

# Gridley City Council – Regular Meeting Agenda

Monday, May 20, 2024; 6:00 pm

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

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

The Public is encouraged to attend and participate in person. Comments from the public on agenda items will be accepted until 4 pm on May 20<sup>th</sup>, 2024, via email to [csantana@gridley.ca.us](mailto:csantana@gridley.ca.us) or via the payment/document drop box at Gridley City Hall and will be conveyed to the Council for consideration.

You may view using the following link, ID, and passcode:

[https://us06web.zoom.us/j/81742856438?pwd=oZLVDizTGMo7rochN-DiZP\\_qXIO7-g.IBuDFApT0TVd9x\\_h](https://us06web.zoom.us/j/81742856438?pwd=oZLVDizTGMo7rochN-DiZP_qXIO7-g.IBuDFApT0TVd9x_h)

Webinar ID: 817 4285 6438

Passcode: 638272

Or Telephone:

+1 669 444 9171 US

+1 346 248 7799 US

+1 719 359 4580 US

**CALL TO ORDER** - Mayor Farr

**ROLL CALL**

**PLEDGE OF ALLEGIANCE** – Councilmember Sanchez

**PROCLAMATION** – None

**INTRODUCTION OF NEW OR PROMOTED EMPLOYEES** - None

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

**CONSENT AGENDA**

1. City Council Minutes Dated May 6<sup>th</sup>, 2024
2. Resolution 2024-R-014: A Resolution of the City Council of the City of Gridley Amending the Previously Approved Resolution 2023-R-038 to Correct the Title of the Grant Program from

Outdoor Equity Grants Program (Round Two) to the Correct Title of Gridley MVP Outdoor Program Part 2

3. FY 23/24 Street Reports – State Controllers Office Contract
4. Butte County Developmental Services Contract Extension

**ITEMS FOR CONSIDERATION**

5. Abandonment of Right-of-Way for a Portion of Vermont Street for the Benefit of Gridley Unified School District
6. Council Consideration to Initiate the Acquisition of Right-of-Way for the Capital Improvement Project to Extend Laurel Street from Randolph Avenue to Pacific Flyway Subdivision
7. Resolution No. 2024-R-015: A Resolution to Enter into an Agreement with the State of California Department of Transportation for the Maintenance of Frontage Improvements, Lighting, Landscaping, Irrigation, and any Other Components on the West Side of SR99 State Right-of-Way Contiguous to APN 021-110-033; 03-BUT-099; PM R3.664-R3.744 – Orchard View I Maintenance Agreement
8. Purchase of Mower for Heron Landing, Eagle Meadows Maintenance Districts
9. Eagle Meadows Well Emergency Repair
10. Resolution No. 2024 -R-016: A Resolution of the City of Gridley to Enter into an Agreement with the Law Firm of Jones Mayer, PLC for the Purposes of Exploring the Feasibility and Potentially Moving Forward with Commencement of Health & Safety Code Receiverships Concerning Abatement of Existing Nuisance and Dangerous Conditions of Private Property Existing Upon Two (2) Separate Properties Located within the City Limits of the City of Gridley, those being 110 Virginia Street and 390 Virginia Street, Respectively, and to Authorize the City Administrator to Execute the Legal Services Fee Agreement Related Thereto

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

**CITY ADMINISTRATOR REPORTS** - *Brief updates and reports on conferences, seminars, and meetings attended by the City Administrator, if any.*

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

|  |          |
|--|----------|
| Budget Study Session                         | 6/3/2024 |
| Travel Policy                                | 6/3/2024 |
| Procurement Policy                           | 6/3/2024 |
| Unfunded Accrued Liability/Section 115 Trust | 6/3/2024 |
| FY 2022/2023 Financials                      | 6/3/2024 |

## **CLOSED SESSION**

11. Closed session discussion with legal counsel – Existing Litigation – Case: Tyrell Ford vs. City of Gridley, City Council of Gridley and Does 1- 100, Butte County Superior Court Case No. 24VC01420

**ADJOURNMENT** – adjourning to a Regular meeting on June 3, 2024.

**NOTE 1: POSTING OF AGENDA-** This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., May 17<sup>th</sup>, 2024. This agenda along with all attachments is available for public viewing online at [www.gridley.ca.us](http://www.gridley.ca.us) and at the Administration Counter in City Hall, 685 Kentucky Street, Gridley, CA.

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



# **Gridley City Council – Regular Meeting Minutes**

Monday, May 6, 2024; 6:00 pm

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

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

## **CALL TO ORDER**

**Mayor Farr called the meeting to order at 6:00 pm.**

## **ROLL CALL**

### **Councilmembers**

Present: Farr, Roberts, Calderon, Johnson, Sanchez  
Absent: None  
Arriving after roll call: None

Staff Present: Elisa Arteaga, City Administrator  
Todd Farr, Interim Police Chief  
Tony Galyean, City Attorney  
Martin Pineda, Finance Director  
Ross Pippitt, Utility Director

## **PLEDGE OF ALLEGIANCE**

**Vice Mayor Johnson led the Pledge of Allegiance.**

## **PROCLAMATION – None**

## **INTRODUCTION OF NEW OR PROMOTED EMPLOYEES**

**Interim Police Chief Todd Farr introduced the new public safety dispatcher, Kourtney Nunes.**

## **COMMUNITY PARTICIPATION FORUM**

**Christian Garcia of Waste Management spoke about the recent concerns surrounding Waste Management’s recent attempt to collect unpaid balances. Garica stated that moving forward he plans to work one on one with City residents that need assistance.**

**Bob King, Gridley Resident, shared the concerns he has with Waste Management and informed Council of a few billing discrepancies related to his properties.**

## **CONSENT AGENDA**

1. City Council Minutes Dated April 15, 2024
2. Resolution 2024-R-010: A Resolution of The City of Gridley Authorizing the Amendment of Eide Bailly's Contract for FY 2023/2024 – *amendment approved at April 15<sup>th</sup> regular meeting*
3. Resolution 2024-R-011: A Resolution of the City of Gridley Authorizing the amendment of RSG's Contract for FY 2023/2024 – *amendment approved at April 15<sup>th</sup> regular meeting*
4. February and March 2024 Expenditure Reports

**Motion: to approve consent agenda as presented.**

**MOTION: Roberts**

**SECOND: Calderon**

**ROLL CALL VOTE: 5-0**

**Ayes: Roberts, Johnson, Calderon, Farr, Sanchez**

#### **ITEMS FOR CONSIDERATION**

5. FY 2021/2022 Audit Report

**Finance Director Martin Pineda presented the FY 2021/2022 Audit Report and quickly highlighted the findings. Pineda explained that new and existing policies are being established and updated that will address previous repeat findings.**

**Sheldon Chavan with Chavan and Associates gave Council an overview of the important findings and recommendations and explained that the City ultimately received their opinion letter where the opinion was "unmodified" which is the best possible opinion to be received during an audit.**

**Councilmember Sanchez had questions related to the details of the audit to which Pineda and Chavan were able to answer all her questions.**

**Motion: to accept the FY 2021/2022 audit reports**

**MOTION: Calderon**

**SECOND: Roberts**

**ROLL CALL VOTE: 5-0**

**Ayes: Roberts, Johnson, Calderon, Farr, Sanchez**

6. Temporary Property Lease Request from Pacific Gas and Electric Company for Lot 7 at the Industrial Park

**City Administrator Elisa Arteaga presented the proposed temporary lease agreement for lot 7 at the Industrial Park, a City owned lot, and explained the permit would allow PG&E to stage their equipment closely and work swiftly to complete their pipeline construction project.**

**Motion: to approve the temporary lease agreement with PG&E for lot 7 at the Industrial Park.**

**MOTION: Johnson**

**SECOND: Sanchez**

**ROLL CALL VOTE: 5-0**

**Ayes: Roberts, Johnson, Calderon, Farr, Sanchez**

7. Resolution 2024-R-012: A Resolution of the City Council of the City of Gridley Authorizing the Finance Director to Write Off \$34,484.82 in Delinquent Utility Accounts from Calendar 2019 to 2023

**Finance Director Martin Pineda presented the write off request to Council and explained that the finance department has taken measures to ensure the accounts considered for write-off were either unable to be transferred to another open account the party responsible for the balance may have and/or that the responsible party is unable to be contacted. Pineda also noted that the total amount for write-offs has decreased over time due to the steps taken by our finance team at the opening of utility accounts.**

**Motion: to authorize the Finance Director to write-off \$34,484.82 in delinquent utility accounts.**

**MOTION: Roberts**

**SECOND: Sanchez**

**ROLL CALL VOTE: 5-0**

**Ayes: Roberts, Johnson, Calderon, Farr, Sanchez**

8. Resolution 2024-R-013: A Resolution to Enter into an Agreement with the State of California Department of Transportation for the Maintenance of Frontage Improvements, Lights, Landscaping, Irrigation, and any other Components withing the SR 99 Right-Of-Way Corridor: 03-BUT-099, PM 3.10-5.00

**City Administrator Arteaga presented the staff report and explained the agreement would be with Caltrans to have the City maintain the frontage improvements that are constructed as a result of the SHOPP project that is anticipated to begin construction in mid-2025. City Administrator Arteaga stated that although the agreement does not bring any financial impact to the City at this time, the Public Works Department would need to hire a minimum of 2 additional full time employees after construction.**

**After discussion was had about the SHOPP project, a motion was made.**

**Motion: to approve the maintenance agreement with Caltrans.**

**MOTION: Calderon**

**SECOND: Sanchez**

**ROLL CALL VOTE: 4-1**

**Ayes: Roberts, Calderon, Sanchez, Farr**

**Noes : Johnson**

## CITY STAFF AND COUNCIL COMMITTEE REPORTS

Councilmember Calderon reported on his attendance at the Behavioral Health Advisory Board meeting.

Vice Mayor Johnson reported on his attendance at the LAFCO meeting.

City Attorney Tony Galyean reported that there has been progress on the abatement process for the Vermont St lots and he plans to bring it to the next Council meeting for a full report.

## CITY ADMINISTRATOR REPORTS

City Administrator Elisa Arteaga reported on her attendance at the Butte County City Clerks Election meeting and also reported on her meetings regarding the sale of Industrial Park lots.

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

|   |           |
|---|-----------|
| Gridley Unified School District Land Dedication (Laurel Street) | 5/20/2024 |
| Travel Policy   | 5/20/2024 |
| Procurement Policy  | 5/20/2024 |
| Accounting Services RFP   | 5/20/2024 |
| FY 2022/2023 Financials   | 5/20/2024 |
| Caltrans SHOPP Presentation                                     | 5/20/2024 |
| Housing Element   | 5/20/2024 |
| Budget Study Session #1   | 5/20/2024 |

## CLOSED SESSION

Council went into closed session at 7:45 and came out with the following reportable actions:

9. Closed Session Conference with Labor Negotiators Pursuant to Government Code 54957.6 Concerning Management MOU Contract and Benefits

**Motion: approval for Principal Planner job description, salary, and direct Human Resources to begin recruitment on the position.**

**MOTION: Roberts**

**SECOND: Johnson**

**ROLL CALL VOTE: 5-0**

**Ayes: Roberts, Johnson, Calderon, Farr, Sanchez**

10. Closed Session Conference with Labor Negotiators Pursuant to Government Code 54957.6 to Meet and Confer with IBEW1245

**Motion: authorize City Administrator to negotiate and amend the IBEW 1245 Electric Series.**



**MOTION: Roberts**  
**SECOND: Johnson**

**ROLL CALL VOTE: 5-0**

**Ayes: Roberts, Johnson, Calderon, Farr, Sanchez**

11. Closed Session Discussion with Legal Counsel Pursuant to Government Code 54956.95 to Discuss Liability Claims Presented to the City by Claimant Michael Alvarez

**Direction: City Attorney to notify Michael Alvarez the claim was rejected.**

**ADJOURNMENT**

**With no other items left to discuss, Mayor Farr adjourned to the next regular Council meeting on May 20, 2024.**

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**Elisa Arteaga, City Administrator**



**City Council Agenda Item #2**  
Staff Report

**Date:** May 20<sup>th</sup>, 2024

**To:** Mayor and City Council

**From:** Ashley Ayala, Recreation Coordinator

|                                     |           |
|-------------------------------------|-----------|
| <input checked="" type="checkbox"/> | Regular   |
| <input type="checkbox"/>            | Special   |
| <input type="checkbox"/>            | Closed    |
| <input type="checkbox"/>            | Emergency |

**Subject:** Resolution 2024-R-014 Amending Resolution 2023-R-038

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**Recommendation**

City staff respectfully request Council approve the Resolution to amend the previously adopted Resolution 2023-R-038 to correct the title of the grant program as Gridley MVP Outdoor Program Part 2

**Background**

Resolution No. 2023-R-038 was adopted by the City Council of the City of Gridley on November 20th, 2023. The resolution pertained to the submittal of an application for what was initially referred to as the "Outdoor Equity Grants Program (Round Two)." Subsequent review has revealed an error in the title of the grant program.

