

Gridley City Council – Regular Meeting Agenda

Monday, June 19, 2023; 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 June 19th, 2023, via email to 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/86358622627?pwd=L01EdINDVHFJeFVEcFBIcm5aZUFwZz09>

Passcode: 215057

Webinar ID: 863 5862 2627

Or Telephone:

+1 669 444 9171 US

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CALL TO ORDER - Mayor Farr

ROLL CALL

PLEDGE OF ALLEGIANCE – Councilmember Calderon

INVOCATION – None

PROCLAMATION – None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES - None

CONSENT AGENDA

1. City Council Minutes Dated June 5th, 2023
2. Acknowledgement of Chandler Park Subdivision Annexation: LAFCO File No. 22-10 (a Portion Thereof): Annexation of approximately 80 Acres from Butte County to the City of Gridley with Amendments to the Tentative Subdivision Map 2-20 Conditions of Approval. (APN: 022-210-092)
 - Resolution No. 2023-R-016: A Resolution of the City Council Authorizing the City Administrator to Accept Dedications of Public Lands, Rights-of-Way, and Easements on Behalf of the City Council.

3. Caltrans Improvement Agreement – Sunrise Senior Apartments

ITEMS FOR CONSIDERATION

4. Consideration of Support for Proclamation Recognizing June as Price Month in the City of Gridley (Councilmember Sanchez)

5. Pacific Flyway Tentative Subdivision Map

- Resolution No. 2023-R-017: A Resolution of the Gridley City Council Approving Tentative Subdivision Map 2-23 to Subdivide One Parcel Consisting of Approximately 14.8-acres into Seventy (70) Parcels, Adopt a Mitigated Negative Declaration, a Mitigation Monitoring Plan, and Authorize the City Administrator to Execute Documents and Accept Offers of Dedication on Behalf of the City Council, Located on the South Side of Sycamore Street and at the Terminus of Laurel Street. (APN 010-270-121)
- First Reading by Title Only of Ordinance 847-2023: An Ordinance to Rezone Approximately 14.8-acres from Residential Suburban (R-S) to Single Family Residential District (R-1) and to Rescind the Existing Agriculture Overlay Zoning Designation, for a Proposed Density of 4.9 du/ac Located on the South Side of Sycamore Street and at the Terminus of Laurel Street. (APN 010-270-121)

6. First Reading by Title Only of Ordinance 848-2023: An Amendment to Ordinance No. 844-2023 Adopted by the City Council on March 6, 2023 Removing the Open Space Designation as Shown on APN 022-210-095, 80.48 acres, APN 022-210-087, 4.5 acres, and APN 022-210-051, 10.5 Acres Totaling Approximately -95.5 Acres and Replacing it with R-1 Single Family Residential, and R-2, Medium Density Residential District

7. Resolution 2023-R-018: A Resolution of the City of Gridley Adopting the 2023 Water Shortage Contingency Plan, Dated June 2023

8. Resolution 2023-R-019: A Resolution of the City of Gridley Adopting a List of Projects for Fiscal Year 23/24 Funded by SB 1: the Road Repair and Accountability Act of 2017

9. Resolution 2023-R-020: A Resolution of the City Council of the City of Gridley Approving Agreement No. 2CA06266 with the California Department of Forestry and Fire Protection and Authorizing the Mayor to Sign the Agreement for Services from July 1, 2023, to June 30, 2024

10. Award of Contract for 2 Hyundai Forklifts through Sourcewell

11. FY 23/24 Budget Study Session Schedule

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.*

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 30-90 days):*

Finance Policies	7/17/2023
Cost of Services Study Findings and Recommendations	7/17/2023
Budget Study Sessions	6/21-23/2023

CLOSED SESSION - None

ADJOURNMENT – adjourning to a Regular meeting on July 17th, 2023.

NOTE 1: POSTING OF AGENDA- This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., June 16th, 2023. This agenda along with all attachments is available for public viewing online at www.gridley.ca.us and at the Administration Counter in City Hall, 685 Kentucky Street, Gridley, CA.

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

Gridley City Council – Regular Meeting Minutes

Monday, June 5, 2023; 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, Johnson, Calderon, Roberts, Sanchez
Absent: None
Arriving after roll call: None

Staff Present:

Cliff Wagner, City Administrator
Rodney Harr, Police Chief
Tony Galyean, City Attorney
Ross Pippitt, Public Works Director
Jake Carter, Utility Director
Ashley Ayala, Recreation Coordinator

PLEDGE OF ALLEGIANCE

Councilmember Sanchez led the Pledge of Allegiance.

INVOCATION – None

PROCLAMATION – None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES

Police Chief Harr introduced the newly hired police officer, Johnathan Corrales.

District Fire Chief Sean Norman introduced two newly promoted employees: Dustin Mattos, Fire Captain and Mike Conaty, Fire Battalion Chief.

COMMUNITY PARTICIPATION FORUM

Christian Garcia, of Waste Management, thanked the community and informed Council of their time well spent at the Red Suspenders Day Parade.

Sunny Dhami requested his project at 890 Bridgeford Ave. be placed as a future agenda item for Council's direction.

Justin Kern, Superintendent of Gridley Unified School District, spoke to Council thanking the community for the pass of measure J. Kern also expressed concerns of communication with the City's planning department.

Eric Waterbury, Gridley Unified School District, supported Kern's comments concerning communication with the planning department.

Mike Visinoni, M&D Developments, requested a response to his billing questions regarding Steffen Estates be placed on a future agenda.

Steve Stapley, S&S Construction, addressed Council in support of Visinoni's request.

CONSENT AGENDA

1. City Council Minutes Dated May 15th, 2023

Motion to approve consent agenda was made by Vice Mayor Johnson, seconded by Councilmember Roberts.

ROLL CALL VOTE

Ayes: Farr, Johnson, Calderon, Roberts, Sanchez

Motion passed, 5-0

ITEMS FOR CONSIDERATION

2. Informational Report – Ashley Ayala, Recreation Coordinator

Recreation Coordinator, Ashley Ayala, provided Council with a brief update on the Free Fishing Derby Day and informed them of programs currently being offered to the community.

Mayor Farr and Councilmember Calderon both expressed gratitude for the City's growing youth programs.

3. Water Shortage Contingency Plan Draft

City Administrator Wagner, along with City Engineer Dave Harden via zoom, presented the staff report requesting Council and public input to the draft Water Shortage Contingency Plan.

Councilmember Sanchez stated for the record that she believes future City staff participation should be in person.

After Council and staff discussion regarding minor changes to the draft, Council was informed that the final plan will come back with the changes made for review and approval. No action was required at this time.

4. Consideration of City of Live Oak Request for Proposal (RFP) for Policing Services

City Administrator Wagner informed Council of a request he received from the City of Live Oak's City Manager to submit a proposal for policing services.

Police Chief Harr presented his research and recommended that Council not submit a proposal to which Council agreed.

CITY STAFF AND COUNCIL COMMITTEE REPORTS

Councilmember Calderon informed Council of his attendance at the Butte County Library Ad-Hoc and Butte County Behavioral Health meetings.

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

CITY ADMINISTRATOR REPORTS

Administrator Wagner informed Council of his upcoming meeting with Avatar Natural Foods who is looking to bring their natural cookie producing business to Gridley.

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

Pacific Flyway Tentative Subdivision Map	6/19/2023
Request for Proposal for Audit Services	6/19/2023
Finance Policies	6/19/2023
Cost of Services Study Findings and Recommendations	6/19/2023
Budget Study Sessions	6/21-23/2023

CLOSED SESSION

5. Closed Session conference with Legal Counsel pursuant to Government Code 54956.95 – Liability Claim by the Estate of Baltazar Rubio and Rosario Rubio against the City of Gridley and designated officers of the Gridley Police Department

After Councilmember Calderon recused himself, Council went into closed session at 7:20 pm and came out with no reportable action.

ADJOURNMENT

With no further items left to discuss, Mayor Farr adjourned to the next regular meeting on June 19th, 2023.

City Council Item #2
Staff Report

Date: June 19, 2023

To: Mayor and Councilmembers

From: Donna Decker, Planning Director

Subject: Chandler Park Subdivision: LAFCO Annexation File No. 22-10 (A portion thereof); Annexation of approximately 80 acres from Butte County to the City of Gridley with amendments to the Tentative Subdivision Map 2-20 Conditions of Approval. (APN: 022-210-092)

X	Regular
	Special
	Closed
	Emergency

Resolution No. 2023-R-016: a Resolution of the City Council Authorizing the City Administrator to Accept Dedications of Public Lands, Rights-Of-Way, and Easements on Behalf of the City Council.

Recommendation

City staff respectfully recommends the City Council:

1. Adopt Resolution No. 2023-R-0016 to amend the approved conditions of approval for TSM 1-20 incorporating additional conditions from LAFCo, acknowledge the annexation of LAFCO 22-10, and to authorize the City Administrator to accept dedications of public lands, rights-of-way, and easements on behalf of the City Council.

Summary

On October 18, 2021, the City Council adopted resolutions and an ordinance to approve the Tentative Subdivision Map 2-20 (2021-R-036) to develop 40 acres creating 200-single family residential properties and one property dedicated to city utility services, to support the annexation (2021-R-034) to be submitted to the Butte County Local Agency Formation Commission (LAFCo), a General Plan Amendment and Mitigated Negative Declaration (2021-R-035) and an ordinance to rezone the property (Ord No. 835-2021).

The annexation application was received and heard by LAFCo on November 3, 2021 and approved by LAFCO Resolution No. 4 2022/2023, Attachment 3.

Staff is returning to the City Council to have the annexation accepted and to amend the Tentative Subdivision Map conditions of approval amended by adding the condition to provide a 300 ft agricultural buffer in accordance with the LAFCO resolution.

Discussion

Location

The subject site is an approximately 40-acre parcel located on the east side of W. Biggs Gridley Road and north of the Heron Landing subdivision.

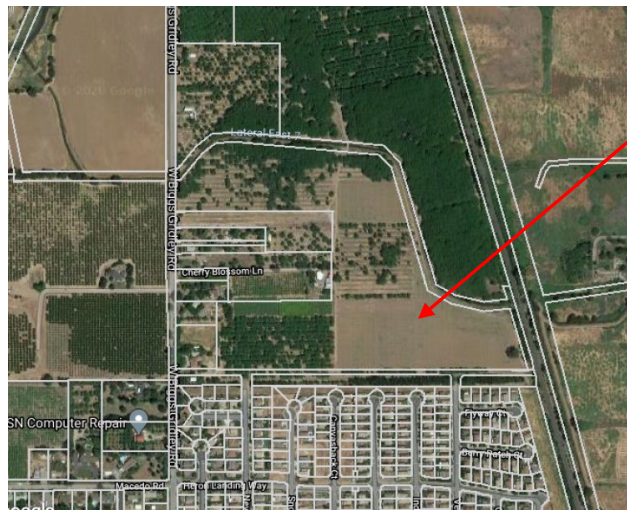
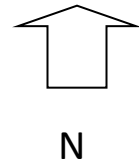


Figure 1: Location Map

Subject Site



The property is contiguous to the existing City boundary and has been within the Sphere of Influence since before the 2010 General Plan Update. It has been anticipated that this is one of the next logical areas of growth expansion to the city.

General Plan

The City Council amended the General Plan at the time to provide consistent land use designation for Residential, Medium Density and Park. Since that time, the City Council followed with a citywide General Plan Amendment to have all residential designations a single designation of “Residential” to ensure existing and future conformity with density as a result of recent State legislation. The project site now has a General Plan land use designation of Residential.

LAFCo Action

On November 3, 2021, LAFCo unanimously voted to support the annexation of the lands and detach it from Butte County and incorporate it into the City of Gridley. During the course of the review of the project, LAFCO received concerns from Butte County and its Agriculture Commissioner that the project should adhere to the Butte County Ordinance for agricultural buffers and be consistent with the city of Gridley’s General Plan policies. LAFCO staff report concludes:

The project would result in the conversion of approximately 57 acres of land zoned by Butte County for ag uses. The city is surrounded by agricultural land, and any annexation and development consistent with the General Plan would convert areas currently in agricultural production to urban uses. The City of Gridley General Plan policies and actions do not completely offset the loss of important farmland, and no feasible mitigation measures are available to avoid this impact. The City of Gridley City Council approved the General Plan update with Findings of Fact and adopted the 2030 General Plan with a Statement of Overriding Considerations finding that expanding the housing opportunities and economic growth opportunities in the City of Gridley outweigh the adverse impacts of the conversion of prime agricultural land. The City Council determined that for the health and growth of the City, a loss of agricultural resources would occur. To further encourage consistency with the City of Gridley General Plan and the Butte County General Plan Agricultural Setbacks requirements, staff recommends a

condition of approval that would require and ag buffer/setback. The ag buffer/setback shall be applied to proposed residential uses within 300 feet of parcels zoned for agricultural uses, that are outside of the City's SOI/Planned Growth Area. For this particular project, the approved tentative subdivision map for Chandler Park Subdivision shall include a note and delineation on the final map that no residential uses shall be constructed within the 300 foot buffer until such time that the zoning and General Plan designation for the westerly contiguous parcel (APN 022-210-020) is changed to something other than agriculture (see Condition of Approval #B). The proposed condition has the support of the Butte County Agriculture Commissioner's office and the Butte County Department of Development Services Planning Division.

The project is returning to the City Council to amend the Tentative Subdivision Map layout and conditions of approval adding the LAFCO requirement of the 300-foot agricultural buffer located contiguous to West Biggs Gridley Road. The buffer is allowed to utilize the road right-of-way in the calculation of the buffer width.

Amendments to the map

In an effort to ensure a successful project, the applicants have amended the map which is also submitted as a part of Attachment 1. An attachment that compares the maps is provided in order to visually see the changes made.

The map has been amended to increase the number of lots from 201 to 203; it has added Lot A and Lot B. Lot A is defined as a park and Lot B is not described for a specific use other than land meeting the agricultural buffer requirement. Lot C is now the site for city utilities. The detention basin has remained in the same location adjacent to the railroad corridor.

The street layout has considerable changes in the north portion of the site.

A condition of approval requiring the 300 foot agricultural buffer has been added to the added to the Tentative Map conditions of approval; 2023-R-016: this resolution rescinds and supersedes Resoluton No. 2021-R-036.

Public Notice

A notice was posted in the Gridley Herald 72 hours in advance of the City Council meeting, posted at City Hall, made available at the Administration public counter, and placed on the City website for review.

Attachments

1. Resolution No. 2023-R-016:
2. Map comparison of the approved Tentative Subdivision Map 1-20 and the amended map
3. LAFCo Resolution No. 4 2022/2023

A RESOLUTION OF THE GRIDLEY CITY COUNCIL APPROVING THE AMENDMENT OF TENTATIVE SUBDIVISION MAP NO. 2-20, RESCINDING RESOLUTION NO. 2021-R-036, TO SUBDIVIDE ONE PARCEL CONSISTING OF APPROXIMATELY 40.0 ACRES INTO TWO HUNDRED AND THREE (203) PARCELS FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT, LOTS A AND B FOR A PARK AND/OR AGRICULTURAL BUFFER, LOT C FOR UTILITY USE, AND LOT D FOR A DETENTION BASIN LOCATED ON THE EAST SIDE OF WEST BIGGS GRIDLEY ROAD (APN 022-210-092)

WHEREAS, on October 18, 2021, the City Council of the City of Gridley reviewed and approved Tentative Subdivision Map 2-20 by Resolution No. 2021-R-036, and approved of the project moving forward to LAFCO for annexation into the City of Gridley; and,

WHEREAS, the proposed General Plan designation has been amended since the original approval of this map and is now Residential; and,

WHEREAS, on November 3, 2021, LAFCO approved the annexation of the lands by Resolution No. 4 2022/2023 and on June 2, 2023, the State Board of Equalization has accepted the annexation; and,

WHEREAS, the City Council determined that the amended tentative map and its design and improvements are consistent with Gridley's 2030 General Plan for the growth of the city and zoning ordinance policies regarding the use and division of land, and meets the conditions required by LAFCO to complete the annexation process by providing a 300 foot agricultural buffer; and,

WHEREAS, the City Council finds that the amended tentative subdivision map 2-20 complies with all state and city regulations governing the division of land, and that division and development of the property in the manner set forth on the tentative parcel map as shown on Exhibit A will not unreasonably interfere with the free and complete use of existing public and/or public utility easements or rights-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIDLEY, AS FOLLOWS:

SECTION 1: FINDINGS FOR APPROVAL OF THE TENTATIVE SUBDIVISION MAP

1. That the proposed project is consistent with the City of Gridley General Plan and does not exceed density and intensity standards within the Land Use Element. *The Residential standards of the City's General Plan provides for a range of densities that are defined within the proposed zoning designation of the property. The proposed project has a gross density of approximately 5.0 dwelling units per acre of residentially developed land.*
2. That the site is physically suitable for the type of development proposed. *The proposed residential uses are consistent with adjacent residential uses to the south and consistent with the requirements of LAFCO providing a 300 foot agricultural buffer on the west boundary contiguous to West Biggs Gridley Road. No hazards exist on the site which would make the property inappropriate for people or residential uses.*
3. That the site is physically suited for the density of development. *The proposed R-1, Single-Family Residential zoning district allows for the development of single-family residential dwelling units on lots that range from 3,600 square feet (R-1B) to 9,316 square feet (R-1) with an*

average of 5,486 square feet (R-1C). The proposed Tentative Subdivision Map has a proposed density of 5.0 dwelling units per gross acre which conforms to the requirements of the R-1 zone district and the Residential General Plan land use designation. The project site has slopes of less than 2%, it is not within a 100-year flood plain and can accommodate drainage facilities necessary for the proposed density, it has adequate access to public roads which have the capacity to serve the development.

