizations and to receive the negotiated benefits of the employee organization.

ARTICLE XXVIII - ASSOCIATION RESPONSIBILITY:

Section 1: If, the Nevada City Miscellaneous Employees Association, its officers, agents, representatives or members engage in any of the conduct prohibited in Article XXIX, Prohibited conduct, Section 1, the Association or its duly authorized representative shall immediately instruct in writing any persons engaging in such conduct that their conduct is in violation of this Agreement and is unlawful, and that they should immediately cease engaging in such conduct prohibited in Article XXIX, Prohibited conduct, Section 1, and return to work.

Section 2: If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Article XXIX, Prohibited conduct, Section 1.

ARTICLE XXIX - NO STRIKE--NO LOCKOUT:

PROHIBITED CONDUCT

Section 1: Officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

Section 2: The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Section 3: Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

Section 4: In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities in Article XXIX- Association Responsibility, the City may suspend any and all of the rights and privileges accorded to the Association under the terms of this agreement, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access and the use of the City's bulletin boards and facilities.

ARTICLE XXX - ENTIRE AGREEMENT:

Section 1: It is the intent of the parties hereto that the provisions of this Agreement shall be the sole source of any and all rights, which may be asserted hereunder. This Agreement is not intended to conflict with Federal or State law.

Section 2: Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

ARTICLE XXXI - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT:

Except where required by the terms of this Agreement the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Agreement, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the Agreement.

ARTICLE XXXII - EMERGENCY WAIVER PROVISION:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Agreement and any Personnel Rules and policies.

ARTICLE XXXIII - ADVERSE FINANCIAL IMPACT:

In the event that the City suffers substantial economic hardship during the term of this agreement, the parties agree to engage in a cooperative dialogue about ways to assist the City in addressing such hardship. "Substantial economic hardship," as used herein, shall include, but not be limited to, the following: a decline in overall General Fund revenues of five percent (5%); a reduction in General Fund reserves of thirty percent (30%) or more; an unbudgeted increase of ten percent (10%) or more in City expenses; or a decision by the City Council to declare a fiscal emergency. Nothing in this paragraph shall preclude or impede the City Council from exercising such additional authority as may be conferred by other provisions in this agreement or by State or Federal law.

ARTICLE XXXIV - FULL FORCE AND EFFECT

All provision of Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXXV - TERM OF AGREEMENT:

The term of this Agreement shall cover the period beginning July 2, 2016, and shall continue in full force and effect through June 30, 2018.

ARTICLE XXXVI - RATIFICATION AND EXECUTION:

The City and the Association acknowledge that this Agreement shall be in full force and effect once adopted by the City Council for the City of Nevada City. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this 24th day of August 2016.

CITY OF NEVADA CITY

**NEVADA CITY MISCELLANEOUS
EMPLOYEES ASSOCIATION**

By: _____
Mark T. Prestwich, City Manager

By: _____
William Highsmith

By: _____
Catrina Olson, Assistant City Manager

By: _____
Monica Barbao

By: _____
Bill Sander

CITY OF NEVADA CITY - 5 STEP SALARY SCHEDULE

JULY 2016

MISCELLANEOUS UNIT - EXHIBIT A

Customer Service Representative

As of 7/1/13

	A	B	C	D	E
Monthly	\$ 3,042	\$ 3,194	\$ 3,353	\$ 3,521	\$ 3,697
Hourly	\$ 17.55	\$ 18.43	\$ 19.35	\$ 20.31	\$ 21.33

Annual Range	
\$	36,504 \$ 44,364

As of 7/1/14

	A	B	C	D	E
Monthly	\$ 3,133	\$ 3,290	\$ 3,454	\$ 3,627	\$ 3,808
Hourly	\$ 18.08	\$ 18.98	\$ 19.93	\$ 20.92	\$ 21.97

Annual Range	
\$	37,599 \$ 45,695

As of 7/1/15

	A	B	C	D	E
Monthly	\$ 3,227	\$ 3,389	\$ 3,558	\$ 3,735	\$ 3,922
Hourly	\$ 18.62	\$ 19.55	\$ 20.52	\$ 21.55	\$ 22.63

Annual Range	
\$	38,727 \$ 47,066

As of 7/1/16: 2%

	A	B	C	D	E
Monthly	\$ 3,292	\$ 3,456	\$ 3,629	\$ 3,810	\$ 4,001
Hourly	\$ 18.99	\$ 19.94	\$ 20.94	\$ 21.98	\$ 23.08

Annual Range	
\$	39,502 \$ 48,007

As of 7/1/17: 2%

	A	B	C	D	E
Monthly	\$ 3,358	\$ 3,525	\$ 3,701	\$ 3,886	\$ 4,081
Hourly	\$ 19.37	\$ 20.34	\$ 21.35	\$ 22.42	\$ 23.54

Annual Range	
\$	40,292 \$ 48,967

Senior Accountant

As of 7/1/13

	A	B	C	D	E
Monthly	\$ 3,273	\$ 3,437	\$ 3,609	\$ 3,789	\$ 3,978
Hourly	\$ 18.88	\$ 19.83	\$ 20.82	\$ 21.86	\$ 22.95

Annual Range	
\$	39,276 \$ 47,736

As of 7/1/14

	A	B	C	D	E
Monthly	\$ 3,371	\$ 3,540	\$ 3,717	\$ 3,903	\$ 4,097
Hourly	\$ 19.45	\$ 20.42	\$ 21.45	\$ 22.52	\$ 23.64

Annual Range	
\$	40,454 \$ 49,168

As of 7/1/15

	A	B	C	D	E
Monthly	\$ 3,472	\$ 3,646	\$ 3,829	\$ 4,020	\$ 4,220
Hourly	\$ 20.03	\$ 21.04	\$ 22.09	\$ 23.19	\$ 24.35

Annual Range	
\$	41,668 \$ 50,643

As of 7/1/16: 2%

	A	B	C	D	E
Monthly	\$ 3,542	\$ 3,719	\$ 3,905	\$ 4,100	\$ 4,305
Hourly	\$ 20.43	\$ 21.46	\$ 22.53	\$ 23.65	\$ 24.83

Annual Range	
\$	42,501 \$ 51,656

As of 7/1/17: 2%

	A	B	C	D	E
Monthly	\$ 3,613	\$ 3,794	\$ 3,983	\$ 4,182	\$ 4,391
Hourly	\$ 20.84	\$ 21.89	\$ 22.98	\$ 24.13	\$ 25.33

Annual Range	
\$	43,351 \$ 52,689

Police Records Coordinator

As of 7/1/13

	A	B	C	D	E
Monthly	\$ 2,541	\$ 2,668	\$ 2,802	\$ 2,942	\$ 3,089
Hourly	\$ 14.66	\$ 15.39	\$ 16.16	\$ 16.97	\$ 17.82

Annual Range	
\$	30,492 \$ 37,068

As of 7/1/14

	A	B	C	D	E
Monthly	\$ 2,617	\$ 2,748	\$ 2,886	\$ 3,030	\$ 3,182
Hourly	\$ 15.10	\$ 15.85	\$ 16.65	\$ 17.48	\$ 18.36

Annual Range	
\$	31,407 \$ 38,180

As of 7/1/15

	A	B	C	D	E
Monthly	\$ 2,696	\$ 2,830	\$ 2,972	\$ 3,121	\$ 3,277
Hourly	\$ 15.55	\$ 16.33	\$ 17.15	\$ 18.01	\$ 18.91

Annual Range	
\$	32,349 \$ 39,325

As of 7/1/16: 8%

	A	B	C	D	E
Monthly	\$ 2,911	\$ 3,057	\$ 3,210	\$ 3,371	\$ 3,539
Hourly	\$ 16.80	\$ 17.64	\$ 18.52	\$ 19.45	\$ 20.42

Annual Range	
\$	34,937 \$ 42,471

As of 7/1/17: 8%

	A	B	C	D	E
Monthly	\$ 3,144	\$ 3,301	\$ 3,467	\$ 3,641	\$ 3,822
Hourly	\$ 18.14	\$ 19.05	\$ 20.00	\$ 21.00	\$ 22.05

Annual Range	
\$	37,732 \$ 45,869

Department of Public Works - Maintenance Worker I

As of 7/1/13

	A	B	C	D	E
Monthly	\$ 2,312	\$ 2,427	\$ 2,549	\$ 2,676	\$ 2,810
Hourly	\$ 13.34	\$ 14.00	\$ 14.70	\$ 15.44	\$ 16.21

Annual Range	
\$	27,744 \$ 33,720

As of 7/1/14

	A	B	C	D	E
Monthly	\$ 2,381	\$ 2,500	\$ 2,625	\$ 2,756	\$ 2,894
Hourly	\$ 13.74	\$ 14.42	\$ 15.14	\$ 15.90	\$ 16.70

Annual Range	
\$	28,576 \$ 34,732

As of 7/1/15

	A	B	C	D	E
Monthly	\$ 2,453	\$ 2,575	\$ 2,704	\$ 2,839	\$ 2,981
Hourly	\$ 14.15	\$ 14.85	\$ 15.60	\$ 16.38	\$ 17.20

Annual Range	
\$	29,434 \$ 35,774

As of 7/1/16: 4%

	A	B	C	D	E
Monthly	\$ 2,551	\$ 2,678	\$ 2,812	\$ 2,953	\$ 3,100
Hourly	\$ 14.72	\$ 15.45	\$ 16.22	\$ 17.03	\$ 17.89

Annual Range	
\$	30,611 \$ 37,204

As of 7/1/17: 4%

	A	B	C	D	E
Monthly	\$ 2,653	\$ 2,785	\$ 2,924	\$ 3,071	\$ 3,224
Hourly	\$ 15.31	\$ 16.07	\$ 16.87	\$ 17.72	\$ 18.60

Annual Range	
\$	31,835 \$ 38,693

Department of Public Works - Maintenance Worker II

As of 7/1/13

	A	B	C	D	E
Monthly	\$ 2,812	\$ 2,953	\$ 3,100	\$ 3,255	\$ 3,418
Hourly	\$ 16.22	\$ 17.03	\$ 17.89	\$ 18.78	\$ 19.72

Annual Range	
\$	33,744 \$ 41,016

As of 7/1/14

	A	B	C	D	E
Monthly	\$ 2,896	\$ 3,041	\$ 3,193	\$ 3,353	\$ 3,521
Hourly	\$ 16.71	\$ 17.54	\$ 18.42	\$ 19.34	\$ 20.31

Annual Range	
\$	34,756 \$ 42,246

As of 7/1/15

	A	B	C	D	E
Monthly	\$ 2,983	\$ 3,132	\$ 3,289	\$ 3,453	\$ 3,626
Hourly	\$ 17.21	\$ 18.07	\$ 18.98	\$ 19.92	\$ 20.92

Annual Range	
\$	35,799 \$ 43,514

As of 7/1/16: 4%

	A	B	C	D	E
Monthly	\$ 3,103	\$ 3,258	\$ 3,421	\$ 3,591	\$ 3,771
Hourly	\$ 17.90	\$ 18.79	\$ 19.74	\$ 20.72	\$ 21.76

Annual Range	
\$	37,231 \$ 45,254

As of 7/1/17: 4%

	A	B	C	D	E
Monthly	\$ 3,227	\$ 3,388	\$ 3,558	\$ 3,735	\$ 3,922
Hourly	\$ 18.62	\$ 19.55	\$ 20.52	\$ 21.55	\$ 22.63

Annual Range	
\$	38,720 \$ 47,065

Wastewater Plant Operator Grade II

As of 7/1/13

	A	B	C	D	E
Monthly	\$ 4,093	\$ 4,298	\$ 4,512	\$ 4,738	\$ 4,975
Hourly	\$ 23.61	\$ 24.80	\$ 26.03	\$ 27.34	\$ 28.70

Annual Range	
\$	49,116 \$ 59,700

As of 7/1/14

	A	B	C	D	E
Monthly	\$ 4,216	\$ 4,427	\$ 4,647	\$ 4,881	\$ 5,124
Hourly	\$ 24.32	\$ 25.54	\$ 26.81	\$ 28.16	\$ 29.56

Annual Range	
\$	50,589 \$ 61,491

As of 7/1/15

	A	B	C	D	E
Monthly	\$ 4,342	\$ 4,560	\$ 4,787	\$ 5,027	\$ 5,278
Hourly	\$ 25.05	\$ 26.31	\$ 27.62	\$ 29.00	\$ 30.45

Annual Range	
\$	52,107 \$ 63,336

As of 7/1/16: 2%

	A	B	C	D	E
Monthly	\$ 4,429	\$ 4,651	\$ 4,883	\$ 5,128	\$ 5,384
Hourly	\$ 25.55	\$ 26.83	\$ 28.17	\$ 29.58	\$ 31.06

Annual Range	
\$	53,149 \$ 64,602

As of 7/1/17: 2%

	A	B	C	D	E
Monthly	\$ 4,518	\$ 4,744	\$ 4,980	\$ 5,230	\$ 5,491
Hourly	\$ 26.06	\$ 27.37	\$ 28.73	\$ 30.17	\$ 31.68

Annual Range	
\$	54,212 \$ 65,894



City of Nevada City Travel and Meeting Reimbursement Policy

I. Purpose

The City has adopted this policy to control the cost of travel, training, and meetings and to fairly reimburse individuals for actual and necessary expenses.

II. Policy

This policy applies to the City Council, City Staff, and members of any other Board or Commission created by act of the City Council. City Council, City Staff and any other Board or Commission members are expected to use good judgment in the use of City funds while on official business and to always seek to be thrifty in order to minimize the total cost to the taxpayer.

III. General

1. Travel and reimbursement is limited to situations in which the City receives a clear benefit from the attendance of a representative. City funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized City business. The following types of occurrences qualify for reimbursement expenses incurred in connection with the activities and generally constitute authorized expenses, as long as the other requirements of this policy are met:
 - a. Communicating with representatives of regional, state, local, and national government on City-adopted policy positions;
 - b. Attending authorized educational seminars designed to improve skill and information levels;
 - c. Participating in regional, state, local, and national organizations whose activities affect the City's interests;
 - d. Attending city events and local meetings; and
 - e. Promoting and representing Nevada City in official presentations or attendance in events by the Mayor or his/her designee.
2. Upon request the City will advance money and reimburse claims for reasonable expenses incurred while traveling or performing other City business within the guidelines of this policy. Examples of personal expenses that the City will not reimburse include, but are not limited to:
 - a. The personal portion of any trip;
 - b. Political or charitable contributions or events;

Exhibit B

- c. Family expenses, including partner's expenses when accompanying officials or employee on agency-related business, as well as children or pet-related expenses;
- d. Entertainment expenses, including alcohol, theater, movies (either in-room or at the theater), sporting events (including gym, massage, and/or golf related expenses), or other cultural events;
- e. Certain personal automobile expenses, including repairs, traffic citations, or insurance; and,
- f. Personal losses incurred while on City business.

Such personal expenses shall not be charged on City charge cards. Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

IV. Review/Approvals

1. All travel and meetings anticipated to cost over \$150 or requiring an overnight stay must be approved 30-90 days in advance by the employee's Department Director, City Manager, or Assistant City Manager. To accomplish this, the employee will prepare and initial the City's Travel and Meeting Authorization form. The approving authority will sign, date, and return this form to the employee for subsequent inclusion with reimbursement request.
2. The basic authorization for all employee travel is the approved operating budget for the current fiscal year. The approving authority who authorizes the trip, through travel advances and/or expense claims, will verify availability of funds in the budget. While it is recognized that travel and meeting plans/destinations may change during the year, the total travel budget may not be exceeded without prior approval from the City Manager or Assistant City Manager for a budget adjustment.
3. Regardless of whether funding is available in a department budget trips, conferences, seminars, and the like, not outlined in the budget, must be pre-approved by the Department Director, City Manager, or Assistant City Manager.

V. Advances/Payment Amounts

1. Payments – The preferred method of payment for registration, transportation, and lodging expenses is through the warrant request process. A City of Nevada City credit card, or an employee's personal card, may be used with the consent of the Department Director, City Manager, or Assistant City Manager.
2. Transportation – The method of travel (air, train, personal auto, or city auto) should be selected on the basis of the least total cost to the City. This

Exhibit B

determination should take into account any employee wages paid during travel or consideration of a Councilmember's time.

3. Air Travel – The lowest fare available a minimum of two weeks before the event should be utilized, unless a shorter time frame is required. Airfare may be charged to a City credit card or a personal credit card. In all cases, copies of the ticket or ticket-less voucher depicting the cost must be attached to the Expense Reimbursement Form. Only coach class will be reimbursed, consistent with C.2 above. Upgrades in class will be at the employee's expense.
4. Ground Transportation – Courtesy shuttle service, buses, and taxis should be used between airports and meeting locations. Car rentals should only be used in special situations, where the aforementioned services are not practical, and will require pre-approval from the Department Director, City Manager, or Assistant City Manager.
5. Lodging – Council members, officials, and employees will always seek to stay at the hotel hosting the event or where the sponsor recommends a preferred or discounted hotel. For other events, or where this is not possible, please ask your representative for government rates and inquire into having the Transient Occupancy Tax (TOT) waived. Many cities will do this as a courtesy for other local agencies, and the savings for larger groups can be significant.
6. Meals – The costs for meals while traveling are reimbursable since the City does not provide a per diem. In addition, meals necessary for a budget authorized one-day conference, workshop, or professional association meeting are eligible for reimbursement when the conference hours fall within standard meal times.

For determining advances and reimbursements, meals are reimbursable up to a maximum of \$53 per day. Snacks and non-business-related expenses are not reimbursable. In general, the maximum range per meal should be \$25 for dinner, \$16 for lunch, and \$12 for breakfast, with a \$53/day maximum. Officials and employees are responsible for meal costs when a detailed receipt is not provided and for meal amounts in excess of \$53 per day. Meal cost includes the restaurant charge plus tip. As a guide, tips should be 15% of the pretax amount.

The City reserves the right to further restrict meal or miscellaneous reimbursements including but not limited to the following examples:

- For conferences where a meal (e.g. Continental breakfast or lunch with a speaker) and the cost of a meal is included as part of the registration fee, the City will not reimburse an employee for the same meal.

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- Further, City Council members, officials, and employees will not be reimbursed for purchasing meals for third parties; other than the City Manager or his/her designee for business-related purposes only.
 - No reimbursement will be made for the purchase of alcoholic beverages. If you purchase an alcoholic beverage with your meal you just deduct the cost of the beverage, including tax and tip, from your request for reimbursement.
7. Business related expenses – Reasonable miscellaneous business-related expenses are reimbursable according to business circumstances.
 8. Telephone/Fax/Cellular/Internet – Reimbursement may be authorized for actual and necessary telephone, fax, and short-term Internet expenses incurred on City business when not otherwise covered under a pre-existing plan or service arrangement. Telephone or other bills should identify which services were used on City business. To the extent possible anyone traveling for City business should make every effort to use Internet access provided by the conference rather than paying daily access charges.
 9. Advances – Advances for miscellaneous, business-related expenses (i.e., cabs, tips, and other transportation) are available up to \$50 per day, with a \$250 maximum per event. The City will reimburse eligible expenses above the \$50 advance limit.

Unused advanced funds will be returned to the Finance & Administration Department along with a copy of the Expense Reimbursement Form within seven (7) business days of the employee's return to work.

VI. Reimbursement Request

1. Expenses, and accounting for advances, are to be submitted for approval and reimbursement within seven (7) days of completion of the business trip. These materials will be review and approved by the Department Director before submission to the Finance and Administration Department.
2. Receipts are to be attached to the Expense Reimbursement form for each expenditure. The City will deny reimbursement unless accompanied by a proper receipt. Each receipt must have the pre-printed name of the business, the date of the expenditure, and cost per item. For example, perforated tabs torn from the bottom of the restaurant bills are not acceptable by themselves. The Councilmember, official, or employee should request that the restaurant provide a printed receipt as well. A detailed receipt for credit card meals is mandatory.

Exhibit B

3. Petty cash may not be used for travel expense reimbursements unless the reimbursement is only for local mileage and is under \$50.
4. Individuals electing to drive to any meeting or event shall receive the IRS standard mileage reimbursement rate, up to \$.55 or the cost of the lowest airfare and ground transportation.
5. The method for calculating reimbursable mileage, the round trip commute to work and back home shall be subtracted from the total mileage driven each day to calculate reimbursable miles. This applies to travel for all City business, including meetings, training, and serving on interview panels on behalf of the City. When possible it is preferred that anyone traveling uses the City vehicle that is available for commuting for City business.
6. Employees electing to use credit cards (personal or City) for trip expenses must produce detailed receipts of the kind mentioned above for their purchases.
7. Business-related telephone charges will be reimbursed for employees who are not provided a phone allowance.
8. The Finance & Administration will receive and review all documentation prior to the issuance of a warrant for reimbursement.

VII. Compliance with Laws

Recipients of reimbursement should keep in mind that some expenditures may be subject to reporting under the Political Reform Act for Lobbyists. All documents related to reimbursable agency expenditures are public records subject to disclosure under the California Public Records Act.