Upon review, it has been discovered that the language in the 5th bullet of Resolution No. 2023-R-038 inaccurately referenced the grant program as the "Outdoor Equity Grants Program." The correct title of the grant program should be the "Gridley MVP Outdoor Program Part 2."

**Financial Impact**

There are no direct financial implications associated with this amendment. It solely pertains to the correction of a title in an existing resolution.

**Attachments**

- Resolution 2024-R-014
- Resolution 2023-R-038



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY AMENDING THE PREVIOUSLY APPROVED RESOLUTION 2023-R-038 TO CORRECT THE TITLE OF THE GRANT PROGRAM FROM OUTDOOR EQUITY GRANTS PROGRAM (ROUND TWO) TO THE CORRECT TITLE OF GRIDLEY MVP OUTDOOR PROGRAM PART 2**

**WHEREAS**, Resolution No. 2023-R-038 was adopted on November 20<sup>th</sup>, 2023 and

**WHEREAS**, it has been determined that the language in the 5<sup>th</sup> bullet reads “Approves the filling of an application for the Outdoor Equity Grants Program” but it should read “Approves the filling of an application for the Gridley MVP Outdoor Program Part 2”

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Gridley that:

1. The approved application title of the resolution previously adopted on November 20<sup>th</sup>, 2023 known as Resolution 2023-R-038, is hereby amended to read as follows: A Resolution Of the City Council Of The City Of Gridley Amending The Previously Approved Resolution 2023-R-038 to Correct the Title of the Grant Program from Outdoor Equity Grants Program (Round Two) to the Correct Title of Gridley MVP Outdoor Program Part 2
2. All other provisions of the original resolution, including its content and intent, remain unchanged.
3. This amendment shall take effect immediately upon its adoption.

**I HEREBY CERTIFY** that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on May 20<sup>th</sup>, 2024, by the following vote:

AYES: COUNCIL MEMBERS  
NOES: COUNCIL MEMBERS  
ABSTAIN: COUNCIL MEMBERS  
ABSENT: COUNCIL MEMBERS

ATTEST:

APPROVE:

\_\_\_\_\_  
Elisa Arteaga, City Clerk

\_\_\_\_\_  
Michael W. Farr, Mayor

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPROVING THE APPLICATION FOR THE  
OUTDOOR EQUITY GRANTS PROGRAM GRANT FUNDS**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Outdoor Equity Grants Program, setting up necessary procedures governing the application; and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

**WHEREAS**, successful Applicants will enter into a contract with the State of California to complete the Grant Scope program;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby, APPROVES THE FILING OF AN APPLICATION FOR THE Outdoor Equity Grants Program (Round Two); and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the program(s) included in this application, the sufficient funds to complete the program(s); and
2. Certifies that if the grant is awarded, the Applicant has or will have sufficient funds to operate the program(s) as described in the Grant Selection Criteria response, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the City Administrator to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines; and

**I HEREBY CERTIFY** that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on November 20<sup>th</sup>, 2023, by the following vote:

AYES: COUNCIL MEMBERS Johnson, Farr, Sanchez, Calderon, Roberts

NOES: COUNCIL MEMBERS None

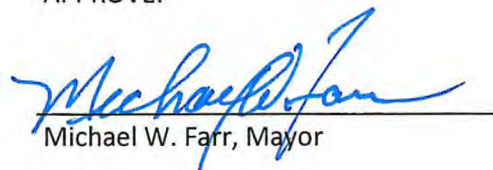
ABSTAIN: COUNCIL MEMBERS None

ABSENT: COUNCIL MEMBERS None

ATTEST:

  
Cliff Wagner, City Clerk

APPROVE:

  
Michael W. Farr, Mayor

**City Council Agenda Item #3**

Staff Report

**Date:** May 20, 2024  
**To:** Mayor and City Council  
**From:** Finance Director, Martin Pineda

|                                     |           |
|-------------------------------------|-----------|
| <input checked="" type="checkbox"/> | Regular   |
| <input type="checkbox"/>            | Special   |
| <input type="checkbox"/>            | Closed    |
| <input type="checkbox"/>            | Emergency |

**Subject:** FY 2023-2024 Streets Report – State Controllers Office Contract

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**Recommendation**

Staff respectfully requests that the Mayor and City Council consider and approve the proposal for the State Controllers Office (SCO) to prepare the annual Street Report for the City of Gridley, for an amount not to exceed \$2,800.

**Background**

The Streets Report is one of many annual reports the City of Gridley must file. The SCO has assisted the city in the past with the preparation and submission of this report. To abide by Section 2151 of the California Streets and Highway Code that requires cities to file with the SCO on or before December 1 of each year. The SCO will work with Finance staff to complete the report in a timely manner and discuss the findings. The proposal is attached outlining the scope of services.

**Fiscal Impact**

There is no impact to the General Fund as the contract can be charged to the Gas Tax Funds (Special Revenue Fund) in an amount not to exceed \$2,800.

**Compliance with City Council Strategic Plan or Budget Goals**

The City Council and City staff are committed to provide the best possible financial practices and the highest possible transparency regarding all financial transactions.

**Attachments**

Gridley\_FY 2023-24\_ASR Contract Letter



MALIA M. COHEN  
CALIFORNIA STATE CONTROLLER

May 1, 2024

Martin Pineda  
Finance Director  
City of Gridley  
685 Kentucky Street  
Gridley, CA 95948

Dear Mr. Pineda:

The State Controller's Office, Division of Audits, is available to assist in preparing your fiscal year 2023-24 Annual Street Report on a cost-recovery basis. The estimated cost for our assistance should not exceed \$2,800. This preparation fee may be charged to your Special Gas Tax Street Fund.

If you would like our office to provide this service, please complete and return:

- The Contract for Services to Prepare the Annual Street Report; and
- The Contract Information Sheet for scheduling assistance.

Please return the above documents by June 17, 2024, to the State Controller's Office, Division of Audits, Local Government Audits Bureau, by email at [AUDStreetsRoads@sco.ca.gov](mailto:AUDStreetsRoads@sco.ca.gov).

Scheduling priority will be given to those who respond promptly. If you have any questions, please email us or contact Lisa Tam at (916) 323-5932.

Sincerely,

*Original signed by*

JORDAN INABNIT, CPA, Audit Manager  
Local Government Audits Bureau  
Division of Audits

Jl/lt

Enclosures





MALIA M. COHEN  
CALIFORNIA STATE CONTROLLER

CONTRACT FOR SERVICES TO PREPARE  
THE ANNUAL STREET REPORT

This contract is executed between the State Controller's Office (SCO), Division of Audits and the City of Gridley.

Whereas Section 2151 of the California *Streets and Highways Code* requires cities to file with the SCO on or before December 1 of each year, an Annual Street Report; and

Whereas the SCO is able to furnish and the city wishes to receive the services of the SCO to prepare its report; now therefore, in consideration of the following promises and conditions, the parties hereby agree that:

- I. For the fiscal year ended June 30, 2024, the SCO shall assist in the preparation of the city's report, a non-audit service.
- II. The report shall be in the form prescribed by the SCO.
- III. The report shall include a statement of all revenues and expenditures concerning city streets, and shall be prepared from the city's records made available to the SCO.
- IV. The report will be prepared from the city's unaudited records, and no determination shall be made at time of preparation regarding the accuracy of the records or the legality of the expenditures reported herein.
- V. The city understands that the report is subject to subsequent review by the SCO and exceptions may be taken at the time regarding the legality of expenditures contained in the report, the accuracy of the records from which the report was prepared, or the accuracy of the report.
- VI. The SCO will furnish sufficient personnel to complete the report on or before the report's filing due date of December 1, 2024, except that the SCO is excused from such date if the city's accounting records and personnel are not ready for the preparation of the report at the time scheduled by the SCO and the city, or if circumstances beyond the control of the parties prevent completion.
- VII. The city understands that this contract does not extend the filing due date of the report, and does not exempt the city from SCO's withholding of highway users tax fund allocations if the city is delinquent in filing the report, in accordance to Section 2155 of the California *Streets and Highways Code*.
- VIII. The city will designate a management-level individual to be responsible and accountable for overseeing the non-audit service.

- IX. The city will establish and monitor the performance of the non-audit service to ensure that it meets management’s objectives.
- X. The city will make any decision that involves management functions related to the non-audit service and accept full responsibility for such decisions.
- XI. The city will evaluate the adequacy of the services performed and review the completed report for accuracy.
- XII. The SCO will furnish one copy of the completed report to the city.
- XIII. This contract is subject to the SCO’s charges for services rendered, and such charges shall be computed in accordance with Sections 9210 and 9211 of the *State Administrative Manual*. Charges shall include both direct and indirect costs, and shall be expressed in dollars per unit time whenever possible.
- XIV. Except as provided in paragraph XV, the aggregate cost of services provided under this agreement shall not exceed \$2,800.
- XV. If unforeseen circumstances develop during the course of the SCO’s preparation of the report and additional time is needed to complete preparation, the parties will confer; and if it is agreed that the preparation of the report is to continue, the SCO is to be compensated for any additional time required. In any case, the SCO shall be compensated for services rendered prior to the development of such unforeseen circumstances.
- XVI. The city will pay the SCO for services rendered in a timely manner (including additional time pursuant to paragraph XV) and hereby warrants that funds are available from which payment may be made.
- XVII. Either party may terminate this contract by giving seven days written notice. Notice is effective upon receipt. SCO will give notice to the city’s contracting officer or authorized representative. Notice to SCO may be served by e-mail at [AUDStreetsRoads@sco.ca.gov](mailto:AUDStreetsRoads@sco.ca.gov). During the seven-day period, the SCO may continue with the preparation of the report then in progress.

City of Gridley

MALIA M. COHEN  
California State Controller

Signature:

Date:

Signature:

Date:

Printed Name:

KIMBERLY TARVIN, CPA  
Chief, Division of Audits

Title:

Address:

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MALIA M. COHEN  
CALIFORNIA STATE CONTROLLER

ANNUAL STREET REPORT  
CONTRACT INFORMATION SHEET

**CITY NAME:**

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**CITY FISCAL OFFICER:**

Name: (Mr. or Ms.)

Title:

E-Mail Address:

Telephone Number:

**PUBLIC WORKS DIRECTOR:**

Name: (Mr. or Ms.)

Title:

E-Mail Address:

Telephone Number:

**ANNUAL STREET REPORT CONTACT PERSON:**

Name: (Mr. or Ms.)

Title:

E-Mail Address:

Telephone Number:

Mailing Address:

Billing Address (If different from mailing address):

THE ANNUAL STREET REPORT IS DUE ON **DECEMBER 1**.  
AN SCO AUDITOR WILL CONTACT THE CITY TO SCHEDULE THE REPORT PREPARATION  
UPON RECEIPT OF THE SIGNED CONTRACT.



**City Council Agenda Item #4**  
Staff Report

**Date:** May 20, 2024  
**To:** Mayor and City Council  
**From:** Elisa Arteaga, City Administrator

|          |           |
|----------|-----------|
| <b>X</b> | Regular   |
|          | Special   |
|          | Closed    |
|          | Emergency |

**Subject:** Butte County Developmental Services Contract Extension

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**Recommendation**

City staff respectfully recommends that the City Council approve the contract extension with Butte County for Developmental Services.

**Background**

In 2017, the City entered into a contract for services with Butte County Developmental Services and in 2020 the contract was extended another 4 years. The expiration date of the current contract with Butte County is 6/30/2024. This amendment to the Contract will allow the City to continue to work with the County to provide Gridley residents with permitting and building inspection services to ensure the safety and construction standards are being met.

The amendment to the contract is to simply extend the expiration date to December 31, 2025, to allow both City staff, County staff and Council to re-negotiate the terms of the contract moving forward.

**Financial Impact**

The financial impact will remain the same as in previous years. Without this contract, the city would have to create additional in-house positions that can greatly exceed the amount of this contract.

**Compliance with City Council Strategic Plan or Budget Goals**

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

**Attachments**

- Current Proposed Contract Extension 2024
- 2020 Contract Extension
- 2017 Contract



COUNTY OF BUTTE

R 41735

CONTRACT NO.