4. That the design of the subdivision or the proposed improvements are not likely to cause serious public health problems. *As conditioned, the project will provide adequate sanitary sewer, a public water supply, storm drainage facilities, and roadway and construction conditions and mitigation measures to minimize project related problems. Standard subdivision improvements will include fire hydrants, streetlights and roadways designed for residential traffic.*

5. The design of the project will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed project. *The project will not impact or conflict with any easements or land acquired by the public.*

6. The amended Tentative Subdivision Map conforms to the provisions of the Subdivision Map Act and to the provisions of Gridley Municipal Code Title 16 - Subdivisions (GMC Section 16.15). *The tentative subdivision map complies with the required form and content of tentative subdivision maps, as set forth by the City and based upon the provisions of Title 16 of the Gridley Municipal Code.*

7. The amended tentative subdivision map conforms to the provisions of the City of Gridley General Plan (GMC Section 16.15). *The project is consistent with the General Plan land use designation of Residential.*

8. The amended tentative parcel map is consistent with good planning and engineering practice (GMC Section 16.15). *The City Engineer has reviewed the tentative subdivision map, and has attached conditions that have been incorporated within the Conditions of Approval. All lots comply with the requirements in the City of Gridley Land Division Standards and Improvement Standards.*

9. The project will not be harmful to the public health and safety or the general welfare of the persons residing or working in the area. *The project applicant proposes to develop the lots for residential uses. This type of development is not considered potentially harmful to the public health and safety or to the general welfare of persons residing in the vicinity.*

10. The project will not result in substantial environmental damage. *The tentative subdivision map would not result in any substantial damage to the environment. Development proposed under the subdivision map would be consistent with the type of development in the vicinity, and would not substantially damage the physical environment of the area. The site is located within the Sphere of Influence and has annexed into the city in accordance with LAFCO resolution no 4 2022/2023.*

SECTION 2: THE CITY COUNCIL OF THE CITY OF GRIDLEY:

Approves amended Tentative Subdivision Map 2-20 as described subject to the following conditions of approval:

A. GENERAL REQUIREMENTS:

1. The applicant shall file a Declaration of Acceptance of the following conditions by submitting a signed copy of the conditions to the Planning Department within 30 days of the City Council approval.
2. The Tentative Map 2-20 shall expire after three years. An extension is allowed under the Subdivision Map Act by application to the city of Gridley 30 days prior to expiration in addition to other extensions by the California State Legislature.
3. Development of the site shall comply with all requirements at the time of development.
4. In the event of the discovery or recognition of prehistoric or historic resources in the area subject to development activity, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie similar resources and a professional archaeologist shall be consulted. Further, if human remains are discovered, the coroner of the county in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required. If the County Coroner determines the remains to be Native American, the coroner shall contact the Native American heritage Commission within 24 hours.

Upon completion of the site examination, the archeologist shall submit a report to the City describing the significance of the finds and make recommendations as to its disposition. If human remains are unearthed during construction, the provisions of California Health and Safety Code Section 7050.5 shall apply. Under this section, no further disturbance of the remains shall occur until the County Coroner has made the necessary findings as to origin and disposition, pursuant to California Public Resources Code Section 5097.98. Mitigation measures, as recommended by the archaeologist and approved by the City, shall be implemented prior to recommencement of construction activity within the 50-foot perimeter.

5. A note shall be placed on the map related to the requirement for the project to pay all applicable impact fees for the development of the project at the currently adopted rates.
6. Minor changes may be approved by the Planning Director upon receipt of a substantiated request by the applicant, or their respected designee. Prior to such approval, verification shall be made by each Department that the modification is consistent with the application, fees paid, and environmental determination as conditionally approved.

Changes deemed to be major or significant in nature shall require a formal application for amendment.

7. All properties subject to Tentative Subdivision Map shall comply with all applicable requirements of the Gridley Municipal Code.
8. The applicant may enter into a Subdivision Agreement and/or a Development Agreement if construction is requested to begin prior to the recordation of the Final Map. The

agreement is a document approved by Council resolution.

9. Prior to construction, the applicant may request a grading permit and pay all applicable fees.

10. The applicant/developer may develop the subdivision in phases at the review and approval of the city.

11. All costs related for plan review, design, and improvement plan approval by city staff and/or consultants will be the responsibility of the applicant/developer at actual cost.

B. TAXES:

1. Segregate any assessments against the properties.

2. Pay any delinquent taxes and/or assessments against the properties.

3. The applicant, developer, owner shall submit a request for a tax exchange agreement between the City of Gridley and Butte County.

C. FEES:

1. Note on a separate document to be recorded simultaneously with the Subdivision Map, the requirement for payment of school impact fees, as levied by the Gridley Unified School District in accordance with State legislation at the currently adopted rate per square foot of building area.

2. Note on a separate document to be recorded simultaneously with the Subdivision Map, the requirement for payment of drainage fees levied and must be paid to the City at the time a building permit is issued for development of each parcel.

3. Note on a document to be recorded concurrently with the Final Map the requirement for payment of development impact fees at the time a building permit is issued for development on each lot at the current amount adopted by the City Council, at the time of building permit issuance.

D. CONVEYANCES AND EASEMENTS:

1. Dedicate and improve the east one-half of West Biggs Gridley Road including curb, gutter, sidewalk and street reconstruction from the north and south limits of the project entry. Improvements of the right-of-way shall be to the satisfaction of the City Engineer.

2. Dedicate and improve the residential street right-of-way for all interior subdivision streets to the satisfaction of the City Engineer.

3. Dedicate a 10-foot-wide public service easement adjacent to all public right-of-way frontages.

4. All right-of-way dedications shall be affected at the time of the Final Map filing.

E. STREETS:

1. All streets of the subdivision shall be constructed in conformance with the Gridley Public Works Construction Standards and the Gridley Municipal Code. The required structural sections

for the streets will be established by utilizing in place "R" values as determined by the Developer's engineer and traffic indices shown in the Gridley Public Works Construction Standards. The developer shall submit to the city construction details, plans and profiles, typical sections, specifications, and cost estimates that have been prepared by a registered civil engineer in the State of California. Prior to the start of any proposed new work, construction details, plans and profiles, typical sections and specifications, and cost estimates that have been prepared by a registered engineer shall be submitted to the Department of Public Works for review and approval prior to start of any work. An encroachment permit shall be required for any work within the public right-of-way.

2. Street names shall be approved by the Butte County Street name coordinator.
3. Install street name signs, traffic control signs, pavement markings and barricades in conformance with the Gridley Public Works Construction Standards.

F. STORM DRAIN FACILITIES:

1. Public and private improvements constructed as a result of approval of this subdivision shall not result in an increase in the rate of peak storm water runoff from the gross area of the pre-subdivided site during a one hundred (100) year design storm event. A Master design and Maintenance Plan for construction of improvements to comply with this requirement shall be reviewed and approved by the City Engineer of the City of Gridley and by the Engineer for Reclamation District 833, prior to recordation of the Final Map.
2. Prior to approval of the Final Map all of the following requirements shall be completed:
 - a) A registered engineer shall prepare and submit the following information to the city for review and approval:
 - i) Calculations identifying the estimated rate of peak stormwater runoff from the gross area of the undivided site and abutting streets as they exist at the time of approval of the tentative subdivision map during a one hundred (100) year [1% probability] design storm event. The calculations shall be prepared in a manner consistent with the Gridley Public Works Construction Standards, and with standard engineering practice.
 - ii) Construction details, plans and profiles, typical sections, specifications, and maintenance plans for any proposed stormwater detention facilities to be constructed to serve the parcels created by this subdivision.
 - b) A funding mechanism, e.g., Assessment District shall be established to provide for the on-going maintenance costs associated with approved stormwater detention facilities constructed pursuant to condition number "I" above. The funding mechanism shall be approved by the City of Gridley.
3. The applicant shall submit plans to Reclamation District No. 833 for review and approval and must pay review fees, if required. All fees must be paid prior to recordation of the

Final Map.

4. Dedication of the total area of the detention basin, park, open space, frontage improvements on West Biggs Gridley Road and all pedestrian connection trails, shall be made to the city of Gridley in fee title as a condition of recordation of the Phase 1 Final Map.
5. If surface detention facilities are proposed, the design shall minimize use of the facility by mosquitoes for breeding by incorporating some or all of the features recommended by the Butte County Mosquito and Vector Control District.
6. Construct standard drainage improvements along all streets within and adjacent to the site to the satisfaction of the City Engineer prior to issuance of the first Certificate of Occupancy for structures within the project.
7. All drainage improvements shall be constructed in conformance with the Gridley Public Works Construction Standards, the City of Gridley Master Drainage Plan, and the details shown on approved construction plans. The developer shall have a registered engineer prepare and submit construction details, plans and profiles, typical sections, specifications, and cost estimates to the Department of Public Works for review and approval prior to the recordation of the Final Map.

G. SANITATION FACILITIES:

1. All homes on the new lots created by this subdivision shall be connected to the city sanitary sewer system prior to issuance of a Certificate of Occupancy.
2. All sanitation facilities shall be constructed in conformance with the Gridley Public Works Construction Standards and the Gridley Municipal Code. The developer shall submit construction details, plans and profiles, typical sections, specifications, and cost estimates that have been prepared by a registered engineer to the Department of Public Works for review and approval prior to start of any work.

H. WATER FACILITIES:

1. All homes on the new lots created by this subdivision shall be connected to the municipal water system.
2. All water facilities shall be constructed in conformance with the Gridley Public Works Construction Standards and the Gridley Municipal Code. The developer shall submit construction details, plans and profiles, typical sections, specifications, and cost estimates that have been prepared by a registered engineer for review and approval prior to start of any work.
3. The City and the developer shall coordinate with RD 833 for the construction of appropriate decorative fencing to prohibit access to the canal.

I. FIRE PROTECTION:

1. The developer shall install fire hydrants in conformance with the requirements of the Uniform Fire Code as interpreted by the local division of the California Division of Forestry, the City of Gridley's contract Fire Department. The number of hydrants

installed, as well as the exact location and size of each hydrant and the size of the water main serving each hydrant, shall be as specified in the Code.

2. All residential structures shall provide a fire sprinkler system that meets or exceeds the requirements of the Fire Code.

J. ELECTRIC FACILITIES:

1. All homes on the new lots created by this subdivision shall be connected to the municipal electric system.
2. All transformers shall be pad mounted above ground.
3. Street lights shall be installed in the locations designated and to the satisfaction of the City Engineer. The street lights shall be City-owned and shall be installed in accordance with City standards.
4. All electric facilities shall be constructed in conformance with the Gridley Public Works Construction Standards and the Gridley Municipal Code. The developer shall submit construction details, plans and profiles, typical sections, specifications, and cost estimates that have been prepared by a registered engineer to the Department of Public Works for review and approval prior to start of any work.
5. All residential units are required to provide an operable solar system sized to the expected demand. Plans showing the proposed solar design and technical data sheets shall be submitted to the Electric Department for review and approval prior to submitting to Butte County for a building permit.

K. OTHER PUBLIC FACILITIES:

1. Telephone, cable television, internet, and natural gas service shall be provided to all parcels in accordance with the Gridley Public Works Construction Standards, the Gridley Municipal Code, and the requirements of the agencies providing these services.
2. If any existing utilities must be relocated as a result of this subdivision, the agencies that own the facilities may require the developer to pay the cost of such relocations.

L. LOT GRADING:

1. Prior to approval of a Final Map and improvement plans, a registered engineer or geologist shall prepare a soils report or geotechnical report. The report shall be prepared in a manner consistent with standard engineering practices and shall be reviewed for acceptability by the City Engineer.
2. The lots shall be graded in conformance with the Gridley Public Works Construction Standards and the Gridley Municipal Code. The developer shall submit grading details, plans and specifications prepared by a registered engineer for review and approval prior to the start of any work.

3. Prior to grading and sitework, a Storm Water Permit must be obtained from the Regional Water Quality Control Board.
 4. The applicant/developer is responsible for paying all costs for a third-party inspector approved by the City of Gridley and contracted with the City during the construction of any or all phases of development. The level of inspection required shall be determined by the City of Gridley.
 5. The applicant/developer is responsible for paying all plan check review costs by city staff and/or consultants required to approve the plans for the development of the site whether completed all at the same time, or by phases of development. The applicant/developer is responsible for paying all plan check review costs for the master vertical build plan for phasing, or by each unit proposed for construction in accordance with the City of Gridley Master Fee Schedule adopted by the City Council by Resolution No 2020-R-008. No permit to grade shall be allowed until the plans are fully approved by the City.
 6. At the onset of construction, clearing and grubbing, mobilization, the construction access shall be from West Biggs Gridley Road. All equipment, contractors, and material delivery and stockpiling shall be located at the north end of the project. When connection to roads from Heron Landing, Nevada Street and Vermont Street are effected, a temporary security gate shall be in place to prohibit access to the site through the neighborhood until the subdivision/phase roads are completed.
 7. Access to building pads for building the residential units shall be from West Biggs Gridley Road.
- M. ENGINEERING: (Refer to other sections of the conditions)**
1. Existing topo 50 feet beyond boundary and proposed finish grade contour lines both at 1 foot contour intervals shall be provided.
 2. Provide Conceptual Water Plan, proposed sizes, and tie in locations.
 3. Provide proposed fire hydrant locations.
 4. Provide Conceptual Sewer Plan, proposed sizes, slopes, sewer manholes and tie in locations.
 5. Provide Conceptual Drainage Plan, sizes and overland release and detention facilities.
 6. Public utility easements (PUE) shall be shown on plans.
 7. Conceptual Landscape Plan for frontage along West Biggs-Gridley Rd.
 8. Show all existing public facilities on West Biggs Gridley Road.
 9. Show width of Drainage Canal easement.
 10. A sound wall will be required at the frontage of West Biggs Gridley Road at the entry to the subdivision.

11. Entry from West Biggs Gridley Road shall be similar to the Heron Landing entrance, this will include a larger ROW (80') and a median at the entrance.
12. Provide a legal description sufficient to define the boundary of the existing parcel and current Title Report.
13. West Biggs Gridley Road shall have a ROW equal to the existing ROW south of the project and as approved by the City Engineer.
14. Show standard proposed building setback details for interior lots and corner lots.
15. Provide additional information for street section "A" as proposed.

N. OTHER REQUIREMENTS:

1. Fencing of the rear yards for the project shall occur at the time of construction and shall be the responsibility of the developer. Fencing throughout the project shall be consistent from lot to lot as reviewed and approved by the Planning Department.
2. Form an assessment district to cover on-going maintenance costs of facilities within the subdivision including landscaping areas and the drainage detention basin.
3. The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to the plaintiff in an action challenging the validity of this tentative subdivision map or any environmental or other documentation related to approval of this tentative subdivision map.
4. Construction practices shall conform to the standards adopted by the Butte County Air Quality Management District, which requires that 1) fugitive dust emissions related to construction of public improvements for the subdivision be controlled at all times, 2) all clearing, grading, earth moving or excavation activities must cease during periods of wind exceeding 15 miles per hour averaged over one hour, and 3) large off-road diesel equipment used for grading at the site must be maintained in good operating conditions.
5. Note on a document to be recorded concurrently with the Final Map that agricultural spraying and keeping of livestock may occur on surrounding properties and that such agricultural uses are permitted by the zoning of those properties and will not be abated unless the zoning changes.
6. A 7-ft solid split face concrete masonry unit with decorative cap wall shall be constructed at the east boundary of the detention basin to the RD 833 canal.
7. The detention basin shall be fenced and provided with a gate accessible for vehicles to secure the area during wet weather.
8. All parcels within 300 feet of a parcel identified for agricultural uses by the Butte County General Plan, and outside the City of Gridley's Sphere of Influence, shall be subject to a 300-foot agricultural setback/buffer. No residential uses are permitted within the setback, consistent with the City of Gridley General Plan policies. All currently approved or future residential development shall describe and delineate the setback on the Final Map. (LAFCO Resolution 4 2022/2023)

9. Comply with the mitigation measures identified within the Initial Study to reduce impacts to a less-than-significant level and are incorporated herein.

MM 1.1 In conjunction with the submittal of improvement plans, the applicant shall submit a lighting plan for the review and approval of the Planning Department. The lighting plan shall indicate the provision of shielding for all street light fixtures to avoid nighttime lighting spillover effects on adjacent land uses and nighttime sky conditions. In addition, the lighting plan shall address limiting light trespass and glare through the use of shielding and directional lighting methods including, but not limited to, fixture location, design, and height as required by the Gridley Municipal Code.

MM 3.1 The project shall implement the following measures during construction:
Use adequate fugitive dust control measures for all construction activities during all phases of construction.

- Provide energy-efficient lighting and process systems.
- No open burning of vegetative material on the project site.
- Use temporary traffic control as appropriate at all stages of construction.
- Design streets to maximize pedestrian access to transit stops, where feasible.

MM 3.2 Construction dust and equipment exhaust emission measures shall be implemented:

- Water all active construction sites at least twice daily.
- Use chemical stabilizers on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days).
- On-site vehicle limited to a speed of 15 mph on unpaved roads.
- Construction equipment exhaust emissions shall not exceed BCAQMD Rule 201, Visible Emission limitations.
- The primary contractor shall be responsible for ensuring that all construction equipment is properly tuned and maintained.
- Utilize existing power sources (e.g., power poles) or clean fuel generator rather than temporary power generators.
- Minimize equipment idling time to 10 minutes.
- Land clearing, grading, earthmoving or excavation activities suspended when winds exceed 20 miles per hour.
- Non-toxic binders (e. g. latex acrylic copolymer) should be applied to exposed areas after cut and fill operations.
- Plant vegetation ground cover in disturbed areas as soon as possible.
- Cover inactive storage piles.
- Paved streets adjacent to the development site should be swept or washed at the end of the day as necessary to remove excessive accumulations of silt and/or mud which may have accumulated as a result of activities on the development site.
- Post publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours. The telephone number of the BCAQMD shall also be visible to ensure compliance with BCAQMD Rule 201 and 207 (Nuisance and Fugitive Dust Emissions).
- Prior to final occupancy, the applicant demonstrates that all ground surfaces are covered or treated sufficiently to minimize fugitive dust emissions.