VIII. Violation of this Policy

Misuse of public resources or falsifying expense reports in violation of this policy may result in any or all of the following 1) loss of reimbursement privileges, 2) a demand for restitution to the City, 3) the City reporting the expenses as income to state and federal tax authorities, 4) civil penalties up to \$1,000 per day and three times the value of the resources used, and 5) prosecution for misuse of public resources.

This policy satisfies the requirements of Government Code sections 53232.2 and 53232.3.

**MEMORANDUM OF UNDERSTANDING
CITY OF NEVADA CITY
MANAGEMENT EMPLOYEES**

July 2, 2016 through June 30, 2018

This Memorandum of Understanding applies to the following management employees:

- Assistant City Manager
- Planning Manager
- Fire Chief

COMPENSATION:

The salary schedule for employees of this unit shall be a five step salary schedule which is attached hereto as Exhibit 'A'. Compensation adjustments shall be made to the classifications as follows:

	Effective July 2, 2016	Effective July 1, 2017
Assistant City Manager	4.0%	4.0%
Fire Chief	6.0%	4.0%
City Planner	4.0%	2.0%

REIMBURSEMENT FOR TRAVEL AND OTHER OFFICIAL EXPENSE:

Employees shall be reimbursed for such expenses as approved by the City Manager in such amounts as designated by the City Council policy regarding reimbursement of travel and other official expenses. The City policy is attached hereto as Exhibit 'B'.

RETIREMENT:

Employees covered by this Memorandum of Understanding participate in the following Public Employees' Retirement Systems and are required to make the appropriate employee contributions for their respective plans.

- Tier 1 safety employees hired prior to February 10, 2010 covered by this agreement will participate in the Public Employees Retirement System (PERS) 3% @ 50 formula. Effective July 2, 2016, the City shall pay on behalf of the employee 2% of the 9% employee member contributions and the employee shall pay the remaining 7% on a pre-tax basis. Effective July 1, 2017, the employee shall pay the full employee member contribution of 9% on a pre-tax basis.
- Tier 1 non-safety employees hired prior to February 10, 2010 covered by this agreement will participate in the Public Employees Retirement System (PERS)

2.5% @ 55 formula. Effective July 2, 2016, the City shall pay on behalf of the employee 2% of the 8% employee member contributions and the employee shall pay the remaining 6% on a pre-tax basis. Effective July 1, 2017, the employee shall pay the full employee member contribution of 8% on a pre-tax basis.

- Tier 2 non-safety employees hired on or after February 10, 2010 that are considered “Classic Members” will participate in the City’s Public Employees Retirement System 2%@60 formula. Effective July 2, 2016, Tier 2 non-safety employee members shall pay the full employee member contribution of 7% on a pre-tax basis.
- Tier 3 safety hired after January 1, 2013 or later who are not considered “Classic Members” by CalPERS will participate in either the Public Employees Retirement System 2%@57 formula (safety) or 2%@62 (non-safety) formulas. Tier 3 employees shall pay half of the “Total Normal Cost” on a pre-tax basis up to limits established by CalPERS.

CELLULAR PHONE STIPEND:

The City will provide a cellular phone stipend of \$40 per month to the Fire Chief in acknowledgement of the fact that the City requires the Fire Chief to be generally accessible via cellular phone for the conduct of City-related business. The Fire Chief shall provide and the City may publish the cellular phone number to designated individuals and organizations with whom the employee normally conducts City-related business. Employees receiving a cell phone stipend are responsible for securing a cellular phone and a usage plan of their choice and shall provide immediate notification to the City in the event their cellular plan is cancelled or terminated. In the event of cancellation or termination, the City reserves the right to eliminate the stipend benefit.

VEHICLE RETENTION/USAGE:

The Fire Chief is authorized overnight home retention of a City-provided vehicle for public safety purposes.

HOLIDAYS:

Management Employees shall be entitled to the following paid holidays:

- New Year’s Day – January 1st
- Martin Luther King, Jr. Day – Third Monday in January
- President’s Day – Third Monday in February
- Cesar Chavez Day – March 31st
- Memorial Day – Last Monday in May
- Independence Day - July 4th
- Labor Day – First Monday in September
- Columbus Day – Second Monday in October
- Veteran’s Day – November 11th
- Thanksgiving Day – 4th Thursday in November
- Day following Thanksgiving Day – 4th Friday in November
- Christmas – December 25th
- Two Floating holidays

VACATION AND VACATION ACCUMULATION:

In addition to the terms and conditions contained in the City’s Personnel Regulations, the following terms are agreed to between members of this unit and the City:

Employees may accrue up to 320 hours of vacation leave or two times annual accrual amount, whichever is less. No further accrual of vacation leave time may accrue without advance approval from the City Manager. Approval must be based upon a valid work or personal restriction on taking vacation leave and any approval must include a reasonable plan for reducing the leave balance.

SICK LEAVE:

Employees shall be entitled to sick leave benefits specified in the "Sick Leave Policy" (Section 2240 of City Personnel Regulations).

LEAVES OF ABSENCE:

Employees shall be entitled to Leaves of Absence specified in the following policies, and Federal and State laws:

- Family & Medical Leave – California Family Rights Act
- State Fair Housing and Employment Act and Pregnancy Disability Leave
- Federal Family and Medical Leave Act

ABSENCE POLICY:

Employees covered by this agreement shall be subject to the terms and conditions of the absence policy (Section 2260 of City Personnel Regulations) which provides that excused absences for family members, as provided in Labor Code Section 234, shall not be considered in evaluating or disciplining employees and that supervisors shall utilize the absence policy as suggested guidelines for evaluating and/or disciplining employees for absences, but shall assess each case on its own merit.

GROUND FOR DISCIPLINE:

Employees covered by this agreement shall be subject to the terms and conditions of the Grounds for Discipline Policy (Section 2310 of City Personnel Regulations).

GRIEVANCE PROCEDURE:

Employees covered by this agreement shall be subject to the terms and conditions of the Grievance Procedure (Section 2320 of City Personnel Regulations).

PROBATIONARY PERIOD (2080):

Before employing a person as a full-time or part-time regular employee, the City shall employ that person as a probationary employee for a period of at least twelve (12) months. The City Manager may extend the probation period beyond twelve (12) months. Any extension of the probationary period shall also extend the probationary status of the employee.

The probationary period is a step in the City's hiring process. It allows the probationary employee and the City an opportunity to determine if this is the right job for this person and the right person for the job. The City will use the probationary period to continue its assessment of an applicant for regular employment.

At any time during the probationary period, the probationary employee or the City may terminate the employment relationship without cause and without recourse to the Grievance Procedure set forth in Section 2320 of this Personnel Policy Guide.

If interrupted by an authorized leave or absence, the probation period will be extended accordingly.

DISCIPLINARY ACTIONS (2310):

In addition to the Personnel Regulations Policy, paid administrative leave pending completion of a disciplinary investigation shall not constitute discipline.

LEAVE REGULATIONS:

The City Personnel Policy regarding leave regulations include the following important information:

1. That failure on the part of an employee absent without leave to return to duty within twenty four (24) hours after notice to return shall be cause for discipline up to and including termination of employment.
2. No benefits will accrue during any leave of absence without pay, but accrued benefits will not be lost except as otherwise provided (2270.30).
3. During a leave of absence without pay, the City payment of premiums for health benefits will become the responsibility of the employee (2270.40).
4. Except when an employee is on Family Medical Leave Absence (FMLA), an employee's group health benefits will be maintained and paid by the City (2270.40).

ADMINISTRATIVE LEAVE:

Effective the first pay period in July each year all employees covered by this Memorandum of Understanding shall receive 80 hours of administrative leave for use during the current fiscal year. Administrative leave shall be in addition to accrued vacation leave and other leaves provided by the City. Administrative leave shall be subject to the same rules for usage and accounting as vacation leave except as provided below.

Administrative Leave may be requested and scheduled, subject to approval of the City Manager. Administrative Leave may not be accrued, accumulated or carried over from year to year. Any unused Administrative Leave remaining at the end of a fiscal year shall be forfeited.

TUITION REIMBURSEMENT:

Effective the first pay period that begins after July 1, 2008, Management employees who thereafter incur expenses for tuition, books and educational fees at a regionally accredited college or university shall be entitled to reimbursement up to \$500 per fiscal year; provided that such reimbursement shall be conditioned upon receiving a grade of "C" or above or "pass" if the class is a pass/fail. Content of classes taken, with expected reimbursement, must be relevant to job responsibilities.

HEALTH, DENTAL AND VISION INSURANCE BENEFITS:

Effective August 27, 2016, the City shall pay 90% and employees with dependents shall pay 10% of all health premium costs for medical, and dental insurance. The City shall pay 100% of all health premium costs for medical, dental and vision insurance for employees with comprehensive "employee only" health coverage (e.g. medical, dental and vision insurance).

City pays employee portion of vision insurance for all employees; employees pay any dependent vision insurance premiums.

The City will continue to research alternative lesser cost plans to offer the City employees to keep premium costs down.

Employees who waive City provided medical insurance with proof of other health plan coverage shall receive \$100/per pay period in lieu of the City payment of medical premiums.

CITY RIGHTS:

Section 1: The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but shall not be limited to, the following rights:

- a. To manage the City generally and to determine the issues of policy;
- b. To determine the existence or non-existence of facts which are the basis of the Management decision;
- c. To determine the necessity and organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means, technology and extent of services to be provided to the public;
- e. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
- f. To determine methods of financing;
- g. To determine types of equipment or technology to be used;
- h. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operation is to be conducted;
- i. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- j. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments;
- k. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- l. To establish and modify productivity and performance programs and standards;
- m. To discharge, suspend, demote or otherwise discipline employees for proper cause;
- n. To determine job classifications and to reclassify employees; and
- o. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Agreement and applicable City Resolutions and Codes.

The City's exercise of a City right listed herein shall not be subject to the Grievance Procedure unless it is alleged that such exercise raises an issue involving the interpretation of Personnel Rules or this Memorandum of Understanding. In that case, the grievance will be limited to the dispute over the interpretation of the Rules or the Memorandum of Understanding.

ENTIRE AGREEMENT:

Section 1: It is the intent of the parties hereto that the provisions of this Agreement shall be the sole source of any and all rights, which may be asserted hereunder. This Agreement is not intended to conflict with Federal or State law.

Section 2: Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT:

Except where required by the terms of this Agreement the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Agreement, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the Agreement.

EMERGENCY WAIVER PROVISION:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Unit shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and policies.

ADVERSE FINANCIAL IMPACT:

In the event that the City suffers substantial economic hardship during the term of this agreement, the parties agree to engage in a cooperative dialogue about ways to assist the City in addressing such hardship. "Substantial economic hardship," as used herein, shall include, but not be limited to, the following: a decline in overall General Fund revenues of five percent (5%); a reduction in General Fund reserves of thirty percent (30%) or more; an unbudgeted increase of ten percent (10%) or more in City expenses; or a decision by the City Council to declare a fiscal emergency. Nothing in this paragraph shall preclude or impede the City Council from exercising such additional authority as may be conferred by other provisions in this agreement or by State or Federal law.

FULL FORCE AND EFFECT:

All provision of Agreement shall remain in full force and effect for the duration of this Agreement.

TERM OF AGREEMENT:

The term of this Agreement shall cover the period beginning July 2, 2016, and shall continue in full force and effect through June 30, 2018.

RATIFICATION AND EXECUTION:

The City and the Nevada City Management Employees acknowledge that this Memorandum of Understanding shall be in full force and effect once adopted by the City Council for the City of Nevada City. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Nevada City Management Employees and entered into this 24th day of August 2016.

CITY OF NEVADA CITY

**NEVADA CITY
MANAGEMENT EMPLOYEES**

Mark T. Prestwich
City Manager

Sam Goodspeed

Amy Wolfson

Catrina Olson

CITY OF NEVADA CITY - 5 STEP SALARY SCHEDULE

JULY 2016

MANAGEMENT UNIT - EXHIBIT A

Assistant City Manager

As of 7/1/13

	A	B	C	D	E
Monthly	\$ 6,374	\$ 6,693	\$ 7,028	\$ 7,379	\$ 7,748
Hourly	\$ 36.77	\$ 38.61	\$ 40.55	\$ 42.57	\$ 44.70

Annual Range	
\$ 76,488	\$ 92,976

As of 7/1/14

	A	B	C	D	E
Monthly	\$ 6,565	\$ 6,894	\$ 7,239	\$ 7,600	\$ 7,980
Hourly	\$ 37.88	\$ 39.77	\$ 41.76	\$ 43.85	\$ 46.04

Annual Range	
\$ 78,783	\$ 95,765

As of 7/1/15

	A	B	C	D	E
Monthly	\$ 6,762	\$ 7,101	\$ 7,456	\$ 7,828	\$ 8,220
Hourly	\$ 39.01	\$ 40.97	\$ 43.02	\$ 45.16	\$ 47.42

Annual Range	
\$ 81,146	\$ 98,638

As of 7/1/16: 4%

	A	B	C	D	E
Monthly	\$ 7,033	\$ 7,385	\$ 7,754	\$ 8,142	\$ 8,549
Hourly	\$ 40.57	\$ 42.60	\$ 44.74	\$ 46.97	\$ 49.32

Annual Range	
\$ 84,392	\$ 102,584

As of 7/1/17: 4%

	A	B	C	D	E
Monthly	\$ 7,314	\$ 7,680	\$ 8,064	\$ 8,467	\$ 8,891
Hourly	\$ 42.20	\$ 44.31	\$ 46.53	\$ 48.85	\$ 51.29

Annual Range	
\$ 87,768	\$ 106,687

City Planner

As of 7/1/13

	A	B	C	D	E
Monthly	\$ 5,059	\$ 5,312	\$ 5,578	\$ 5,857	\$ 6,150
Hourly	\$ 29.19	\$ 30.65	\$ 32.18	\$ 33.79	\$ 35.48

Annual Range	
\$ 60,708	\$ 73,800

As of 7/1/14

	A	B	C	D	E
Monthly	\$ 5,211	\$ 5,471	\$ 5,745	\$ 6,033	\$ 6,335
Hourly	\$ 30.06	\$ 31.57	\$ 33.15	\$ 34.80	\$ 36.55

Annual Range	
\$ 62,529	\$ 76,014

As of 7/1/15

	A	B	C	D	E
Monthly	\$ 5,367	\$ 5,636	\$ 5,918	\$ 6,214	\$ 6,525
Hourly	\$ 30.96	\$ 32.51	\$ 34.14	\$ 35.85	\$ 37.64

Annual Range	
\$ 64,405	\$ 78,294

As of 7/1/16: 4%

	A	B	C	D	E
Monthly	\$ 5,582	\$ 5,861	\$ 6,154	\$ 6,462	\$ 6,786
Hourly	\$ 32.20	\$ 33.81	\$ 35.51	\$ 37.28	\$ 39.15

Annual Range	
\$ 66,981	\$ 81,426

As of 7/1/17: 2%

	A	B	C	D	E
Monthly	\$ 5,693	\$ 5,978	\$ 6,277	\$ 6,591	\$ 6,921
Hourly	\$ 32.85	\$ 34.49	\$ 36.22	\$ 38.03	\$ 39.93

Annual Range	
\$ 68,321	\$ 83,055

Fire Chief

As of 7/1/13

	A	B	C	D	E
Monthly	\$ 5,999	\$ 6,299	\$ 6,614	\$ 6,944	\$ 7,291
Hourly	\$ 34.61	\$ 36.34	\$ 38.16	\$ 40.06	\$ 42.06

Annual Range	
\$ 71,988	\$ 87,492

As of 7/1/14

	A	B	C	D	E
Monthly	\$ 6,179	\$ 6,488	\$ 6,812	\$ 7,152	\$ 7,510
Hourly	\$ 35.65	\$ 37.43	\$ 39.30	\$ 41.26	\$ 43.33

Annual Range	
\$ 74,148	\$ 90,117

As of 7/1/15

	A	B	C	D	E
Monthly	\$ 6,364	\$ 6,683	\$ 7,017	\$ 7,367	\$ 7,735
Hourly	\$ 36.72	\$ 38.55	\$ 40.48	\$ 42.50	\$ 44.63

Annual Range	
\$ 76,372	\$ 92,820

As of 7/1/16: 6%

	A	B	C	D	E
Monthly	\$ 6,555	\$ 6,883	\$ 7,227	\$ 7,588	\$ 7,967
Hourly	\$ 37.82	\$ 39.71	\$ 41.70	\$ 43.78	\$ 45.96

Annual Range	
\$ 78,663	\$ 95,605

As of 7/1/17: 4%

	A	B	C	D	E
Monthly	\$ 6,752	\$ 7,090	\$ 7,444	\$ 7,816	\$ 8,206
Hourly	\$ 38.95	\$ 40.90	\$ 42.95	\$ 45.09	\$ 47.34

Annual Range	
\$ 81,023	\$ 98,473



City of Nevada City Travel and Meeting Reimbursement Policy

I. Purpose

The City has adopted this policy to control the cost of travel, training, and meetings and to fairly reimburse individuals for actual and necessary expenses.

II. Policy

This policy applies to the City Council, City Staff, and members of any other Board or Commission created by act of the City Council. City Council, City Staff and any other Board or Commission members are expected to use good judgment in the use of City funds while on official business and to always seek to be thrifty in order to minimize the total cost to the taxpayer.

III. General

1. Travel and reimbursement is limited to situations in which the City receives a clear benefit from the attendance of a representative. City funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized City business. The following types of occurrences qualify for reimbursement expenses incurred in connection with the activities and generally constitute authorized expenses, as long as the other requirements of this policy are met:
 - a. Communicating with representatives of regional, state, local, and national government on City-adopted policy positions;
 - b. Attending authorized educational seminars designed to improve skill and information levels;
 - c. Participating in regional, state, local, and national organizations whose activities affect the City's interests;
 - d. Attending city events and local meetings; and
 - e. Promoting and representing Nevada City in official presentations or attendance in events by the Mayor or his/her designee.
2. Upon request the City will advance money and reimburse claims for reasonable expenses incurred while traveling or performing other City business within the guidelines of this policy. Examples of personal expenses that the City will not reimburse include, but are not limited to:
 - a. The personal portion of any trip;
 - b. Political or charitable contributions or events;

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- c. Family expenses, including partner's expenses when accompanying officials or employee on agency-related business, as well as children or pet-related expenses;
- d. Entertainment expenses, including alcohol, theater, movies (either in-room or at the theater), sporting events (including gym, massage, and/or golf related expenses), or other cultural events;
- e. Certain personal automobile expenses, including repairs, traffic citations, or insurance; and,
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Such personal expenses shall not be charged on City charge cards. Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

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1. All travel and meetings anticipated to cost over \$150 or requiring an overnight stay must be approved 30-90 days in advance by the employee's Department Director, City Manager, or Assistant City Manager. To accomplish this, the employee will prepare and initial the City's Travel and Meeting Authorization form. The approving authority will sign, date, and return this form to the employee for subsequent inclusion with reimbursement request.
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1. Payments – The preferred method of payment for registration, transportation, and lodging expenses is through the warrant request process. A City of Nevada City credit card, or an employee's personal card, may be used with the consent of the Department Director, City Manager, or Assistant City Manager.
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Exhibit B

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3. Air Travel – The lowest fare available a minimum of two weeks before the event should be utilized, unless a shorter time frame is required. Airfare may be charged to a City credit card or a personal credit card. In all cases, copies of the ticket or ticket-less voucher depicting the cost must be attached to the Expense Reimbursement Form. Only coach class will be reimbursed, consistent with C.2 above. Upgrades in class will be at the employee's expense.
4. Ground Transportation – Courtesy shuttle service, buses, and taxis should be used between airports and meeting locations. Car rentals should only be used in special situations, where the aforementioned services are not practical, and will require pre-approval from the Department Director, City Manager, or Assistant City Manager.
5. Lodging – Council members, officials, and employees will always seek to stay at the hotel hosting the event or where the sponsor recommends a preferred or discounted hotel. For other events, or where this is not possible, please ask your representative for government rates and inquire into having the Transient Occupancy Tax (TOT) waived. Many cities will do this as a courtesy for other local agencies, and the savings for larger groups can be significant.
6. Meals – The costs for meals while traveling are reimbursable since the City does not provide a per diem. In addition, meals necessary for a budget authorized one-day conference, workshop, or professional association meeting are eligible for reimbursement when the conference hours fall within standard meal times.

For determining advances and reimbursements, meals are reimbursable up to a maximum of \$53 per day. Snacks and non-business-related expenses are not reimbursable. In general, the maximum range per meal should be \$25 for dinner, \$16 for lunch, and \$12 for breakfast, with a \$53/day maximum. Officials and employees are responsible for meal costs when a detailed receipt is not provided and for meal amounts in excess of \$53 per day. Meal cost includes the restaurant charge plus tip. As a guide, tips should be 15% of the pretax amount.