BUTTE COUNTY CONTRACT ADMINISTRATION  
REQUEST FOR REVENUE CONTRACT REVIEW

ORIGINAL

To Be Completed By Submitting Department  
(A MINIMUM OF TWO ORIGINALS & THREE COPIES OF THE CONTRACT MUST BE ATTACHED)

Approval Authority:  Board of Supervisors  General Services  Department

Date: 3/16/17

Dept. Contact: Ken Colwell

Phone #: 530-538-6581

Name of Contractor/Grantor/Lessee: City of Gridley

Title of Contract: Professional Building Services, Building Code Enforcement contract

Brief Description of Provision: Provision of Building Intake, Plan Check, Inspection and Substandard Housing

Dept. Name: DDS

Cost Ctr #: 4402300

Account #: 422000

Project #:

Expected Revenue in Current Fiscal Year: 0

Total Contractual Revenue: 0-3,000

Contractor/Grantor/Lessee: City of Gridley

Payment Frequency:  MONTHLY  QTRLY  ANNUALLY  
 OTHER (EXPLAIN): Revenue is from applicants wishing to build within  
The city of Gridley. Applications for permits are charged as applicants  
would be charged in unincorporated area of county. Revenue based on  
applications

Term Begin Dt:  
7/1/2017

Term End  
6/30/2020

BUTTE COUNTY  
MAR 16 2017  
GENERAL SERVICES

If applicable, has request for new Revenue Account been  
submitted to Auditor's Office?  YES  NO

If "NO", and a new account is needed, please prepare a Request for Revenue Account  
Form and submit to the Auditor-Controller's Office. This will prevent funds from  
needing to be placed in Auditor's Suspense Account.

Is this unanticipated revenue?  YES  NO

Board Agenda Date:

Is Board of Supervisors Approval Required?  YES  NO

NOTE: If Board approval is required and the transaction has already been  
submitted this sheet should be YELLOW

Does acceptance of these funds require additional staffing that cannot be identified as temporary and/or strictly dependent upon  
the availability of these funds?  Yes  No

Does acceptance of these funds require the addition of fixed asset(s)  Yes  No

If "Yes" are the assets to be used and/or disposed of in accordance with grant guidelines?  Yes  No

If "Yes" are the assets to be liquidated and/or surplused back to the grantor (see below)?  Yes  No

Grant Funds

Does this grant include ANY Federal funds, direct or indirect?  Yes  No

NOTE: Acceptance of grant or program funds may require compliance with laws and regulations to ensure the funds through forthcoming  
Audits. Signature to this page and submission of this contract by Department Head or Delegate stipulates compliance with any and all grant  
requirements including but not limited to regulatory compliance and availability of matching funds.

When fully routed send directly to COB

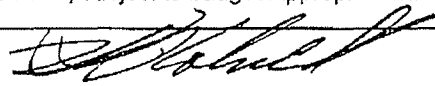
When fully routed notify dept contact for instruction

The undersigned hereby certifies that the attached contract compliance requirements and matching funds (if applicable) have been  
disclosed and acceptance of this contract and the associated revenue is in compliance with the Butte County Ordinance, the Contracts  
Purchasing Policy & Procedure Manual, and Butte County Fiscal Control, subject to budget Appropriation.

Typed or Printed Name of Dept Head or Delegate  
Ken Colwell

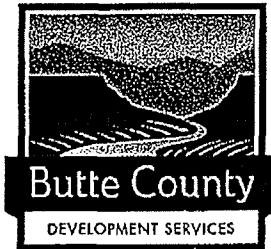
Signature of Department Head or Delegate

Date

 3/16/17

FOR REVIEW RECORDS ONLY

| Review                             | Received | Log Out | Comments or Notations | Reviewer     |
|------------------------------------|----------|---------|-----------------------|--------------|
| General Services Review:           | 3/16/17  | 4/4/17  | 4402300 422000        | 0767 J. Wood |
| Auditor Controller Review : R41735 | 4/4/17   | 4/6/17  |                       |              |
| County Counsel:                    | 4/6/17   | 4/10/17 |                       | BSA          |
| General Services:                  | 4/11/17  | 4/11/17 |                       | 02           |



Department of Development Services

Tim Snellings, Director  
Pete Calarco, Assistant Director

7 County Center Drive  
Oroville, California 95965

T: 530.538.7601  
F: 530.538.7785

[buttecounty.net/dds](http://buttecounty.net/dds)

COUNTY OF BUTTE

41735

# MEMORANDUM

CONTRACT NO.

DATE: 3/16/2017  
TO: Auditors  
County Counsel  
General Services

FROM: Kenneth Colwell  
RE: Execution of Contract

RECEIVED  
BUTTE COUNTY  
BUTTE COUNTY COUNSEL  
2017 APR -6 AM 10:57

Please have this Contract signed and returned  
on or before April 10, 2017.

Thank you.

Kenneth Colwell



R 41735

REVENUE CONTRACT

This Contract, dated as of the last date executed by the Parties hereto is between the CITY Of Gridley, California, a municipal corporation identified below in the Variable Information Table hereinafter referred to as "CITY" and County of Butte, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

| VARIABLE INFORMATION TABLE   |  |  |  |                       |             | R |
|--|--|--|--|-----------------------|-------------|---|
| Term of This Contract (Complete Dates in Just One of the Following Two Rows) |  |  |  |                       |             |   |
| √<br>Below<br>Term Begins  |  |  | Term Completion Date                                     |                       |             |   |
| On Following Date: July 01, 2017   |  |  | Through Following Date: June 30, 2020                    |                       |             |   |
| Upon Last Date Executed by Agency:   |  |  | Calendar Days Following Execution of Contract by Agency: |                       |             |   |
| Project Name   | Agreement For Professional Building Services Between - CITY Of Gridley |  | Fiscal Year(s)   | 2017-2020             |             |   |
| Terms  | Basis of Price (Do Not √ More Than One of the Following Four Blocks)   |  |  |                       |             |   |
| Price  | OTHER see scope of work  | Fixed Price  | Annual Price   | Monthly Price         | Hourly Rate |   |
| Not-to-Exceed Price  |  | √ if Reasonable Expenses are authorized in addition to Hourly Rate |  |                       |             |   |
| CITY Contact Information   |  |  | COUNTY Contact Information                               |                       |             |   |
| Project Manager  | City Administrator   |  | Project Manager  | Nancy Springer, BDM   |             |   |
| Agency   | City of Gridley  |  | Department   | Development Services  |             |   |
| Address  | 685 Kentucky St  |  | Address  | 7 County Center Drive |             |   |
| CITY, State & ZIP  | Gridley, CA 95948  |  | CITY, State & ZIP  | Oroville, CA 95965    |             |   |
| Telephone  | (530) 846-5695   |  | Telephone  | (530) 538-6861        |             |   |

WHEREAS, CITY desires to retain services including but not limited to the performance of building plan checks and inspections; and

WHEREAS, the COUNTY possesses the skill, experience, ability, background, certification, knowledge and is specially trained to complete services including but not limited to building plan checks and inspections;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions
- Attachment II – Scope of Work

This Contract and the above listed Attachments represent the entire undertaking between the parties.

CITY

By \_\_\_\_\_  
 Frank Hall, Mayor  
 City of Gridley

COUNTY

By Tamara Ingersoll 4-11-17  
 Tamara Ingersoll  
 Contracts Manager, OOC - General Services

By \_\_\_\_\_  
 REVIEWED AS TO FORM  
 TONY GALYEAN  
 CITY OF GRIDLEY LEGAL COUNSEL

By \_\_\_\_\_  
 REVIEWED AS TO FORM  
 BRUCE S. ALPERT  
 BUTTE COUNTY COUNSEL

By Janette Woods 4/4/17  
 REVIEWED FOR CONTRACT POLICY COMPLIANCE,  
 GENERAL SERVICES CONTRACT DIVISION, GSD

Approved for fiscal control, subject to budget appropriation  
 Auditor's Office  
 By \_\_\_\_\_

**ATTACHMENT II  
SCOPE OF WORK**

**DUTIES OF THE COUNTY**

1. **COUNTY shall perform:**
2. Building permit application, building permit fee collection, plan review and inspection for building permits which are required and signed-off by the CITY, based upon current adopted COUNTY building permit fees in accordance with the latest adopted Chapter 3, Article IV § 3-40 through 3-41 of the Butte County Ordinance . COUNTY may utilize outside contract consultant services at its discretion.
3. Building Code Enforcement provided shall be at the COUNTY'S hourly rate in accordance with the latest adopted building permit fees per Chapter 3, Article IV § 3-40 through 3-41 of the Butte County Ordinance. Building Code Enforcement for identification of sub-standard or uninhabitable buildings and structures, shall be at the written request of CITY. COUNTY shall report findings to CITY and, upon receipt of written direction from the CITY, COUNTY shall follow-up with any related actions relative to that determination.
4. Court testimony as requested in writing (and/or via subpoena). COUNTY shall notify CITY upon receipt of any subpoena.
5. Retention, reporting and maintenance of records.
6. Provide California Accessibility Specialist (CASP) in accordance with California State law. COUNTY may use outside contract consultant as needed.
7. County shall not issue a final Certificate of Occupancy (C of O) until such time as the City of Gridley signs off that all CITY requirements have been satisfied.
8. **Other Services.** At any time during the term of this Agreement, CITY may request that COUNTY perform Other Services.
  - a. As used herein, "Other Services" means any work which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and therefore are not delineated in this agreement.
  - b. Other Services shall be charged to the CITY at an hourly rate in accordance with the latest adopted Chapter 3, Article IV § 3-40 through 3-41 of the Butte County Ordinance (see also compensation below).
  - c. COUNTY shall not perform, nor be compensated for, other Services without prior written authorization from CITY. No statement herein shall preclude the execution of a separate contract for Other Services.
9. **COUNTY'S Books, Records and Reports.**
  - a. COUNTY shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to CITY permit applicants for a minimum period of two (2) years, or for any longer period required by law, from the date of final payment to COUNTY to this Agreement.
  - b. COUNTY shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of two (2) years, or for any longer period as required by law, from the date of termination or completion of this Agreement.
  - c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during COUNTY's regular business hours, upon written request by CITY. Records shall be available at COUNTY's address indicated for receipt of notices

in this Agreement. If the documents requested by the CITY are available in an electronic format, the COUNTY shall provide such documents to the CITY via electronic delivery methods if requested.

- d. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of COUNTYs business, CITY may, by written request, require that custody of the records be given to the CITY and that the records and documents be maintained by CITY.
  - e. COUNTY shall, at COUNTY's expense, provide standard electronic permit system monthly activity reports which include permit information as to type, sub-type, number of permits issued, valuation and fees charged.
  - e. COUNTY shall provide copies of available plans, studies, documents, and other writings to CITY within ten (10) business days upon receipt of a written request by CITY.
10. **Standard of Review.** The COUNTY shall process all CITY building permit applications in a manner and timeframe substantially consistent with the manner and timeframes provided for COUNTY building permit applications. The COUNTY shall not systematically prioritize either COUNTY or CITY building permit applications to the detriment of the timely review of the other.
11. **Expedited Services.** The CITY or COUNTY may determine that a specific project represents a "high-priority" project providing the potential to result in revenue enhancement or measureable job creation whereby the assignment of a priority for expediting a project may be provided. In the event that it is determined by the CITY that a project of "high-priority" exists, the CITY shall notify the COUNTY in writing of such a determination and the COUNTY agrees to prioritize the review of the project application acknowledging the limitations of staff resources, expertise and/or existing contractual obligation. CITY acknowledges there is an Expedited Plan Check Fee as well as After Hours (Scheduled) Call-Out Fee that, if required, shall be charged the CITY for expedited plan check and any expedited inspections that cause COUNTY employees to work beyond their normally scheduled hours.

#### DUTIES OF THE CITY

1. CITY shall provide:

- a. **CITY Site Plan Approval and Sign-Off:** Prior to applying to the COUNTY for a building permit, applicants shall provide a complete site plan to the CITY to determine consistency with CITY codes. The site plan shall be reviewed by CITY planning and engineering staff and meet all requirements of Gridley Municipal Codes .CITY shall provide applicant a sign-off from the CITY that they have either completed the appropriate site plan review or design review procedures as would be required (Design review required) or the review is not required. Prior to application to the COUNTY for a building permit, applicants shall provide this sign-off to COUNTY
- b. **CITY Notification on Completion and Sign-Off:** Prior to final inspection of new construction projects by the COUNTY, the applicant shall notify the CITY that project construction is complete and meet all requirements of Gridley municipal Code . CITY shall provide COUNTY documentation of CITY's sign-off that applicant has met this requirement in order for COUNTY to conduct final inspection.
- c. **CITY Written Request:** CITY shall provide written request to COUNTY for copies of plans, studies, documents and/or other written records.