MM 4.1 The project applicant shall conduct preconstruction surveys to determine if Sanford's arrowhead, Giant garter snake, Northern harrier, Swainson's hawk, Greater sandhill crane, Burrowing owl, and Silver-haired bat exist on the site. Should any of the listed be discovered, the applicant shall obtain the necessary approvals for Incidental Take from the CDFW.

Burrowing Owl

Within 14 days prior to any ground disturbing activities for each phase of construction, the project applicant shall retain a qualified biologist to conduct a preconstruction survey of the site, any off-site improvement areas, and all publicly accessible potential burrowing owl habitat within 500 feet of the project construction footprint. The survey shall be performed in accordance with the applicable sections CDFW Staff Report on Burrowing Owl Mitigation. The qualified biologist shall be familiar with burrowing owl identification, behavior, and biology, and shall meet the minimum qualifications for such preconstruction survey. If the survey does not identify any nesting burrowing owls on the site, further mitigation is not required for that phase unless activity ceases for a period in excess of 14 days in which case the survey requirements and obligations shall be repeated. If active burrowing owl dens are found within the survey area in an area where disturbance would occur, the project applicant shall implement measures as determined by the qualified biologist. During the breeding season (February 1 through August 31), the following measures will be implemented:

Disturbance-free buffers will be established around the active burrow. During the peak of the breeding season, between April 1 and August 15, a minimum of a 500-foot buffer will be maintained. Between August 16 and March 31, a minimum of a 150-foot buffer will be maintained. The qualified biologist will determine, in consultation with the City of Gridley Planning Division and CDFW, if the buffer should be increased or decreased based on-site conditions, breeding status, and non-project-related disturbance at the time of construction. Monitoring of the active burrow will be conducted by the qualified biologist during construction on a weekly basis to verify that no disturbance is occurring. After the qualified biologist determines that the young have fledged and are foraging independently, or that breeding attempts were not successful, the owls may be excluded in accordance with the non-breeding season measures below. Daily monitoring will be conducted for one week prior to exclusion to verify the status of owls at the burrow.

During the non-breeding season (September 1 to January 31), owls occupying burrows that cannot be avoided will be passively excluded consistent with Appendix E of the 2012 CDFW Staff Report:

Within 24 hours prior to installation of one-way doors, a survey will be conducted to verify the status of burrowing owls on the site.

Passive exclusion will be conducted using one-way doors on all burrows suitable for burrowing owl occupation.

One-way doors shall be left in place a minimum of 48 hours to ensure burrowing owls have left the burrow before excavation.

While the one-way doors are in place, the qualified biologist will visit the site twice daily to monitor for evidence that owls are inside and are unable to escape. If owls are trapped, the device shall be reset and another 48-hour period shall begin. After a minimum of 48 hours, the one-way doors will be removed and the burrows will be excavated using hand tools to prevent

reoccupation. The use of a pipe is recommended to stabilize the burrow to prevent collapsing until the entire burrow has been excavated and it can be determined that no owls reside inside the burrow. After the owls have been excluded, the excavated burrow locations will be surveyed a minimum of three times over two weeks to detect burrowing owls if they return. The site will be managed to prevent reoccupation of burrowing owls (e.g., disk, grading, manually collapsing burrows) until development is complete. If burrowing owls are found outside the project site during preconstruction surveys, the qualified biologist shall evaluate the potential for disturbance. Passive exclusion of burrowing owls shall be avoided to the maximum extent feasible where no ground disturbance will occur. In cases where ground disturbance occurs within the no-disturbance buffer of an occupied burrow, the qualified biologist shall determine in consultation with the City of Gridley Planning Division and CDFW whether reduced buffers, additional monitoring, or passive exclusion is appropriate.

Compensatory Mitigation, if Active Owl Dens are Present: If active burrowing owl dens are present and the project would impact active dens, the project applicant shall provide compensatory mitigation in accordance with the requirements of the CDFW. Such mitigation shall include the permanent protection of land, which is deemed to be suitable burrowing owl habitat through a conservation easement deeded to a non-profit conservation organization or public agency with a conservation mission, or the purchase of burrowing owl conservation bank credits from a CDFW-approved burrowing owl conservation bank. In determining the location and amount of acreage required for permanent protection, the project applicant, in conjunction with the City of Gridley Planning Division, shall seek lands that include the same types of vegetation communities and fossorial mammal populations found in the lost foraging habitat.

Swainson's Hawk

If project construction plans require ground disturbance that represents potential nesting habitat for migratory birds or other raptors including Swainson's hawk, the project contractor shall initiate such activity between September 1st and January 31st, outside the bird nesting season, to the extent feasible. If tree removal must occur during the avian breeding season (February 1st to August 31st), a qualified biologist shall conduct a survey for ground-nesting birds. The survey shall be conducted 14 days prior to the commencement of construction and include all potential ground-nesting sites and trees and shrubs within 75 feet of the entire project site. The findings of the survey shall be submitted to the City of Gridley Planning Department. If nesting passerines or raptors are identified during the survey within 75 feet of the project site, a 75-foot buffer around the ground nest or nest tree shall be fenced with orange construction fencing. If the ground nest or nest tree is located off the project site, then the buffer shall be demarcated as per above. The size of the buffer may be altered if a qualified biologist conducts behavioral observations and determines the nesting passerines are well acclimated to disturbance. If acclimation has occurred, the biologist shall prescribe a modified buffer that allows sufficient room to prevent undue disturbance/harassment to the nesting birds. Construction or earth-moving activity shall not occur within the established buffer until a qualified biologist has determined that the young have fledged (that is, left the nest) and have attained sufficient flight skills to avoid project construction zones, which typically occurs by July 15th. However, the date may be earlier or later, and would have to be determined by a qualified biologist. If a qualified biologist is not hired to watch the nesting passerines, then the buffers shall be maintained in place through the month of August and work within the buffer may commence September 1st.

Prior to the issuance of a grading permit, the dedication of land suitable for replacement

Swainson's hawk foraging habitat shall be dedicated by the project applicant at a ratio of 1:1 for all existing unpaved areas within the project site. The location of the replacement foraging habitat shall be coordinated with, and approved by, the CDFW, and shall be acquired prior to development of the project site. Proof of CDFW approval shall be submitted to the City of Gridley Planning Department.

Giant Garter Snake

During the pre-construction survey, the biologist shall investigate the site for habitat or evidence of the Giant Garter Snake on or proximate to the subject site. Protective fencing shall be erected on the north, east, and south property lines to mitigate migration into the site during construction.

MM 4.2 The biologist shall submit a report documenting the site investigation and findings prior to the onset of construction activities. This includes any installation of BMPs required by the General Construction Permit, clearing or grubbing, demolition of existing structures and/or rough grading. The report shall be submitted to the City of Gridley Planning Department for review and acceptance of the findings of the biologic site review.

MM 5.1 Prior to the commencement of construction, an archaeologist meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeologist for the purpose of recording, protecting, or curating the discovery as appropriate shall be retained to conduct a survey of the site and a thorough records search. The archaeologist shall be required to submit to the Planning Department for review and approval a report of the findings and method of curation or protection of the resources. During construction, the developer shall submit plans to the Planning Department for review and approval which indicate (via notation on the improvement plans) that if historic and/or cultural resources are encountered during site grading or other site work, all such work shall be halted immediately within 100 feet and the developer shall immediately notify the Planning Department of the discovery. In such case, the developer shall be required, at their own expense, to retain the services of a qualified archaeologist.

MM 5.2 If human remains, or remains that are potentially human, are found during construction, a professional archaeologist shall ensure reasonable protection measures are taken to protect the discovery from disturbance. The archaeologist shall notify the Butte County Coroner (per §7050.5 of the State Health and Safety Code). The provisions of §7050.5 of the California Health and Safety Code, §5097.98 of the California Public Resources Code, and Assembly Bill 2641 will be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, then the coroner will notify the Native American Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the project (§5097.98 of the Public Resources Code). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the applicant does not agree with the recommendations of the MLD, the NAHC can mediate (§5097.91 of the Public Resources Code). If an agreement is not reached, the qualified archaeologist or most likely descendant must rebury the remains where they will not be further disturbed (§5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center, using an open space or conservation zoning designation or easement, or recording a reinternment document with the county in which the property is located (AB 2641). Work cannot resume within the no-work radius until the City of Gridley, through consultation as appropriate, determine that the treatment measures have been completed to their satisfaction.

MM 8.1 Prior to the start of construction activities, the project applicant shall submit a construction equipment inventory list to the City Engineer demonstrating compliance with U.S. EPA CARB, and BCAQD requirements. The list shall be updated if additional equipment will be used to ensure the compliance. The use of alternatively fueled construction equipment, such as hybrid electric or natural gas-powered equipment, would also be acceptable, given that such technologies are implemented to a level sufficient to achieve similar emission reductions.

MM 8.2 Prior to the issuance of building permits, the project applicant/developer shall submit a Landscaping Plan for review and approval by the Planning Department. The Landscaping Plan shall be prepared to reflect the design for the linear park, detention basin park, and play area. The design shall also provide a subdivision tree planting plan.

MM 14.1 Project noise-generating construction activities shall occur within the hours identified in Gridley Municipal Code.

MM 14.2 All noise-producing project equipment and vehicles using internal- combustion engines shall be equipped with manufacturers- recommended mufflers and be maintained in good working condition.

MM 14.3 All mobile or fixed noise-producing equipment used on the project site that are regulated for noise by Title 7 of the Gridley Municipal Code, §17.74.030 and shall comply with such regulations while in the course of project activity.

MM 14.4 Electrically powered equipment shall be used, where feasible, instead of pneumatic or internal-combustion-powered equipment.

MM 14.5 Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practicable from noise-sensitive receptors.

MM 14.6 Project area and site access road speed limits shall be established by conditions of approval to the project and enforced during the construction period in conjunction with MM 14.8 below.

MM 14.7 Nearby residences shall be notified of construction schedules by posting a minimum of 48 hours in advance, so that arrangements can be made, if desired, to limit their exposure to short-term increases in ambient noise levels.

SECTION 3: THE CITY COUNCIL OF THE CITY OF GRIDLEY:

1. The City Council of the City of Gridley hereby rescinds Resolution No. 2021-R-036, superseded by this resolution, Resolution No. 2023-R-016.
2. The City Council of the City of Gridley hereby authorizes the City Administrator to accept dedications of public lands, rights-of-way, and easements on behalf of the City Council.

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at the regular City Council meeting of the City of Gridley held on the 19th day of June, 2023, by the following vote:

AYES: COUNCIL MEMBERS _____

NOES: COUNCIL MEMBERS _____

ABSTAIN: COUNCIL MEMBERS _____

ABSENT: COUNCIL MEMBERS _____

ATTEST:

APPROVE:

Cliff Wagner, City Clerk

Michael W Farr, Mayor

ENGINEER: LAUGHLIN AND SPENCE;
JEFF SPENCE
1008 LIVE OAK BLVD.; YUBA CITY, CA 95991

APN: 022-210-092

ACREAGE: 41.92 ± (ASSESSED)

EXISTING USE: AGRICULTURAL

PROPOSED USE: RESIDENTIAL -
(INCLUDES 52

1.31 ACRES LOT A* PARK
0.51 ACRES LOT B* LAND USE TO BE DETERMINED
0.11 ACRES LOT C* LAND USE TO BE DETERMINED
1.97 ACRES LOT D* DETENTION BASIN

EXISTING ZONING: AG-40 (BUTTE COUNTY)

PROPOSED ZONING: TO BE ANNEXED INTO THE CITY
AND DETERMINED WITH CITY STAFF

WATER/SEWER: CITY OF GRIDLEY

STORM DRAIN: CITY OF GRIDLEY / REC. DIST. 833

FIRE PROTECTION: CITY OF GRIDLEY

UTILITIES: CITY OF GRIDLEY, AT&T, P.G.&E.

SCHOOL DISTRICT: GRIDLEY UNIFIED SCHOOL DISTRICT

PROPOSED IMPROVEMENTS: STREETS, CURB, GUTTER, SIDEWALK, GAS,
ELECTRICITY, SEWER, STORMDRAIN,
WATER

SLOPE: $< 0.5\%$ NORTHERLY & EASTERLY

EASEMENTS: EXISTING/PROPOSED AS SHOWN

STREET IMPROVEMENTS: AS SHOWN

COMMUNICATIONS: OWNER AND ENGINEER

NOTES:

1. ALL DIMENSIONS ARE PLUS OR MINUS.
2. SUBDIVISION WILL BE PHASED DEPENDING ON THE

3. 40' WIDE LOTS SHALL BE ZONED R1-B AND WILL HAVE A 0' SIDE YARD SETBACK ON COMMON SIZE YARDS.

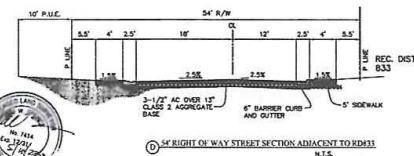
DATE: 05-10-2023

L&S JOB No.: 199058

0° 0° 0° 0°

CHANDLER PARK SUBDIVISION

BEING A SUBDIVISION OF A PORTION OF THE
NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 36, TOWNSHIP 18 NORTH, RANGE 2 EAST.,
M.D.B.M. IN BUTTE COUNTY, CALIFORNIA

CITY OF GRIDLEY
HERON LANDING
DETENTION BASE

5° SIDEWALK

ons of ap

9-1

Note: This map amends and supersedes the original approval date of October 18, 2021 implementing the conditions of approval by LAFCO per Resolution 4 2022/2023.

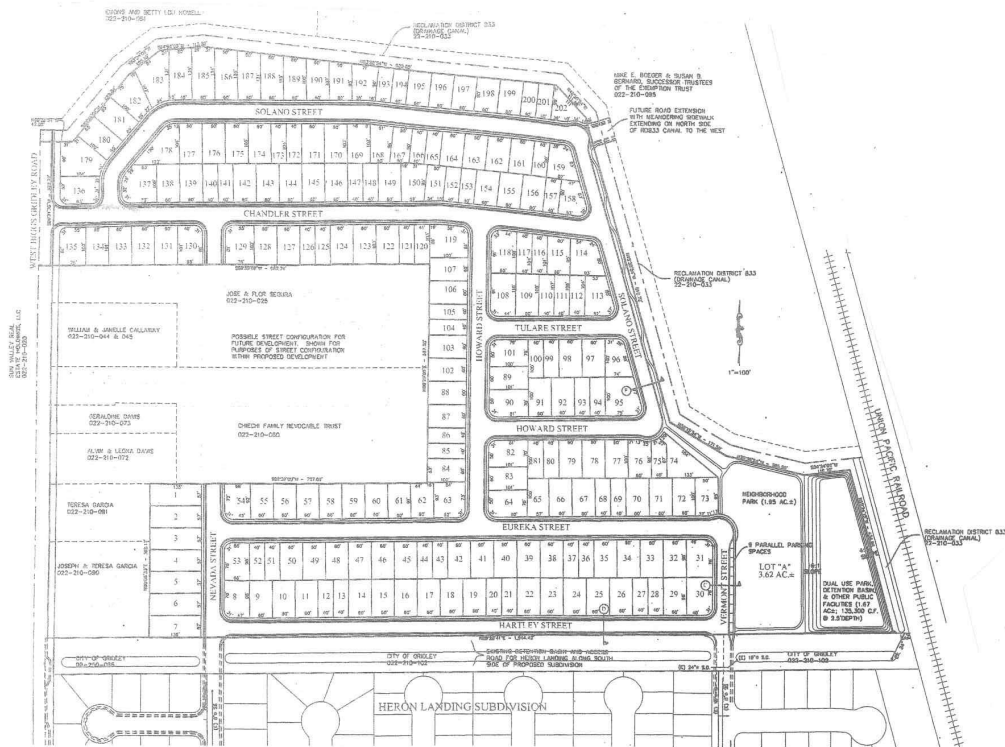


Figure 1: Approved Tentative Subdivision Map 10-18-21

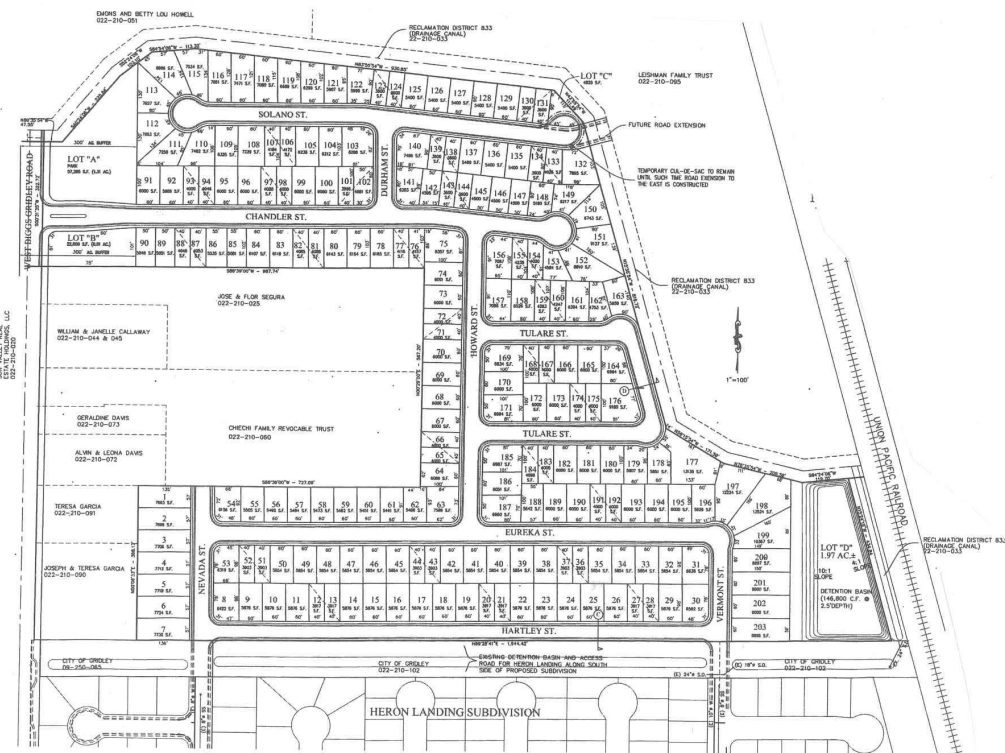


Figure 2: Amended Tentative Subdivision Map per LAFCO providing agricultural buffer.