The City reserves the right to further restrict meal or miscellaneous reimbursements including but not limited to the following examples:

- For conferences where a meal (e.g. Continental breakfast or lunch with a speaker) and the cost of a meal is included as part of the registration fee, the City will not reimburse an employee for the same meal.

Exhibit B

- Further, City Council members, officials, and employees will not be reimbursed for purchasing meals for third parties; other than the City Manager or his/her designee for business-related purposes only.
 - No reimbursement will be made for the purchase of alcoholic beverages. If you purchase an alcoholic beverage with your meal you just deduct the cost of the beverage, including tax and tip, from your request for reimbursement.
7. Business related expenses – Reasonable miscellaneous business-related expenses are reimbursable according to business circumstances.
 8. Telephone/Fax/Cellular/Internet – Reimbursement may be authorized for actual and necessary telephone, fax, and short-term Internet expenses incurred on City business when not otherwise covered under a pre-existing plan or service arrangement. Telephone or other bills should identify which services were used on City business. To the extent possible anyone traveling for City business should make every effort to use Internet access provided by the conference rather than paying daily access charges.
 9. Advances – Advances for miscellaneous, business-related expenses (i.e., cabs, tips, and other transportation) are available up to \$50 per day, with a \$250 maximum per event. The City will reimburse eligible expenses above the \$50 advance limit.

Unused advanced funds will be returned to the Finance & Administration Department along with a copy of the Expense Reimbursement Form within seven (7) business days of the employee's return to work.

VI. Reimbursement Request

1. Expenses, and accounting for advances, are to be submitted for approval and reimbursement within seven (7) days of completion of the business trip. These materials will be review and approved by the Department Director before submission to the Finance and Administration Department.
2. Receipts are to be attached to the Expense Reimbursement form for each expenditure. The City will deny reimbursement unless accompanied by a proper receipt. Each receipt must have the pre-printed name of the business, the date of the expenditure, and cost per item. For example, perforated tabs torn from the bottom of the restaurant bills are not acceptable by themselves. The Councilmember, official, or employee should request that the restaurant provide a printed receipt as well. A detailed receipt for credit card meals is mandatory.

Exhibit B

3. Petty cash may not be used for travel expense reimbursements unless the reimbursement is only for local mileage and is under \$50.
4. Individuals electing to drive to any meeting or event shall receive the IRS standard mileage reimbursement rate, up to \$.55 or the cost of the lowest airfare and ground transportation.
5. The method for calculating reimbursable mileage, the round trip commute to work and back home shall be subtracted from the total mileage driven each day to calculate reimbursable miles. This applies to travel for all City business, including meetings, training, and serving on interview panels on behalf of the City. When possible it is preferred that anyone traveling uses the City vehicle that is available for commuting for City business.
6. Employees electing to use credit cards (personal or City) for trip expenses must produce detailed receipts of the kind mentioned above for their purchases.
7. Business-related telephone charges will be reimbursed for employees who are not provided a phone allowance.
8. The Finance & Administration will receive and review all documentation prior to the issuance of a warrant for reimbursement.

VII. Compliance with Laws

Recipients of reimbursement should keep in mind that some expenditures may be subject to reporting under the Political Reform Act for Lobbyists. All documents related to reimbursable agency expenditures are public records subject to disclosure under the California Public Records Act.

VIII. Violation of this Policy

Misuse of public resources or falsifying expense reports in violation of this policy may result in any or all of the following 1) loss of reimbursement privileges, 2) a demand for restitution to the City, 3) the City reporting the expenses as income to state and federal tax authorities, 4) civil penalties up to \$1,000 per day and three times the value of the resources used, and 5) prosecution for misuse of public resources.

This policy satisfies the requirements of Government Code sections 53232.2 and 53232.3.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF NEVADA CITY
AND THE
NEVADA CITY POLICE SUPERVISOR'S ASSOCIATION**

July 2, 2016 through June 30, 2018

ARTICLE I - RECOGNITION:

Pursuant to the provisions of the City of Nevada City Employee - Employer Relations Resolution No. 2008-25 and the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., the City of Nevada City (hereinafter called the "City" and "Employer" interchangeably), has recognized the Nevada City Police Supervisor's Association (hereinafter called the "Association") as the exclusive recognized bargaining agent for the employees in the non-exempt Sworn Supervisor Employees Unit for the purpose of establishing salaries, wages, hours and working conditions.

ARTICLE II - NON-DISCRIMINATION:

The City shall not discriminate against any employee because of race, color, gender, sexual orientation, age, national origin, political or religious opinions or affiliation or handicap or exercise of rights under the Meyers-Milias-Brown Act. The City and the Association agree to re-open any provision of this agreement for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this agreement in compliance with state or federal anti-discrimination laws.

ARTICLE III - COMPENSATION PLAN:

The salary schedule for employees of this unit shall be a five step salary schedule (step A – E) which is attached hereto as Attachment 'A'. All salary steps shall be adjusted as follows

Effective July 2, 2016	4.5%
Effective December 24, 2016	3.0%
Effective July 1, 2017	4.0%
Effective December 23, 2017	3.0%

ARTICLE IV - WORK PERIODS:

The daily work schedule will consist of the normal number of hours for that shift as assigned by the Police Chief or their designee Sworn employees are assigned work shifts inclusive of a 60 minute meal break. As sworn employees are considered to have already

been compensated for their breaks, and if they are unable to take their breaks they shall not receive any additional compensation.

Sworn members assigned to a 5/8 plan will be assigned 80 hours every pay period during the designated 14 day work period.

Sworn members assigned to work a 3/12 plan will be assigned 80 hours every pay period. One week of the pay period will consist of three 12-hour shifts and one week will consist of three 12-hour shifts and one 8-hour shift.

Sworn members assigned to work a 4/10 plan will be assigned four 10-hour days each week and eight 10 hour days in a two week work period.

The City designates a 14 day work period for sworn personnel for the purpose of overtime under the Fair Labor Standards Act.

ARTICLE V - OVERTIME:

All full-time employees shall be entitled to overtime at time and one-half the regular straight time pay for all hours worked in excess of eighty (80) hours within the employee's regular two week pay period. In order to be entitled to overtime, such overtime must be authorized by an immediate supervisor and/or Police Chief, when reasonably feasible. Nothing herein is intended to limit or restrict authority of the City to require any employee to perform overtime work.

For the purposes of computing overtime at time and one half, use of holidays, vacation or compensatory time off during any given workweek shall be considered time actually worked. Sick leave time off shall not be considered time actually worked for the purposes of computing overtime.

Hours worked when called in on a day off, or called back to work after leaving the job subject to a two (2) hour minimum.

The Police Chief, or his/her designee, shall designate work schedules for employees to carry out the work herein provided. The Police Chief, or his/her designee, may alter this schedule from time to time when needs of the department require.

When an employee is required to appear in court as a result of their employment with the City on his/her day off, said employee shall be entitled to overtime. The minimum overtime to which said employee is entitled shall be three (3) hours at time and one half when the court appearance occurs.

If placed on call-back status by the court for the morning session, the employee shall receive two hours of standby pay at straight time if no court appearance is made during the morning session. If the call-back status is then continued into the afternoon, the employee shall receive an additional two hours of standby pay at straight time if no court appearance is made during the afternoon session.

When an employee is required to appear in court as a result of their employment with the City on his/her day off, and the court appearance is canceled after 6:00 p.m. the day prior to the scheduled court proceeding, he/she shall receive two (2) hours pay at their time and one half rate.

The following time is not considered work time for the purpose of calculating overtime.

1. Time spent traveling to work and returning home in either personal or City-owned vehicles.
2. All time spent doing homework, study time, meal time, or sleep time when assigned off-duty training.
3. All time putting on or removing uniforms.
4. All time for personal preparation and clean-up.

Emergency overtime is that time when an off duty employee is ordered to report for duty. When so ordered the travel time for the employee to get to work, not to exceed 30 minutes, shall be counted as work time. Emergency overtime is when an employee's presence at work:

1. Is deemed necessary or advisable to properly handle an emergency incident or incidents.
2. To maintain necessary staffing levels.

ARTICLE VI - REIMBURSEMENT FOR TRAVEL AND OTHER OFFICIAL EXPENSE:

Employees shall be reimbursed for such expenses as approved by the City Manager in such amounts as designated by the City Council policy regarding reimbursement of travel and other official expenses. The City policy is attached hereto as Attachment 'B'.

ARTICLE VII - RETIREMENT:

Employees covered by this Memorandum of Understanding participate in the following Public Employees' Retirement Systems and are required to make the appropriate employee contributions for their respective plans.

- Tier 1 employees hired prior to February 10, 2010 covered by this agreement will participate in the Public Employees Retirement System (PERS) 3% @ 50 formula. Effective July 2, 2016, the City shall pay on behalf of the employee 2% of the 9% employee member contributions and the employee shall pay the remaining 7% on a pre-tax basis. Effective July 1, 2017, the employee shall pay the full employee member contribution of 9% on a pre-tax basis.
- Tier 2 employees hired on or after February 10, 2010 that are considered "Classic Members" will participate in the City's Public Employees Retirement System 2%@55 formula. Effective July 2, 2016, Tier 2 employee members shall pay the full employee member contribution of 8% on a pre-tax basis.
- Tier 3 employees hired after January 1, 2013 or later who are not considered "Classic Members" by CalPERS will participate in the Public Employees Retirement System 2%@57 formula. The employee shall pay half of the "Total Normal Cost" on a pre-tax basis up to limits established by CalPERS.

The City has amended its contract with PERS to include section 20965 Credit for unused sick leave.

Except as otherwise limited by the California Public Employees' Pension Reform Act, the City's contract with PERS includes section 20042 One Final Year Compensation (Highest).

ARTICLE VIII - HOLIDAYS:

Employees shall be compensated for the 14 paid Holidays as follows:
Police officers will be paid 56 hours in the month of December in lieu of taking holidays. In addition, Police Officers will receive 56 hours added to vacation balance on the first of January each year in lieu of taking holidays.

This formula is based on eight (8) hours per holiday totaling 112 hours annually.

ARTICLE IX – VACATION AND VACATION ACCUMULATION:

Proportionate with their normal payroll schedule, employees in this bargaining unit will accrue vacation leave according to the following annual rate of accumulation:

One to five years of service	two weeks
Over five years but less than fifteen years service	three weeks
Over fifteen years of service	five weeks

Employees may accrue up to two times their vacation accrual rate or 320 hours of vacation time whichever is less. No additional vacation time may be accrued after an employee reaches the 320 hour limit without pre authorized approval from the City Manager.

ARTICLE X - SICK LEAVE:

Employees shall be entitled to sick leave benefits and subject to the policies specified in the "Sick Leave Policy" contained in the City Personnel Resolution 2008-51.

ARTICLE XI - LEAVES OF ABSENCE:

Employees shall be entitled to Leaves of Absence specified in the following policies, Federal and State laws:

- Family & Medical Leave – California Family Rights Act
- Family Care and Medical Leave (CFRA Leave) and Pregnancy Disability Leave
- Federal Family and Medical Leave Act

As stipulated in Sections 2270.30 and 2270.40 of the City Personnel Resolution 2008-51, except when on Family Medical Leave, no leave benefits will accrue during any leave of absence without pay and city payment of premiums for all health plan benefits will end. Employees may continue coverage by making the premium payments on their behalf.

ARTICLE XII - ABSENCE POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the absence policy which provides that excused absences for family members, as provided in Labor Code Section 234, shall not be considered in evaluating or disciplining employees and that supervisors shall utilize the absence policy as suggested guidelines

for evaluating and/or disciplining employees for absences, but shall assess each case on its own merit.

ARTICLE XIII - ALCOHOL AND DRUG ABUSE POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the Alcohol and Drug Abuse Policy.

ARTICLE XIV - FITNESS FOR DUTY POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the Fitness for Duty Policy.

ARTICLE XV - SECONDARY EMPLOYMENT POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the Secondary Employment Policy.

ARTICLE XVI - UNIFORMS:

Employees are provided uniforms at the time of employment consisting of the following: Two (2) Uniform Shirt (Long Sleeve), Two (2) Uniform Shirt (Short Sleeve), Two (2) Uniform Pants, One (1) Jump Suit – All Weather, and One (1) Jacket.

The City will provide an allowance of \$1,000 annually (usually near the end of June) for the replacement and upkeep of uniforms.

In addition, all safety equipment, to include, but not limited to: one (1) ballistic vest, one (1) set of leather or nylon gear and one (1) authorized duty handgun, shall be issued to each employee and will be replaced as needed and maintained by the department.

ARTICLE XVII - GRIEVANCE PROCEDURE:

Employees covered by this agreement shall be subject to the terms and conditions of the Grievance Procedure.

ARTICLE XVIII - PROBATIONARY PERIOD:

The City Personnel Resolution provides that a notice of separation of a temporary employee be served on the separated employee before the expiration of the probationary period. The Probationary Period is one (1) year starting on the date of hire.

ARTICLE XIX - LEAVE REGULATIONS:

The Personnel System Rules regarding leave regulations follow:

1. That failure on the part of an employee absent without leave to return to duty within twenty four (24) hours after notice to return shall be cause for discipline.
2. To provide for the accumulation of vacation credits in hours per month.
3. To allow employees to use up to one half of their annual accrual of sick leave per year for family leave as provided by Labor Code Section 223.

4. To provide for a more specific definition of family member relative to bereavement leave. For bereavement leave purposes family member shall be defined as spouse, child, parent, sibling, grandparent, grandchild, or any relative living in the same permanent residence as the employee.

ARTICLE XX - COMPENSATORY TIME:

The Personnel System Rules incorporate the compensatory time policy and procedures for allowance for compensatory time credits. Before working any overtime, an employee shall have been authorized or required to do so by his or her department head or the City Manager. In the case of a bona fide emergency, if it is not reasonably feasible to obtain such prior authorization, the employee who has worked overtime shall request such authorization on the next regular work day.

ARTICLE XXI – SHIFT DIFFERENTIAL:

Only employees who are regularly scheduled through the rotational shift assignment to work a pay period where the majority of the hours fall between 6:00 p.m. and 6:00 a.m., shall be paid an additional 5% above base pay for the entire pay period.

In the event an employee is re-assigned out of the 6:00 p.m. to 6:00 a.m. schedule, another employee may be assigned and entitled to the above differential.

ARTICLE XXI I- EDUCATIONAL INCENTIVE PAY

Employees who possess an Associate of Arts (AA) Degree shall receive an additional 2.5% above their base pay.

OR

Employees who possess Bachelor's (BA or BS) Degree from a regionally accredited college or university shall receive 5% above their base pay.

The maximum total incentive pay for educational achievement shall not exceed 5.0%.

ARTICLE XXIII – POST CERTIFICATES

Employees who possess an Intermediate Post Certificate shall receive an additional 5% above their base pay.

Employees who possess an Advanced and/or Supervisory Post Certificate shall receive 10% above their base pay.

The maximum incentive pay for POST Certificates shall not exceed 10% of base pay.

ARTICLE XXIV - TUITION REIMBURSEMENT:

Expenses for tuition, books and educational fees at a regionally accredited college or university for classes directly related to the employee's scope of work shall be reimbursed up to \$500 per fiscal year; provided that such reimbursement must have been preapproved by the Department Head and City Manager and shall be conditioned upon receiving a grade of "C" or above or "pass" if the class is a pass/fail and proof of payment by the employee is provided to the City.

ARTICLE XXV - SMOKING AND TOBACCO POLICY:

Employees are prohibited from smoking or using any tobacco products in all public buildings and City-owned vehicles.

ARTICLE XXVI – MEDICAL, DENTAL AND VISION INSURANCE BENEFITS:

Effective August 27, 2016, the City shall pay 90% and employees with dependents shall pay 10% of all health premium costs for medical, dental, and vision insurance. The City shall pay 100% of all health premium costs for medical, dental and vision insurance for employees with comprehensive “employee only” health coverage (e.g. medical, dental and vision insurance).

The City will continue to research alternative lesser cost plans to offer the City employees to keep premium costs down.

Employees who waive City provided medical insurance with proof of other health plan coverage shall receive \$100/ per pay period in lieu of the City payment of medical premiums.

City reserves the right to amend, suspend or change medical insurance contracts at any time for any reason, but shall meet and confer with EMPLOYEES prior to doing so. Dependents are as defined under the coverage of the medical insurance policy.

ARTICLE XXVII - CITY RIGHTS:

Section 1: The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, are specifically listed in Section 2030.10 of the Personnel Policy Resolution number 2008-51.

ARTICLE XXVIII - EMPLOYEE RIGHTS:

The following are employee rights:

The right of employees to form join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

The right of employees to refuse to join or participate in the activities of employee organizations and to receive the negotiated benefits of the employee organization.

ARTICLE XXIX - ASSOCIATION RESPONSIBILITY:

If the Nevada City Police Officers’ Association, its officers, agents, representatives or members engage in any of the conduct prohibited in Article XXIX, “Prohibited Conduct”, Section 1, the Association or its duly authorized representative shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement

and is unlawful, and that they should immediately cease engaging in such conduct prohibited in Article XXIX, "Prohibited Conduct", Section 1, and return to work.

If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Article XXIX, "Prohibited Conduct", Section 1.

ARTICLE XXX- NO STRIKE--NO LOCKOUT:

PROHIBITED CONDUCT

Section 1: Officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

Section 2: The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Section 3: Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

Section 4: In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities in Article XXIX, Association Responsibility, the City may suspend any and all of the rights and privileges accorded to the Association under the terms of this agreement, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access and the use of the City's bulletin boards and facilities.

ARTICLE XXXI - ENTIRE AGREEMENT:

It is the intent of the parties hereto that the provisions of this Agreement and the policies and regulations contained within the most current City Personnel Resolution shall be the sole source of any and all rights, which may be asserted hereunder. This Agreement is not intended to conflict with Federal or State law.

Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

ARTICLE XXXII - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT:

Except where required by the terms of this Agreement the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Agreement, and irrespective of whether or not such matters were discussed or were even within the contemplation of the

parties. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the Agreement.

ARTICLE XXXIII - EMERGENCY WAIVER PROVISION:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Agreement and any Personnel Rules and policies.

ARTICLE XXXIV - FULL FORCE AND EFFECT

All provisions of Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XLV - TERM OF AGREEMENT:

The term of this Agreement shall cover the period beginning July 2, 2016, and shall continue in full force and effect through June 30, 2018.

ARTICLE XLVI - RATIFICATION AND EXECUTION:

The City and the Association acknowledge that this Agreement shall be in full force and effect once adopted by the City Council for the City of Nevada City. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this 10th day of August, 2016.

CITY OF NEVADA CITY

**NEVADA CITY POLICE
SUPERVISOR'S ASSOCIATION**

By: _____
Mark T. Prestwich, City Manager

By: _____
Sergeant W. Paul Rohde

By: _____
Catrina Olson, Assistant City Manager

By: _____
Sergeant Chad Ellis

**CITY OF NEVADA CITY - 5 STEP SALARY SCHEDULE
JULY 2016
NEVADA CITY POLICE SUPERVISOR'S ASSOCIATION- EXHIBIT A**

As of 7/1/13

Police Sergeant		A	B	C	D	E	Annual Range	
	Monthly	\$ 4,189	\$ 4,399	\$ 4,618	\$ 4,849	\$ 5,092	\$ 50,268	\$ 61,104
	Hourly	\$ 24.17	\$ 25.38	\$ 26.64	\$ 27.98	\$ 29.38		

As of 7/1/14

	A	B	C	D	E	Annual Range	
Monthly	\$ 4,315	\$ 4,531	\$ 4,757	\$ 4,994	\$ 5,245	\$ 51,776	\$ 62,937
Hourly	\$ 24.89	\$ 26.14	\$ 27.44	\$ 28.81	\$ 30.26		

As of 7/1/15

	A	B	C	D	E	Annual Range	
Monthly	\$ 4,444	\$ 4,667	\$ 4,899	\$ 5,144	\$ 5,402	\$ 53,329	\$ 64,825
Hourly	\$ 25.64	\$ 26.92	\$ 28.26	\$ 29.68	\$ 31.17		

As of 7/1/16: 4.5%

	A	B	C	D	E	Annual Range	
Monthly	\$ 4,644	\$ 4,877	\$ 5,120	\$ 5,376	\$ 5,645	\$ 55,729	\$ 67,742
Hourly	\$ 26.79	\$ 28.14	\$ 29.54	\$ 31.01	\$ 32.57		

As of 1/1/17: 3%

	A	B	C	D	E	Annual Range	
Monthly	\$ 4,783	\$ 5,023	\$ 5,273	\$ 5,537	\$ 5,815	\$ 57,401	\$ 69,775
Hourly	\$ 27.60	\$ 28.98	\$ 30.42	\$ 31.94	\$ 33.55		

As of 7/1/17: 4%

	A	B	C	D	E	Annual Range	
Monthly	\$ 4,975	\$ 5,224	\$ 5,484	\$ 5,759	\$ 6,047	\$ 59,697	\$ 72,566
Hourly	\$ 28.70	\$ 30.14	\$ 31.64	\$ 33.22	\$ 34.89		

As of 1/1/18: 3%

	A	B	C	D	E	Annual Range	
Monthly	\$ 5,124	\$ 5,381	\$ 5,649	\$ 5,931	\$ 6,229	\$ 61,488	\$ 74,743
Hourly	\$ 29.56	\$ 31.04	\$ 32.59	\$ 34.22	\$ 35.93		

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF NEVADA CITY
AND THE
NEVADA CITY SUPERVISORY UNIT
July 2, 2016 through June 30, 2018**

ARTICLE I - RECOGNITION:

Pursuant to the provisions of the City of Nevada City Employee - Employer Relations Resolution No. 2008-25 and the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., the City of Nevada City (hereinafter called the "City" and "Employer" interchangeably), has recognized the Nevada City Supervisory Unit consisting of Supervisory employees in Public Works (DPW), Wastewater Treatment Plant (WWTP), Water Treatment Plant (WTP) Administration Department (AD) and Park & Recreation (P&R) (hereinafter called the "Unit") as the exclusive recognized bargaining agent for the employees in the exempt Employees Unit for the purpose of establishing salaries, wages, hours and working conditions.