#### COMPENSATION AND METHOD OF PAYMENT

1. For the performance of building application, plan review and inspection services, COUNTY shall charge and retain the permit applicant fees in accordance with Chapter 3, Article IV § 3-40 through 3-41 of the Butte

County Ordinance.

2. The CITY agrees in principal to allow the COUNTY to collect Countywide Impact Fees (CIF) upon the issuance of approved CITY Building Permit applications for uses or structures generating a new service impact, at such time as the cities of Chico, Oroville, Paradise and Biggs also agree to allow, and begin to collect, the COUNTY CIF on Building Permit applicants in those cities. A separate agreement will be brought forward at that time for approval by the CITY Council to implement this provision.
3. Other requested services provided by COUNTY to CITY shall be invoiced according to the most currently adopted county wide Development Services Department Processing Fees. Additional costs borne by the COUNTY for services provided at the request of CITY, for which the COUNTY would normally charge, which and are not covered by applicant fees shall be invoiced to the CITY (i.e, charges for copies of plans, documents, writings, etc.) Other inspection, documentation, report writing services shall be charged at the current Building Division hourly rate. CITY acknowledges that these fees are adjusted by the County Board of Supervisors periodically by resolution.
4. CITY shall compensate COUNTY monthly in arrears for requested services provided, that are not covered by permitting fees paid by building permit applicants. COUNTY shall bill CITY by submitting a monthly invoice which shall contain the following information: the service dates, service provided, time duration of services, multiplied by the hourly building division rate or fee schedule charge, additional charges for services (copies of plans, etc., called out specifically in the current fee schedule), and total charges.
5. Charges at the Building Division's hourly rate shall begin from the time the COUNTY staff delivering the service leaves the COUNTY offices in Oroville, California and begins to travel to a CITY job site, work while on-site at CITY job(s) as well as time needed for follow-up to document, report and/or consult with supervisor/management regarding CITY jobs. The CITY shall not be charged for travel time incurred by COUNTY staff resulting from travel originating at locations other than the COUNTY'S offices in Oroville or a closer location. Time spent by supervisory/management staff related to hourly rate work shall also be charged to the CITY.
6. It is not intended for COUNTY to subsidize the cost of any service to the CITY, but to remain fiscally whole in the delivery of services to CITY. Therefore, applicable charges for services shall be invoiced to CITY for all services, copies, etc., that would normally be charged to the public that are not covered by the fees paid by a permit applicant.

**TABLE OF COMPENSATION**

| <b>SERVICES PROVIDED</b>                                  | <b>FEES As adopted by ORDINANCE</b>  |
|---|--|
| Inspection Services and After Hours (Scheduled) Call-Outs | Building Division Fee Schedule Article IV 3- 41<br><u>Ord. No. 4001, § 8, 3-24-09</u>                                      |
| Plan Check Services and Expedited Plan Check Services     | Building Division Fee Schedule Article IV 3- 41<br><u>Ord. No. 4001, § 8, 3-24-09</u>                                      |
| Permit Center/<br>Administrative Services                 | Building Division Fee Schedule Article IV 3- 41<br><u>Ord. No. 4001, § 8, 3-24-09</u>                                      |
| Other Services:<br>Code Enforcement                       | Hourly fee based upon current adopted fees<br>per Butte County Code Article IV- 3-41<br><u>Ord. No. 4001, § 8, 3-24-09</u> |

**ATTACHMENT I  
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment II – Scope of Work" which is made a part of this Contract. All payments are due to the COUNTY within 30 days of receipt of invoice.

2. **Reimbursement.** The work shall be performed for the Fixed Price, Annual Price, Monthly Price or Hourly Rate as indicated in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the CITY reviews and approves the work and after submittal of an invoice by the COUNTY.
3. **COUNTY Project Manager.** The COUNTY project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** COUNTY employees shall not be considered as employees of the CITY. COUNTY employees shall work under COUNTY supervision and direction and are not representatives or employees of the CITY.
5. **Confidentiality and Ownership of Documents.** All plans, studies, documents and other writings prepared by the COUNTY for CITY projects and located within the CITY, in the course of implementing this Agreement, except working notes and internal documents, shall become the joint property of the COUNTY and CITY, and the COUNTY shall have the right to use such materials at its discretion. The COUNTY shall maintain the confidentiality of all CITY records and information, including, but not limited to HIPAA, and all other applicable COUNTY, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. COUNTY shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, the understanding of, and agreement to fully comply with, all such confidentiality provisions. COUNTY shall indemnify and hold harmless CITY, its officers, employees, and agents, from and against any and all loss damage liability, and expenses arising from any disclosure of such records and information by COUNTY, its officers, employees, or agents.
6. **Termination.** This Contract may be terminated by either the CITY or the COUNTY by a thirty day written notice. Authorized costs incurred by the COUNTY will be reimbursed by the CITY up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract. The CITY may terminate the Contract immediately upon service notice to the COUNTY if the COUNTY is found to not be in compliance with any section of this Contract.
7. **Mutual Hold Harmless.** It is agreed that the COUNTY shall defend, hold harmless and indemnify CITY, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this contract and which result from the negligent acts or omissions of the COUNTY, its officers and/or employees.  
  
It is further agreed that the CITY shall defend, hold harmless and indemnify the COUNTY, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this contract and which result from the negligent acts or omissions of the CITY, its officers and/or employees.
8. **Insurance.** The County self insures civil liability claims up to \$100,000 per occurrence. Losses that exceed \$100,000 are covered by an excess insurance policy with limits up to \$25 million. The County also self insures workers compensation claims up to \$125,000 per injury. Losses exceeding \$125,000 per injury are covered by an excess insurance policy that provides statutory limits.
9. **Changes to the Contract.** The body of this contract and the attachments fully express all understandings of the parties concerned regarding all matters covered and shall constitute the total contract. No addition to, or alteration of, the terms of this contract, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this contract which is formally approved and executed by both parties.
10. **Notices.** Any notice required to be given under this Agreement shall be in writing and will either be served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to CITY: City of Gridley  
City Administrator  
685 Kentucky St. Gridley, CA 95948

If to COUNTY: Manager, Building Division  
Dept. of Development Services  
7 County Center Drive  
Oroville, CA 95965

11. **Assignment.** This contract is not to be assigned by CITY in whole or in part, without the express written consent of the COUNTY. This contract is not to be assigned by COUNTY in whole without the express written consent of the CITY. CITY acknowledges and agrees by execution hereof that COUNTY may sub contract portions of this agreement and/or hire a consultant entity to fulfill portions of this contract at the discretion of the COUNTY.
12. **Conflict of Interest.** COUNTY shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract. This provision does not run exclusively to CITY; but rather it expressly also runs to those persons receiving services provided for herein. In the event a potential conflict arises, COUNTY will immediately advise CITY so that the potential conflict can be eliminated or avoided. CITY enters this contract upon the express representation that COUNTY may have other contracts in effect with CITY.
13. **COUNTY is not a designated employee** within the meaning of the Political Reform Act because:
  - a. COUNTY will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal agreement monitoring; and,
  - b. COUNTY possesses no authority with respect to any CITY decision beyond rendition of information, advice, recommendation or counsel.
14. **Standard of Care.** CITY has relied upon the professional training and ability of COUNTY to perform the services hereunder as a material inducement to enter into this Agreement. COUNTY shall not have any other persons perform professional services under this Agreement without first obtaining the written approval of CITY. All work performed by COUNTY under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in COUNTY's field of expertise.
15. **Compliance with Laws.** COUNTY and CITY shall comply with all applicable federal, state and local laws, regulations and any other form of codified requirements in the conduct of this scope of work and conduct in accordance with this contract.
16. **Licenses.** COUNTY represents and warrants to CITY that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of COUNTY to practice its profession. COUNTY represents and warrants to CITY that COUNTY shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, certifications, insurance and approvals which are required by the CITY for its business.
17. **Waiver.** Waiver of a breach or default of any part of this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
18. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
19. **Authority to Enter Agreement.** COUNTY has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
20. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the COUNTY of Butte.

21. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of Agreement between the CITY and COUNTY. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

#1333

322



BUTTE COUNTY CONTRACT ADMINISTRATION  
REQUEST FOR REVENUE CONTRACT REVIEW

CONTRACT NO.

R 4 1 7 3 5

COUNTY OF BUTTE

To Be Completed By Submitting Department

(A MINIMUM OF TWO ORIGINALS & ONE COPY OF THE CONTRACT MUST BE ATTACHED unless contract is going to the BOARD = THREE ORIGINALS AND ONE COPY)

Approval Authority:  Board of Supervisors  General Services

Contract Pre-Review  Contract Approval Review  Amendment Pre-Review  Amend. Approval Review

Date Submitted: 7/29/2020 Dept. Contact Person: Jennifer Wakefield Phone #: 530-552-3662

Name of Contractor/Grantor/Lessee: Agreement For Professional Building Services Between - CITY of Gridley If amendment, include original contract number: R41735 City of Gridley Amd 1

Title of Contract: R41735 Building Permit Inspection and Plan Check and CE

Brief Description of Provision: Permit Inspection and Plan Check Services

Dept. Name: Development services Charge Code #: 4402300/4402100/4402400/4404000 Account #: 543105 Project #:

Expected Revenue in Current Fiscal Year: Total Contractual Revenue:

Term Begin Date: July 1, 2017 Term End Date: June 30, 2024

If applicable, has request for new Revenue Account been submitted?  YES  NO If "NO", and a new account is needed, please submit a "New Account Request".

Does this contract contain ANY Federal funds, direct or indirect?  Yes  No If YES, CFDA#:

NOTE: Acceptance of grant or program funds may require compliance with laws and regulations to ensure the funds through the coming Audits. Signature to this page and submission of this contract by Department Head or Delegate stipulates compliance with any and all grant requirements including but not limited to regulatory compliance and availability of matching funds.

Requested Date of Approval: BOS Agenda Date: 8/25/2020

When fully routed send directly to Clerk of the Board  When fully routed notify dept. contact for instruction

The undersigned hereby certifies that the attached contract compliance requirements and matching funds (if applicable) have been disclosed and acceptance of this contract and the associated revenue is in compliance with the Butte County Ordinance, the County Purchasing Policy & Procedure Manual, and Butte County Fiscal Control, subject to budget Appropriation.

Paula M. Daneluk

*Paula Daneluk*

Typed or Printed Name of Dept Head or Delegate Signature of Department Head or Delegate Date

FOR REVIEW RECORDS ONLY

| Review                 | Received | Log Out | Comments or Notations | Reviewer           |
|------------------------|----------|---------|-----------------------|--------------------|
| GS Contracts Division: | 7/21/20  | 7/31/20 | R41735                | <i>[Signature]</i> |
| County Counsel:        | 8/5/20   | 8/5/20  |                       | BOS                |
| Approval Authority:    |          |         |                       |                    |

BUTTE COUNTY GENERAL SERVICES  
JUL 29 2020  
RECEIVED  
BUTTE COUNTY  
AUG 4 2020  
BUTTE COUNTY ADMINISTRATION  
7/29/2020



**Amendment To Revenue Agreement R 4 1 7 3 5**

This Amendment to the Agreement identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Agreement in consideration for the mutual promises contained herein.

|  |                 |                          |             |                          |                     |
|--|-----------------|--------------------------|-------------|--------------------------|---------------------|
| Amendment Number   | 1               | Date of Amendment        | 6/1/2020    |                          |                     |
| Agreement Number   | R41735          | Date of Agreement        | 7/1/2017    |                          |                     |
| Contractor   | CITY of Gridley |                          |             |                          |                     |
| Previous Contract Price  | N/A             | <input type="checkbox"/> | Fixed Price | <input type="checkbox"/> | Not-to-Exceed Price |
| Net Change This Amendment  | N/A             | <input type="checkbox"/> | Fixed Price | <input type="checkbox"/> | Not-to-Exceed Price |
| Revised Contract Price   | N/A             | <input type="checkbox"/> | Fixed Price | <input type="checkbox"/> | Not-to-Exceed Price |
| Original Completion Date   | June 30, 2020   |                          |             |                          |                     |
| Revised Completion Date  | June 30, 2024   |                          |             |                          |                     |
| Description of Additional Changes: (If any provision of the Agreement is being modified by this Amendment, include the amended form of the modified provision below.)                        |                 |                          |             |                          |                     |
| Contract term is extended to June 30, 2024 for County to continue providing services to Contractor.  |                 |                          |             |                          |                     |
| County Contact Information is amended as follows:<br>Project Manager: Curtis Johnson<br>Telephone Number: 530.552.3664   |                 |                          |             |                          |                     |
| All other terms of this Agreement shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract. |                 |                          |             |                          |                     |

COUNTY

Steve Lambert Date 8/25/2020

Steve Lambert, Chair  
Butte County Board of Supervisors

CITY

Paul Eckert Date 6/2/2020

Paul Eckert  
City of Gridley

Tony Galyeon Date 6/4/2020

REVIEWED AS TO FORM  
Tony Galyeon  
CITY OF GRIDLEY LEGAL COUNSEL

D. Heath Date 7/21/2020

Reviewed For Contract Policy Compliance  
Contracts Division, GSD  
Contracts Division, GSD

Bruce S. Alpert Date 8/5/20

Reviewed As To Form  
Bruce S. Alpert Brad Stephens  
Butte County Counsel, Asst.