RESOLUTION NO. 04 2022/23

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF BUTTE MAKING DETERMINATIONS AND ORDERING THE
ANNEXATION OF TERRITORY DESIGNATED AS
22-10 CITY OF GRIDLEY WEST BIGGS GRIDLEY ROAD ANNEXATION NO. 3**

RESOLVED, by the Local Agency Formation Commission of the County of Butte, State of California, that

WHEREAS, a proposal for the annexation of nine parcels totaling approximately 57 acres in size to the City of Gridley in the County of Butte was heretofore submitted by the City of Gridley, which was accepted for filing on May 9, 2022 by the Executive Officer of this Local Agency Formation Commission pursuant to Title 5, Division 3, commencing with Section 56000 of the Government Code; and

WHEREAS, the Executive Officer, pursuant to Government Code Section 56658, set November 3, 2022, as the hearing date on this proposal and gave the required notice of public hearing; and

WHEREAS, the Executive Officer, pursuant to Government Code Section 56665, has reviewed this proposal and prepared a report, including recommendations thereon, and has furnished a copy of this report to each person entitled to a copy; and

WHEREAS, this Commission called for and held a hearing on November 3, 2022, and at the hearing this Commission heard and received all oral and written protests, objections and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to this proposal and the report of the Executive Officer; and

WHEREAS, this Commission considered the factors determined by the Commission to be relevant to this proposal, including, but not limited to, factors specified in Government Code Section 56668; and

NOW, THEREFORE, the Local Agency Formation Commission of the County of Butte **DOES HEREBY RESOLVE, DETERMINE AND ORDER** as follows:

Section 1. Environmental Action:

- A. The City of Gridley, as lead agency, prepared an Initial Study/Mitigated Negative Declaration for the annexation proposal and the proposed residential subdivision (Chandler Park Subdivision), which addressed issues related to the effect of urban development and the impacts to public services. The Initial Study/Mitigated Negative Declaration did not identify any significant impacts associated with the project that would not support the requested annexation.
- B. As a "Responsible Agency" under CEQA Guidelines, prior to approving the proposed annexation, the Commission is required to consider the information in the Initial Study/Mitigate Negative Declaration for the project on which the Lead Agency based its Notice of Determination.
- C. The Commission finds that the Lead Agency's Initial Study/Mitigated Negative Declaration was prepared in accordance with the requirements of CEQA Guidelines and is consistent with State law and that the City's environmental

document prepared for this annexation is determined to be legally adequate pursuant to CEQA Guidelines Section 15063(2).

Section 2. General Terms and/or Conditions:

- A. The Commission has considered the factors determined by the Commission to be relevant to this proposal, including, but not limited to, Butte LAFCo Policies and Procedures, Sphere of Influence and General Plan consistency, the City of Gridley Municipal Service Review, the Domestic Water and Wastewater Service Providers Municipal Service Review, the City of Gridley 2030 General Plan and 2030 General Plan EIR, the City of Gridley Zoning Ordinance, and other factors specified in Government Code Section 56668 and as described in the staff report dated October 27, 2022 for the November 3, 2022 meeting.
- B. Pursuant to California Government Code §56663 (Waiver of Protest Proceedings) the Commission waives protest proceedings for the annexation as no written objections to the proposed annexation were received from any registered voter within the territory prior to the close of the public hearing on the annexation.
- C. The annexation area consists of nine parcels totaling approximately 57 acres, as submitted by the City of Gridley, as amended by staff, and as described in Exhibit "A".
- D. The subject area is assigned the following short form designation: 22-10 - City of Gridley – West Biggs Gridley Road Annexation No. 3.
- E. The exchange of property tax revenues between the County of Butte and the City of Gridley will be performed in accordance with the Master Tax Exchange Agreement approved by the City of Gridley (Resolution No. 3514 on February 4, 1980) and by the County of Butte (Resolution No. 80-15 on January 22, 1980).
- F. The purpose of the annexation is to support orderly jurisdictional boundaries, to provide for logical, efficient, and effective jurisdictional boundaries, and for the provision of City of Gridley municipal services for existing and future development within the territory.
- G. The Commission finds that the economic and social benefits of the proposed project documented in the EIR and the Sphere of Influence Plan, such as expanding the housing opportunities and economic growth opportunities in the City of Gridley, outweigh the adverse impacts of the conversion of prime agricultural land, an impact which cannot be eliminated or reduced to a level that is less than significant and which is unavoidable as the City grows.
- H. The City of Gridley General Plan EIR recognizes that if the city is to grow, it will need to convert lands that supports agricultural resources. The city is surrounded by agricultural land, and any annexation and development within the SOI consistent with the General Plan would convert areas currently in agricultural production to urban uses. The City of Gridley General Plan policies and actions do not completely offset the loss of important farmland, and no feasible mitigation measures are available to avoid this impact. The City of Gridley City Council approved the General Plan update with Findings of Fact and a Statement of Overriding Considerations determining that for the health and growth of the City, a loss of agricultural resources would occur.

- I. Waive the application of Government Code Section 25210.90, and find that the exclusion of any parcels in this area from CSA 34 (Gridley Pool) and CSA 37 (Gridley-Biggs Ambulance) would deprive this area of needed services to ensure the health and safety of the residents of the area, and find that a waiver would not affect the ability of the City of Gridley to provide any service.
- J. The parcels proposed for annexation will be detached from the following districts:
 1. County Service Area No. 164 (Butte County Animal Control District); and
 2. Butte County Resource Conservation District.

Section 3. Conditions adopted by LAFCo:

1. All LAFCo, County of Butte, and State of California fees must be paid in full prior to filing the Certificate of Completion.
2. The legal description and map, if amended by action of the Commission, will be revised at the expense of the applicant, prior to filing the Certificate of Completion.
3. The map and legal description shall comply with the State Board of Equalization requirement and if rejected by the State Board of Equalization, will be revised at the expense of the applicant.
4. All parcels within 300-feet of a parcel identified for agricultural uses by the Butte County General Plan, and outside of the City of Gridley's Sphere of Influence, shall be subject to a 300-foot agricultural setback/buffer. No residential uses are permitted within the setback, consistent with the City of Gridley General Plan policies. All currently approved or future residential development shall describe and delineate the setback on the final map.

Section 4. The boundaries, as set forth in the proposal or as amended by action of the Commission, are hereby approved as submitted and are as described in Exhibit "A" attached hereto and by this reference incorporated herein.

Section 5. The Executive Officer is hereby authorized and directed to mail certified copies of this Resolution as provided in Section 56882 of the Government Code.


PASSED AND ADOPTED by this Local Agency Formation Commission of the County of Butte, on the 3rd day of November 2022, by the following vote:

AYES: Commissioners Johnson, Kimmelshue, McGreehan, Sharman, Betts, Reynolds and Chair Connelly

NOES: None

ABSENT: None

ABSTAINS: None


for **Steve Lucas**
Clerk of the Commission


BILL CONNELLY, Chair
Butte Local Agency Formation Commission

City Council Agenda Item #3
Staff Report

Date: June 19, 2023

To: Mayor and City Council

From: Cliff Wagner, City Administrator

Subject: Consideration of Proposal to Enter into a Cooperative Agreement with the California Department of Transportation (CALTRANS) for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130 to facilitate deferment of improvements in association with the Sunrise Senior Apartments project.

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully recommends the Council approve the following actions:

1. Authorize the City Attorney to review and approve the draft cooperative agreement to be executed between the City of Gridley and CALTRANS. AND
2. Authorize the City Administrator, of behalf of the City of Gridley, to sign the cooperative agreement.

Background

Under normal circumstances, projects like the Sunrise Senior Apartments would be required to make certain improvements to curbs, gutters and sidewalks within the interface of the project property and the public right of way along SR 99. However, because this section of highway is pending significant construction and rehabilitation as a result of the pending Highway 99 SHOPP project, any permeant improvements made in the current time frame by the developer would be removed during the upcoming CALTRANS Highway 99 SHOPP project. This agreement would allow the City of Gridley to facilitate a deferment of off-site improvements and guarantee in lieu construction fees in the amount of \$56,000.

The process would require a separate agreement between the city and Sunrise Senior Apartments builder Pacific West Communities to defer off site improvements and pay the in lieu construction amount determined by CALTRANS as a share of cost for the SHOPP project in the amount of \$56,000.

Financial Impact:

There are no fiscal impacts to the city that result from the execution of the Cooperative Agreement with CALTRANS.

Attachments

CALTRANS Cooperative Agreement.

COOPERATIVE AGREEMENT

Local Contribution Only

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Gridley, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.
2. The term AGREEMENT, as used herein, includes this document and any associated attachments, exhibits, and amendments.
3. For the purpose of this AGREEMENT, Sponsor and Implementing Agency will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents per the Project Development Procedures Manual.
4. CITY will contribute, in a lump sum, an amount of \$56,000 to the PROJECT. Contributed funds will be used for the PROJECT.
5. PARTIES agree that funds will be contributed to the following PROJECT COMPONENTS:
 - CONSTRUCTION CAPITAL
6. PARTIES hereby set forth the terms, covenants, and conditions for CITY's contribution toward the PROJECT.

ROLES AND RESPONSIBILITIES

7. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.
8. CITY is a FUNDING PARTY contributing a fixed amount toward the PROJECT as shown in the FUNDING TABLE.
9. CALTRANS is responsible for completing all work for the PROJECT.

GENERAL CONDITIONS

10. All portions of this AGREEMENT, including the Recitals Section, are enforceable.
11. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
12. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the work and fulfillment of obligations in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the work continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

13. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
14. Neither CITY 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 CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
15. This AGREEMENT is intended to be PARTIES' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

INVOICE AND PAYMENT

16. CITY will contribute the funds listed below:

FUNDING TABLE			
Fund Source	Fund Type	Project Component	Amount
LOCAL	Local	Construction Capital	\$56,000
Total Funds			\$56,000

17. CALTRANS will invoice CITY for a \$56,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of CONSTRUCTION CAPITAL expenditures. This deposit represents lump sum contribution toward estimated capital costs.

18. CITY will pay the invoiced amount within forty-five (45) calendar days of receipt of the invoice unless CITY is paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay the invoiced amount within five (5) calendar days of receipt of the invoice.
19. If CITY has received Electronic Funds Transfer (EFT) certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
20. PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

CLOSURE STATEMENT – A document signed by PARTIES that verifies the completion of all obligations included in this AGREEMENT and in all amendments to this AGREEMENT.

FUNDING PARTY – A PARTY who commits a defined dollar amount to the PROJECT.

IMPLEMENTING AGENCY – The party responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

PARTY – An individual signatory agency in this AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to this AGREEMENT.

SPONSOR – The PARTY that accepts the obligation to secure financial resources to fully fund PROJECT. This includes any additional funds beyond those committed in this AGREEMENT necessary to complete the full scope of PROJECT.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, Section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for the PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for the PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for the PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for the PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
- **CONSTRUCTION CAPITAL** – The construction contract funds for the PROJECT.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

The primary AGREEMENT contact person for CALTRANS is:

Christopher Ladeas, Project Manager

703 B Street

Marysville, CA 95901

Office Phone: (530) 701-1305

Mobile Phone: (530) 701-1305

Email: christopher.ladeas@dot.ca.gov

The primary AGREEMENT contact person for CITY is:

Dave Harden, City Engineer

685 Kentucky Street

Gridley, CA 95948

Office Phone: (530) 906-1806

Email: dharden@ben-en.com

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Greg Wong
Deputy District Director, D3 Program, Project
and Asset Management

Verification of funds and authority:

Nadine Karavan
HQ Accounting Supervisor

Certified as to financial terms and policies:

Nadine Karavan
HQ Accounting Supervisor

CITY OF GRIDLEY

Cliff Wagner
City Administrator

Attest:

Elisa Arteaga
Finance Director

Approved as to form and procedure:

Tony Galyean
City Attorney

Item #4

Consideration of Support for
Proclamation Recognizing June as Price
Month in the City of Gridley

Requested by Councilmember Sanchez

**Pride Month Proclamation
June 2023**

RESOLUTION OF SUPPORT OF LGBTQ+ PRIDE MONTH

WHEREAS, the Council of the City of Gridley, CA welcomes and encourages diversity and inclusion within our community, and recognizes and proclaims the month of **June 2023** as Lesbian, Gay, Bisexual, Transgender and Queer/Questioning, and Plus (LGBTQ+) “Pride Month” throughout the City of Gridley; and

WHEREAS, celebrating Pride Month raises awareness and provides support and advocacy for the City of Gridley’s LGBTQ+ community, and is an opportunity to become informed, engage in dialogue with our neighbors, strengthen our relationships and build understanding; and

WHEREAS, all human beings are born free and equal in dignity and rights. LGBTQ individuals have had immeasurable impact to the cultural, civic and economic successes of our country and Gridley; and

WHEREAS, while society at large increasingly supports LGBTQ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, while there has been remarkable progress towards acceptance and equality, members of the LGBTQ+ community in Gridley continue to face discrimination, intolerance, and hate; and

WHEREAS we must commit to supporting and accepting LGBTQ+ individuals, in particular our youth, who compared to their peers are far more likely to experience violence and bullying at school and work; to suffer from depression; to struggle with substance use; and to have attempted suicide because of how they identify; and

WHEREAS, the Council of the City of Gridley affirms our support for LGBTQ+ residents in our community and stand with them to protect their civil rights and their ability to live openly, equally and without fear; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Gridley, CA on this 19th day of June 2023, recognizes and supports the month of June 2023 as Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning, and Plus (LGBTQ+) “Pride Month;” and we encourage all residents to build a culture of inclusiveness and fair treatment for our LGBTQ+ neighbors in Gridley, which make Gridley a vibrant community to which to live, work and visit – during this month and every month.

City Council Item #5
Staff Report

Date: June 19, 2023

To: Mayor and Councilmembers

From: Donna Decker, Planning Department

Subject: Resolution No. 2023-R-017: A Resolution of the Gridley City Council Approving Tentative Subdivision Map 2-23 to subdivide one parcel consisting of approximately 14.8-acres into seventy (70) parcels, adopt a Mitigated Negative Declaration, a Mitigation Monitoring Plan, and authorize the City Administrator to execute documents and accept offers of dedication on behalf of the City Council, located on the on the south side of Sycamore Street and at the terminus of Laurel Street. (APN 010-270-121)

First Reading of Ordinance 847-2023: An ordinance to rezone approximately 14.8-acres from Residential Suburban (R-S) to Single Family Residential District (R-1) and to rescind the existing Agriculture Overlay zoning designation, for a proposed density of 4.9 du/ac located on the south side of Sycamore Street and at the terminus of Laurel Street. (APN 010-270-121)

Recommendation

1. Adopt Resolution No. 2023-R- 017 Tentative Subdivision Map 2-23, conditions of approval, Mitigated Negative Declaration, and a Mitigation Monitoring Plan; and,
2. Accept the first reading of Ordinance 847-2023, by reading of title only.

Summary

The Community Housing Improvement Program (CHIP) has purchased 14.8 acres to develop a single-family detached residential housing development consisting of seventy lots; one lot, Lot X, will be dedicated to a detention basin for storm water discharge.

The Community Housing Improvement Program is a private, non-profit 501 (C) (3) corporation serving Butte, Glenn, Tehama, Shasta, Colusa, Sutter, and Yuba Counties. It is a leader in affordable housing, providing both rental, owner-builder opportunities (sweat equity) assisting low-income and disadvantage residents to obtain affordable housing.

Discussion

Location

The project site is located southeast of the intersection of Sycamore Street (Figure 1). The approximately 14.8-acre site, is currently undeveloped and consists of regularly disked grasses and approximately 30 trees. Surrounding existing land uses include agricultural land and single-family residences to the east, agricultural land to the south and west, and the Biggs West Gridley Water District Canal directly to the north, with single-family residences and undeveloped land further north.