ARTICLE II - NON-DISCRIMINATION:

The City and the Unit shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliation or handicap or exercise of rights under the Meyers-Milias-Brown Act. The City and the Unit agrees to re-open any provision of this agreement for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this agreement in compliance with state or federal anti-discrimination laws.

ARTICLE III - COMPENSATION PLAN:

The salary schedule for members of this bargaining unit shall be a five step schedule beginning with step A and ending with step E. Effective July 2, 2016, all salary steps shall be adjusted as follows:

Administrative Supervisor	4.0%
Parks & Recreation Supervisor	8.0%
Wastewater Superintendent	4.0%
Public Works Superintendent	4.0%

Effective July 1, 2017, all salary steps shall be adjusted as follows:

Administrative Supervisor	4.0%
Parks & Recreation Supervisor	8.0%
Wastewater Superintendent	4.0%
Public Works Superintendent	4.0%

The salary schedule for employees of this unit is based on a five step salary schedule which is attached hereto as Exhibit 'A' and incorporates the above stated adjustments.

ARTICLE IV – MISCELLANEOUS ALLOWANCES:

Section 1: For those employees in the Supervisory Unit (DPW, WTP, WWTP) who are required to perform maintenance and operation duties in and around public infrastructure facilities, the City will provide a boot allowance of up to \$150.00 each fiscal year.

Section 2: The City will provide a cellular phone stipend of \$40.00 per month to the following employees in acknowledgement of the fact that the City requires the employee to be generally accessible via cellular phone for the conduct of City-related business:

- Public Works Superintendent
- Parks & Recreation Supervisor
- Water/Wastewater Superintendent

The employee shall provide and the City may publish the cellular phone number to designated individuals and organizations with whom the employee normally conducts City-related business. Employees receiving a cell phone stipend are responsible for securing a cellular phone and a usage plan of their choice and shall provide immediately notification to the City in the event their cellular plan is cancelled or terminated. In the event of cancellation or termination, the City reserves the right to eliminate the stipend benefit.

ARTICLE V- TRANSPORTATION:

The City Manager may authorize overnight home retention of City-provided vehicles for public safety assignments, on-call assignments, or other special or emergency response purposes. Employees are individually responsible for associated state and federal tax reporting requirements associated with use of City-provided vehicles.

ARTICLE VI - WORK WEEK:

The official workweek for employees shall be forty (40) hours and shall begin on each Saturday and end on the following Friday. The City reserves the right to modify the work period for members of this unit (e.g. 80 hour work period, 5/9s, 4/10s, etc.) which may be adopted after discussing such change with members of this bargaining unit.

ARTICLE VII - OVERTIME:

Pursuant to the Fair Labor Standards Act, the City has determined that all employees, positions and classifications in the Supervisory Unit are exempt from the overtime provisions of the Fair Labor Standards Act. As such, Supervisory employees shall not be eligible for paid overtime.

ARTICLE VIII - REIMBURSEMENT FOR TRAVEL AND OTHER OFFICIAL EXPENSE:

Employees shall be reimbursed for such expenses as approved by the City Manager in such amounts as designated by the City Council policy regarding reimbursement of travel

and other official expenses. There exists within the City a travel and other official expense reimbursement policy which is attached to this MOU as Exhibit 'B'

ARTICLE IX - RETIREMENT:

Section 1: Employees covered by this Memorandum of Understanding shall pay the following employee contributions for their respective retirement plans:

CalPERS Plan	<u>Tier One</u>	<u>PEPRA</u>	<u>Tier Two</u>
	2.5% @ 55	2% @ 62 (PEPRA)	2% @ 60
Employee Contribution			
7/2/2016	6%	½ total plan cost	7%
7/1/2017	8%	½ total plan cost	7%

Tier 1 PERS retirement plan is for employees hired prior to February 10, 2010.

Tier 2 PERS retirement plan is for employees hired on after February 10, 2010 that are considered "Classic Members."

Tier 3 or PEPRA employees are those hired on or after January 1, 2013 who are not considered "Classic Members" by CalPERS.

ARTICLE X - HOLIDAYS:

Employees shall be entitled to the following paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day following Thanksgiving Day
- Christmas
- Two Floating Holidays (in lieu of Lincoln's Birthday and Admissions Day)

ARTICLE XI – VACATION AND VACATION ACCUMULATION:

In addition to the terms and conditions contained in the City's Personnel Regulations, the following terms are agreed to between members of this unit and the City:

Employees may accrue up to 320 hours of vacation leave or two times annual accrual amount, whichever is less. No further accrual of vacation leave time may occur without advance approval from the City Manager. Approval must be based upon a valid work or

personal restriction on taking vacation leave and any approval must include a reasonable plan for reducing the leave balance.

ARTICLE XII - SICK LEAVE:

Employees shall be entitled to sick leave benefits specified in the "Sick Leave Policy" (Section 2240 of City Personnel Regulations).

ARTICLE XIII - LEAVES OF ABSENCE:

Employees shall be entitled to Leaves of Absence specified in the following policies, Federal and State laws:

Family & Medical Leave – California Family Rights Act
State Fair Housing and Employment Act and Pregnancy Disability Leave
Federal Family and Medical Leave Act

ARTICLE XIV - ABSENCE POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the absence policy which provides that excused absences for family members, as provided in Labor Code Section 234, shall not be considered in evaluating or disciplining employees and that supervisors shall utilize the absence policy as suggested guidelines for evaluating and/or disciplining employees for absences, but shall assess each case on its own merit.

ARTICLE XV - GROUNDS FOR DISCIPLINE

Employees covered by this agreement shall be subject to the terms and conditions of the Grounds for Discipline Policy (Section 2310 of City Personnel Regulations).

ARTICLE XVI - GRIEVANCE PROCEDURE:

Employees covered by this agreement shall be subject to the terms and conditions of the Grievance Procedure (Section 2320 of City Personnel Regulations).

ARTICLE XVII - PROBATIONARY PERIOD:

The Personnel System Rules provide that a notice of separation of a temporary employee be served on the separated employee before the expiration of the probationary period. The Probationary Period is one (1) year starting on the date of hire.

ARTICLE XVIII - DISCIPLINARY ACTIONS:

The Personnel System Rules provide that paid administrative leave pending completion of a disciplinary investigation shall not constitute discipline.

ARTICLE XIX - LAYOFF POLICY AND PROCEDURE:

The Personnel System Rules incorporate the layoff policy and procedure as an appendix.

ARTICLE XX- LEAVE REGULATIONS:

The City Personnel Policy regarding leave regulations include the following important information:

1. That failure on the part of an employee absent without leave to return to duty within twenty four (24) hours after notice to return shall be cause for discipline up to and including termination of employment.
2. No benefits will accrue during any leave of absence without pay, but accrued benefits will not be lost except as otherwise provided (2270.30).
3. During a leave of absence without pay, the City payment of premiums for health benefits will become the responsibility of the employee (2270.40).
4. Except when an employee is on Family Medical Leave Absence (FMLA), an employee's group health benefits will be maintained and paid by the City (2270.40).

ARTICLE XXI – ADMINISTRATIVE LEAVE:

Effective the first pay period in January each year, each full-time Supervisory employee, with twelve (12) months of continuous service during the preceding calendar year, will receive eighty (80) hours of Administrative Leave for use during the current calendar year. For employees hired during the preceding calendar year, the amount of hours shall be pro-rated based on the month of hire. Administrative Leave may be requested and scheduled, subject to approval of the Department Head. Administrative Leave may not be accrued, accumulated or carried over from year to year. Any unused Administrative Leave remaining at the end of a calendar year shall be forfeited.

ARTICLE XXII - TUITION REIMBURSEMENT:

Supervisory employees who incur expenses for tuition, books and educational fees at a regionally accredited college or university shall be entitled to reimbursement up to \$500 per fiscal year; provided that such reimbursement shall be conditioned upon receiving a grade of "C" or above or "pass" if the class is a pass/fail. Content of classes taken, with expected reimbursement, must be relevant to job responsibilities.

ARTICLE XXIII - SMOKING AND TOBACCO POLICY:

Employees are prohibited from smoking or using any tobacco products in all public buildings and City-owned vehicles.

ARTICLE XXIV – HEALTH, DENTAL AND VISION INSURANCE BENEFITS:

Effective August 27, 2016, the City shall pay 90% and employees with dependents shall pay 10% of all health premium costs for medical, and dental insurance. The City shall pay 100% of all health premium costs for medical, dental and vision insurance for employees with comprehensive "employee only" health coverage (e.g. medical, dental and vision insurance). City pays employee portion of vision insurance for all employees; employees pay any dependent vision insurance premiums.

The City will continue to research alternative lesser cost plans to offer City employees to keep premium costs down.

Employees who waive City provided medical insurance with proof of other health plan coverage shall receive \$100/per pay period in lieu of the City payment of medical premiums

ARTICLE XXV - CITY RIGHTS:

Section 1: The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but shall not be limited to, the following rights:

- a. To manage the City generally and to determine the issues of policy;
- b. To determine the existence or non-existence of facts which are the basis of the Management decision;
- c. To determine the necessity and organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means, technology and extent of services to be provided to the public;
- e. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
- f. To determine methods of financing;
- g. To determine types of equipment or technology to be used;
- h. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operation is to be conducted;
- i. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- j. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments;
- k. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- l. To establish and modify productivity and performance programs and standards;
- m. To discharge, suspend, demote or otherwise discipline employees for proper cause;
- n. To determine job classifications and to reclassify employees; and
- o. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Agreement and applicable City Resolutions and Codes.

The City's exercise of a City right listed herein shall not be subject to the Grievance Procedure unless the Unit alleges that such exercise raises an issue involving the interpretation of Personnel Rules or this Memorandum of Understanding. In that case, the grievance will be limited to the dispute over the interpretation of the Rules or the Memorandum of Understanding.

ARTICLE XXVI - EMPLOYEE RIGHTS:

The following are employee rights:

Section 1: The right of employees to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

Section 2: The right of employees to refuse to join or participate in the activities of employee organizations and to receive the negotiated benefits of the employee organization.

ARTICLE XXVII - UNIT RESPONSIBILITY:

Section 1: If, the Nevada City Supervisory Unit, its officers, agents, representatives or members engage in any of the conduct prohibited in Article XXVIII, Prohibited conduct, Section 1, the Nevada City Supervisory Unit or its duly authorized representative shall immediately instruct in writing any persons engaging in such conduct that their conduct is in violation of this Agreement and is unlawful, and that they should immediately cease engaging in such conduct prohibited in Article XXVIII, Prohibited conduct, Section 1, and return to work.

Section 2: If the Nevada City Supervisory Unit performs all of the responsibilities set forth in Section 1 above, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Article XXVIII, Prohibited conduct, Section 1.

ARTICLE XXVIII - NO STRIKE--NO LOCKOUT:

PROHIBITED CONDUCT

Section 1: Officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

Section 2: The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Section 3: Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

Section 4: In addition to any other lawful remedies or disciplinary actions available to the City, if the Nevada City Supervisory Unit fails, in good faith, to perform all responsibilities in Article XXVII, Unit Responsibility, the City may suspend any and all of the rights and privileges accorded to the Unit under the terms of this agreement, including, but not limited to, suspension of recognition of the Unit, grievance procedures, right of access and the use of the City's bulletin boards and facilities.

ARTICLE XXIX - ENTIRE AGREEMENT:

Section 1: It is the intent of the parties hereto that the provisions of this Agreement shall be the sole source of any and all rights, which may be asserted hereunder. This Agreement is not intended to conflict with Federal or State law.

Section 2: Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

ARTICLE XXX - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT:

Except where required by the terms of this Agreement the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Agreement, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the Agreement.

ARTICLE XXXI - EMERGENCY WAIVER PROVISION:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Unit shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Agreement and any Personnel Rules and policies.

ARTICLE XXXII - ADVERSE FINANCIAL IMPACT:

In the event that the City suffers substantial economic hardship during the term of this agreement, the parties agree to engage in a cooperative dialogue about ways to assist the City in addressing such hardship. "Substantial economic hardship," as used herein, shall include, but not be limited to, the following: a decline in overall General Fund revenues of five percent (5%); a reduction in General Fund reserves of thirty percent (30%) or more; an unbudgeted increase of ten percent (10%) or more in City expenses; or a decision by the City Council to declare a fiscal emergency. Nothing in this paragraph shall preclude or impede the City Council from exercising such additional authority as may be conferred by other provisions in this agreement or by State or Federal law.

ARTICLE XXXIII - FULL FORCE AND EFFECT

All provision of Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXXIV - TERM OF AGREEMENT:

The term of this Agreement shall cover the period beginning July 2, 2016, and shall continue in full force and effect through June 30, 2018.

ARTICLE XXXV - RATIFICATION AND EXECUTION:

The City and the Nevada City Supervisory Unit acknowledge that this Agreement shall be in full force and effect once adopted by the City Council for the City of Nevada City. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Nevada City Supervisory Unit and entered into this 24th day of August 2016.

CITY OF NEVADA CITY

NEVADA CITY SUPERVISORY UNIT

By: _____
Mark T. Prestwich, City Manager

By: _____
Chris Schack

By: _____
Catrina Olson, Assistant City Manager

By: _____
Dawn Zydonis

**CITY OF NEVADA CITY - 5 STEP SALARY SCHEDULE
JULY 2016
SUPERVISORY UNIT - EXHIBIT A**

Administrative Supervisor

<i>As of 7/1/13</i>						Annual Range	
	A	B	C	D	E		
Monthly	\$ 3,845	\$ 4,037	\$ 4,239	\$ 4,451	\$ 4,674	\$	\$ 46,140 \$ 56,083
Hourly	\$ 22.18	\$ 23.29	\$ 24.46	\$ 25.68	\$ 26.96		
<i>As of 7/1/14</i>						Annual Range	
Monthly	\$ 3,960	\$ 4,158	\$ 4,366	\$ 4,585	\$ 4,814	\$	\$ 47,524 \$ 57,766
Hourly	\$ 22.85	\$ 23.99	\$ 25.19	\$ 26.45	\$ 27.77		
<i>As of 7/1/15</i>						Annual Range	
Monthly	\$ 4,079	\$ 4,283	\$ 4,497	\$ 4,722	\$ 4,958	\$	\$ 48,950 \$ 59,499
Hourly	\$ 23.53	\$ 24.71	\$ 25.95	\$ 27.24	\$ 28.61		
<i>As of 7/1/16: 4%</i>						Annual Range	
Monthly	\$ 4,242	\$ 4,454	\$ 4,677	\$ 4,911	\$ 5,157	\$	\$ 50,908 \$ 61,879
Hourly	\$ 24.47	\$ 25.70	\$ 26.98	\$ 28.33	\$ 29.75		
<i>As of 7/1/17: 4%</i>						Annual Range	
Monthly	\$ 4,412	\$ 4,632	\$ 4,864	\$ 5,107	\$ 5,363	\$	\$ 52,944 \$ 64,354
Hourly	\$ 25.45	\$ 26.73	\$ 28.06	\$ 29.47	\$ 30.94		

Parks & Recreation Supervisor

<i>As of 7/1/13</i>						Annual Range	
	A	B	C	D	E		
Monthly	\$ 3,138	\$ 3,295	\$ 3,460	\$ 3,633	\$ 3,814	\$	\$ 37,656 \$ 45,773
Hourly	\$ 18.10	\$ 19.01	\$ 19.96	\$ 20.96	\$ 22.01		
<i>As of 7/1/14</i>						Annual Range	
Monthly	\$ 3,232	\$ 3,394	\$ 3,564	\$ 3,742	\$ 3,929	\$	\$ 38,786 \$ 47,146
Hourly	\$ 18.65	\$ 19.58	\$ 20.56	\$ 21.59	\$ 22.67		
<i>As of 7/1/15</i>						Annual Range	
Monthly	\$ 3,329	\$ 3,496	\$ 3,671	\$ 3,854	\$ 4,047	\$	\$ 39,949 \$ 48,560
Hourly	\$ 19.21	\$ 20.17	\$ 21.18	\$ 22.24	\$ 23.35		
<i>As of 7/1/16: 8%</i>						Annual Range	
Monthly	\$ 3,595	\$ 3,775	\$ 3,964	\$ 4,163	\$ 4,370	\$	\$ 43,145 \$ 52,445
Hourly	\$ 20.74	\$ 21.78	\$ 22.87	\$ 24.01	\$ 25.21		
<i>As of 7/1/17: 8%</i>						Annual Range	
Monthly	\$ 3,883	\$ 4,077	\$ 4,282	\$ 4,496	\$ 4,720	\$	\$ 46,597 \$ 56,641
Hourly	\$ 22.40	\$ 23.52	\$ 24.70	\$ 25.94	\$ 27.23		

Water/Wastewater Superintendent

<i>As of 7/1/13</i>						Annual Range	
	A	B	C	D	E		
Monthly	\$ 5,270	\$ 5,534	\$ 5,810	\$ 6,101	\$ 6,406	\$	\$ 63,240 \$ 76,872
Hourly	\$ 30.40	\$ 31.93	\$ 33.52	\$ 35.20	\$ 36.96		
<i>As of 7/1/14</i>						Annual Range	
Monthly	\$ 5,428	\$ 5,700	\$ 5,984	\$ 6,284	\$ 6,598	\$	\$ 65,137 \$ 79,178
Hourly	\$ 31.32	\$ 32.88	\$ 34.52	\$ 36.25	\$ 38.07		
<i>As of 7/1/15</i>						Annual Range	
Monthly	\$ 5,591	\$ 5,871	\$ 6,164	\$ 6,473	\$ 6,796	\$	\$ 67,091 \$ 81,554
Hourly	\$ 32.26	\$ 33.87	\$ 35.56	\$ 37.34	\$ 39.21		
<i>As of 7/1/16: 4%</i>						Annual Range	
Monthly	\$ 5,815	\$ 6,106	\$ 6,410	\$ 6,731	\$ 7,068	\$	\$ 69,775 \$ 84,816
Hourly	\$ 33.55	\$ 35.23	\$ 36.98	\$ 38.84	\$ 40.78		
<i>As of 7/1/17: 4%</i>						Annual Range	
Monthly	\$ 6,047	\$ 6,350	\$ 6,667	\$ 7,001	\$ 7,351	\$	\$ 72,566 \$ 88,208
Hourly	\$ 34.89	\$ 36.64	\$ 38.46	\$ 40.39	\$ 42.41		

Public Works Superintendent

<i>As of 7/1/13</i>						Annual Range	
	A	B	C	D	E		
Monthly	\$ 5,331	\$ 5,597	\$ 5,877	\$ 6,171	\$ 6,480	\$	\$ 63,972 \$ 77,760
Hourly	\$ 30.76	\$ 32.29	\$ 33.91	\$ 35.60	\$ 37.38		
<i>As of 7/1/14</i>						Annual Range	
Monthly	\$ 5,491	\$ 5,765	\$ 6,053	\$ 6,356	\$ 6,674	\$	\$ 65,891 \$ 80,093
Hourly	\$ 31.68	\$ 33.26	\$ 34.92	\$ 36.67	\$ 38.51		
<i>As of 7/1/15</i>						Annual Range	
Monthly	\$ 5,656	\$ 5,938	\$ 6,235	\$ 6,547	\$ 6,875	\$	\$ 67,868 \$ 82,496
Hourly	\$ 32.63	\$ 34.26	\$ 35.97	\$ 37.77	\$ 39.66		
<i>As of 7/1/16: 4%</i>						Annual Range	
Monthly	\$ 5,882	\$ 6,175	\$ 6,484	\$ 6,809	\$ 7,150	\$	\$ 70,583 \$ 85,795
Hourly	\$ 33.93	\$ 35.63	\$ 37.41	\$ 39.28	\$ 41.25		
<i>As of 7/1/17: 4%</i>						Annual Range	
Monthly	\$ 6,117	\$ 6,422	\$ 6,744	\$ 7,081	\$ 7,436	\$	\$ 73,406 \$ 89,227
Hourly	\$ 35.29	\$ 37.05	\$ 38.91	\$ 40.85	\$ 42.90		



City of Nevada City Travel and Meeting Reimbursement Policy

I. Purpose

The City has adopted this policy to control the cost of travel, training, and meetings and to fairly reimburse individuals for actual and necessary expenses.