**City Council Agenda Item #5**  
Staff Report

**Date:** May 20, 2024  
**To:** Mayor and City Council  
**From:** Elisa Arteaga, City Administrator  
Dave Harden, City Engineer

|                                     |           |
|-------------------------------------|-----------|
| <input checked="" type="checkbox"/> | Regular   |
| <input type="checkbox"/>            | Special   |
| <input type="checkbox"/>            | Closed    |
| <input type="checkbox"/>            | Emergency |

**Subject:** Council Consideration to Initiate the Abandonment of Right-of-Way for a Portion of Vermont Street for the Benefit of Gridley Unified School District

**Recommendation**

City Staff request that Council review and discuss a proposed budget to move forward with the abandonment of a portion of Vermont Street right-of-way to transfer to the Gridley Unified School District

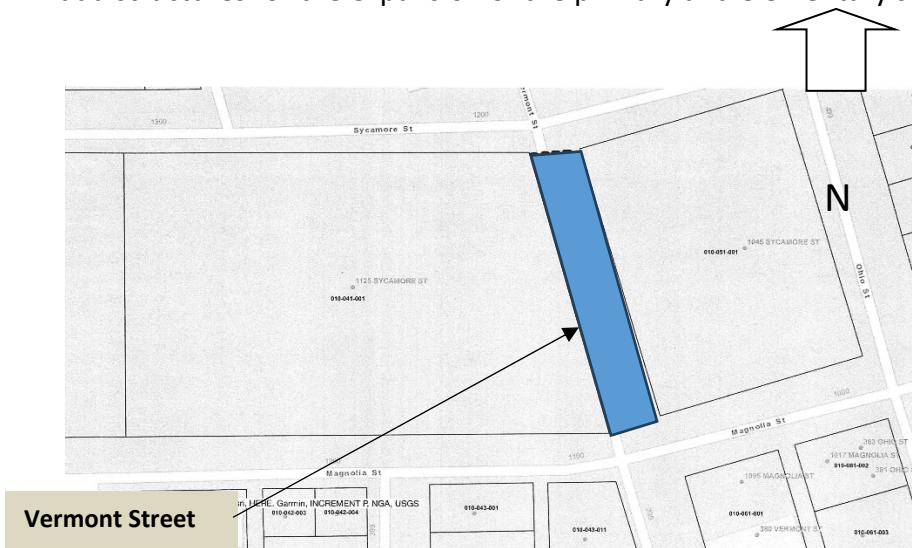
**Summary**

On February 5, 2024 the City Council added the Vermont Street abandonment to the Capital Improvement Plan (CIP) and budgeted \$5,000 for City staff and its consulting team to determine what is needed and to provide an approximate budget for the abandonment of right-of-way for the benefit of the Gridley Unified School District.

The City received communication from Justin Kern, Superintendent, Gridley Unified School District, stating the District will bear 50% of the cost for the preparation of documents.

**Discussion**

The GUSD is working on plans to determine how expansion at school sites can occur. One alternative conducive to the best financial opportunity is to utilize the Vermont right-of-way to add structures for the expansion of the primary and elementary schools.



Vermont Street is currently kept closed during school hours. City staff and consultants met to discuss if there would be any impacts specific to life safety if the right-of-way were to be deeded to GUSD. Both Police and Fire believed there would be no impact to their services. The Department of Public Works noted there is a 12" sanitary sewer located approximately in the center of the road; however, an easement could be documented so that it can be maintained by the city.

**Figure 1: Location Proposed Vermont Street Closure**

The City Administrator has consulted with staff and the City Engineer and determined the abandonment of right-of way may have the following costs:

|   |                 |
|---|-----------------|
| <u>Costs for Vermont Street Abandonment</u> |                 |
| Title research/Document Research            | \$5,520         |
| Preparation of Deeds                        | \$ 920          |
| Meetings/review                             | \$ 460          |
| Subtotal                                    | <u>\$6,900</u>  |
| Option/Potential Survey requirement         | \$10,000        |
| If record information incomplete            |                 |
| Total (potential)                           | <u>\$16,900</u> |

### **Conclusion**

Dedicating the Vermont Street right-of-way to GUSD would facilitate the growth the school needs to make. This item is a motion and roll call vote by the City Council.

### **Public Notice**

A notice was advertised 72 hours in advance of the hearing date, posted at City Hall, made available at the Administration public counter and placed on the city website for review.

### **Environmental Review**

In accordance with CEQA Section 15061 (b) (3) The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

### **Financial Impact**

The City council originally approved \$5,000 to authorize city staff to determine the cost and procedures that would have to take place in order to achieve the goal in this staff report. The total cost (including the \$5k already approved) is \$16,900 (see breakdown above).

GUSD will be splitting the cost of the GUSD property, which would reimburse the city \$8,450, bringing the total cost to the city down to \$8,450.

The option survey of \$10K will depend on the current documents and information they currently have. The documents are from 1910 and may not have adequate information.

### **Compliance with City Council Strategic Plan or Budget Goals**

This recommendation is consistent with the ongoing effort to be responsive and transparent regarding all planning, engineering and financial matters.

### **Attachments**

None

**City Council Agenda Item #6**  
Staff Report

**Date:** May 20, 2024  
**To:** Mayor and City Council  
**From:** Elisa Arteaga, City Administrator  
Dave Harden, City Engineer

|                                     |           |
|-------------------------------------|-----------|
| <input checked="" type="checkbox"/> | Regular   |
| <input type="checkbox"/>            | Special   |
| <input type="checkbox"/>            | Closed    |
| <input type="checkbox"/>            | Emergency |

**Subject:** Council Consideration to Initiate the Acquisition of right-of-way for the Capital Improvement project to Extend Laurel Street from Randolph Avenue to Pacific Flyway subdivision.

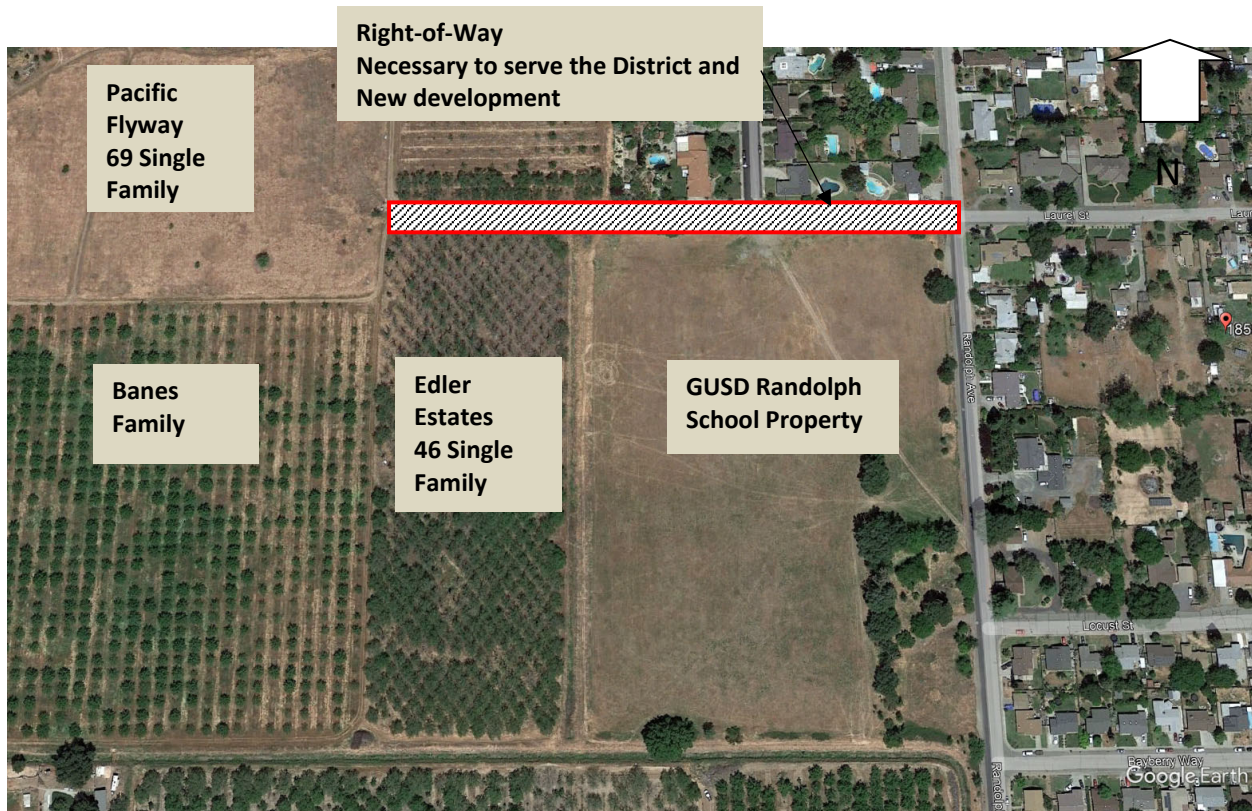
**Recommendation**

City staff respectfully request that Council review and discuss proposed budget to move forward with the acquisition of the Laurel Street right-of-way.

**Summary**

On February 5, 2024 the City Council added the Laurel Street Extension to the Capital Improvement Plan (CIP) and budgeted \$5,000 for City staff and its consulting team to determine what is needed and to provide an approximate budget for the acquisition of the right-of-way on Laurel Street from the Gridley Unified School District and James Ratliff, Edler Estates.

The City received communication from Justin Kern, Superintendent, Gridley Unified School District, stating the District will bear 50% of the cost for the preparation of documents to deed the 30 feet to the city of the north one-half of their Randolph Street property.



**Figure 1: Location Proposed Laurel Street Extension**

**Discussion**

The acquisition of right-of-way is the first step in the process to extend Laurel Street to provide better connectivity within the city to the new subdivisions planned in the area. There are four projects that will be developed; Pacific Flyway (CHIPS), Edler Estates (James Ratliff), and Gridley Homes (Jim Banes family), and The Village at Eagle Meadows. The Village at Eagle Meadows, while located on the south side of Sycamore Street across from Eagle Meadows, will benefit by providing access to the Randolph property when a school might be built.

The owner/developer of Edler Estates, James Ratliff, has also expressed a willingness to enter into an agreement with the city to dedicate/deed right-of-way to the city preceding the recordation of a final map. Typically, the right-of-way would be dedicated in fee at the time of the Final Subdivision Map recordation. The city believes that construction of Laurel Street as shown in Figure 1 will significantly improve accessibility and connectivity in the area with these new developments.

The City Administrator has consulted with staff and the City Engineer and determined the acquisition of right-of way should include the north 60 feet of the Edler Estates property. This would create a streamlined process to be able to design and construct Laurel Street to the Pacific Flyway subdivision, which appears to be the first development moving forward. Below is an estimate of potential costs to move forward:

|                                     |                 |
|-------------------------------------|-----------------|
| <u>Costs for Laurel Street GUSD</u> |                 |
| Title research/Document Research    | \$2,400         |
| Preparation of Deeds                | \$1,600         |
| Meetings/review                     | \$ 460          |
| Subtotal                            | <u>\$4,460</u>  |
| Option/Potential Survey requirement | \$15,000        |
| If record information incomplete    |                 |
| Total (potential)                   | <u>\$19,460</u> |

GUSD would participate in a share of cost for the dedication of right-of-way to the city from the District.

|                                     |          |
|-------------------------------------|----------|
| <u>Costs for Edler Estates</u>      |          |
| Title research/Document Research    | \$1,600  |
| Preparation of Deeds                | \$1,600  |
| Meetings/review                     | \$ 460   |
| Develop agreement                   | \$1,000  |
| Subtotal                            | \$4,660  |
| Option/Potential Survey requirement | \$15,000 |
| If record information incomplete    |          |
| Total                               | \$19,660 |

The costs noted above would be added to the CIP for funding this work.