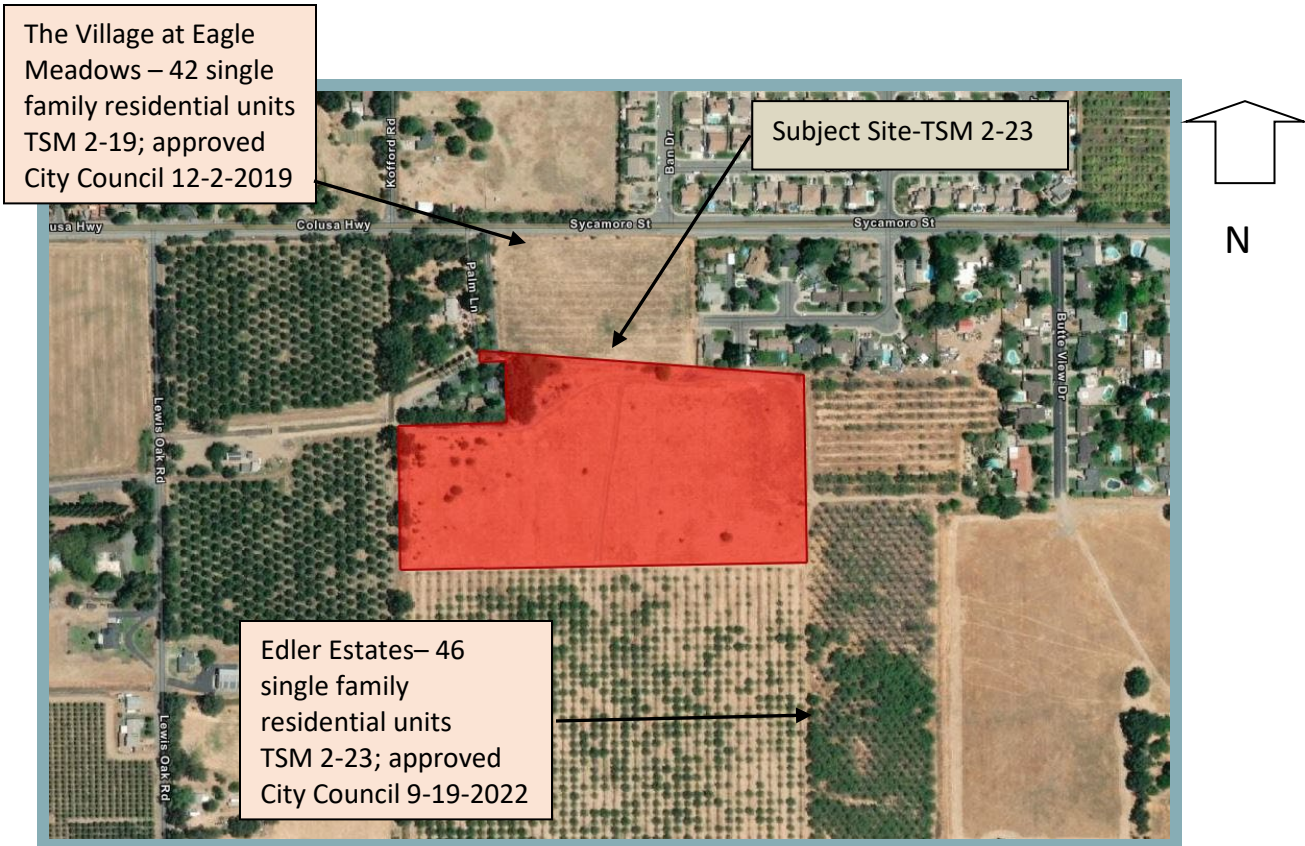


Figure 1: Location Map

General Plan:

The General Plan land use designation is Residential. On February 6, 2023, The City Council adopted Resolution No. 2023-R-005 creating a single land use designation of “Residential” to ensure consistency with zoning and density throughout the city. The proposed project will be consistent with the General Plan land use designation.

Zoning:

The proposed project will subdivide the approximately 14.8-acre site into 70 parcels; one parcel will be reserved for the detention basin for storm water discharge. The density would be 4.7 du/ac. The proposed project is requesting a rezone from Residential Suburban to R-1, Single-Family Residential District. The site currently has the agricultural overlay zone in order to allow the previous owner the ability to farm the land prior to developing it within the life of the previous tentative map which expired. The action will also rescind the Agricultural Overlay zoning.

The R-1, Single-Family Residential District has four legal lot sizes in order to create variation of home sizes that will serve all family types; single individuals, young families, and empty-nesters. Three of the R-1 zoning designations will be utilized:

Zoning Designation	No. of lots	Project percentage
• R-1 7,500 sf – 9,999 sf (blue)	12	17%
• R-1C 6,000 sf -7,499 sf (orange)	25	36%
• R-1B 3,501 sf- 5,999 sf (green)	32	47%



Figure 2: Proposed subdivision – lot types

The lots designated R-1 have an average of 8,092 square feet. Lot 37 was excepted from the calculation as it is irregular in size and an outlier being 10,784 square feet. The lots designated as R-1C have an average of 6,526 sf; a typical size residential lot. The lots designated R-1B have an average of 4,955 sf. This size lot is also common in subdivisions. The variation in lot sizes provides the opportunity to have a variety of housing sizes.

Housing Types:

The proposed housing types for the Pacific Flyway residential development are reflected in the following images within the North Biggs Estates 1 & 2 and the Stone Fox Subdivision in Orland, Exhibit C. In the past there has been ambivalence related to the quality of housing provided by CHIP. The examples depict typical products that are constructed with typical materials.

The average family purchasing a CHIP home has income generally in the 80% or below of the Butte County AMI (Average Median Income). Many buyers range from 65% to 80% with a few below 50% of the AMI.

The proposed subdivision will continue to help Gridley meet its RHNA (Regional Housing Needs Assessment) goals for its fair share of housing provided at varying levels of income and affordability.

Park/Open space

The project acreage is somewhat small to require or accommodate park land. At the time of the 2030 General Plan update, the park ratio was 3.1 acres per 1000 residents which is below the General Plan goal of 5 acres. As of July, 2021 the US Census determined a population of 7,356 residents in the city of Gridley. The park area is currently 19.8 acres resulting in a reduced ratio of 2.69 acres per 1,000 residents. Recently, the city received grant funding to begin the development of the Industrial Park Sports Complex. This site comprises 19.8 acres with additional walking paths around the site not included in this analysis. The combination of the existing developed public parks and the future sports complex results in a ratio of 5.38 acres per 1,000 residents exceeding the goal within the General Plan. Larger future developments will also have park area dedicated for public use which will continue to meet this goal.

Traffic concerns:

Each project brings forward a discussion of traffic concerns for existing neighborhoods and the impact they may have on the city's existing roads. The project conducted a NEPA Environmental Assessment and a CEQA Initial Study prepared by Raney & Associates. The NEPA analysis states the following:

Vehicle Traffic

Affected Environment

Existing roadways in the project vicinity include Jared Drive, Jay Drive, and Sycamore Street; all of which are located north of the project site. Jared Drive extends south from Jay Drive, and would be extended into the project site as part of the proposed project. Both Jared Drive and Jay Drive are two-lane dead-end roadways without a posted speed limit. Sycamore Street is generally a two-lane roadway with dedicated left- and right-turn lanes where it intersects with Jay Drive. Sycamore Street has a posted speed limit of 35 miles per hour in the project vicinity.

Environmental Consequences

According to the ITE Trip Generation Manual, the proposed project would generate approximately 651 daily vehicle trips (9.44 trips per unit x 69 units = 651.36 daily vehicle trips).¹

The Governor's Office of Planning and Research provides recommendations regarding vehicle miles traveled (VMT) evaluation methodology, significance thresholds, and screening thresholds for land use projects.² The OPR screening thresholds

¹ Institute of Transportation Engineers. *Trip Generation Manual, 10th Edition*. September 2017. (Appendix F).

² Governor's Office of Planning and Research. *Technical Advisory on Evaluating Transportation Impacts in CEQA*. December 2018. (Appendix F).

recommendations are intended to identify when a project should not be expected to cause a significant adverse impact without conducting a detailed VMT evaluation. The OPR screening thresholds recommendations are based on project size, maps, transit availability, and provision of affordable housing. Specifically, OPR recommends the following screening thresholds criteria:

- OPR recommends that office or residential projects exceeding a level of 15 percent below existing VMT per capita may indicate a less-than-significant impact on VMT.
- OPR recommends that projects (including office, residential, retail, and mixed-use developments) proposed within 0.5-mile of an existing major transit stop or within 0.25-mile of an existing stop along a high-quality transit corridor may be presumed to have a less-than-significant impact.
- OPR recommends that 100 percent affordable residential development in infill locations be presumed to have a less-than-significant impact on VMT.
- OPR recommends that projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than-significant impact on VMT.

The proposed project would include the development of 69 affordable single-family residential units. Because the proposed project would be a 100 percent affordable residential development, pursuant to the above OPR recommendations, the proposed project would be presumed to not cause a significant impact related to VMT. The OPR guidelines state that adding affordable housing to infill locations generally improves jobs to housing match, in turn shortening commutes and reducing VMT and reducing impacts related to vehicle traffic. In addition, the OPR guidelines state that in areas where existing jobs-housing match is closer to optimal, low-income housing generates less VMT than market-rate housing.

Based on the above, the proposed project would not result in substantial adverse effects related to vehicle traffic.

Utilities:

The city has the capability of providing all utility services to the new development. The proposed subdivision will have water, sanitary sewer, and electric provided by the city. It will also construct an underground storm water collection system that will discharge into the detention basin prior to its being discharged. Concerns have been raised if the wastewater treatment facility has adequate capacity. The City Engineer has provided the following summary:

Service Projection

To predict the amount of service connections that can be added, a value of gallons per day used must be chosen. Using existing flow data and the number of existing connections an average value of 238.47 MGD/EDU can be calculated. The industry and City standards for Low Density Residential is 250 GPD/EDU, which will be used for the purpose of this

memorandum as it proves to be a conservative value.

Using the flow rate of 250 GPD/EDU and the 873,532 GPD of remaining capacity, approximately 3,490 EDUs can be added to the system.

The system has adequate capacity to serve the proposed subdivision.

Planning Commission

The Planning Commission considered the project and recommended the City Council approve it adopting a resolution and ordinance to rezone the property and approve the tentative subdivision map. The Planning Commission also considered the comment from LAFCO requesting that a 300-foot agricultural buffer be required along the west boundary of the subject site. This buffer would remove approximately 12-15 lots if implemented. Additionally, the subject site has been planned on being developed since the early 2000's. During this time period, the project changed configurations and had various extensions of the approval; the city has not implemented this requirement. The site is located within the city incorporated boundary. It would appear that the intent of the agricultural buffer is to protect agricultural land/uses in the Planned Growth Area that was included in the 2010 Sphere of Influence amendment and not existing properties within the city itself. The Planning Commission recommended the City Council find that it is not applicable, that this requirement would create a significant burden to the project thus no longer viable. None of the properties in the southwest quadrant of the city have had this requirement.

Conclusion:

The proposed project meets the overall future development and planning of the city for infill development for the increase in the housing which will help meet the required RHNA numbers and to meet housing needs, and consistency to the long-range planning documents [General Plan].

The planning process and public hearing platform affords the public an opportunity to review and provide comment on a proposal and to allow ample time for the community to respond with comments prior to a recommendation being made by the Planning Commission and forwarded to the City Council. Staff supports the proposed project and recommends the Planning Commission forward the project to the City Council for consideration.

Public Notice

A notice was posted in the Gridley Herald 10 days in advance of the Planning Commission meeting, mailed to property owners 300-feet from the project boundary, posted at City Hall, made available at the Administration public counter, and placed on the City website for review and mailed to adjacent property owners 300 feet from the property boundary.

Attachments –

1. Resolution No. 2023-R-017
2. Ordinance No. 847-2023

A RESOLUTION OF THE GRIDLEY CITY COUNCIL APPROVING TENTATIVE SUBDIVISION MAP 2-23 TO SUBDIVIDE ONE PARCEL CONSISTING OF APPROXIMATELY 14.8-ACRES INTO SEVENTY (70) PARCELS, ADOPT A MITIGATED NEGATIVE DECLARATION, A MITIGATION MONITORING PLAN, AND AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE DOCUMENTS AND ACCEPT OFFERS OF DEDICATION ON BEHALF OF THE CITY COUNCIL, LOCATED ON THE ON THE SOUTH SIDE OF SYCAMORE STREET AND AT THE TERMINUS OF LAUREL STREET. (APN 010-270-121)

WHEREAS, the City of Gridley has received an application to consider a Tentative Subdivision Map request to subdivide an approximately 14.8-acre parcel to create seventy (70) parcels for single-family residential use with one parcel dedicated to the detention basin on the southwest corner of the property located south of Sycamore Street at the Terminus of Laurel Street in the manner illustrated on a tentative parcel map received by the City (Exhibit "A" attached); and,

WHEREAS, the subject property consists of one parcel designated as Assessor's Parcel Number 010-270-121 and the proposed Tentative Subdivision Map has been assigned the file number Tentative Subdivision Map No. 2-23 (TSM 2-23); and,

WHEREAS, the Planning Commission considered Tentative Subdivision Map No. 2-23 at a noticed regular public hearing on May 17, 2023, considered the staff report regarding the proposed tentative map design and required public improvements, and recommended the City Council approve the Tentative Map 2-23; and,

WHEREAS, the City Council finds that Tentative Subdivision Map No. 2-23, including the proposed use and improvements to the property, is consistent with Gridley's General Plan including the policies contained therein as well as the land use diagram, and also finds that based on the conditions of approval, the site is physically suitable for development as proposed; and,

WHEREAS, the proposed zoning designation for the subject parcel is R-1 Single Family Residential District in accordance with Ordinance No. 847-2023 to amend the existing zoning from Residential Suburban (RS); and,

WHEREAS, the City Council, having further considered the Initial Study prepared for the project in order to adopt a Mitigated Negative Declaration and Mitigation Monitoring Plan; and,

WHEREAS, the City Council finds that this tentative subdivision map complies with all State and City regulations governing the division of land, and that division and development of the property in the manner set forth on the tentative parcel map as shown on Exhibit A will not unreasonably interfere with the free and complete use of existing public and/or public utility easements or rights-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIDLEY, AS FOLLOWS:

SECTION 1: FINDINGS FOR APPROVAL OF THE TENTATIVE SUBDIVISION MAP

1. That the proposed project is consistent with the City of Gridley General Plan and does not exceed density and intensity standards within the Land Use Element. *The Residential land use designation of the City's General Plan provides for a range of densities that are defined within the proposed zoning designation of the property. The proposed project has a gross density of approximately 5.0 dwelling units per acre of residentially developed land.*
2. That the site is physically suitable for the type of development proposed. *The proposed residential uses are consistent with anticipated residential uses to the north, south, and east of the subject site, and no hazards exist on the site which would make the property inappropriate for people or residential uses.*
3. That the site is physically suited for the density of development. *The proposed R-1, Single-Family Residential zoning district allows for the proposed density of 4.7 du/ac. The lots have a median average of 6,526 square feet. The variance in the lot sizes provides the opportunity to have a variety of housing sizes. The project site has slopes of less than 2%, it is not within a 100-year flood plain and can accommodate drainage facilities necessary for the proposed density, it has adequate access to public roads which have the capacity to serve the development.*
4. That the design of the subdivision or the proposed improvements are not likely to cause serious public health problems. *As conditioned, the project will provide adequate sanitary sewer, a public water supply, storm drainage facilities, and roadway and construction conditions and mitigation measures to minimize project related problems. Standard subdivision improvements will include fire hydrants, streetlights and roadways designed for residential traffic.*
5. The design of the project will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed project. *The project will not impact or conflict with any easements or land acquired by the public.*
6. The Tentative Subdivision Map conforms to the provisions of the Subdivision Map Act and to the provisions of Gridley Municipal Code Title 16 - Subdivisions (GMC Section 16.15). *The tentative subdivision map complies with the required form and content of tentative subdivision maps, as set forth by the City and based upon the provisions of Title 16 of the Gridley Municipal Code.*
7. The tentative subdivision map conforms to the provisions of the City of Gridley General Plan (GMC Section 16.15). *The project is consistent with the General Plan land use designation of Residential.*
8. The tentative parcel map is consistent with good planning and engineering practice (GMC Section 16.15). *The City Engineer has reviewed the tentative subdivision map, and has attached conditions that have been incorporated within the Conditions of Approval. All lots comply with the requirements in the City of Gridley Land Division Standards and Improvement Standards.*

9. The project will not be harmful to the public health and safety or the general welfare of the persons residing or working in the area. *The project applicant proposes to develop the lots for residential uses. This type of development is not considered potentially harmful to the public health and safety or to the general welfare of persons residing in the vicinity.*

10. The project will not result in substantial environmental damage. *The tentative subdivision map would not result in any substantial damage to the environment. Development proposed under the subdivision map would be consistent with the type of development in the vicinity, and would not substantially damage the physical environment of the area.*

SECTION 2: THE CITY COUNCIL OF THE CITY OF GRIDLEY:

Approves Tentative Subdivision Map 2-23 as described subject to the following conditions of approval:

1. The applicant/property owner shall file a Declaration of Acceptance of the Conditions of Approval within 30 days of City Council approval for the Tentative Subdivision Map 2-23.
2. The Tentative Subdivision Map 2-23 shall expire after a three (3) year period. An extension to the approval for up to five years may be approved; an application would need to be filed 30 days in advance of the expiration of the map.
3. Use of the 14.8-acre project site is subject to all zoning regulations described in Gridley Municipal Code as applicable to "R-1 Single Family" residential zoning districts, the General Plan requirements, and all applicable requirements of the Gridley Municipal Code.
4. Physical development of the site shall conform to the design approved for Tentative Subdivision Map No. 2-23 and to all of the conditions of approval of that Tentative Subdivision Map.
5. The project shall be required to pay all applicable impact fees for the development of the project.
6. Minor changes may be approved by the Planning Director upon receipt of a substantiated request by the applicant, or their respected designee. Prior to such approval, verification shall be made by each Department that the modification is consistent with the approved application. Changes deemed to be major or significant in nature shall require a formal application for amendment.
7. The project will implement all recommended mitigation measures identified within the Initial Study as prepared by Raney & Associates; an omission on the list of conditions does not absolve the need to implement the mitigations identified in the Initial Study. Additionally, applicable mitigation measures identified for new development in the General Plan shall be complied with.