II. Policy

This policy applies to the City Council, City Staff, and members of any other Board or Commission created by act of the City Council. City Council, City Staff and any other Board or Commission members are expected to use good judgment in the use of City funds while on official business and to always seek to be thrifty in order to minimize the total cost to the taxpayer.

III. General

1. Travel and reimbursement is limited to situations in which the City receives a clear benefit from the attendance of a representative. City funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized City business. The following types of occurrences qualify for reimbursement expenses incurred in connection with the activities and generally constitute authorized expenses, as long as the other requirements of this policy are met:
 - a. Communicating with representatives of regional, state, local, and national government on City-adopted policy positions;
 - b. Attending authorized educational seminars designed to improve skill and information levels;
 - c. Participating in regional, state, local, and national organizations whose activities affect the City's interests;
 - d. Attending city events and local meetings; and
 - e. Promoting and representing Nevada City in official presentations or attendance in events by the Mayor or his/her designee.
2. Upon request the City will advance money and reimburse claims for reasonable expenses incurred while traveling or performing other City business within the guidelines of this policy. Examples of personal expenses that the City will not reimburse include, but are not limited to:
 - a. The personal portion of any trip;
 - b. Political or charitable contributions or events;

Exhibit B

- c. Family expenses, including partner's expenses when accompanying officials or employee on agency-related business, as well as children or pet-related expenses;
- d. Entertainment expenses, including alcohol, theater, movies (either in-room or at the theater), sporting events (including gym, massage, and/or golf related expenses), or other cultural events;
- e. Certain personal automobile expenses, including repairs, traffic citations, or insurance; and,
- f. Personal losses incurred while on City business.

Such personal expenses shall not be charged on City charge cards. Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

IV. Review/Approvals

1. All travel and meetings anticipated to cost over \$150 or requiring an overnight stay must be approved 30-90 days in advance by the employee's Department Director, City Manager, or Assistant City Manager. To accomplish this, the employee will prepare and initial the City's Travel and Meeting Authorization form. The approving authority will sign, date, and return this form to the employee for subsequent inclusion with reimbursement request.
2. The basic authorization for all employee travel is the approved operating budget for the current fiscal year. The approving authority who authorizes the trip, through travel advances and/or expense claims, will verify availability of funds in the budget. While it is recognized that travel and meeting plans/destinations may change during the year, the total travel budget may not be exceeded without prior approval from the City Manager or Assistant City Manager for a budget adjustment.
3. Regardless of whether funding is available in a department budget trips, conferences, seminars, and the like, not outlined in the budget, must be pre-approved by the Department Director, City Manager, or Assistant City Manager.

V. Advances/Payment Amounts

1. Payments – The preferred method of payment for registration, transportation, and lodging expenses is through the warrant request process. A City of Nevada City credit card, or an employee's personal card, may be used with the consent of the Department Director, City Manager, or Assistant City Manager.
2. Transportation – The method of travel (air, train, personal auto, or city auto) should be selected on the basis of the least total cost to the City. This

Exhibit B

determination should take into account any employee wages paid during travel or consideration of a Councilmember's time.

3. Air Travel – The lowest fare available a minimum of two weeks before the event should be utilized, unless a shorter time frame is required. Airfare may be charged to a City credit card or a personal credit card. In all cases, copies of the ticket or ticket-less voucher depicting the cost must be attached to the Expense Reimbursement Form. Only coach class will be reimbursed, consistent with C.2 above. Upgrades in class will be at the employee's expense.
4. Ground Transportation – Courtesy shuttle service, buses, and taxis should be used between airports and meeting locations. Car rentals should only be used in special situations, where the aforementioned services are not practical, and will require pre-approval from the Department Director, City Manager, or Assistant City Manager.
5. Lodging – Council members, officials, and employees will always seek to stay at the hotel hosting the event or where the sponsor recommends a preferred or discounted hotel. For other events, or where this is not possible, please ask your representative for government rates and inquire into having the Transient Occupancy Tax (TOT) waived. Many cities will do this as a courtesy for other local agencies, and the savings for larger groups can be significant.
6. Meals – The costs for meals while traveling are reimbursable since the City does not provide a per diem. In addition, meals necessary for a budget authorized one-day conference, workshop, or professional association meeting are eligible for reimbursement when the conference hours fall within standard meal times.

For determining advances and reimbursements, meals are reimbursable up to a maximum of \$53 per day. Snacks and non-business-related expenses are not reimbursable. In general, the maximum range per meal should be \$25 for dinner, \$16 for lunch, and \$12 for breakfast, with a \$53/day maximum. Officials and employees are responsible for meal costs when a detailed receipt is not provided and for meal amounts in excess of \$53 per day. Meal cost includes the restaurant charge plus tip. As a guide, tips should be 15% of the pretax amount.

The City reserves the right to further restrict meal or miscellaneous reimbursements including but not limited to the following examples:

- For conferences where a meal (e.g. Continental breakfast or lunch with a speaker) and the cost of a meal is included as part of the registration fee, the City will not reimburse an employee for the same meal.

Exhibit B

- Further, City Council members, officials, and employees will not be reimbursed for purchasing meals for third parties; other than the City Manager or his/her designee for business-related purposes only.
 - No reimbursement will be made for the purchase of alcoholic beverages. If you purchase an alcoholic beverage with your meal you just deduct the cost of the beverage, including tax and tip, from your request for reimbursement.
7. Business related expenses – Reasonable miscellaneous business-related expenses are reimbursable according to business circumstances.
 8. Telephone/Fax/Cellular/Internet – Reimbursement may be authorized for actual and necessary telephone, fax, and short-term Internet expenses incurred on City business when not otherwise covered under a pre-existing plan or service arrangement. Telephone or other bills should identify which services were used on City business. To the extent possible anyone traveling for City business should make every effort to use Internet access provided by the conference rather than paying daily access charges.
 9. Advances – Advances for miscellaneous, business-related expenses (i.e., cabs, tips, and other transportation) are available up to \$50 per day, with a \$250 maximum per event. The City will reimburse eligible expenses above the \$50 advance limit.

Unused advanced funds will be returned to the Finance & Administration Department along with a copy of the Expense Reimbursement Form within seven (7) business days of the employee's return to work.

VI. Reimbursement Request

1. Expenses, and accounting for advances, are to be submitted for approval and reimbursement within seven (7) days of completion of the business trip. These materials will be review and approved by the Department Director before submission to the Finance and Administration Department.
2. Receipts are to be attached to the Expense Reimbursement form for each expenditure. The City will deny reimbursement unless accompanied by a proper receipt. Each receipt must have the pre-printed name of the business, the date of the expenditure, and cost per item. For example, perforated tabs torn from the bottom of the restaurant bills are not acceptable by themselves. The Councilmember, official, or employee should request that the restaurant provide a printed receipt as well. A detailed receipt for credit card meals is mandatory.

Exhibit B

3. Petty cash may not be used for travel expense reimbursements unless the reimbursement is only for local mileage and is under \$50.
4. Individuals electing to drive to any meeting or event shall receive the IRS standard mileage reimbursement rate, up to \$.55 or the cost of the lowest airfare and ground transportation.
5. The method for calculating reimbursable mileage, the round trip commute to work and back home shall be subtracted from the total mileage driven each day to calculate reimbursable miles. This applies to travel for all City business, including meetings, training, and serving on interview panels on behalf of the City. When possible it is preferred that anyone traveling uses the City vehicle that is available for commuting for City business.
6. Employees electing to use credit cards (personal or City) for trip expenses must produce detailed receipts of the kind mentioned above for their purchases.
7. Business-related telephone charges will be reimbursed for employees who are not provided a phone allowance.
8. The Finance & Administration will receive and review all documentation prior to the issuance of a warrant for reimbursement.

VII. Compliance with Laws

Recipients of reimbursement should keep in mind that some expenditures may be subject to reporting under the Political Reform Act for Lobbyists. All documents related to reimbursable agency expenditures are public records subject to disclosure under the California Public Records Act.

VIII. Violation of this Policy

Misuse of public resources or falsifying expense reports in violation of this policy may result in any or all of the following 1) loss of reimbursement privileges, 2) a demand for restitution to the City, 3) the City reporting the expenses as income to state and federal tax authorities, 4) civil penalties up to \$1,000 per day and three times the value of the resources used, and 5) prosecution for misuse of public resources.

This policy satisfies the requirements of Government Code sections 53232.2 and 53232.3.

**CITY OF NEVADA CITY
SIDE LETTER NO. 1 TO MEMORANDUM OF UNDERSTANDING**

TO: Mark Prestwich, City Manager
FROM: Catrina Olson, Assistant City Manager / Finance Director
SUBJECT: Nevada City Police Officers Association Compensation Adjustment for Fiscal Year 2016/17
DATE: August 24, 2016

Pursuant to the Memorandum of Understanding between the City of Nevada City and the Nevada City Police Officers Association, the City and Association met and conferred regarding salary adjustments for the fiscal year beginning July 1, 2016. As a result, all salary steps shall be adjusted as follows:

Effective July 2, 2016	2.0%
Effective December 24, 2016	2.5%

Additionally, it is agreed that Police Officers shall pay the full employee member contributions for their respective retirement plans effective December 24, 2016 (9% for Tier 1 employees, 8% for Tier 2 employees, and half the "Total Normal Cost" for Tier 3 employees).

CITY OF NEVADA CITY

Mark Prestwich, City Manager

Date

Catrina Olson, Asst. City Manager

Date

NEVADA CITY POLICE OFFICERS ASSOCIATION

Tim Ewing, President

Date

Luke Holdcroft, Vice President

Date

Jerry Camous, Labor Representative

Date

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City CA 95959
www.nevadacityca.gov

August 24, 2016

TITLE: Proposed City Manager Compensation Adjustment

RECOMMENDATION: Pass a Motion authorizing a 3% City Manager salary adjustment effective July 1, 2016 and requiring the City Manager to pay an additional 1% of his salary toward the employee portion of pension costs.

CONTACT: Mark Prestwich, City Manager

BACKGROUND / DISCUSSION: The City has concluded bargaining with each of its bargaining units resulting in compensation adjustments that would take effect July 1, 2016 if approved. At the meeting of August 10, 2016, the City Council provided direction to provide a base salary increase of 3% for the City Manager effective July 1, 2016, and require the City Manager pay an additional 1% of his salary (from 6% to 7%) resulting in the full payment of the employee portion of retirement costs.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: The proposed compensation adjustment will result in a net annual cost to the City of approximately \$2,500.

ATTACHMENTS: None

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City CA 95959
www.nevadacityca.gov

August 24, 2016

TITLE: City Council Liaison to the Save Our Bridge Campaign Committee

RECOMMENDATION: Pass a Motion appointing Robert Bergman as a City Council Liaison to the Save Our Bridge Campaign Committee efforts to renovate the Bridgeport Covered Bridge.

CONTACT: Mark Prestwich, City Manager

BACKGROUND / DISCUSSION: On August 10, 2016, Doug Moon, Chair of the Save Our Bridge Campaign Committee, provided the City Council and community an update on efforts to renovate the Bridgeport Covered Bridge. The bridge is the longest single span wood covered bridge left in the world. While initial funding has stabilized the bridge, additional funding is needed to complete the renovation project and efforts to seek state and grant funding will continue until the project is complete.

Mr. Moon indicated former Nevada City Council Member Robert Bergman played an instrumental role in efforts to secure political support and funding for the Save Our Bridge campaign. He requested the City Council appoint Mr. Bergman as a City Council representative to the ongoing efforts to securing funding and support for the renovation project. Should the City Council appoint Mr. Bergman as a Council Liaison to the Save Our Bridge Campaign Committee, it is recommended he provide periodic as-needed informational reports to the City Council and be encouraged to assist with organizing advocacy efforts on behalf of the project.

ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: None

ATTACHMENTS: None

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

August 24, 2016

TITLE: Award of Contract for New Sidewalk Rail at Various Locations in Nevada City

RECOMMENDATION: Pass a Motion awarding a contract to Ace Welding in the amount of \$22,590.00 for New Sidewalk Rail at Various Locations and authorize the Mayor to sign.

CONTACT: Bryan K. McAlister, City Engineer

BACKGROUND/DISCUSSION: The City Engineer and Public Works staff have identified several areas where new railing is needed along sidewalks and retaining walls. Railing will be aesthetically similar to existing railings on Pine Street Bridge and other locations within the downtown historic district.

This work is being done as part of the annual street rehabilitation funded by Measure S. City of Nevada City invests approximately \$500,000 for paving and related city streets improvements.

City staff solicited bids for New Sidewalk Rail at Various Locations from three local contractors in August, 2016. One bid was procured at time of bid, as follows:

- Ace Welding, Grass Valley, CA \$ 22,590.00

City staff has determined the proposed bid provides a competitive price for the project and therefore Ace Welding was selected as the lowest responsive and responsible bidder.

FISCAL CONSIDERATIONS: The project will be funded as authorized in the fiscal year 2016/2017 Measure S roadway rehabilitation appropriations.

ATTACHMENT:

- ✓ Contract for New Sidewalk Rail At Various Locations
- ✓ Exhibit of Railing Locations

NEW SIDEWALK RAIL AT VARIOUS LOCATIONS



City of Nevada City, 95959
Nevada County, California

Bryan K. McAlister
PE C58570
PLS 9199

William J. Falconi
PE 25842
PLS 4911

NOTICE TO CONTRACTOR'S

Sealed proposals for NEW SIDEWALK RAIL AT VARIOUS LOCATIONS will be received by the City of Nevada City at the City Hall, 317 Broad Street, Nevada City, California, 95959, until **3:00 p.m. on August 18, 2016**, at which time, or as soon thereafter as practicable, all such proposals will be publicly opened and read in the Chambers of the City at said City Hall.

Bids shall be enclosed and sealed in an envelope addressed to the City of Nevada City at the above stated address and shall be marked "NEW SIDEWALK RAIL AT VARIOUS LOCATIONS"

The work includes the furnishing of all labor, materials, and equipment required for the job in accordance with the plans, specifications and other contract documents as set forth by the City Engineer. Such documents are on file with the City at the City Hall and are available for inspection during office hours.

The City reserves the right to reject all bids; or to accept any portion of bid schedule; to reject any bid which is incomplete or irregular; to determine which proposal is, in its judgment, the lowest responsible bid of a responsible bidder and to waive any informality or minor irregularity of any bid.

DATED: August 1, 2016

CITY OF NEVADA CITY



Bryan K. McAlister, P.E.
City Engineer

PROPOSAL/CONTRACT

NEW SIDEWALK RAIL AT VARIOUS LOCATIONS, Nevada City, CA

TO: City of Nevada City, City Hall, Nevada City, California.

The undersigned, as a bidder, submits the following proposal for NEW SIDEWALK RAIL AT VARIOUS LOCATIONS in the City of Nevada City, California, and offers to perform all work and furnish all labor, materials, tools, equipment, power and water as required for the completion of said project, in accordance with the plans, specifications and all other contract documents. The bidder has inspected the project site and has examined all conditions affecting the proposed work.

If this bid is accepted, the bidder agrees to execute the Agreement, and furnish to the City all documents and evidences of insurance, within ten (10) days after receiving written notice of the award of contract, and complete the project within **sixty (60) calendar days** after receiving written notice to proceed. **No bond is required for this project.**

Attached to this bid and made a part hereof is a list of proposed subcontractors, setting forth all information required by Section 4104 of the Government Code.

The undersigned is (state whether individual, partnership or corporation) corporation

DATED: 8-18-16

FIRM NAME: Ace Wetling

ADDRESS: 12819 Loma Rica

PHONE: 274-8965

CELL PHONE: 277-2789

CONTRACTOR'S #: 967405

EXPIRATION: 11-30-17

NEVADA CITY BUSINESS LICENSE #:

N/A EXPIRATION: _____

BY: 
Signature of Authorized Person

Contact Person: Gabe Kulp

BID SCHEDULE

**CITY OF NEVADA CITY
NEW SIDEWALK RAIL AT VARIOUS LOCATIONS**

<u>No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1.)	100	LF	Sidewalk Rail – Church St.	\$ <u>75⁰⁰</u>	\$ <u>7500-</u>
2.)	12	LF	Railing for Steps – Main St.	\$ <u>120⁰⁰</u>	\$ <u>1440-</u>
3.)	90	LF	Sidewalk Rail – – Main St.	\$ <u>85⁰⁰</u>	\$ <u>7650-</u>
4.)	60	LF	(Sidewalk Rail – Washington St. (includes core drilling))	\$ <u>100⁰⁰</u>	\$ <u>6000-</u>
Grand Total:					\$ <u>22,590</u>

Note

1. Project shall be prevailing wages.
2. Fabricate and install sidewalk rail on Church Street (Item 1) using panels with stand-alone posts.

LIST OF SUBCONTRACTORS

<u>NAME</u>	<u>PLACE OF BUSINESS</u>	<u>PORTION OF WORK</u>
1. None		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, between the CITY OF NEVADA CITY, a municipal corporation, hereinafter called "City," and _____, hereinafter called "Contractor."

WHEREAS, City has caused to be prepared certain plans, specifications and other contract documents pertaining to the NEW SIDEWALK RAIL AT VARIOUS LOCATIONS in said City: and

WHEREAS, after notice duly given, City has awarded the contract for such work to Contractor;

NOW, THEREFORE, IT IS AGREED by and between said parties as follows:

1. Scope of Work. The contractor agrees to furnish all labor, materials, tools and equipment, required to complete the sidewalk improvements in Nevada City, California, in accordance with the plans, specifications and other contract representation made in mandatory meetings. All such work shall be performed in a good and workmanlike manner and to the satisfaction of the designer of said project.

2. Contract Price. As consideration for all such work, City agrees to pay to Contractor the total sum of _____ (\$ _____) Dollars, payable in the manner hereinafter set forth.

3. Contract Documents. The complete contract between the parties hereto consists of the Notice to Contractors, the Information to Bidders, the Bid Proposal, the General Conditions, the Plans and Specifications, and all other drawings and printed or written explanatory matter pertaining thereto, as covered in the mandatory pre-bid meeting. All of the foregoing documents are intended to cooperate, so that any work or requirement specified in any of them is to be carried out or observed the same as if mentioned in all.

4. Time for Performance. Within five (5) days after the execution of this Agreement, City shall give Contractor written Notice to Proceed, and thereafter Contractor shall commence the work and shall prosecute the same with due diligence until completion and acceptance by City; provided, however, that all such work shall be completed and ready for use within **sixty (60) calendar days** after Contractor receives said Notice to Proceed.

5. Extension of Time. If, because of adverse weather conditions, strikes, inability of the Contractor (through no fault on his/her part) to obtain necessary materials, or other cause beyond the reasonable control of Contractor, Contractor is unable to complete the required work within the allowed time, he shall be entitled to an extension or extensions of such time, commensurate with the unavoidable delay thus caused; provided, however that Contractor shall apply to City for approval of any such extension prior to the expiration of the time for performance as specified in the preceding paragraph.

6. Contractor's Failure to Complete Work. If Contractor fails to prosecute the work with such diligence as will insure its completion within the time hereinabove specified, or any extension thereof, or fails to complete such work within such time, or if Contractor shall otherwise violate this Agreement, City may give written notice to Contractor and his sureties of City's intention to terminate this Agreement unless, within five (5) days after services of such notice, satisfactory arrangements are made with the City for the completion of such work or the curing of such breach; and if such arrangements are not made within such time, City may, at its option, terminate this Agreement by giving written notice of such termination to Contractor and his sureties.

7. Payments to Contractor. On or before the tenth day of each month during the progress of the work, Contractor shall submit to the Designer an itemized statement of all labor and materials incorporated into the improvement during the preceding month and the portion of the contract price applicable thereto.

8. Indemnification. Contractor agrees to hold City, and its officers, agents, and employees harmless from any and all liability and claims for damages for death and personal injury, and for property damage, incident to or arising out of the operations of Contractor or any subcontractor under this Agreement, and Contractor further agrees to defend City, and its officers, agents, and employees in any and all lawsuits which may be brought for such damages caused, or alleged to have been caused, by such operations. In addition, Contractor agrees to furnish to the City evidences of insurance coverage. The approval of such insurance by City shall not constitute a waiver or limitation of any rights under this indemnity agreement, regardless of whether such insurance shall be held to be inapplicable to any such damage or claims therefore.

Executed in duplicate this _____ day of _____, _____.

ATTEST:

CITY OF NEVADA CITY

By: _____
(Mayor)

By: _____
(Contractor)

By: _____
(Authorized Officer)

Project Specifications

PROJECT LIMITS

As shown on the plans.