If the City Council supports the development of documentation to accept right-of-way from the GUSD and James Ratliff, the City Administrator will return to the City Council for acceptance of the right-of-way.

### **Conclusion**

The effort to construct Laurel Street would be of great benefit to the community. The connection of Laurel Street of new developments to existing areas of the city will provide the maximum readiness and access for life safety response. This item is a motion and roll call vote by the City Council.

### **Public Notice**

A notice was advertised 72 hours in advance of the hearing date, posted at City Hall, made available at the Administration public counter and placed on the city website for review.

### **Environmental Review**

In accordance with CEQA Section 15061 (b) (3) The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

### **Financial Impact**

The City council originally approved \$5,000 to authorize city staff to determine the cost and procedures that would have to take place in order to achieve the goal in this staff report. The total cost (including the \$5k already approved) is \$44,120 (see breakdown above).

GUSD will be splitting the cost of the GUSD property, which would reimburse the city \$9,730, bringing the total cost to the city down to \$34,390.

The option survey of \$15K (\$30k total) will depend on the current documents and information they currently have. The documents are from 1910 and may not have adequate information.

### **Compliance with City Council Strategic Plan or Budget Goals**

This recommendation is consistent with the ongoing effort to be responsive and transparent regarding all planning, engineering and financial matters.

### **Attachments**

None





**City Council Item #7**  
Staff Report

**Date:** May 20, 2024  
**To:** Mayor and Councilmembers  
**From:** Elisa Arteaga, City Administrator  
Dave Harden, City Engineer

|          |           |
|----------|-----------|
| <b>X</b> | Regular   |
|          | Special   |
|          | Closed    |
|          | Emergency |

**Subject:** Adopt Resolution No. 2024-R-015: A resolution to enter into an agreement with the State of California Department of Transportation for the maintenance of frontage improvements, lighting, landscaping, irrigation, and any other components on the west side of SR99 State right-of-way contiguous to APN 021-110-033; 03-BUT-099; PM R3.664-R3.744

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**Recommendation**

City staff respectfully recommends the City Council adopt Resolution No. 2024-R-015 to enter into a maintenance agreement with Caltrans for Orchard View I Apartments.

**Discussion**

On May 6, 2024, the City Council adopted Resolution No. 2024-R-013 in which the City of Gridley entered into a maintenance agreement with the State of California acting through the Department of Transportation (Caltrans) that committed the city to maintain the improvements constructed as a part of the State Highway Operation and Protection Program (SHOPP). The scope of the work included the length of the city from its south boundary to the north boundary on the east side and a portion of the west boundary in front of the property known as Stuke Nursery, Owner, Ernest Development Group, LLC, APN 021-110-039.

The Orchard View I development consisting of 48 family apartments serving incomes from 30-60% of the Butte County Average Median Income is in construction and have applied for an encroachment permit to Caltrans to construct the underground service connections for sewer and water. Caltrans will not issue the encroachment permit until the maintenance agreement between the State of California and the City of Gridley is executed. The costs of the improvements that mirror similar design features as the SHOPP project will be constructed by Orchard View I. The improvements consist of the main entrance into the apartment complex along with curb, gutter, sidewalk, landscaping, irrigation, and lighting along the pedestrian travel way in front of the two vacant parcels north and south of the apartment entry, Refer to Attachment 2. Caltrans requires the City of Gridley enter into a maintenance agreement to ensure these beautification improvements are well maintained. Orchard View I will be completed by the end of 2024.

The use of maintenance agreements for improvements along the SR 99 corridor have been executed many times in the past and this agreement is no different than others the city has

entered. The cost for maintenance will be the responsibility of the city along the corridor. The

maintenance agreement needs to be approved by resolution of the City Council to affect the agreement. The resolution also authorizes the Mayor and the City Administrator to execute the agreement on behalf of the City Council.

### **Financial Impact**

There are no direct costs associated with the execution of the agreement at this time. Fiscal impact will remain the same as the Staff Report #8 that was presented and approved by City Council on May 6, 2024.

*“Once construction is complete and the city takes over the maintenance, the Public Works Department would need to hire a minimum of 2 additional full-time Maintenance Workers II, increasing staffing levels for Public Works. The estimated cost of 1 employee at Step 1 is \$65,500, that would make the financial impact at a minimum of \$131,000 per fiscal year. This estimate does not include for step increases, incentive pay, pension costs (UAL), future labor X Regular Special Closed Emergency Page 2 of 2 negotiations, new equipment, overtime, standby, and extra part time workers (if needed).”*

### **Compliance with City Council Strategic Plan or Budget Goals**

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

### **Public Notice**

A notice was posted 72 hours in advance of the City Council meeting at City Hall, made available at the Administration public counter, and placed on the City website for review. At the time this report was prepared no comments had been received.

### **Environmental Review**

No environmental review is required.

### **Attachments**

Resolution No. 2024-R-015

Exhibit A- Agreement 03-BUT-099; PM R3.664-R3.744

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA ACTING THROUGH THE DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF FRONTAGE IMPROVEMENTS, LIGHTING, LANDSCAPING, IRRIGATION AND ANY OTHER COMPONENTS LOCATED ON THE WEST SIDE OF THE STATE RIGHT-OF-WAY CONTIGUOUS TO APN 021-110-039 AND TO AUTHORIZE THE MAYOR AND THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY COUNCIL**

**WHEREAS,** the City of Gridley desires to improve the State Route 99 corridor to ensure vehicular and pedestrian safety are improved; and,

**WHEREAS,** the Orchard View I apartment development is constructing 48 family living units for 30-60% income of the Butte County Average Median Income and installing curb, gutter, sidewalk, landscaping, irrigation, and lighting; and,

**WHEREAS,** the City of Gridley will enter into an agreement with the State of California acting through the Department of Transportation for the maintenance of such improvements, and that said maintenance responsibility lies solely with the City of Gridley.

**WHEREAS,** the City Council desires to authorize the Mayor and the City Administrator to execute the agreement on behalf of the City Council.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The City of Gridley authorizes the Mayor and the City Administrator execute an agreement between the City of Gridley and the State of California for 03-BUT-099, PM R 3.664-R3.744, in accordance with the attached Exhibit A.

\*\*\*\*

**I HEREBY CERTIFY** that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on the 20<sup>th</sup> day of May, 2024 by the following vote:

AYES: AGENCY MEMBERS \_\_\_\_\_

NOES: AGENCY MEMBERS \_\_\_\_\_

ABSTAIN: AGENCY MEMBERS \_\_\_\_\_

ABSENT: AGENCY MEMBERS \_\_\_\_\_

ATTEST:

APPROVE:

\_\_\_\_\_  
Elisa Arteaga, City Clerk

\_\_\_\_\_  
Michael Farr, Mayor

**LANDSCAPE MAINTENANCE AGREEMENT  
WITH THE CITY OF GRIDLEY**

This Landscape Maintenance Agreement (AGREEMENT) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Gridley; hereinafter referred to as "LOCAL AGENCY" and collectively referred to as "PARTIES."

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of LOCAL AGENCY for newly constructed or revised improvements within STATE's right of way by Encroachment Permit Number 03-24-6-MC-0432.
2. This AGREEMENT addresses LOCAL AGENCY responsibility for the curb, gutter, sidewalk, landscaping, planting, irrigation system and driveway (collectively the "IMPROVEMENTS") and for the decorative pedestrian lighting (collectively the "LIGHTING"), placed within State Highway right of way on State Route 99, as shown on Exhibit A, attached to and made a part of this AGREEMENT.
3. Maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of IMPROVEMENTS and LIGHTING as shown on said Exhibit "A."
4. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
5. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this AGREEMENT.
  - 5.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this AGREEMENT will be required.
6. LOCAL AGENCY agrees, at LOCAL AGENCY's expense, to do the following:

- 6.1. LOCAL AGENCY will MAINTAIN or have authorized licensed contractor with appropriate class of license in the State of California, to MAINTAIN IMPROVEMENTS and LIGHTING conforming to those plans and specifications (PS&E) pre-approved by STATE. LOCAL AGENCY will have in place a valid necessary encroachment permits prior to the start of any work within STATE'S right of way.
  - 6.1.1. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this AGREEMENT prior to the start of any work within STATE's right of way.
- 6.2. LOCAL AGENCY shall ensure that IMPROVEMENTS and LIGHTING areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance including providing for water, and fertilizer necessary to sustain healthy plant growth during the entire life of this AGREEMENT.
  - 6.2.1. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
  - 6.2.2. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
  - 6.2.3. To expeditiously MAINTAIN, replace, repair, or remove from service any components of IMPROVEMENTS and LIGHTING system that has become unsafe or unsightly.
- 6.3. To furnish electricity for irrigation system controls, and LIGHTING system controls for all street LIGHTING systems installed by LOCAL AGENCY.
- 6.4. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
- 6.5. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form

LA17) to the STATE to: District 3 Maintenance at 703 B Street, Marysville, CA 95901.

- 6.6. LOCAL AGENCY shall ensure IMPROVEMENTS and LIGHTING within the AGREEMENT limits provide an acceptable walking and riding surface and will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the IMPROVEMENTS and LIGHTING in an expeditious manner.
- 6.7. LOCAL AGENCY, at LOCAL AGENCY's sole cost and expense, shall remove all graffiti from the IMPROVEMENTS and LIGHTING. LOCAL AGENCY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE. Graffiti removal must protect air and water quality as required by law. LOCAL AGENCY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.06.
- 6.8. To MAINTAIN all parking or use restrictions signs encompassed within the area of the IMPROVEMENTS and LIGHTING.
- 6.9. To remove IMPROVEMENTS, LIGHTING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this AGREEMENT is terminated as set forth herein.
7. STATE may provide LOCAL AGENCY with timely written notice of unsatisfactory conditions that require correction by the LOCAL AGENCY. However, the non-receipt of notice does not excuse LOCAL AGENCY from maintenance responsibilities assumed under this AGREEMENT.
8. STATE shall issue encroachment permits to LOCAL AGENCY at no cost to it.
9. LOCAL AGENCY shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the Locations shown in Exhibit A, subject to STATE's Encampment Removal policy, MPD 1001 R1 and applicable State and Federal law.

Nothing in this AGREEMENT grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Locations in shown in Exhibit A.

## 10. LEGAL RELATIONS AND RESPONSIBILITIES:

- 10.1. Nothing within the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT, or affect the legal liability of either PARTY to this AGREEMENT by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or LOCAL AGENCY facilities different from the standard of care imposed by law.
- 10.2. If during the term of this AGREEMENT, LOCAL AGENCY should cease to MAINTAIN the IMPROVEMENTS and LIGHTING to the satisfaction of STATE as provided by this AGREEMENT, STATE may either undertake to perform that MAINTENANCE on behalf of LOCAL AGENCY at LOCAL AGENCY's expense or direct LOCAL AGENCY to remove or itself remove IMPROVEMENTS and LIGHTING at LOCAL AGENCY's sole expense and restore STATE's right of way to its prior or a safe operable condition. LOCAL AGENCY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing IMPROVEMENTS and LIGHTING, STATE will provide written notice to LOCAL AGENCY to cure the default and LOCAL AGENCY will have thirty (30) days within which to affect that cure.
- 10.3. Neither LOCAL AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless LOCAL AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT with the exception of those actions of STATE necessary to cure a noticed default on the part of LOCAL AGENCY.
- 10.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that LOCAL AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability

occurring by reason of anything done or omitted to be done by LOCAL AGENCY under this AGREEMENT.

#### 10.5. PREVAILING WAGES:

10.5.1. Labor Code Compliance - If the work performed under this AGREEMENT is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. LOCAL AGENCY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. LOCAL AGENCY agrees to include prevailing wage requirements in its contracts for public works. Work performed by LOCAL AGENCY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

10.5.2. Requirements in Subcontracts - LOCAL AGENCY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this AGREEMENT is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in LOCAL AGENCY's contracts.

#### 11. INSURANCE

11.1. SELF-INSURED - LOCAL AGENCY is self-insured. LOCAL AGENCY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents, and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that LOCAL AGENCY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the IMPROVEMENTS and LIGHTING location as depicted in Exhibit A. LOCAL AGENCY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

11.2. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY



shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this AGREEMENT.