8. Construction of the project shall comply with the requirements of the National Pollution Discharge Elimination (NPDES) Permit and obtain a WDID from the State of California in conformance with the General Construction Storm Water Permit; Storm Water Pollution Prevention Plan (SWPPP) shall be prepared prior to construction activities.
9. Prior to recordation of a Final Map, the applicant shall submit for review and approval improvement plans that shall include, not limited to, details related to above and underground infrastructure; piping and service laterals, meters, drop inlets, manholes, curb, gutter, and sidewalk, roadway, pavement markings, lighting, hydrants, street signs, electrical, transformer pedestals, and any and all components as required by the City of Gridley, the City Engineer, the Utility Supervisor, and Public Works Manager. Plans shall meet all required state and local ordinances, regulations, and Public Works Development Standards. Omissions on the plans does not constitute approval for the omission. Plans shall be reviewed and approved by the City Engineer and the Gridley Municipal Services Division.
10. Prior to recordation of the final map, the applicant shall coordinate with the Butte County Assessor's Office and Tax Collector to segregate any assessments against the properties and pay any delinquent, current, and future taxes and/or assessments against the properties as required.
11. Dedicate and improve the right-of-way for the interior subdivision streets to the satisfaction of the City Engineer.
12. Dedicate a 10-foot public services easement adjacent to all public right-of-way frontages.
13. Prior to the approval of a Final Subdivision Map for recordation, a registered engineer shall prepare and submit the following information to Gridley Department of Public Works for review and approval:
 - a. Calculations identifying the estimated rate of peak stormwater runoff from the gross area of the undivided site and abutting streets - as they exist at the time of approval of the tentative subdivision map- during currently adopted design storm event. The calculations shall be prepared in a manner consistent with the Gridley Public Works Construction Standards, and with standard engineering practice. The Drainage Analysis shall be on the prescribed and adopted format used by the city.
 - b. Construction details, plans and profiles, typical sections, specifications, and maintenance plans for any proposed stormwater detention facilities to be constructed to serve the parcels created by this subdivision.

- c. The developer/developer engineer shall provide material submittals that have been reviewed and approved by engineer of record prior to submittal being submitted specification sheets for all materials to be used in the construction of all underground and all materials within the right of way.
- d. Prior to any construction, the developer and team shall schedule a pre-construction site meeting to discuss the project.
- e. The developer shall provide a construction schedule to the City Engineer prior to commencement of construction.
- f. An assessment against the development and individual parcels shall be established to fund the on-going maintenance costs associated with any approved stormwater detention facilities, lighting, landscape, and drainage components as determined by the City Engineer.
- g. Dedication of the area for the detention facilities, if required shall be made to the City of Gridley as a condition of recordation of the Final Map.
- h. The design of surface detention facilities, if required, shall minimize use of the facility by mosquitoes for breeding by incorporating some or all of the features recommended by the Butte County Mosquito and Vector Control District.
- i. All drainage improvements shall be constructed in conformance with the Gridley Public Works Construction Standards, the City of Gridley Master Drainage Plan, and the details shown on approved construction plans. The developer shall have a registered engineer prepare and submit construction details, plans and profiles, typical sections, specifications, and cost estimates to the Department of Public Works for review and approval prior to the recordation of the Final Map.
- j. Developer's engineer of record shall determine whether State of California Variances are required and shall prepare all documents for review and approval to the City Engineer.
- k. No work or construction shall commence prior to the approval of all improvement plans, grading plans, rough grading, import or other activities.
- l. A geotechnical report is required to be prepared. If ground water is discovered, a groundwater discharge plan (Dewatering) shall be prepared, submitted and reviewed and approved by the City Engineer. All state and local permits for dewatering shall be obtained prior to commencement of work. The contractor is advised that groundwater levels vary depending on the irrigation season.

m. Construction shall ensure that compaction testing shall be done within roadways and backfill in trenches for infrastructure with a map depicting where tests were done and submitted to the City Engineer. The Engineer of Record shall ensure, by statement, that the results comply with all requirements of the geotechnical report.

n. A traffic control plan shall be submitted for review and approval by the City Engineer prepared by a traffic engineer, registered civil engineer, or a certified American Traffic Safety Services Association person.

14. Telephone, cable television, and gas service (PGE) shall be provided to all parcels in accordance with the Gridley Public Works Construction Standards, the Gridley Municipal Code, and the requirements of the agencies providing these services, without exception.

15. If any existing utilities must be relocated as a result of this subdivision, the agencies that own the facilities may require the developer to pay the cost of such relocations.

16. The lots shall be graded in conformance with the approved plans by the city and related departments, Gridley Public Works Construction Standards and the Gridley Municipal Code. The developer shall submit grading details, plans and specifications prepared by a registered engineer to the city for review and approval prior to the start of any work.

17. The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to the plaintiff in an action challenging the validity of this tentative subdivision map or any environmental or other documentation related to approval of this tentative subdivision map.

18. Provide Landscape Plan for street landscaping for review and approval by the Planning Department. A street tree master plan shall be developed for the subdivision for review and approval.

19. Show all existing public facilities within 100-feet beyond the site boundary, and all topography, on the grading/site plan/demolition plan.

20. Show proposed building setbacks for each parcel or provide a typical set back detail for interior lots and corner lots; setbacks vary for 2 story structures.

21. All overhead utilities shall be underground within subdivision.

22. Meet requirements of Reclamation District 833. The proposed development shall mitigate the increased stormwater runoff such that RD 833 facilities and properties served by the district aren't impacted due to the increased stormwater.

a. If Reclamation District 833, or West Biggs Gridley Water District reviews the improvement, grading, and storm water discharge analysis, the costs for the review

shall be reimbursed by the developer to the district. RD 833 will bill the developer independent of the city of Gridley.

23. The developer shall coordinate with West Biggs Gridley Water District to cross over the underground pipe in two locations prior to a grading permit being issued along the north boundary.

24. The applicant may enter into a Subdivision Agreement in order to record the Final Map prior to all improvements constructed should the applicant so desire. The agreement is a document approved by Council resolution.

25. The applicant will be required to obtain a grading permit and pay all applicable fees as reviewed and approved by the City Engineer. No permit shall be issued until the plans have been approved by the city, and reviewed by RD 833, and West Biggs Gridley Water District, and any state variances received, if required. The applicant is responsible for all costs in the preparation of the State variance applications and to ensure the information, plats, descriptions, and reasons for the request are provided to the city to make the application. No partial permit shall be issued.

26. The applicant/developer may develop the subdivision in phases at the review and approval of the City Council. The applicant shall provide an estimate of the phasing plan to the city at the civil engineered plans are submitted to the city for review.

27. Segregate any assessments against the properties.

28. Pay any delinquent taxes and/or assessments against the properties.

29. Note on a separate document to be recorded simultaneously with the Subdivision Map, the requirement for payment of school impact fees, as levied by the Gridley Unified School District in accordance with State legislation at the currently adopted rate per square foot of building area.

30. Install street name signs, traffic control signs, pavement markings and barricades in conformance with the Gridley Public Works Construction Standards.

31. If surface detention facilities are proposed, the design shall minimize use of the facility by mosquitoes for breeding by incorporating some or all of the features

recommended by the Butte County Mosquito and Vector Control District.

32. The developer shall install fire hydrants in conformance with the requirements of the Uniform Fire Code as interpreted by the local division of the California Division of Forestry, the City of Gridley's contract Fire Department. The number of hydrants installed, as well as the exact location and size of each hydrant and the size of the water main serving each hydrant, shall be as specified in the Code.

33. All residential units are required to provide an operable solar system sized to the expected demand. Plans showing the proposed solar design and technical data sheets shall be submitted to the Electric Department for review and approval prior to submitting to Butte County for a building permit.

34. If any existing utilities must be relocated as a result of this subdivision, the agencies that own the facilities may require the developer to pay the cost of such relocations.

35. The applicant/developer is responsible for paying all plan check review costs by city staff and/or consultants required to approve the plans for the development of the site whether completed all at the same time, or by phases of development. The applicant/developer is responsible for paying all plan check review costs for the master vertical build plan for phasing, or by each unit proposed for construction in accordance with the City of Gridley Master Fee Schedule adopted by the City Council by Resolution No 2020-R-008. No permit to grade shall be allowed until the plans are fully approved by the City.

36. The applicant/developer is responsible for paying all costs for a third-party inspector approved by the City of Gridley and contracted with the City during the construction of any or all phases of development. The level of inspection required shall be determined by the City of Gridley.

37. Fencing of the rear yards for the project shall occur at the time of housing construction and shall be the responsibility of the developer. Fencing throughout the project shall be consistent from lot to lot as reviewed and approved by the Planning Department.

38. Form an assessment district to cover on-going maintenance costs of facilities within the subdivision including landscaping areas and the drainage detention basin.

39. Note on a document to be recorded concurrently with the Final Map that agricultural spraying and keeping of livestock may occur on surrounding properties and that such agricultural uses are permitted by the zoning of those properties and will not be abated unless the zoning changes.

**CEQA/NEPA/GENERAL PLAN MITIGATION MEASURES
INCLUDED AS CONDITIONS OF APPROVAL**

CEQA/NEPA Initial Study & Environmental Assessment:

The following numeration coincides with the section the Mitigation Measure addresses. The language is incorporated herein as a project condition of approval.

III-1. Prior to issuance of building permits for the proposed project, the project applicant shall demonstrate via project design and/or notation included on project design that only natural gas hearths (fireplaces) shall be installed in the proposed residences and wood-burning hearths shall be prohibited. Conformance with the foregoing requirements shall be confirmed through review and approval of building permit plans by the City of Gridley Planning Services Department.

IV-1. Within 15 days prior to the initiation of construction activities, a qualified biologist shall conduct pre-construction surveys of the grassland habitat on the site to identify any potential American badger burrows/dens. If the pre-construction survey does not show evidence of American badger burrows/dens, a letter report documenting the results of the survey shall be provided to the City of Gridley Planning Services Department, and additional measures are not required.

If a potential American badger burrow/den is found during the surveys, coordination with the CDFW shall be undertaken in order to develop a suitable strategy to avoid impacts to American badger. After CDFW approval, impacts to active American badger dens shall be avoided by establishing exclusion zones around all active badger dens, within which construction related activities shall be prohibited until denning activities are complete or the den is abandoned. A qualified biologist shall monitor each den once per week in order to track the status of the den and to determine when a den area has been cleared for construction. The project proponent shall be responsible for the implementation of this mitigation measure, subject to monitoring by the City of Gridley Planning Services Department.

Marysville California Kangaroo Rat

IV-2. Within 15 days prior to the initiation of construction activities, a qualified biologist shall conduct preconstruction surveys for Marysville California kangaroo rat nests within the development footprint. If the pre-construction survey does not show evidence of Marysville California kangaroo rat nests, a letter report documenting the results of the survey shall be provided to the City of Gridley Planning Services Department, and additional measures are not required.

All nests shall be flagged for avoidance of direct construction impacts where feasible, subject to approval by the City of Gridley Planning Services Department. If a potential Marysville California kangaroo rat nest is found during the surveys, coordination with the CDFW shall be undertaken in order to develop a suitable strategy to avoid impacts to the Marysville California kangaroo rat. After CDFW approval, impacts to active Marysville California kangaroo rat nests shall be avoided by establishing exclusion zones around all active kangaroo rat nests, within which construction related activities shall be prohibited until nesting activities are complete or the nest is abandoned.

If impacts cannot be avoided, nests shall be dismantled no more than three days prior to construction activities starting at each midden location. All vegetation and duff materials shall be removed from three feet around the midden prior to dismantling so that the occupants do not attempt to rebuild. Middens are to be slowly dismantled by hand in order to allow the occupants to disperse. The project

proponent shall be responsible for the implementation of this mitigation measure, subject to monitoring by the City of Gridley Planning Services Department.

Special-Status Bats

IV-3. Within seven days prior to the initiation of construction activities, a qualified biologist shall conduct a pre-construction bat roosting survey of the project site to identify the presence or absence of roosting bats. If the pre-construction survey does not show evidence of roosting bats, a letter report documenting the results of the survey shall be provided to the City of Gridley Planning Services Department, and additional measures are not required.

If any bats are identified during roosting surveys, passive removal of the roosting bats prior to disturbance to structures and riparian and forested woodlands shall be implemented to avoid impacts to this species. Passive removal includes allowing roosting bats to freely leave the roost site (riparian and forested woodlands and any structure). Once the roosting bats have been passively removed from the structure(s) and riparian and forested woodlands, the structure(s) would be closed off from recurring bat roosting within the structure(s) and the proposed work within the structure(s) would no longer pose a risk to individuals of the species. For riparian and forested woodlands containing bat roosts, the removal of trees associated with such woodlands would only occur once the bats leave the day roosts. Furthermore, if a maternal (breeding) roost is documented, no disturbance shall occur until the breeding roost has dispersed from the structure or vegetation they are found in.

Swainson's Hawk

IV-4. Prior to the commencement of construction activities during the nesting season for Swainson's hawk (between March 1 and September 15), a qualified biologist shall conduct protocol-level preconstruction surveys within at least 2 (two) of the recommended survey periods within the nesting season that coincides with the commencement of construction activities, in accordance with the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000). At least one survey shall be conducted within each survey period selected; the dates should be adjusted in consideration of early or late nesting seasons for the year in which the surveys are conducted. If the final survey is completed more than 14 days prior to initiation of construction, an additional survey shall be conducted within 14 days of the start of construction to ensure that nesting has not been initiated within the intervening time. The qualified biologist shall conduct surveys for nesting Swainson's hawk within 0.25 mile of the project site, where legally permitted. The qualified biologist shall use binoculars to visually determine whether Swainson's hawk nests occur within the 0.25-mile survey area, if access is denied on adjacent properties. If no active Swainson's hawk nests are identified on or within 0.25 mile of the project site within the recommended survey periods, a letter report summarizing the survey results shall be submitted to the City of Gridley within 30 days following the final survey, and no further avoidance and minimization measures for nesting habitat are required.

If active Swainson's hawk nests are found within 0.25-mile of construction activities, the qualified biologist shall contact the City of Gridley within one business day following the pre-construction survey to report the findings. For the purposes of this mitigation measure, construction activities are defined to include heavy equipment operation associated with vegetation clearing, tree removal, grading, construction (use of cranes or draglines, new rock crushing) or other project-related activities that could cause nest abandonment or forced fledging within 0.25-mile of a nest site between February 15 and August 31. Should an active nest be present within 0.25-mile of the construction area, the City of Gridley shall be consulted to establish take avoidance plan. Such a plan could include measures such as establishment of a construction setback, placement of high-visibility construction fencing along the

setback boundaries, and monitoring of the nest during construction activities. The qualified biologist shall have the authority to stop construction activities if the hawks show signs of distress; if this occurs, construction may not resume until the City of Gridley is consulted and the construction setback is increased or other take-avoidance measures are modified. A letter report summarizing the survey results and describing implementation of the take avoidance measures will be submitted to the City of Gridley within 30 days of the final monitoring event. No further avoidance and minimization measures for nesting habitat would be required after submittal of the report.

Burrowing Owl

IV-5(a). During the non-breeding season (late September through the end of January), the Applicant shall conduct a survey for burrowing owls and burrows or debris that represent suitable nesting or refugia habitat for burrowing owls within areas of proposed ground disturbance. Should owls be present, construction activities shall avoid the refugia by 250 feet until the burrowing owl vacates the site. CDFW may provide authorization for the applicant to conduct activities (burrow exclusion, etc.) that may discourage owl use.

If clearing and construction activities are planned to occur during the nesting period for burrowing owls (February 1–August 31), a qualified biologist shall conduct a targeted burrowing owl nest survey of all accessible areas within 500 feet of the proposed construction area within 14 days prior to construction initiation, as described in CDFW's Staff Report on Burrowing Owl Mitigation, published March 7, 2012. Surveys shall be repeated if project activities are suspended or delayed for more than 14 days during nesting season. The results of the surveys shall be submitted to the Planning Services Department. If burrowing owls are not detected, further mitigation is not required.

If an active burrowing owl nest burrow (i.e., occupied by more than one adult owl, and/or juvenile owls are observed) is found within 250 feet of a construction area, construction shall cease within 250 feet of the nest burrow until a qualified biologist determines that the young have fledged and adult has vacated, or it is determined that the nesting attempt has failed. If the applicant desires to work within 250 feet of the nest burrow, the applicant shall consult with CDFW and the City to determine if the nest buffer can be reduced.

IV-5(b). If nesting burrowing owls are found during the pre-construction survey, mitigation for the permanent loss of burrowing owl foraging habitat (defined as all areas of suitable habitat within 250 feet of the active burrow) shall be accomplished at a 1:1 ratio. The mitigation provided shall be consistent with recommendations in the CDFW Staff Report on Burrowing Owl Mitigation, dated March 7, 2012, and may be accomplished within the Swainson's hawk foraging habitat mitigation area for the project if burrowing owls have been documented utilizing that area, or if the qualified biologist, the City, and CDFW collectively determine that the mitigation strategy is suitable for both species.

Other Nesting Migratory Birds and Raptors, Including Northern Harrier

IV-6. Prior to construction of the proposed project, the project applicant shall implement the following measures to avoid or minimize impacts to migratory bird and/or raptor species protected under the Migratory Bird Treaty Act of 1918 (MBTA):

- If any site disturbance or construction activity for any phase of development is scheduled to begin between February 1 and August 31, a qualified biologist shall conduct a preconstruction survey for active tree nests and ground nests from publicly accessible areas within 15 days prior to site disturbance for any phase of development. The survey area shall cover the construction site and a 300-foot radius surrounding the construction site. The preconstruction survey results shall be

submitted to the City of Gridley Planning Services Department for review. If nesting migratory birds and/or raptors are not found, then further mitigation measures are not necessary.