PROJECT DESCRIPTION

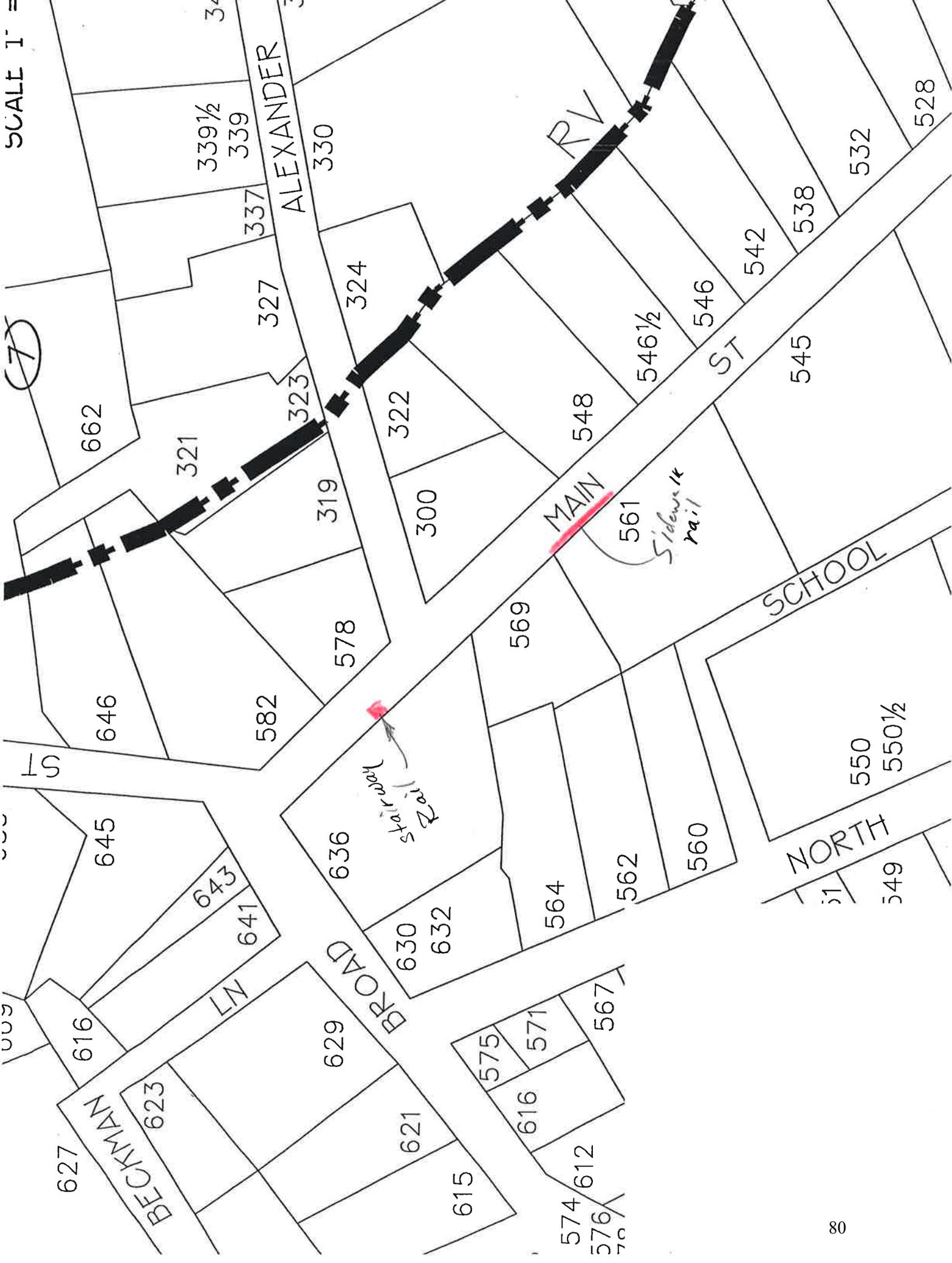
The project consists of furnishing, fabricating and installing sidewalk railing. All railing shall be constructed per the detail provided in the plans and shall be aesthetically similar to existing railing located at or near 317 Washington Street or 105 Nevada City Highway.

GENERAL NOTES

Refer to City of Nevada City General Notes and Specifications.

SCALE 1" = 100'

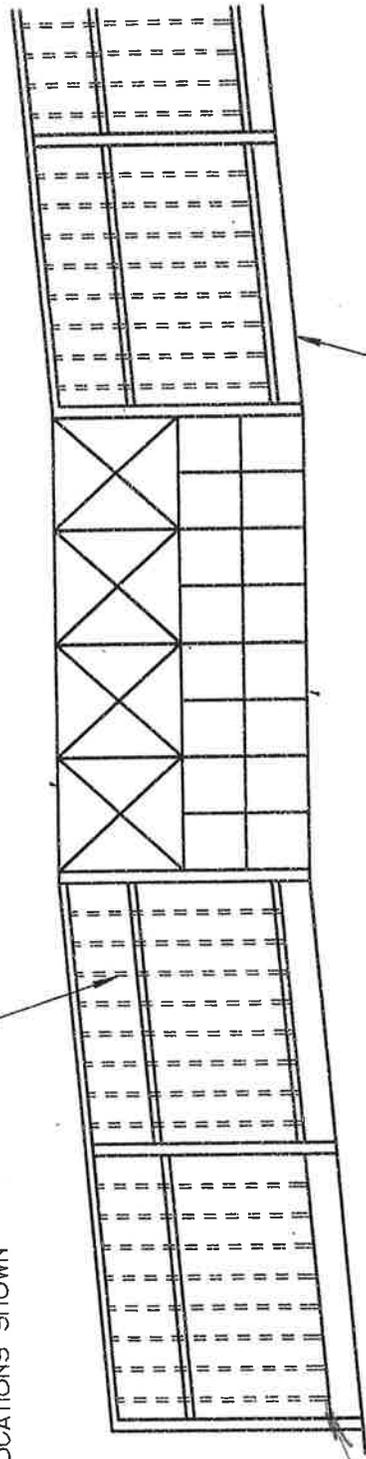
(7)



ALL RAILS TO BE BUILT SIMILAR TO
 RAILS @ OR NEAR 317 WASHINGTON ST
 OR 105 NEVADA CITY HIGHWAY

* CONTRACTOR SHALL PROVIDE RAILING SHOP DRAWINGS FOR REVIEW AND WRITTEN APPROVAL OF THE CITY ENGINEER PRIOR TO ANY FABRICATION

* CONTRACTOR SHALL INSTALL "STANDARD" RAILING WITH BALLUSTERS AND RAILING HEIGHT OF 42" AT LOCATIONS SHOWN



SOLID
 1" SQUARES

ALL "STANDARD" RAIL SECTIONS AND THE TOP OF WALL BELOW SAID SECTIONS SHALL BE SLOPED AS REQUIRED AND PARALLEL WITH EACH OTHER. WALL AREAS BELOW "STANDARD" RAIL SECTIONS SHALL SMOOTH CONCRETE

RAILINGS
 SCALE: N.T.S.

**CITY OF NEVADA CITY
DRAFT ACTION MINUTES
REGULAR CITY COUNCIL MEETING OF AUGUST 10, 2016**

NOTE: This meeting is available to view on the City's website www.nevadacityca.gov – Go to Quick Links and Click on Agendas & Minutes and find the Archived Videos in the middle of the screen. Select the meeting date and Click on Video to watch the meeting. For website assistance, please contact Corey Shaver, Deputy City Clerk at (530) 265-2496, ext 133.

- City Council Meetings are available on DVD. To order, contact City Hall - cost is \$15.00 per DVD.
- Closed Session Meetings are not recorded.

CLOSED SESSION MEETING – 5:30 PM

1. Pursuant to Government Code Section 54956.8, a closed session is requested with negotiators City Manager Mark Prestwich and Consulting City Attorney Hal DeGraw to discuss price and terms of payment regarding possible purchase of real estate located in Pioneer Park at 425 Nimrod Street with owner, Susan Schreiber.
2. Pursuant to Government Code Section 54957.6, a closed session of the City Council will be held for the purpose of reviewing its position and instructing its designated representatives regarding employee salaries, salary schedules, fringe benefits and all other matters within the statutory scope of representation. The designated labor negotiation representatives for Nevada City are Mark Prestwich, City Manager and Catrina Olson, Assistant City Manager. The labor negotiations concern the following bargaining units: Management Employees, Supervisory Unit, Miscellaneous Employees Association, Police Supervisors Association, Police Officers Association and Nevada County Professional Firefighters, Local 3800.

Action: Staff to proceed as directed.

REGULAR MEETING – 6:30 PM - Call to Order

Roll Call: Present: Moberg, Parker, Senum, Vice Mayor Strawser & Mayor Phelps

PLEDGE OF ALLEGIANCE

PROCLAMATION:

PRESENTATION: Update on Bridgeport Project – Doug Moon, Chair, Save our Bridge Committee

Action: City Council directed City Manager Prestwich to place an item on a future agenda for the City Council to consider Mr. Moon's request that former Council Member Robert Bergman be appointed as a City Council liaison to the Bridgeport Save Our Bridge Committee.

1. BUSINESS FROM THE FLOOR-PUBLIC COMMENT (Per Government Code Section 54954.3)

Please refer to the meeting video on the City's website at www.nevadacityca.gov.

2. COUNCIL MEMBERS REQUESTED ITEMS AND COMMITTEE REPORTS:

Please refer to the meeting video on the City's website at www.nevadacityca.gov for additional comments.

3. CONSENT ITEMS:

- A. **Subject:** Chief of Police Response to the Grand Jury Report Regarding Evidence Handling Unit
Recommendation: Authorize response letter prepared by the Chief of Police for submission to the Grand Jury

- B. Subject:** Award Contract for Measure S Paving and Reconstruction of Various Streets in Nevada City
Recommendation: Pass Resolution 2016-37 Awarding a Contract to Teichert Construction in the amount of \$273,250 plus \$60,000 contingencies for Measure S paving and reconstruction of various streets in Nevada City and authorize Mayor to sign.
- C. Subject:** AdvantageTrust II Multiple Collective Investment Funds Trust Participation Agreement for the VantageCare Retirement Health Savings Plan
Recommendation: Adopt VantageTrust II Multiple Collective Investment Funds Trust Participation Agreement and authorize the Mayor to sign.
- D. Subject:** Award of Contract Change Order for Gas Line Replacement at the Wastewater Plant in Nevada City
Recommendation: Pass Resolution 2016-38 awarding a contract change order to CME Services, Grass Valley, CA for New Gas Line in the amount of \$32,000 plus \$5,000 contingencies for Replacement of Gas Line at the Wastewater Plant in Nevada City and authorize the Mayor to sign.
- E. Subject:** Award of Contract for Beckman Lane Water and Sewer Improvements in Nevada City
Recommendation: Pass a Motion awarding a contract to Hansen Bros. Enterprises in the amount of \$88,175 for Beckman Lane Water and Sewer Improvements and authorize the Mayor to sign.

Action: Motion by Strawser, seconded by Moberg to add item 3E to the agenda and approve as recommended.
(Approved 5 – 0)

4. APPROVAL OF ACTION MINUTES:

- A. City Council Meeting – July 27, 2016

Action: Motion by Parker, seconded by Senum to approve the July 24, 2016 Minutes as presented.
(Approved 4 – 0; Strawser abstaining)

5. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:

6. PUBLIC HEARINGS:

7. OLD BUSINESS:

- A. Subject:** Status Report on NCFORWARD Economic Plan Goals and Objectives
Recommendation: Receive and file.

Please refer to the meeting video on the City's website at www.nevadacityca.gov.

- B. Subject:** Authorize Members of the City Council to Submit an Argument in Favor of the November 8, 2016 Special Tax Ballot Measure
Recommendation: Pass Resolution 2016-39 authorizing one or more members of the City Council to submit the City's argument in favor of the proposed "Nevada City Fire and Police Transactions and Use Tax Ordinance" special tax ballot measure on November 8, 2016.

Action: Motion by Strawser, seconded by Moberg, to pass Resolution 2016-39.
(Approved 5 – 0)

8. NEW BUSINESS:

9. CORRESPONDENCE:

10. ANNOUNCEMENTS:

[Type here]

11. CITY MANAGER'S REPORT:

12. ADJOURNMENT – 7:21 p.m.

ATTEST:

Niel Locke, City Clerk

Evans Phelps, Mayor

**CITY OF NEVADA CITY
DRAFT ACTION MINUTES**

SPECIAL CITY COUNCIL MEETING

**Seaman's Lodge
423 Nimrod Street
Nevada City, CA 95959**

SPECIAL MEETING – 8:30 AM - Call to Order

Roll Call: Present: Moberg, Parker, Senum, Vice Mayor, and Mayor Phelps

1. Welcome/Purpose
2. The City of Nevada City Council will be meeting with Staff and Facilitator Laura Mason Smith to develop Council processes for working and communicating together and for team building.

Action: City Council discussed communication strategies for working together as a governing body. Direction was provided to the Mayor to prepare a statement from the City Council reflecting their commitment to work together and communicate (statement to be distributed at the Council Meeting of August 24, 2016 for review and consideration as an attachment to these Minutes).

ADJOURNMENT – 12:32 p.m.

Evans Phelps, Mayor

ATTEST:

Niel Locke, City Clerk

REPORT TO CITY COUNCIL

AUGUST 24, 2016

City of Nevada City
317 Broad Street
Nevada City, CA 95959
www.nevadacityca.gov

TITLE: Request for Continuance of Public Hearing Appeal of Planning Commission Decision to Deny the Architectural Review Application of Charlotte Dewar to Construct a Front Entry Façade on the Accessory Building located at 254 Boulder Street

RECOMMENDATION: Pass a Motion continuing Public Hearing to City Council meeting of September 14, 2016.

CONTACT: Amy Wolfson, City Planner

BACKGROUND / DISCUSSION: On March 30, 2016, Council heard an appeal by Charlotte Dewar requesting that Council overturn the Planning Commission's decision to deny the Architectural Review application for the front entry façade of her accessory building. Council has voted to continue the item at several subsequent meetings, with the most recent continuance occurring at the July 27, 2016 meeting. At that meeting, Council recommended that a new subcommittee be formed so that recently elected council members could be involved in the design direction.

A prior subcommittee had expressed a preference for a modified design that incorporated a barn door concept. The barn door preference was, in part, due to a review of the 1898 Sanborn Map which represents a structure in substantially the same location as the current structure, and due to the emergence of an historic photograph showing the subject structure utilized as a barn. Staff has also obtained a copy of a site plan of the subject property dated November 2, 1954, along with what appears to be preliminary construction plans for a "re-built barn," provided for your review in Attachments 2 and 3. These documents were provided to staff by the City Clerk who has indicated they came from the Fluke family, who previously resided at the property. Ms. Dewar has also reached out to previous resident Jane Christie Kraft, who has provided a letter offering some insight regarding the reconstruction of the barn (Attachment 4).

SUBCOMMITTEE MEETING:

The current subcommittee met at the appellant's property on August 12, 2016; those present consisted of Ms. Dewar, Alan Haley, and Councilmembers Evans Phelps, and ReINETTE Senum. City Planner, Amy Wolfson was also present to provide guidance as needed and to provide a record of the meeting. Ms. Dewar offered to construct a large garden wall and gate in front of the existing accessory structure. The gate would be designed with a barn concept and with the purpose of screening the proposed entry from public view. It would also serve as an entrance to the future garden she intends to install. The councilmembers also requested that she scale back to the overall depth of the entry façade. Ms. Dewar agreed to the reduced scale in concept so long as there are no extenuating reasons given by her architect to retain the currently proposed size. The subcommittee agreed that the first meeting in September allowed a reasonable amount of time to bring an updated design before the City Council.

STAFF RECOMMENDATION

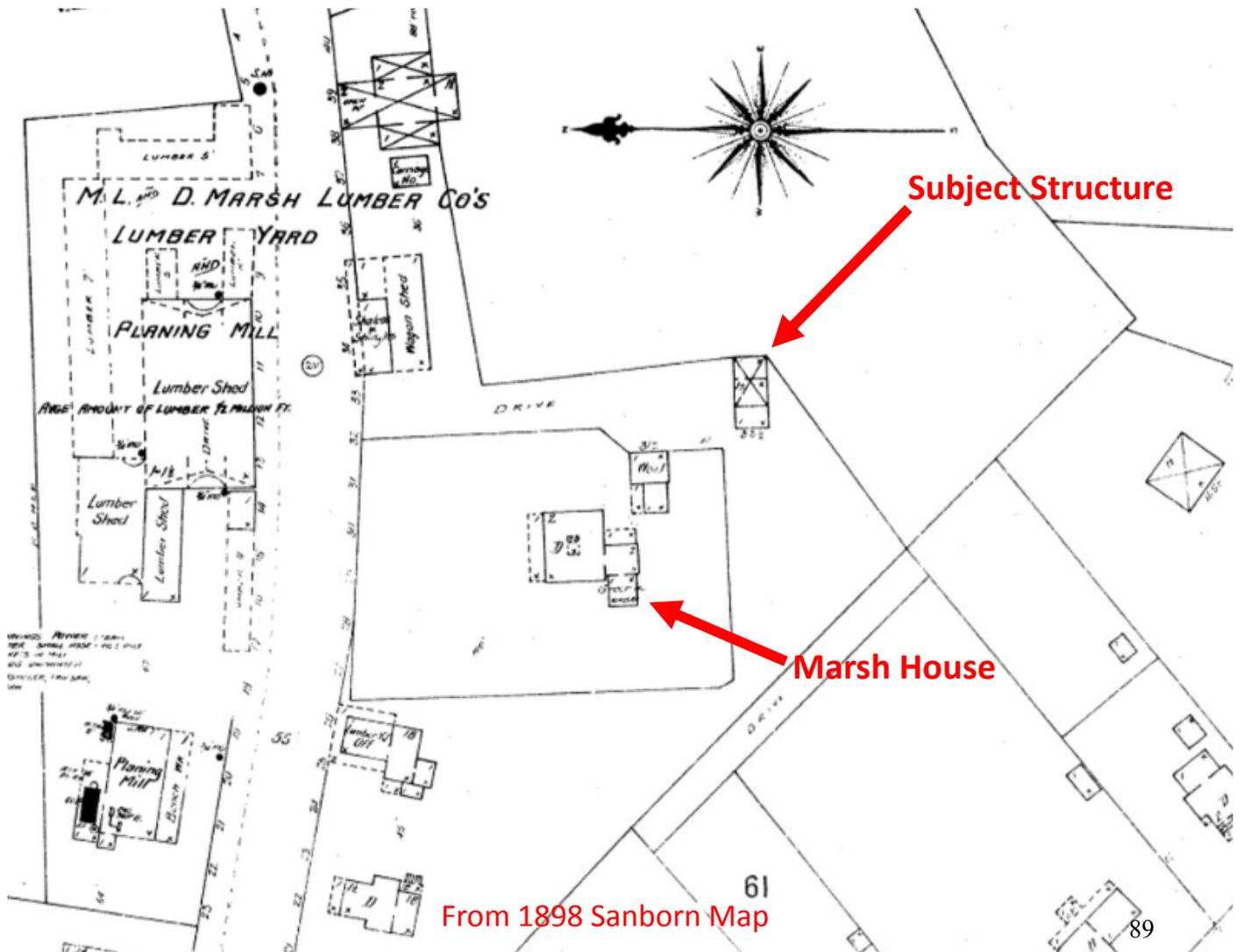
After considering the subcommittee's update, Council may make a motion to continue this item for the September 14, 2016 meeting to have the appellant come before Council with her re-designed proposal for the front entry façade with a mitigating wall and gate screening concept for the accessory building located at 254 Boulder Street.