12. DEFAULT – If a PARTY fails to perform obligations assumed under this AGREEMENT, the non-defaulting PARTY may by written notice request that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails or refuses to do so, the non-defaulting PARTY may complete the obligations and seek reimbursement from the defaulting PARTY who shall pay the invoice within thirty (30) calendar days. If there is an immediate threat to maintain the structural integrity of, or prevent imminent danger of destruction to, the features shown on Exhibit A, either PARTY may perform necessary maintenance or remedial measures to maintain the structural integrity and/or prevent destruction of the features without notice or delay.
13. COST – Any PARTY who is assigned obligation under this AGREEMENT shall complete them at their own costs, unless expressly stated otherwise in this AGREEMENT.
14. TERMINATION - This AGREEMENT may be terminated by mutual written consent by each PARTY. STATE may terminate this AGREEMENT at any time with or without cause.
15. TERM OF AGREEMENT -This AGREEMENT shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated.
16. SUCCESSORS – This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest including, any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits. If the successor city or municipality fails to accept the obligations of the LOCAL AGENCY by entering into a new agreement with STATE, LOCAL AGENCY shall continue to be contractually bound by the terms of this AGREEMENT.
17. AUTHORITY – Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this

AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority, as required. A true and correct copy of the local resolution or ordinance has been provided to the STATE.

18. ELECTRONIC SIGNATURES – Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF GRIDLEY

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Michael Farr, Mayor

Initiated and Approved

By: \_\_\_\_\_  
Elisa Arteaga, City Manager

By: \_\_\_\_\_  
Deputy District Director  
Maintenance District 3

ATTEST:

By: \_\_\_\_\_  
Carmen Santana  
Deputy City Clerk

By: \_\_\_\_\_  
Anthony Galyean  
City Attorney

## LANDSCAPE MAINTENANCE AGREEMENT WITH THE CITY OF GRIDLEY

### LEGEND



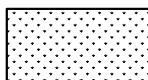
AREA TO BE MAINTAINED BY CITY: LANDSCAPE,  
SIDEWALK, AND STREET LIGHTS AT CITY EXPENSE



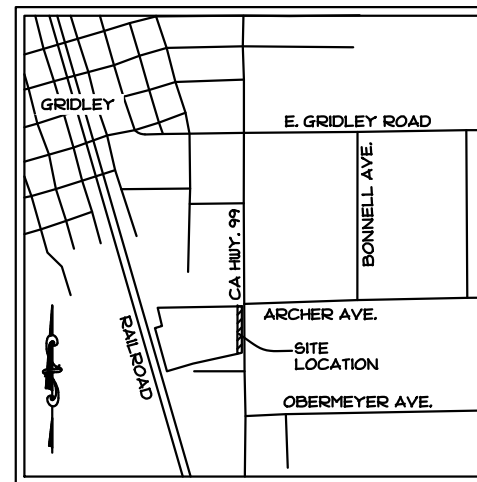
ASPHALT CONCRETE PAVING SECTION (HMA)



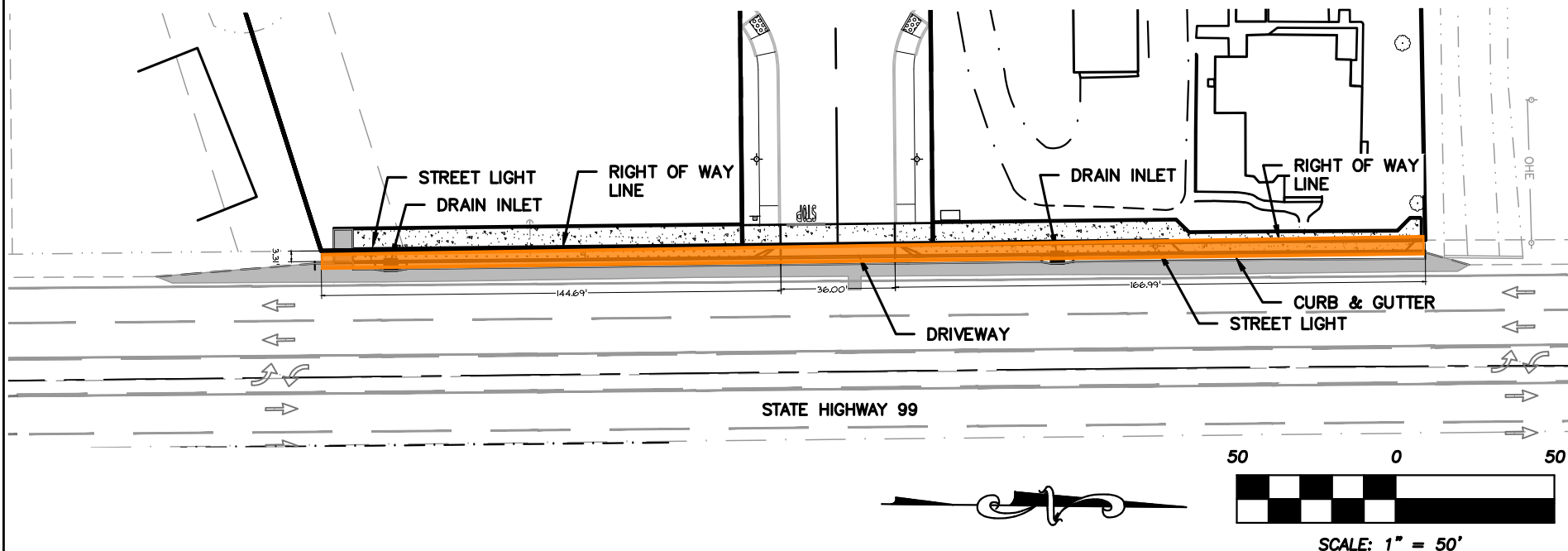
LIGHT DUTY CONCRETE SIDEWALK AREA



LANDSCAPE AREA



GRIDLEY, CALIFORNIA  
VICINITY MAP  
NTS



**PROJECT LOCATION:**

Orchard View Apartments  
1445 Highway 99  
Gridley, Ca

**EXHIBIT A**

District 3-Butte-99  
PM R3.66-R3.74 - Var  
ENCROACHMENT PERMIT NUMBERS:  
EP 03-24-6-MC-0432

**Robertson Erickson**

Civil Engineers and Surveyors  
888 Manzanita Court, Suite 101  
Chico, CA 95926  
530-894-3500 894-8955 fax

**EXHIBIT B – STATEMENT OF SELF INSURANCE FOR CITY OF GRIDLEY**

May 24, 2024

Mr. Thomas Mutunga  
District 3 Maintenance Project Delivery Liaison  
California Department of Transportation  
703 B Street  
Marysville, CA 95901

RE: Statement of Self Insurance for City of Gridley (“CITY”) Related to Maintenance Agreement with the State of California, acting by and through the Department of Transportation, (“STATE”) for improvements and lighting along STATE Route 99 in the County of Butte Between Post Mile R3.10 and Post Mile 5.10, MA - City of Gridley-03-BUT-099-PM R3.10 – PM 5.00 (“Maintenance Agreement”).

Dear Mr. Mutunga,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers’ compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers’ compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 11 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Martin Pineda  
Finance Director

**City Council Agenda Item #8**  
Staff Report

**Date:** May 20, 2024  
**To:** Mayor and Council  
**From:** Utility Director Ross Pippitt

|          |           |
|----------|-----------|
| <b>X</b> | Regular   |
|          | Special   |
|          | Closed    |
|          | Emergency |

**Subject:** Mower for Heron Landing, Eagle Meadows Maintenance Districts

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**Recommendation**

Public Works respectfully requests the City Council consider accepting one of the three quotes for a mower intended for use in the Heron Landing and Eagle meadows Maintenance Districts. The department recommends awarding the contract to Baker Supplies and Repair.

**Background**

The Public Works Department has received three quotes for a lawn mower to be utilized in maintaining the Heron Landing parkway and the Eagle Meadows maintenance area. Two quotes are for the same model lawn mower, which features a dump bin that can empty directly into the back of a truck via a lever mechanism. Due to new California regulations, such mowers are increasingly difficult to procure, as many are no longer sold within the state. The third quote is for a mower equipped with bags, which is the most cost-effective option. However, the department believes that the mower with the dump bin is more suitable for the City of Gridley due to its efficiency and ease of use, thereby enhancing the safety of Public Works staff.

The 3 quotes are as follows:

- Oroville Power - \$32,089.31
- Baker Supplies and Repairs - \$31,752.50
- Oroville Power (Toro) - \$22,595.35

**Financial Impact**

The cost of this mower is \$31,752.50 and will be charged to the two Maintenance Districts. This expenditure was included in the FY 2023-2024 CIP.

**Compliance with City Council Strategic Plan or Budget Goals**

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

**Attachments**

Three quotes for a mower.

# Grasshopper QuikQuote #62200N01410



**Vendor:**  
**Moridge Mfg. Inc.**  
 105 Old Highway 81 S.  
 P.O. Box 810  
 Moundridge, KS 67107

**Contact:**  
**Brent Dobson**  
[bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

**Quoted by**  
**Robert Ohannesian**  
 ,  
 P: (831) 801-6090

**Mike Simmon**  
 Manager Orovillepower  
 E: [Orovillepower@att.net](mailto:Orovillepower@att.net)  
 P: 530-720-3222

**Quoted for**  
**City of Gridley**  
 123  
 Gridley Ca, 95948  
 E: [Orovillepower@att.net](mailto:Orovillepower@att.net)  
 P: 530-720-3222

**OMNIA**  
 PARTNERS  
 (U.S. Communities)

**Contract ID: #22-6640**  
**Contract Period:**  
 05/15/2022–05/14/2025  
 Quoted Apr 1, 2024

## Power Unit & Deck

|   | List        | Contract    |
|---|-------------|-------------|
| <b>Model 900D-1.3L (532165)</b><br>1.3L MaxTorque Diesel engine; "no-gears" G3 pump-and-wheel-motor transmission; integrated multi-point suspension; Premier Suspension Seat and shock-absorbing footrest | \$22,135.00 | \$17,265.30 |

|   |            |            |
|---|------------|------------|
| <b>3661PF – 61" w/ PowerFold (532810)</b> | \$4,705.00 | \$3,669.90 |
|---|------------|------------|

## Wholegoods

|  | List     | Contract |
|--|----------|----------|
| <b>503708 – QuikAjust Tilt Lever Kit "Tall Boy" Hyd Switch</b> | \$230.00 | \$195.50 |
| <b>533511 – Turf Tread Tires - 24 x 12-12</b>                  | \$0.00   | \$0.00   |
| <b>503188 – Canopy, Aluminum, for OPS and ROPS</b>             | \$550.00 | \$467.50 |
| <b>503042 – Air Dam Kit 61</b>                                 | \$70.00  | \$59.50  |
| <b>503637 – Speed-Trimming Roller Kit (LT)</b>                 | \$135.00 | \$114.75 |

## Implements

|                                  | List     | Contract |
|----------------------------------|----------|----------|
| <b>504800 – Joystick Control</b> | \$350.00 | \$297.50 |

## Powervac – Model 15B HighLift

|  | List      | Contract  |
|--|-----------|-----------|
| <b>503190 – Model 15B Hopper - without mount</b>                                 | \$2255.00 | \$1916.75 |
| <b>503173 – Vac Drive 361 - w/ Med. Lift blades - fits 3461 &amp; 3661 decks</b> | \$1475.00 | \$1253.75 |
| <b>503555 – High-Lift 15B Collector Kit</b>                                      | \$4080.00 | \$3468.00 |

List Total: **\$36,234.00**

Contract: **\$28,920.10**

## Additional Pricing Adjustments

|             |                       |
|-------------|-----------------------|
| + Freight   | \$1,000.00            |
| + Sales Tax | \$2,169.21<br>(7.25%) |

**Grand Total: \$32,089.31**

**Make PO to:** Moridge Mfg. Inc.

**Fax PO to:**

**Email PO to:**

[bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

**PO #:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_

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

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

# Grasshopper QuikQuote #13693N00001



**Vendor:**  
**Moridge Mfg. Inc.**  
105 Old Highway 81 S.  
P.O. Box 810  
Moundridge, KS 67107

**Contact:**  
**Brent Dobson**  
[bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

**Quoted by**  
**Baker Supplies & Repairs  
Gridley**  
1201 Independence Pl  
Gridley, CA 95948  
P: (530) 695-7275

**Jeff Rogers**  
*Northern CA Representative*  
E:  
[bakersuppliesjr@gmail.com](mailto:bakersuppliesjr@gmail.com)  
P: 5306957275

**Quoted for**  
**Jerry Cox**  
City of Gridley Public Works  
853 Laurel Street  
Gridley, CA 95948  
P: 530-846-2298

**OMNIA**  
PARTNERS  
(U.S. Communities)

**Contract ID: #22-6640**  
**Contract Period:**  
05/15/2022–05/14/2025  
Quoted Mar 19, 2024

## Power Unit & Deck

### Model 900D-1.3L (532165)

1.3L MaxTorque Diesel engine; "no-gears" G3 pump-and-wheel-motor transmission; integrated multi-point suspension; Premier Suspension Seat and shock-absorbing footrest