- If an active nest of a MBTA bird, or federally listed bird, is discovered that may be adversely affected by any site disturbance, or an injured or killed bird is found, the project applicant shall immediately:
 - Stop all work within a 300-foot radius of the discovery;
 - Notify the City of Gridley Planning Services Department; and
 - Not resume work within the 300-foot radius until authorized by a qualified biologist.
- If an active nest of a MBTA bird, or other federally listed bird, is discovered that may be adversely affected by any site disturbance, or an injured or killed bird is found, the biologist shall establish a minimum 300-foot Environmentally Sensitive Area around the nest. The Environmentally Sensitive Area may be reduced if the biologist determines that a smaller Environmentally Sensitive Area would still adequately protect the active nest. Further work may not occur within the Environmentally Sensitive Area until the biologist determines that the nest is no longer active.

V-1. The following measure shall be noted on project Improvement Plans and implemented during construction:

- During construction activities, if historic and/or cultural resources are encountered during site grading or other site work, all such work shall be halted immediately within the area of discovery and the contractor shall immediately notify the City of the discovery. In such case, the applicant shall retain the services of a qualified archaeologist for the purpose of recording, protecting, or curating the discovery as appropriate. The archaeologist shall be required to submit to the City for review and approval a report of the findings and method of curation or protection of the resources. Further grading or site work within the vicinity of the discovery, as identified by the qualified archaeologist, shall not be allowed until the preceding steps have been taken.

V-2. The following measure shall be noted on project Improvement Plans and implemented during construction:

- During construction activities, if prehistoric human interments (human burials or skeletal remains) are encountered within the native soils of the project site, all work shall be halted in the immediate vicinity of the find. The County Coroner, project superintendent, and the City shall be contacted immediately. The applicant shall retain the services of a qualified archaeologist for the purpose of evaluating the significance of the find. If the archaeologist suspects that potentially significant cultural remains or human burials have been encountered, the piece of equipment that encounters the suspected deposit shall be stopped, and the excavation inspected by the archaeologist. If the archaeologist determines that the remains are non-significant or non-cultural in origin, work can recommence immediately. However, if the suspected remains prove to be part of a significant deposit, all work shall be halted in that location until appropriate recordation and (possible) removal has been accomplished. If human remains (burials) are found, the County Coroner shall be contacted to evaluate the discovery area and determine the context; not all discovered human remains reflect Native American origins. However, in all cases where prehistoric or historic era Native American resources are involved, the Native American Heritage Commission shall be contacted to designate appropriate representatives of the local Native American community, who also should be contacted about their concerns.

VII-1. Should construction or grading activities result in the discovery of unique paleontological resources, all work within 100 feet of the discovery shall cease. The City of Gridley Planning Services Department shall be notified, and the resources shall be examined by a qualified archaeologist, paleontologist, or historian, at the developer's expense, for the purpose of recording, protecting, or

curating the discovery as appropriate. The archaeologist, paleontologist, or historian shall submit to the City of Gridley Planning Services Department for review and approval a report of the findings and method of curation or protection of the resources. Work may only resume in the area of discovery when the preceding work has occurred.

XIII-1. Prior to approval of grading permits, the following criteria shall be established and noted on graded plans, subject to review and approval by the City of Gridley Planning Services Division:

- Construction activities shall be limited to between the daytime hours of 6:00 AM to 7:00 PM Monday through Friday.
- Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation.
- When not in use, motorized construction equipment shall not be left idling for more than five minutes.
- Stationary equipment (power generators, compressors, etc.) shall be located at the furthest practical distance from nearby noise-sensitive land uses or sufficiently shielded to reduce noise-related impacts.

XVIII-1. Implement Mitigation Measures V-1 and V-2.

General Plan Development Mitigation Measures:

Mitigation Measure 4.3-1a: Require Implementation of Supplemental Measures to Reduce Construction-Related Exhaust Emissions.

In addition to the measures recommended by BCAQMD for construction emissions and incorporated into the 2030 General Plan under Safety Policy 6.2, the City shall require each project applicant, as a condition of project approval, to implement the following measures to further reduce exhaust emissions from construction-related equipment, where required to reduce project level impacts to a less-than-significant level:

- ▶ On-site equipment shall not be left idling when not in use. Limit idling time to a maximum of five minutes.
- ▶ Maintain all construction equipment in proper tune according to manufacturer's specifications.
- ▶ Maximize, to the extent feasible, the use of diesel construction equipment meeting the ARB's 1996 or newer certification standard for off-road heavy-duty diesel engines.
- ▶ Electrify equipment, where feasible.
- ▶ Substitute gasoline-powered for diesel-powered equipment, where feasible.
- ▶ Use alternatively fueled construction equipment on site, where feasible, such as compressed natural gas (CNG), liquefied natural gas (LNG), propane, or biodiesel.
- ▶ Use equipment that has Caterpillar pre-chamber diesel engines.
- ▶ Construction shall be curtailed during periods of high ambient pollutant concentrations; this may involve ceasing construction activity during the peak hour of vehicular traffic on adjacent roadways or on Spare the Air Days.
- ▶ Staging areas for heavy-duty construction equipment shall be located as far as practicable from sensitive receptors.

Mitigation Measure 4.3-1b: Require Implementation of Supplemental Measures to Reduce Fugitive PM₁₀ Dust Emissions.

The City shall require each project applicant, as a condition of project approval, to implement the following enhanced and additional control measures recommended by BCAQMD to further reduce fugitive PM₁₀ dust emissions, where required to reduce project level impacts to a less-than-significant level:

- ▶ Water shall be applied by means of truck(s), hoses and/or sprinklers as needed prior to any land clearing or earth movement to minimize dust emission.
- ▶ Haul vehicles transporting soil into or out of the property shall be covered.
- ▶ A water truck shall be on site at all times. Water shall be applied to disturbed areas a minimum of 2 times per day to prevent dust from leaving the property.
- ▶ On-site vehicles shall be limited to a speed that minimizes visible dust emissions on unpaved roads. 15 miles per hour is the recommended speed to minimize dust.
- ▶ Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours.
- ▶ The telephone number of the District shall also be visible to ensure compliance with District Rule 200 & 205 (Nuisance and Fugitive Dust Emissions).
- ▶ All visibly dry disturbed soil surface areas of operation shall be watered to minimize dust emissions.
- ▶ Existing roads and streets adjacent to the project will be cleaned at least once per day unless conditions warrant a greater frequency.
- ▶ All visibly dry disturbed unpaved roads surface areas of operation shall be watered to minimize dust emissions.
- ▶ Unpaved roads may be graveled to reduce dust emissions.
- ▶ Construction vehicles on unpaved roads shall be limited to a speed which minimizes dust emissions.
- ▶ Haul roads shall be sprayed down at the end of the work shift to form a thin crust. This application of water shall be in addition to the minimum rate of application.
- ▶ Construction workers shall park in designated parking areas(s) to help reduce dust emissions.
- ▶ Soil pile surfaces shall be moistened if dust is being emitted from the pile(s). Adequately secured tarps, plastic or other material may be required to further reduce dust emissions.
- ▶ Hydroseeding shall be used or nontoxic soil stabilizers shall be applied to inactive construction areas (previously graded areas inactive for 10 days or more).
- ▶ Sandbags or other erosion control measures shall be installed to prevent runoff of silt to public roadways.
- ▶ Vegetation shall be replanted in disturbed areas as quickly as possible.
- ▶ Wheel washers shall be installed on all exiting trucks, or the tires or tracks of all trucks and equipment leaving the site shall be washed off to prevent track-out onto the public right of way.
- ▶ Excavation and grading activity shall be suspended when winds exceed 25 mph.
- ▶ The area subject to excavation, grading, and other construction activity at any one time shall be limited, as necessary.
- ▶ Design of all development projects shall include feasible elements from BCAQMD's best available mitigation measures, where required to reduce project level impacts to a less-than-significant level (Appendix C to the BCAQMD CEQA Guide).
- ▶ The deeds to all properties of proposed sensitive uses located within 2 miles of the major odor sources identified by BCAQMD shall include a disclosure clause (odor easement), prepared by an attorney with expertise in the field, and approved by the City, advising buyers and tenants of the

potential adverse odor impacts from major sources of odors.

- ▶ Odor control devices shall be installed at the emitter to reduce the exposure of receptors to objectionable odorous emissions if an odor-emitting facility is to occupy space in a proposed commercial or industrial land use area.
- ▶ The odor-producing potential of land uses shall be considered when the exact type of facility that would occupy commercial areas is determined.

Mitigation Measure 4.6-4: Protect giant garter snake.

1. The City shall require all future projects that would result in construction activities or ground disturbance within 200 feet of rice fields, emergent marsh habitat, and irrigation ditches and canals, as a condition of approval, to conduct a biological resources inventory and determine if potential GGS habitat is present.

2. If GGS has a potential to be present per the biological resources inventory and there are no disturbances proposed within 200 feet of aquatic GGS habitat; no further action is necessary.

3. If suitable GGS habitat is present per the biological resources inventory and there are disturbances proposed within 200 feet of aquatic GGS habitat, but no direct impacts to aquatic habitat; the City shall require the project proponent to request and obtain technical assistance from USFWS regarding GGS minimization and avoidance measures.

If suitable GGS habitat is present per the biological resources inventory and there are disturbances proposed to aquatic GGS habitat, the City shall require the project proponent to determine if there is a federal nexus by which the USFWS would consult with another federal agency (USACE, FWHA, etc.).

If there is no federal nexus and GGS will be impacted through habitat modifications or direct impacts, the City shall require the project proponent to request technical assistance and develop, as determined by USFWS, a habitat conservation plan (HCP) to minimize project-related impacts to GGS and to provide information necessary for seeking an incidental take permit under Section 10(a) of the ESA. Alternatively, the project proponent may participate in the Butte County HCP/NCCP, if available.

If there is a federal nexus and GGS habitat will be impacted through habitat modifications or direct impacts, the City shall require the project proponent to develop a Biological Assessment (BA) and submit the document to the appropriate federal agency to initiate Section 7 consultation. Avoidance, minimization and mitigation ratios will be described in the BA consistent with the Programmatic Consultation with the U.S. Army Corps of Engineers 404 Permitted Projects with Relatively Small Effects on the Giant Garter Snake within Butte, Colusa, Glenn, Fresno, Merced, Sacramento, San Joaquin, Solano, Stanislaus, Sutter and Yolo Counties, California (USFWS 1997) and approved through the issuance of a Biological Opinion (BO).

c. If the Butte County HCP/NCCP has been finalized and approved before commencement of the mitigation measures listed above, impacts on GGS may be mitigated through participation in the HCP/NCCP if the adopted plan provides such mitigation.

SECTION 3: THE CITY COUNCIL OF THE CITY OF GRIDLEY:

1. The City Council of the City of Gridley hereby adopts Resolution No. 2023-R-017, approving Tentative Subdivision Map 2-23 as depicted on Exhibit A, accepting the Mitigated Negative Declaration, and Mitigation Monitoring Plan; and,
2. The City Council of the City of Gridley hereby authorizes the City Administrator to accept dedications of public lands, rights-of-way, and easements on behalf of the City Council.

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at the regular City Council meeting of the City of Gridley held on the 19th day of June, 2023, by the following vote:

AYES: COUNCIL MEMBERS _____

NOES: COUNCIL MEMBERS _____

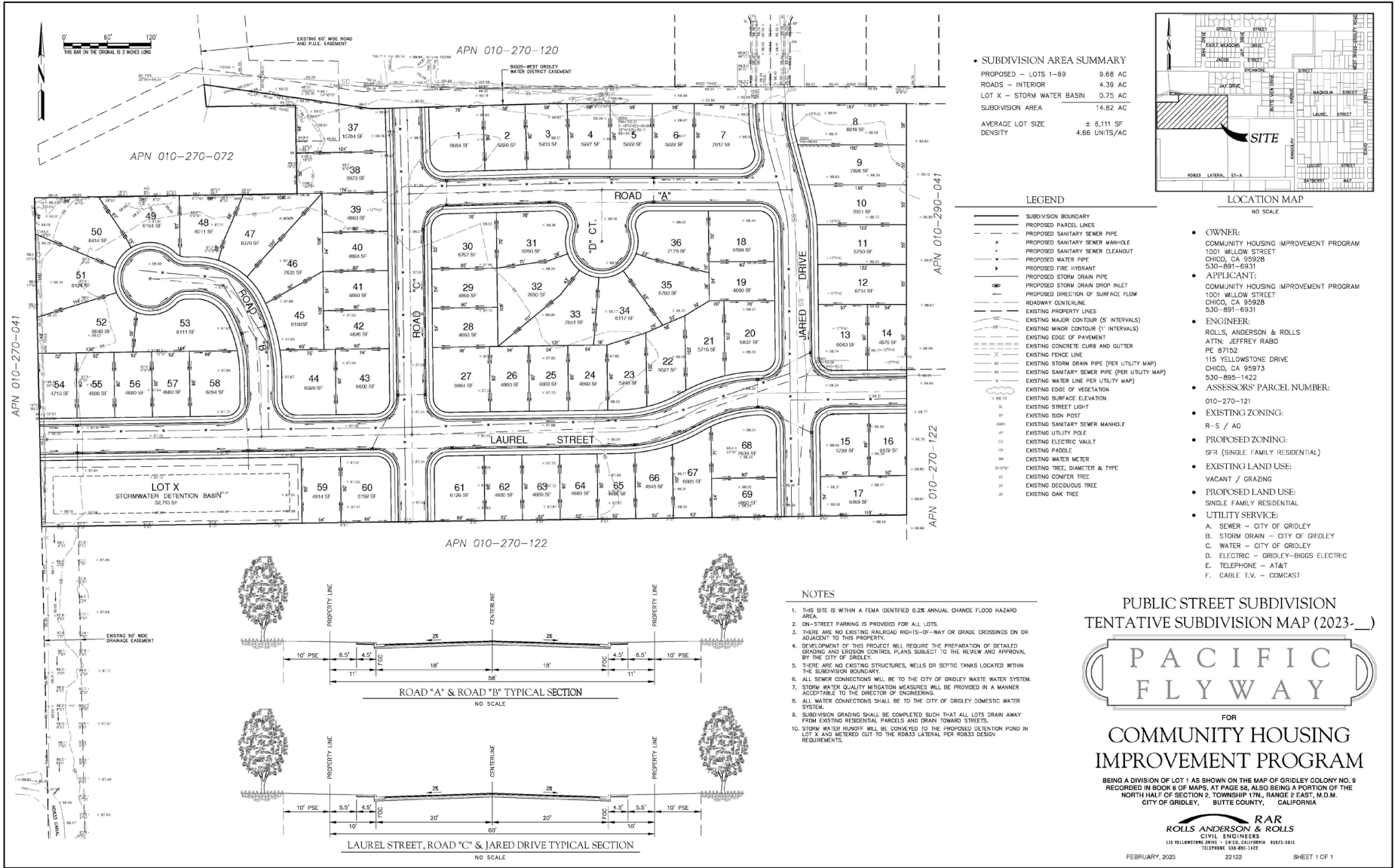
ABSTAIN: COUNCIL MEMBERS _____

ABSENT: COUNCIL MEMBERS _____

ATTEST:	APPROVE:
_____	_____
Cliff Wagner, City Clerk	Michael W. Farr, Mayor

EXHIBIT A

ATTACHMENT 1
2023-R-017



AN ORDINANCE TO REZONE APPROXIMATELY 14.8-ACRES FROM RESIDENTIAL SUBURBAN (R-S) TO SINGLE FAMILY RESIDENTIAL DISTRICT (R-1) AND TO RESCIND THE EXISTING AGRICULTURE OVERLAY ZONING DESIGNATION, FOR A PROPOSED DENSITY OF 4.9 DU/AC LOCATED ON THE SOUTH SIDE OF SYCAMORE STREET AND AT THE TERMINUS OF LAUREL STREET. (APN 010-270-121)

WHEREAS, the Planning Commission held a publicly noticed hearing on May 17, 2023 regarding the proposal to rezone approximately 14.8-acres from Residential Suburban (RS) to Single Family Residential (R-1), and to rescind the existing Agricultural Overlay zoning designation; and,

WHEREAS, at the close of the May 17, 2023 public hearing the Planning Commission recommended the City Council approve rezoning the property; and,

WHEREAS, the City Council reviewed the recommendation of the Planning Commission, considered the Initial Study, the Mitigated Negative Declaration, the Mitigation Monitoring Plan, and has found that the proposed rezone could not have a significant effect on the environment; and,

WHEREAS, the City Council duly introduced Ordinance 847-2023 by reading of title only at a regular meeting of the City Council held on June 19, 2023; and,

WHEREAS, the City Council of the City of Gridley ordains as follows:

SECTION 1: The City Council finds that the rezone of Assessor Parcel Number 010-270-121 is consistent with the 2030 General Plan.

SECTION 2: The City Council of the City of Gridley approves the rezone of Assessor Parcel Number 010-270-121 of 14.8-acres Residential Suburban (RS) to Single Family Residential District (R-1).

SECTION 3: The Zoning Map of the City of Gridley on file with the City Clerk, designating and dividing the City into zoning districts, is hereby amended, in accordance with the herein description and Exhibit A.

SECTION 4: This ordinance shall be effective thirty (30) days from the date of the second reading of the ordinance.