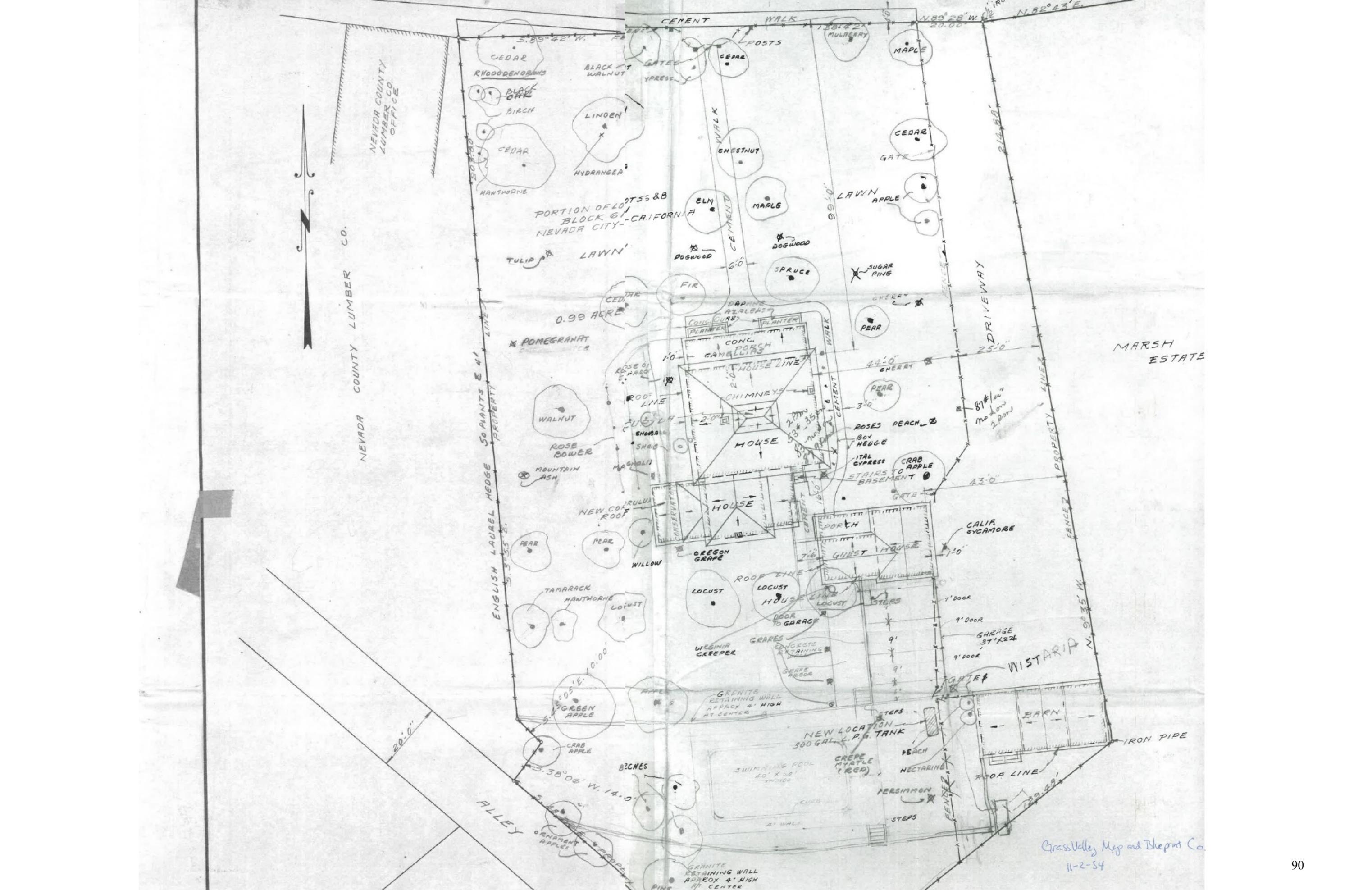
ATTACHMENTS

1. Historic Photograph and Sanborn Map Exhibit
2. 1954 Site Plan
3. Preliminary Barn Plans
4. Letter from Jane Christie Kraft, August 5, 2016



1940s





NEVADA COUNTY
LUMBER CO.
OFFICE

NEVADA COUNTY LUMBER CO.

PORTION OF LOT 55 & 8
BLOCK 6
NEVADA CITY - CALIFORNIA

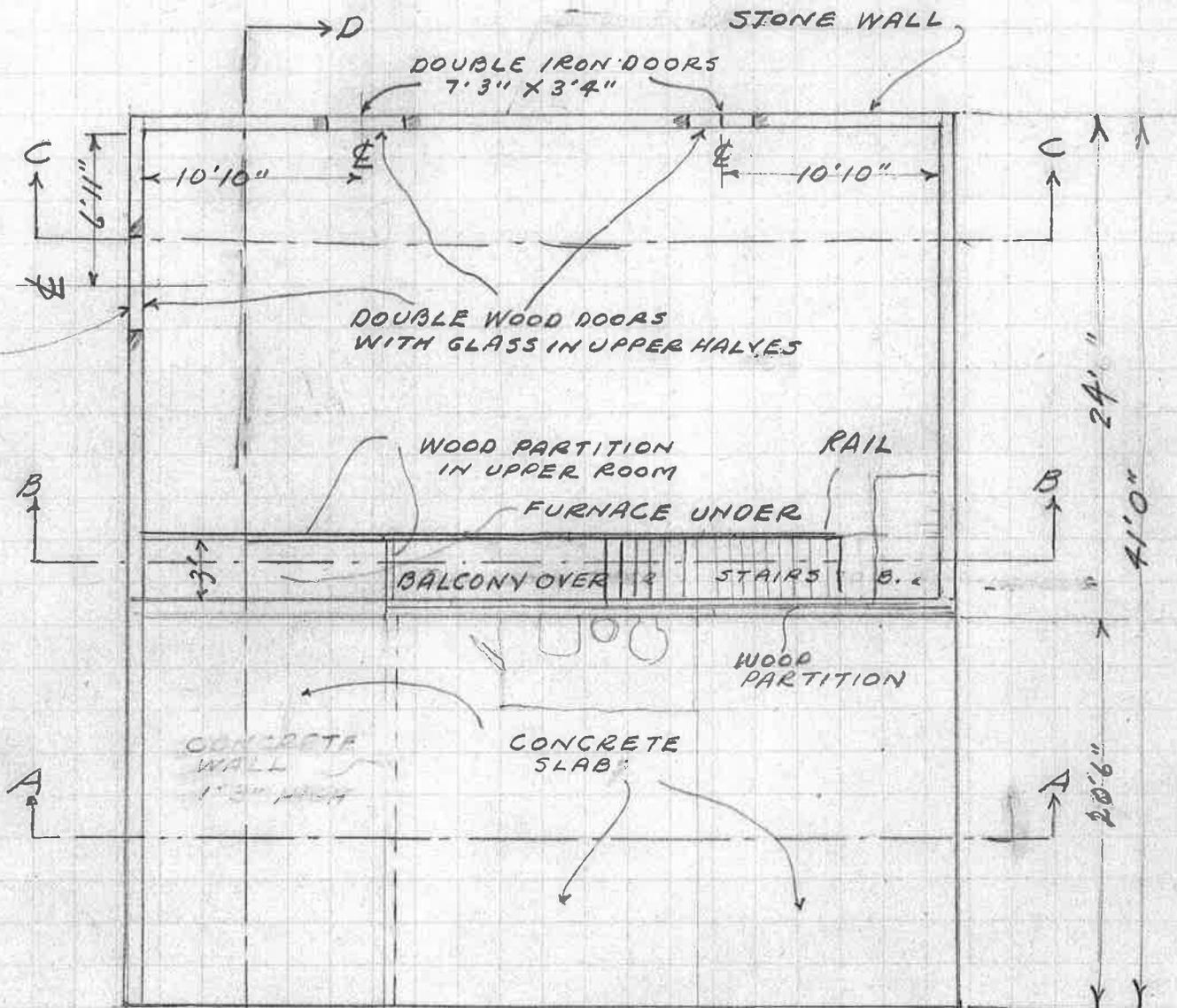
MARSH
ESTATE

Grass Valley Map and Blueprint Co.
11-2-54

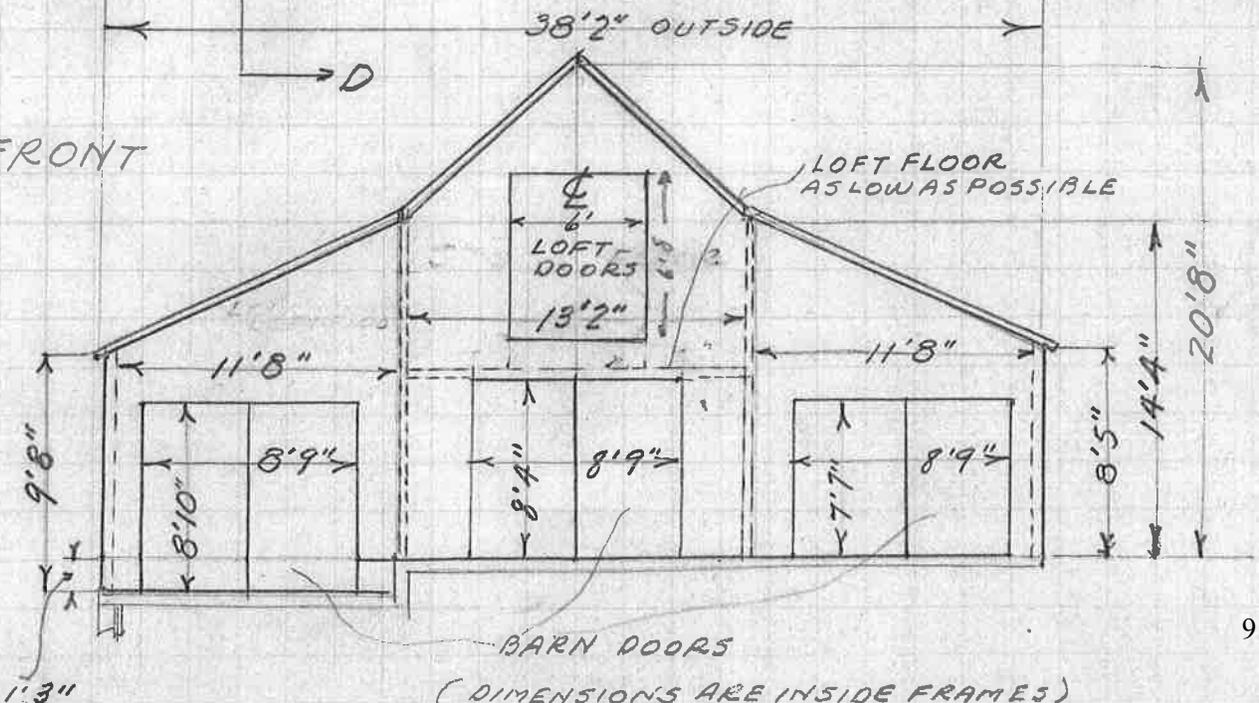
PLAN

SCALE 1/8" = 1'

IRON DOORS 4 SECTIONS
7'3" X 4'6"



FRONT



(DIMENSIONS ARE INSIDE FRAMES)

Jane Christie Kraft
484 Holly Drive
San Rafael, CA 94903
Telephone: 415-320-4540
Email: jkcraft@sbcglobal.net

August 5, 2016

Dear Nevada City Council Members:

I am Jane Kraft, the great granddaughter of M.L. Marsh who built the Marsh House in 1873. Charlotte Dewar, the current owner, contacted me about the history of the barn, I would like to share some information with you regarding the construction of the old barn.

My parents, Lucille Marsh Christie and James Christie, bought the Marsh House back in about 1954, initially as our vacation home. We were living in Southern California at the time. It was their plan to live in it full time when my father retired in a year or two. The property was abandoned at the time and in very poor condition. The previous owner had been running it as a rooming house.

In about 1955 we had the original barn torn down and started building a new one. My father hired the local contractor, Don Steger, to restore the main house and add a garage and bunkroom to the woodshed, as well as building the new barn. The old barn was very small and was in dangerous condition. We made the new one a lot bigger than the original barn. We added the stone room underneath where my father planned to make cider from his apple orchard. The main floor at the back was a weaving room for my mother and later a dance studio for local children's ballet classes. In the front was a tool shop for my father and brother, and they built an art studio for me upstairs. In the end our 1950's barn bore little resemblance to the original one.

Early this spring I visited the Marsh House restored by Charlotte and her late husband Howard in the past decade. I was impressed with their beautiful, elegant restoration. I told Charlotte I thought that my father and mother would have been very pleased with what they have done

if you have any questions, please call me and I will be happy to address them.

Sincerely yours,



Jane Christie Kraft

REPORT TO CITY COUNCIL

City of Nevada City
317 Broad Street
Nevada City CA 95959
www.nevadacityca.gov

August 24, 2016

TITLE: 2016 Nevada City Community Survey Results

RECOMMENDATION: Review, discuss and provide direction to the City Manager.

CONTACT: Mark Prestwich, City Manager

BACKGROUND / DISCUSSION: Community surveys provide valuable feedback on quality of life, City services and programs, and to gather resident feedback on specific issues. This feedback is invaluable to elected officials, staff and other stakeholders for planning, resource allocation, program improvement and policy making.

In accordance with the City's NCFORWARD economic strategy, the City initiated a survey in June 2016 to seek participant opinions on a variety of City issues including:

- Quality of Life
- Safety
- City Services and Amenities
- Community Events
- Business

The survey also included several open-ended questions to help identify important issues facing Nevada City today and solutions to improve the City. Broad themes from open ended are included in the survey summary.

The survey instrument was included in the June utility bill and available at City Hall. An online version of the survey was also placed on the City's website. Nearly 300 responses were received. Results are tabulated in the attachment to this report.

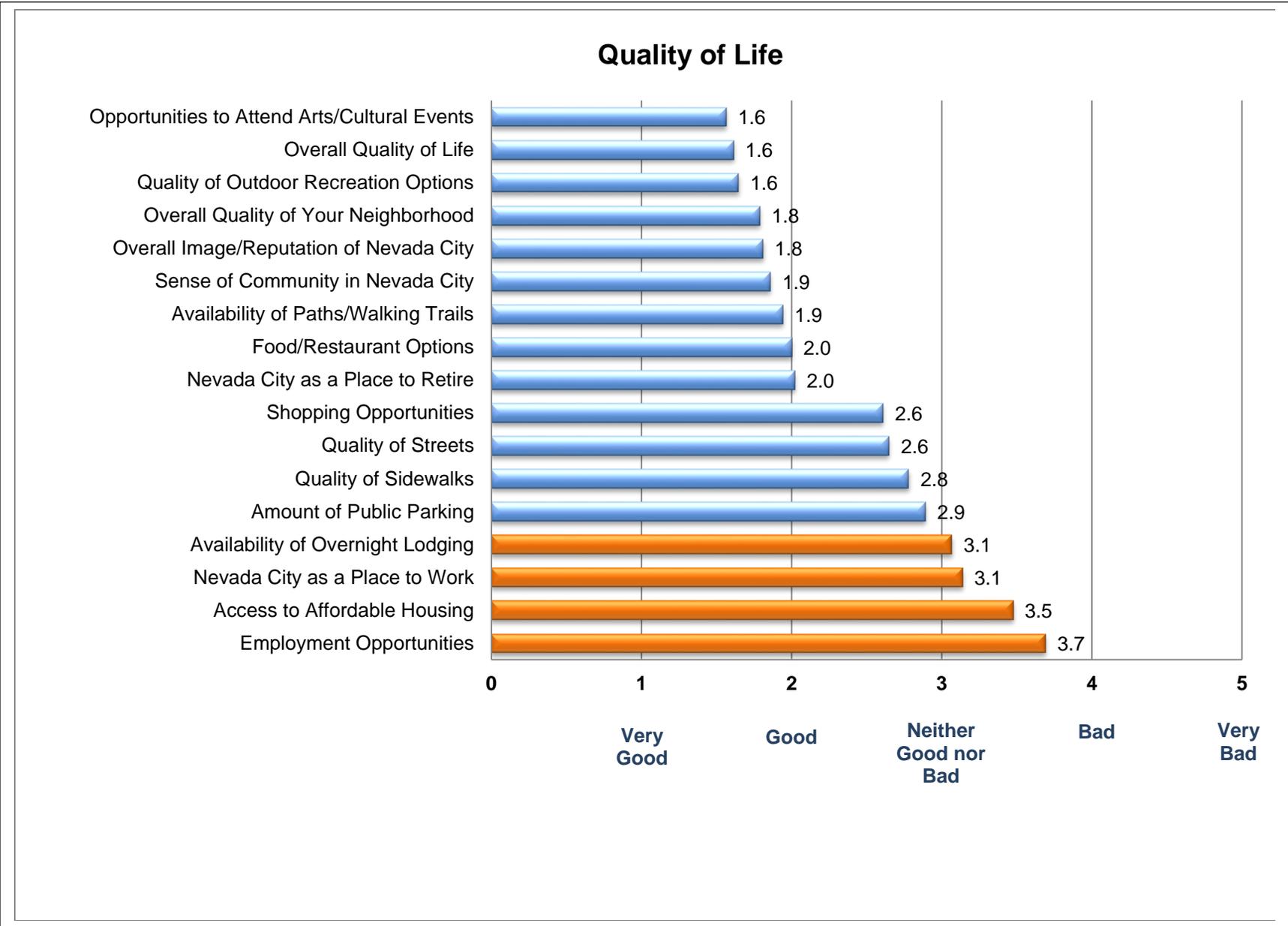
ENVIRONMENTAL CONSIDERATIONS: Not applicable.

FISCAL IMPACT: Not applicable.

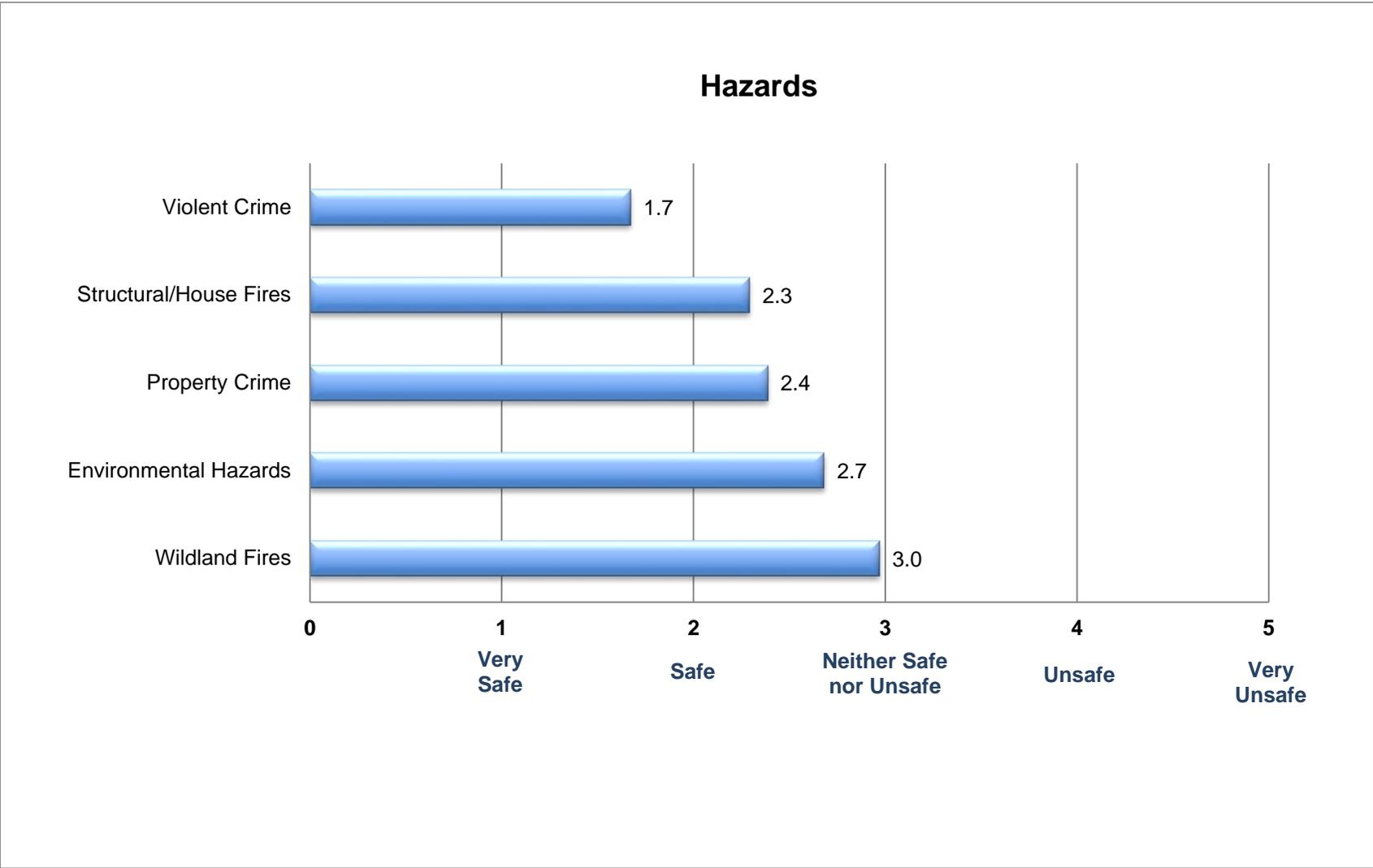
ATTACHMENTS:

- ✓ 2016 Nevada City Community Survey Results
- ✓ Survey Instrument

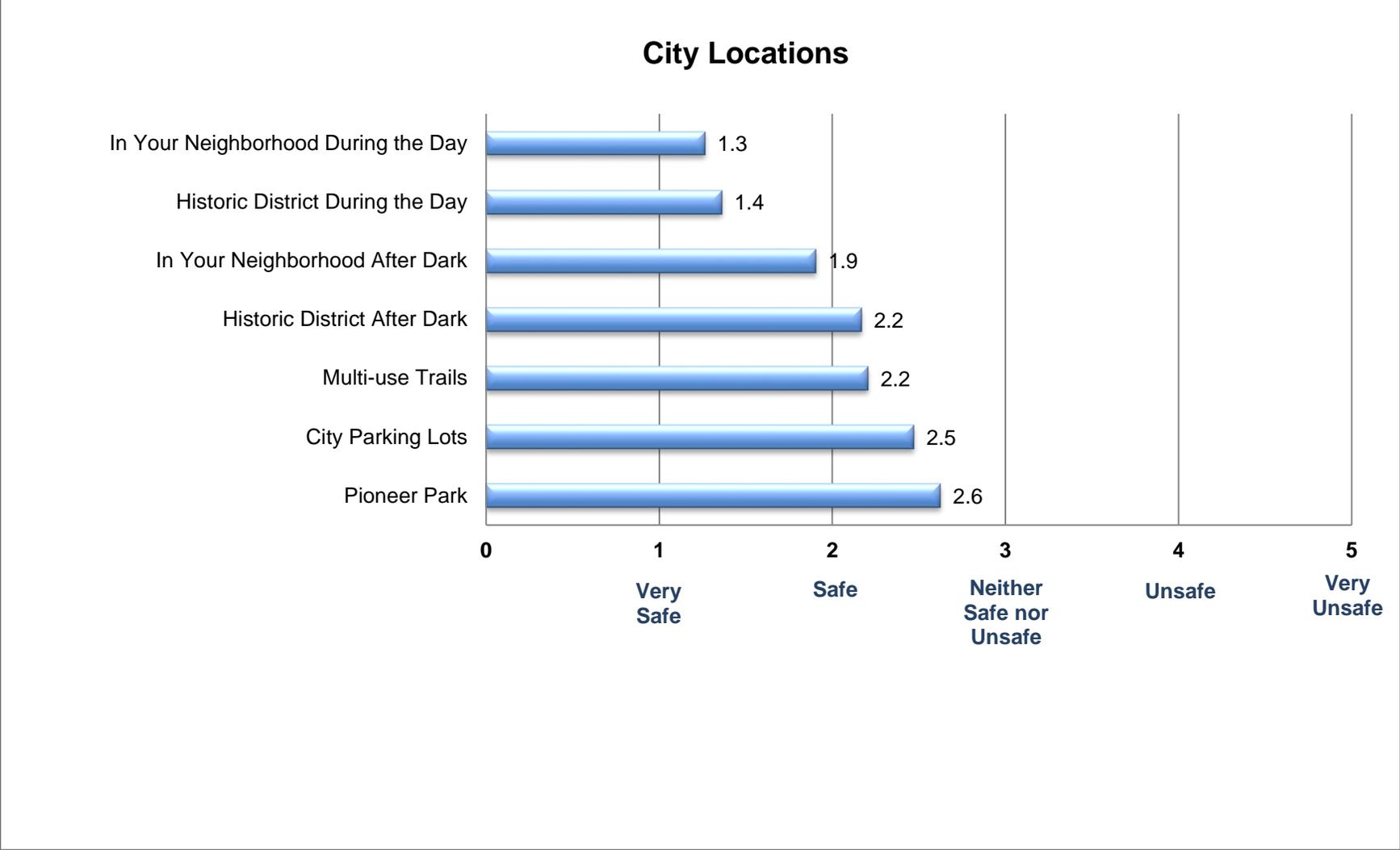
Please rate your level of satisfaction with the following items about life in Nevada City:



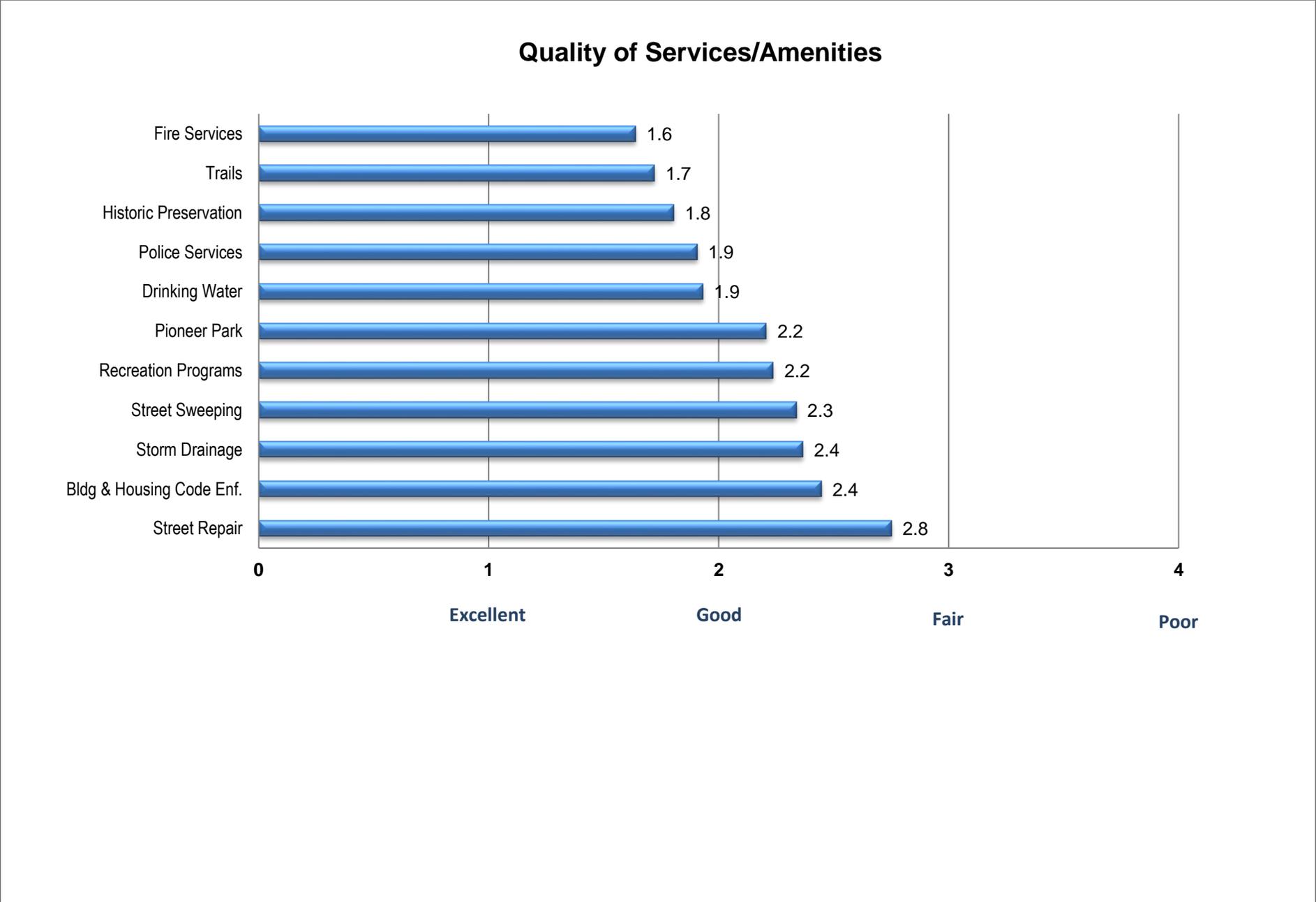
Please rate how safe you feel from each of the following in Nevada City:



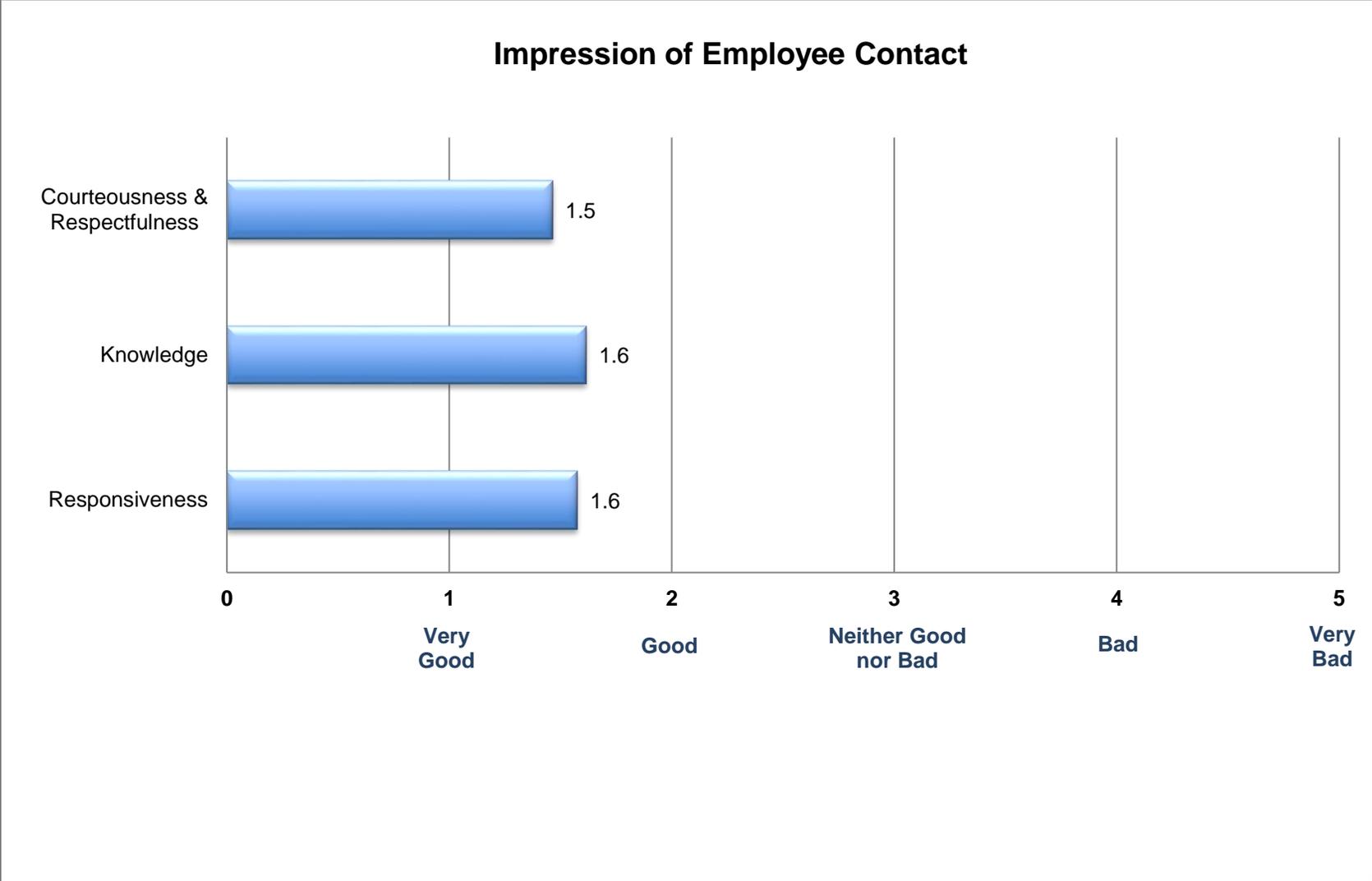
Please tell us how safe you feel in each of the following areas:



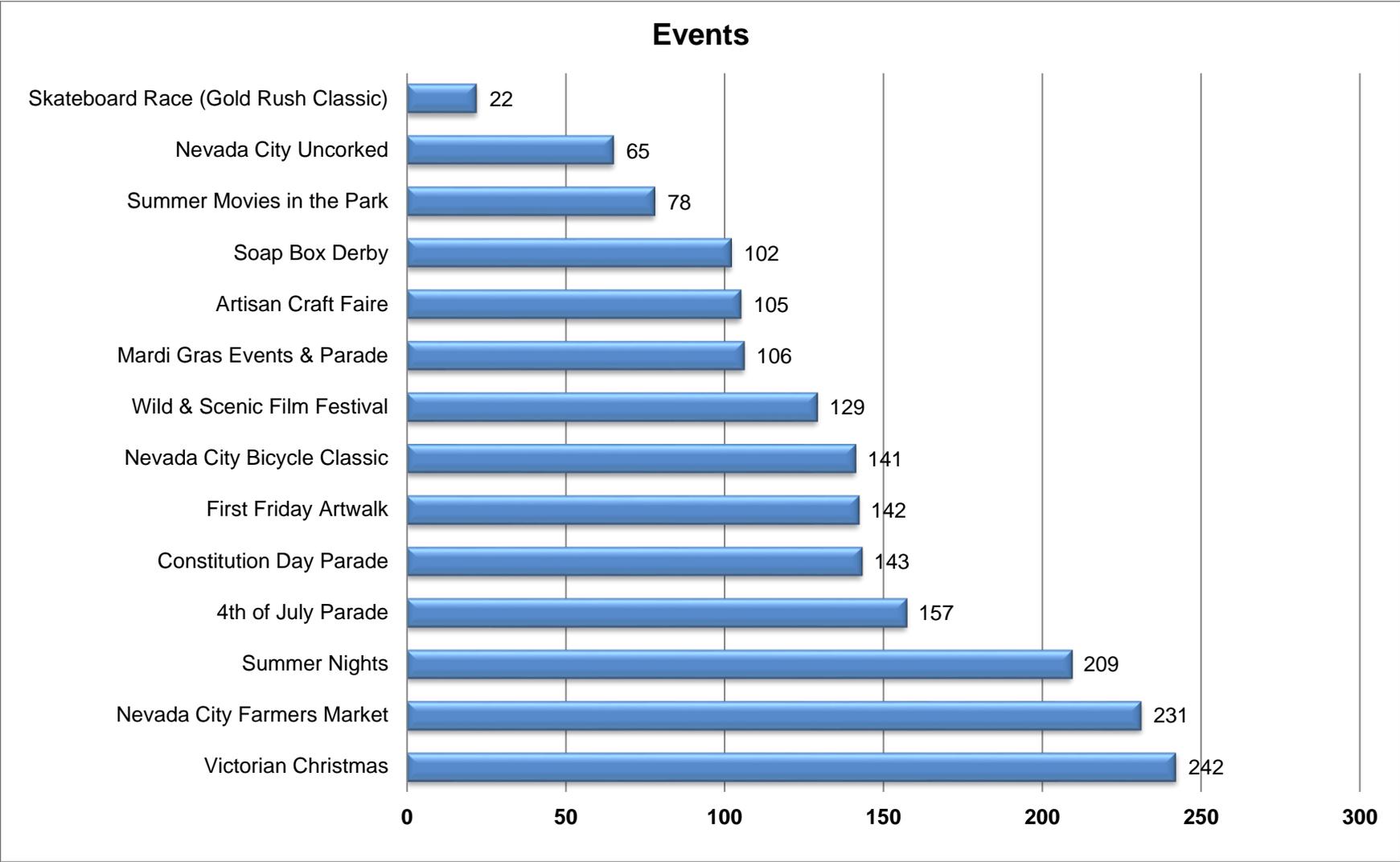
Please rate the following quality of service /amenity:



If you have had phone, in-person or email contact with a City of Nevada City employee in the last 12 months, how would you rate your impression?



Which of the following Nevada City events do you plan to attend in the future? *(mark all that apply)*



2016 CITY OF NEVADA CITY COMMUNITY SURVEY

The City of Nevada City wants to know what you think about our community and municipal government. Please take a few minutes to fill out the Community Survey below and return the survey with your utility payment. Your feedback will help the City set benchmarks for tracking the quality of services provided and help the City Council make decisions that affect our community. Please participate!

QUALITY OF LIFE

1. Please rate your level of satisfaction with the following items about life in Nevada City:

How do you rate . . .	Excellent	Good	Fair	Poor	N.A./ Don't Know
Your overall quality of life in Nevada City					
Overall quality of your neighborhood					
The sense of community in Nevada City					
Nevada City as a place to work					
Nevada City as a place to retire					
Opportunities to attend arts/cultural events					
Access to affordable housing					
Employment opportunities					
Shopping opportunities					
Quality of outdoor recreation options					
Food/restaurant options					
Quality of sidewalks					
Amount of public parking					
Availability of paths and walking trails					
Overall image/reputation of Nevada City					

2. Please rate how safe you feel from each of the following in Nevada City:

	Very Safe	Somewhat Safe	Neither Safe Nor Unsafe	Somewhat Unsafe	Very Unsafe
Violent crime (e.g. rape, robbery, homicide)					
Property crime (e.g. burglary, theft)					
Wildland Fires					
Structural/house fires					
Environmental Hazards, including mine waste					

3. Please tell us how safe you feel in each of the following areas in Nevada City:

	Very Safe	Somewhat Safe	Neither Safe Nor Unsafe	Somewhat Unsafe	Very Unsafe	Don't Know
Historic District during the day						
Historic District after dark						
In your neighborhood during the day						
In your neighborhood after dark						
Pioneer Park						
City parking lots						
Multi-use Trails (e.g. Hirschman's Trail)						

4. Do you have specific comments about your ratings for these areas? _____

5. What would you say are the one or two most important issues facing the City of Nevada City today?

6. What one or two things would you like to see changed to improve the City? _____

CITY SERVICES

7. For each of the following services/amenities provided by the City of Nevada City, please rate the quality of service/amenity.

How do you rate . . .	Excellent	Good	Fair	Poor	N.A./ Don't Know
Police services					
Fire services					
Street repair (potholes, crack repair, etc.)					
Street sweeping					
Drinking water					
Building and Housing Code enforcement					
Storm drainage					
Preserving the City's historic features and attributes					
Trails					
Pioneer Park					
Recreation programs or classes					

8. If you have had phone, in-person or email contact with a City of Nevada City employee in the last 12 months, how would you rate your impression?

	Very Good	Good	Neither Good Nor Bad	Bad	Very Bad	N.A./ Don't Know
Courteousness and respectfulness						
Responsiveness to your needs						
Knowledge						

9. How likely, if at all, would you be to obtain information from the City about things like City Council meetings, community meetings, upcoming programs and events from the following formats?

	Very Likely	Likely	Somewhat Likely	Not at all Likely	N.A./ Don't Know
Email listserve					
Inserts in water utility bill					
City website (www.nevadacityca.gov)					
Public Cable Channel 17					
The Union Newspaper					
Social Media (e.g. Facebook, Twitter, etc.)					
Radio					
Other (Describe: _____)					

BUSINESS/EVENTS

10. How often do you shop or conduct business in...

	Historic District	7-Hills District
Daily (6-7 times per week)	<input type="checkbox"/>	<input type="checkbox"/>
Weekly on weekdays (1-5 times per week)	<input type="checkbox"/>	<input type="checkbox"/>
Weekly on weekends (1-2 times per weekend)	<input type="checkbox"/>	<input type="checkbox"/>
Once or twice per month	<input type="checkbox"/>	<input type="checkbox"/>
Seasonally (1-4 times per year)	<input type="checkbox"/>	<input type="checkbox"/>
Never	<input type="checkbox"/>	<input type="checkbox"/>

11. What other kinds of businesses do you feel Nevada City needs? _____

12. Which of the following Nevada City events do you plan to attend in the future? *(mark all that apply)*

- | | |
|---|--|
| <input type="checkbox"/> Victorian Christmas Street Fair | <input type="checkbox"/> Nevada City Uncorked |
| <input type="checkbox"/> 4 th of July Parade | <input type="checkbox"/> Nevada City Bicycle Classic |
| <input type="checkbox"/> Constitution Day Parade & Events | <input type="checkbox"/> Summer Movies in the Park |
| <input type="checkbox"/> Summer Nights Street Fair | <input type="checkbox"/> Nevada City First Friday Artwalks |
| <input type="checkbox"/> Wild & Scenic Film Festival | <input type="checkbox"/> Nevada City Farmers Market |
| <input type="checkbox"/> Mardi Gras Events & Parade | <input type="checkbox"/> Skateboard Race (Gold Rush Classic) |
| <input type="checkbox"/> Soapbox Derby | |
| <input type="checkbox"/> Artisan Craft Faire (Thanksgiving Weekend) | |

13. What other types of events would you attend if they were held in Nevada City? _____

14. Please share any general comments you would like to add:

ABOUT YOU AND YOUR HOUSEHOLD

15. Do you own or rent your residence?

- Own
- Rent

16. What is your gender?

- Female
- Male

17. Are you currently employed for pay?

- No
- Yes, full-time
- Yes, part-time

18. Do you have any children 17 or under living in your household?

- No
- Yes - If so, how many? _____

19. How many years have you lived in Nevada City?

- Less than 2 years
- 2-5 years
- 6-10 years
- 11-20 years
- More than 20 years

20. Select your age bracket:

- 18-29
- 30-39
- 40-49
- 50-59
- 60-69
- 70-79
- 80 or older

21. Do you have regular, convenient access to the internet?

- Yes
- No

22. What is your zip code?

- 95959 – 3 digit house address (e.g. 317 Broad Street)
- 95959 – 5 digit house address (e.g. 26177 Nevada City Highway)
- Other: _____

23. OPTIONAL. Following the survey, the City may convene focus groups to probe various aspects of feedback provided. If you would like to be considered as a focus group participant, please provide your name and either email address or telephone number below:

Name: _____

Email: _____

Telephone: _____

Please return survey with your utility payment. Thank you for participating!