3661PF – 61" w/ PowerFold (532810)

List

\$22,135.00

\$4,705.00

List Total: **\$36,164.00**

Contract: **\$29,660.11\***

\*Price includes freight and set-up

## Additional Pricing Adjustments

+ Sales Tax                      \$2,092.39  
(7.25%)

## Wholegoods

503708 – QuikAjust Tilt Lever Kit "Tall Boy" Hyd Switch

533511 – Turf Tread Tires - 24 x 12-12

503188 – Canopy, Aluminum, for OPS and ROPS

503637 – Speed-Trimming Roller Kit (LT)

List

\$230.00

\$0.00

\$550.00

\$135.00

Grand Total: **\$31,752.50**

**Make PO to:** Moridge Mfg. Inc.

**Fax PO to:**

**Email PO to:**

[bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

**PO #:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_

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

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

## Implements

504800 –Joystick Control

List

\$350.00

## Powervac – Model 15B HighLift

503190 –Model 15B Hopper - without mount

503173 –Vac Drive 361 - w/ Med. Lift blades - fits 3461 & 3661 decks

503555 –High-Lift 15B Collector Kit

List

\$2255.00

\$1475.00

\$4080.00

# Q U O T A T I O N

Oroville Power Equipment  
2816 Olive Highway  
Oroville, CA 95966 USA  
Phone #: (530)534-3120  
Fax #: (530)534-3124

PHONE #: (530)846-2298  
CELL #:  
ALT. #: (530)403-0948 Ext: SC001  
P.O.#:  
TERMS: Cash  
SALES TYPE: Quote

DATE: 3/14/2024  
ORDER #: 213398  
CUSTOMER #: 128953  
CP: Mike S  
LOCATION: 2  
STATUS: Active

**BILL TO 128953**

CITY OF GRIDLEY  
685 KENTUCKY ST  
GRIDLEY, CA 95948 US

**SHIP TO**

CITY OF GRIDLEY  
685 KENTUCKY ST  
GRIDLEY, CA 95948 US

| MFR | PRODUCT NUMBER | DESCRIPTION                                 | QTY | PRICE       | NET         | TOTAL        |
|-----|----------------|---|-----|-------------|-------------|--------------|
| TOR | TOR72926       | 6000 Series TORO 60",26.5hp, Commercial ZTR | 1   | \$20,110.00 | \$20,110.00 | \$20,110.00  |
| TOR | 78553          | Z-MASTER VAC BLOWER KIT                     | 1   | \$2,233.00  | \$2,233.00  | \$2,233.00   |
| TOR | 78563          | Z-MASTER SOFT BAGGER                        | 1   | \$3,550.00  | \$3,550.00  | \$3,550.00   |
| TOR | TORO REBATE    | TORO REBATE                                 | -1  | \$5,429.70  | \$5,429.70  | (\$5,429.70) |
| TOR | 115-4510       | BIMINI FOLDING SHADE ASM (3AA)              | 1   | \$410.00    | \$410.00    | \$410.00     |

Prices reflected on this quote are valid for 30 days.  
Thank you for coming into Chico Power Equipment!

SUBTOTAL: \$20,873.30  
TAX: \$1,722.05  
**ORDER TOTAL: \$22,595.35**

Authorized By: \_\_\_\_\_



**City Council Agenda Item #9**  
Staff Report

**Date:** May 20, 2024  
**To:** Mayor and Council  
**From:** Utility Director Ross Pippitt

|          |           |
|----------|-----------|
| <b>X</b> | Regular   |
|          | Special   |
|          | Closed    |
|          | Emergency |

**Subject:** Eagle Meadows Well Emergency Repair

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**Recommendation**

The Public Works Department respectfully requests the City Council approve the engagement of CPM Commercial Pump & Mechanical INC. to perform an emergency repair on the Eagle Meadows Well. CPM previously completed work on the Liberty Well, demonstrating a high level of professionalism and expertise. The Eagle Meadows Well is a critical component of our water system, and its timely repair is essential.

**Background**

The Eagle Meadows Well recently experienced issues causing its shutdown. The Public Works Department prioritizes the repair of this well to ensure it is operational before the peak summer season. To obtain an accurate cost estimate, an inspection by a qualified company is required. This process involves removing the pump and diagnosing the problem. Upon completion of the inspection, a detailed quote for the repair will be provided.

**Financial Impact**

The price is unknown at this time. At the council’s recommendation, we can bring this back to council once we receive a quote for approval or move forward with the repair and give council an informational update.

**Compliance with City Council Strategic Plan or Budget Goals**

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

**Attachments**

None



**City Council Agenda Item #10**  
Staff Report

**Date:** May 20<sup>th</sup>, 2024  
**To:** Mayor and Councilmembers  
**From:** Tony Galyean, City Attorney

|   |           |
|---|-----------|
| x | Regular   |
|   | Special   |
|   | Closed    |
|   | Emergency |

**Subject:** Resolution No. 2024-R-016: A resolution of the City of Gridley to enter into an agreement with the law firm of Jones Mayer, PLC for the purposes of exploring the feasibility and potentially moving forward with commencement of Health & Safety Code Receiverships concerning abatement of existing nuisance and dangerous conditions of private property existing upon two (2) separate properties located within the city limits of the City of Gridley, those being 110 Virginia Street and 390 Virginia Street, respectively, and to authorize the City Administrator to execute the Legal Services Fee Agreement related thereto.

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**Recommendation:**

City Staff respectfully recommends that the City Council adopt Resolution No. 2024-R-016.

**Discussion:**

As has been discussed in previous City Council Meetings, there exists and has existed for many years dangerous conditions of private property at the locations of 110 Virginia Street and 390 Virginia Street, respectively. These two separate locations are privately owned properties within the City Limits which, due to their unsecured, open, dangerous, structurally compromised and blighted conditions, constitute a clear and present danger to all those who enter into or upon said properties including, but not limited to, children, homeless or unsheltered persons, city personnel including first responders and all those who enter. Furthermore, the conditions of these two respective properties serve as an attractive haven for vermin and have been the location of repeated fires and suspected illicit activities.

In furtherance of exploring options for the remediation of the blighted conditions existing upon the properties, the possibility of pursuing Health and Safety Code Receiverships under California Health & Safety Code 17980 et seq. has been discussed and explored. An H&S Receivership is a special type of lawsuit whereby the Superior Court, at the request of the Plaintiff, may appoint a third party fiduciary called a "Receiver" to take legal possession and control of a distressed or dangerous blighted property and to take whatever feasible steps are necessary and available to mitigate if not completely eliminate the ongoing dangerous and nuisance conditions.

Health & Safety Code Receiverships are a highly technical niche type of legal actions which are the type of lawsuit and process which lend themselves to specialization by practitioners who largely handle or specialize, if not exclusively practice, in such matters.

Jones Mayer, PLC, is a California based law firm with offices in both Fullerton California and Citrus Heights California which specializes in Health & Safety Code Receiverships and has a practice group which is dedicated solely to representing municipalities in such matters.

The process involves first engaging the law firm to study the feasibility and suitability of the subject properties using an established list of appropriate receiver candidates with whom the law firm has existing contacts. The receiver candidate would then perform property inspections, obtain property appraisals and evaluate the costs necessary to mitigate the dangerous conditions, including, but not limited to entirely demolishing structures and scraping the subject property to prepare the same for sale.

Prior to moving forward with an actual H&S Receivership lawsuit, the receiver and the attorneys would provide all of the necessary legal notices to the property owners in an effort to motivate the property owners to undertake the necessary cleanup of the properties themselves under penalty and pain of law. Only after the statutory notice periods have expired without resolution or action to mitigate dangerous conditions and secure the properties would a lawsuit commence.

**A typical timeline would look something like this:**

1. Initial Phase Investigation of Code Violation and enforcement history: 2-4 weeks (est.);
2. Notice and Potential Cure Period: 4-6 weeks (est.) (depending upon length of time agreed to by City for cure of specified conditions;
3. Filing of Lawsuit/Petition to Appoint Receiver with Court: when determined to be feasible and necessary: Approximately 60 days (est.) following initial engagement;
4. Lawsuit time: Unpredictable as this is largely a function of the court's calendar backlog as well as the extent of opposition to the petition and lawsuit.

**Costs:**

According to Jones Mayer, H&S Receiverships are in most cases are largely cost neutral to the City in the long run. This is because if the ultimate remedy of cleanup and sale of the property are achieved, the costs of the receivership process, including the costs of the receiver and the attorneys fees necessary. While there are fees and costs associated with the receivership process throughout the process borne and paid for by the City, these fees and costs are legally the responsibility of the real property owners and will be recovered through the sale of the property or ordered by the court to be repaid by the owners to the City. Often, City Staff can be used and hired by the Receiver to accomplish much of the scope of work.

**Personal Impressions:**

I have now personally interviewed attorney Amanda Pope with Jones Mayer PLC. Amanda is the director of their H&S Receivership practice group.

Jones Mayer has been specializing in these types of matters for roughly 40 years and appears to have more experience than any other firm I can find with an emphasis in this niche space of legal services. Following my discussion with her and her outline of the processes. I am quite confident that the City will be well served with and by Amanda Pope and her team at Jones Mayer PLC and I accordingly support their retention to assist in alleviating these long standing blighted properties at 110 Virginia and 390 Virginia Streets, respectively.

**Scope:** Because these two properties are technically separate and distinct with differing owners, the scope of work would involve TWO (2) separate and distinct actions, one related to 110 Virginia Street and the second related to 390 Virginia Street.

**A RESOLUTION OF THE CITY OF GRIDLEY TO ENTER INTO AN AGREEMENT WITH THE LAW FIRM OF JONES MAYER, PLC FOR THE PURPOSES OF EXPLORING THE FEASIBILITY AND POTENTIALLY MOVING FORWARD WITH COMMENCEMENT OF HEALTH & SAFETY CODE RECEIVERSHIPS CONCERNING ABATEMENT OF EXISTING NUISANCE AND DANGEROUS CONDITIONS OF PRIVATE PROPERTY EXISTING UPON TWO (2) SEPARATE PROPERTIES LOCATED WITHIN THE CITY LIMITS OF THE CITY OF GRIDLEY, THOSE BEING 110 VIRGINIA STREET AND 390 VIRGINIA STREET, RESPECTIVELY, AND TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE THE LEGAL SERVICES FEE AGREEMENT RELATED THERETO**

**WHEREAS**, there presently exists upon the privately owned real properties located at 110 Virginia Street and 390 Virginia Street, respectively, within the city limits of the City of Gridley unsafe, unstable, dangerous, open and dilapidated conditions which such conditions have existed for years on an ongoing basis without remediation or abatement; and,

**WHEREAS**, the owners of these respective properties have heretofore not taken any steps to mitigate, lessen, clean up or secure said dangerous conditions which have resulted in an increase of urban blight within the immediate surrounding vicinities of the properties; and,

**WHEREAS**, the law firm of Jones Mayer, PLC, is a California business specializing in the specialty niche practice area of Health & Safety Code Receiverships under California law as a tool for the abatement of existing and ongoing dangerous blighted and nuisance conditions of private property through receivership processes; and,

**WHEREAS** the City of Gridley desires to explore and, if feasible, move forward with abating said ongoing existing dangerous blighted nuisance conditions existing upon the properties of 110 Virginia Street and 390 Virginia Street, respectively; through the legal tool and processes of Health & Safety Code Receiverships and,

**WHEREAS**, The City Council desires to authorize the City Administrator to execute the Legal Services Agreement with Jones Mayer, PLC;

**NOW THEREFORE, BE IT RESOLVED:**

The City of Gridley hereby authorizes the City Administrator to execute an agreement between the City and the law firm of Jones Mayer, PLC for the purposes of determining the feasibility of moving forward with Health & Safety Code Receiverships for the properties located at 110 Virginia Street and 390 Virginia Street, respectively, and to move forward with such receivership legal actions if in the judgment of Jones Mayer, PLC, assuming that it is determined that such receiverships are both feasible and appropriate.

**I HEREBY CERTIFY** that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on May 20<sup>th</sup>, 2024, by the following vote:

AYES: COUNCIL MEMBERS  
NOES: COUNCIL MEMBERS  
ABSTAIN: COUNCIL MEMBERS  
ABSENT: COUNCIL MEMBERS

ATTEST:

APPROVE:

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Elisa Arteaga, City Clerk

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Michael W. Farr, Mayor