I HEREBY CERTIFY that the foregoing resolution for the property rezone of APN 010-270-121 as noted in Sections 1-4 and as shown on Exhibit A was duly introduced by reading of title only at the regular City Council meeting of the City of Gridley held on the 19th day of June, 2023, by the following vote:

AYES: COUNCIL MEMBERS _____

NOES: COUNCIL MEMBERS _____

ABSTAIN: COUNCIL MEMBERS _____

ABSENT: COUNCIL MEMBERS _____

ATTEST:

APPROVE:

Cliff Wagner, City Clerk

Michael Farr, Mayor

APPROVED AS TO FORM:

Anthony Galyean, City Attorney

EXHIBIT A

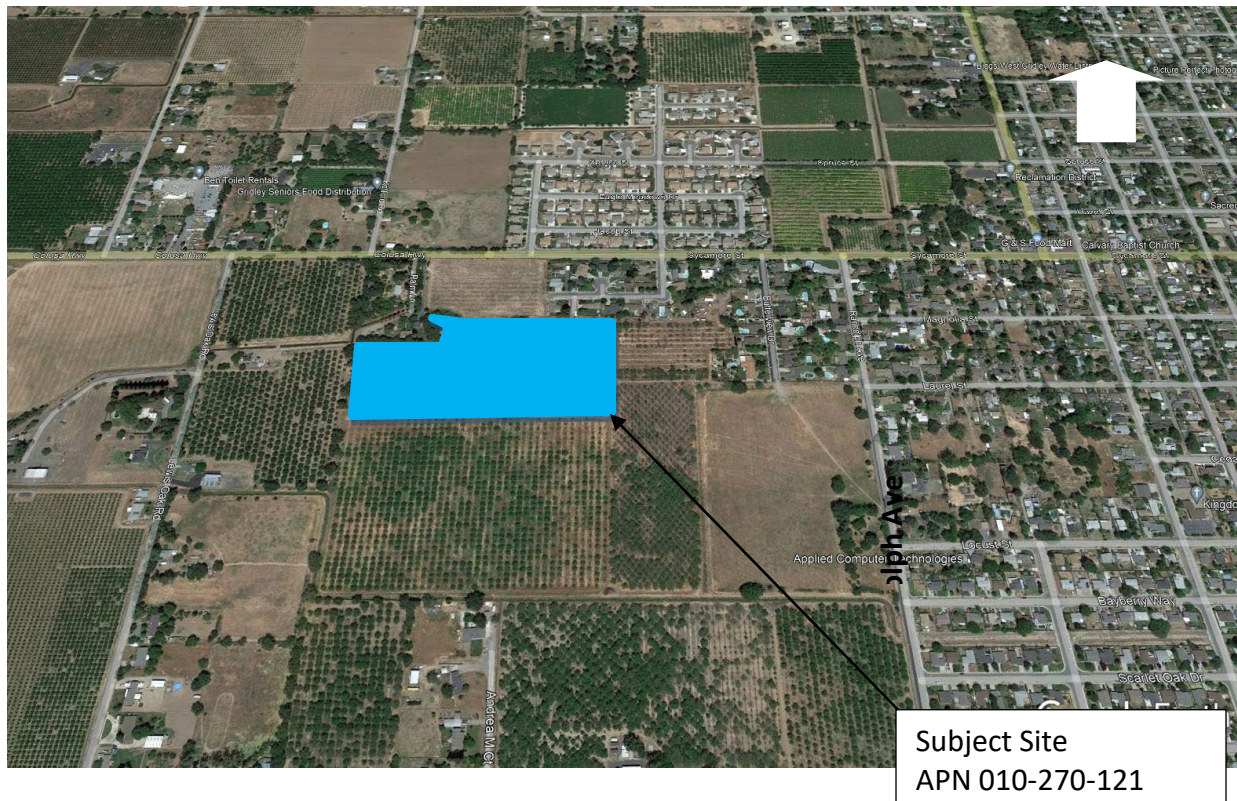
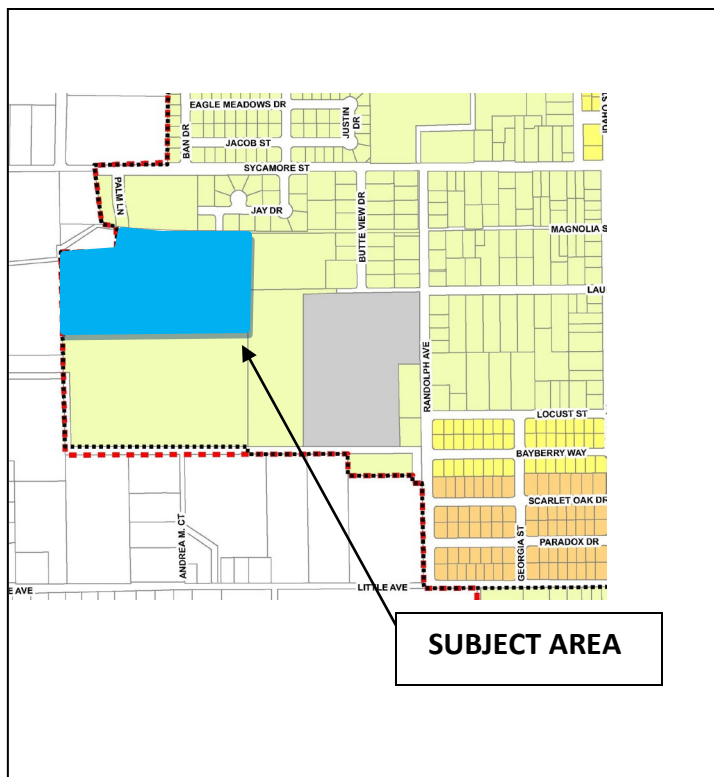


Figure 1: Location Map



Existing Zoning

From existing:

Residential Suburban

To proposed:

Single-Family Residential
(R-1)

City Council Item #6
Staff Report

Date: June 19, 2023

To: Mayor and Councilmembers

From: Donna Decker, Planning Department

Subject: Ordinance No. 848-2023: An amendment to Ordinance No. 844-2023 adopted by the City Council on March 20, 2023 removing the open space designation as shown on APN 022-210-095, 80.48 acres, APN 022-210-087, 4.5 acres, and APN 022-210-051, 10.5 acres totaling approximately 95.5 acres and replacing it with R-1 Single Family Residential, and R-2, Medium Density Residential District.

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff recommends the Planning Commission:

1. Accept the first reading of Ordinance 848-2023, by reading of title only.

Discussion

On March 6, 2023 the City Council supported the recommendations of the Planning Commission to pre-zone the north planned growth area with the second reading for adoption on March 20, 2023. The pre-zone reflected the previously mapped General Plan land uses to memorialize the 2030 General Plan update, excepting a 240 foot strip of land on the west boundary.

Subsequent to that action, Mr. Leishman, a landowner of APN 022-210-095 consisting of 80-acres, questioned the rezoning of approximately 240 linear feet of his property adjacent to West Biggs Gridley Road from the 2030 General Plan land use designations. The strip of land in question has been identified by Butte County and LAFCo as the required agricultural buffer. The 60-foot right-of-way contiguous to Mr. Leishman's property adds width to the 240 feet thus providing the required 300-foot buffer width. The pre-zone the Planning Commission reviewed and adopted by the City Council reflects the strip of land now designated as Park/Open Space.

The agricultural buffer was established by the Butte County Municipal Code Chapter 24, Article III, Division 7 and outlines the requirements and limitations. The code limits residential uses within the 300 ft agricultural buffer zone; however, it does not necessarily limit commercial or industrial uses.

Previous meetings between city staff, LAFCo staff, and Butte County staff have indicated that the area within the buffer zone can be designed for residential development—it would not be able to be constructed until a future date whereby the land on the west side of West Biggs Gridley Road were rezoned and not designated with an agricultural zoning designation. Additional communications also indicated it was unlikely that these agencies would support such a redesignation; therefore it seemed the most reasonable to maintain the area as Park/Open Space. Mr. Leishman pointed out that it was premature to assume this and has requested the pre-zoning designation be reverted to the 2030 General Plan land use designations.

The city agrees that it may have been overzealous in its effort to enhance the annexation process by limiting the buffer area uses to just open space.

The proposed pre-zone for consideration is to remove this narrow land use designation and define the

land use in accordance with the 2030 General Plan land uses. This pre-zone addresses not only Mr. Leishman's property but the south two parcels as well consisting of approximately 95-acres total.

Planning Commission Action

On May 17, 2023 the Planning Commission received the staff report, considering the request to amend Ordinance 844-2023 by returning the land use to the residential land uses. The Planning Commission recommended the project be forwarded to the City Council for adoption.

Environmental Review

The project is exempt from further CEQA analysis because there is no change in land uses analyzed at the time the General Plan was adopted based upon the Draft and Final Environmental Impact Report.

Public Notice

A notice was posted in the Gridley Herald 10 days in advance of the City Council meeting, mailed to all property owners within 300 feet of the subject site, posted at City Hall, made available at the Administration public counter, and placed on the city website for review.

Attachments –

1. Ordinance No. 848-2023
2. Butte County Chapter 24, Article III, Division 7
3. Approved Pre-zone Ordinance 844-2023

**AN AMENDMENT TO ORDINANCE NO. 844-2023 ADOPTED BY THE CITY COUNCIL ON MARCH 6, 2023
REMOVING THE OPEN SPACE DESIGNATION AS SHOWN ON APN 022-210-095, 80.48 ACRES, APN 022-210-087,
4.5 ACRES, AND APN 022-210-051, 10.5 ACRES TOTALING APPROXIMATELY 95.5 ACRES AND REPLACING IT
WITH R-1 SINGLE FAMILY RESIDENTIAL, AND R-2, MEDIUM DENSITY RESIDENTIAL DISTRICT.**

WHEREAS, the Planning Commission held a publicly noticed hearing on May 17, 2023 regarding the proposal to amend Ordinance 844-2023 to remove the Park/Open Space pre-zone land use designation from the properties in the Planned Growth Area, APN Nos 022-210-095, 022-210-087, and 022-210-051 consisting of approximately 95.5-acres reflecting the 2030 General Plan land uses; and,

WHEREAS, at the close of the May 17, 2023 public hearing the Planning Commission recommended the City Council approve the amendment to Ordinance 244-2023; and,

WHEREAS, the City Council reviewed the recommendation of the Planning Commission at its June 19, 2023 public hearing; and,

WHEREAS, the City Council duly introduced Ordinance 848-2023 by reading of title only at a regular meeting of the City Council held on June 19, 2023; and,

WHEREAS, the City Council of the City of Gridley ordains as follows:

SECTION 1: The City Council finds that the amendment to Ordinance No. 844-2023 is consistent with the 2030 General Plan intended land uses.

SECTION 2: The City Council of the City of Gridley approves the pre-rezone of Assessor Parcel Numbers Nos 022-210-095, 022-210-087, and 022-210-051 as shown on Exhibit A attached hereto, reflecting the 2030 General Plan land uses.

SECTION 3: The Zoning Map of the City of Gridley on file with the City Clerk, designating and dividing the City into zoning districts, is hereby amended, with the lands being pre-zoned and added to the Zoning Map as shown on Exhibit A.

SECTION 4: This ordinance shall be effective thirty (30) days from the date of the second reading of the ordinance.

I HEREBY CERTIFY that the ordinance for the pre-zone of the properties noted in Section 2 above and as reflected in the attached Exhibit A, and additionally noted in Sections 1, 3, and 4, was duly introduced on June 19, 2023 by reading of title only at the regular City Council meeting of the City of Gridley by the following vote:

AYES: COUNCIL MEMBERS _____

NOES: COUNCIL MEMBERS _____

ABSTAIN: COUNCIL MEMBERS _____

ABSENT: COUNCIL MEMBERS _____

ATTEST:

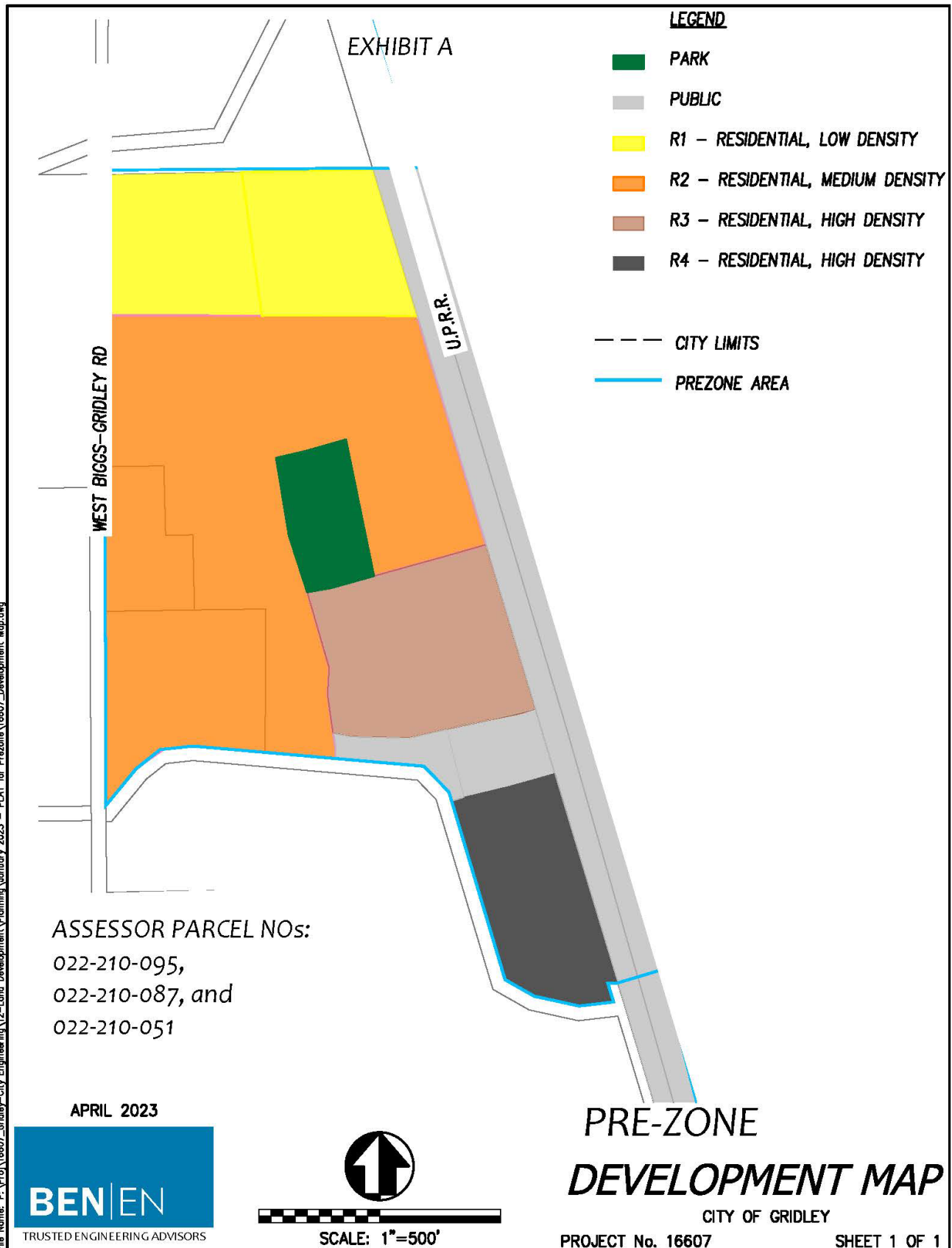
APPROVE:

Cliff Wagner, City Clerk

Michael W. Farr, Mayor

APPROVED AS TO FORM:

Anthony Galyean, City Attorney



Plot Date: April 06, 2023 - 2:41 pm
File Name: P:\Pro\16607_Gridley-City Engineering\12-Land Development\Planning\January 2023 - PLAT for Prezone\16607_Development Map.dwg

Division 7. Agricultural Buffers

24-81 Purpose.

This article establishes a means to conserve and stabilize agricultural land uses in order to protect agricultural lands from encroachment and conversion to residential uses. This article advances this purpose by:

- A. Requiring residential development to provide land use transitions, setbacks, and buffers between residential development and agricultural uses, in order to reduce interference and conflict;
- B. Creating development and performance standards designed to protect agricultural uses from residential encroachment conflicts; and
- C. Providing a clear delineation between long-term agricultural production lands and residential areas.

(Ord. No. 4062, § 1, 9-10-13; Ord. No. 4105, § 1, 1-12-16)

24-82 Applicability.

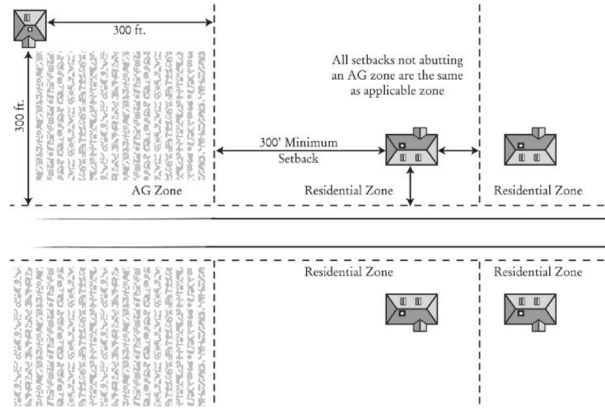
- A. This article applies to residential structures in all agricultural buffer areas. The agricultural buffer is applied to the following areas of the county:
 - 1. All lands zoned Agriculture;
 - 2. Other zones within three hundred (300) feet of the boundary of Agriculture zones; and
 - 3. Areas inside and within three hundred (300) feet of sphere of influence boundaries for incorporated cities, where the boundary abuts parcels zoned Agriculture.
 - 4. Areas within three hundred (300) feet of a Williamson Act Contract.
- B. The agricultural buffer requirement shall apply to the parcel where residential development is proposed.

(Ord. No. 4062, § 1, 9-10-13; Ord. No. 4105, § 1, 1-12-16)

24-83 Agricultural buffer setbacks.

As shown in Figure 24-83-1 (Agricultural Buffer Setbacks), the setback distance for dwellings within an agricultural buffer area shall be three hundred (300) feet from any property line that abuts Agriculture zones. This distance may be adjusted based upon the Agricultural Buffer Guidelines as adopted by the Board of Supervisors on December 16, 2008 (and as amended) or an Unusual Circumstance Review in Section 24-84 (Exceptions to Agricultural Buffer Setback).

FIGURE 24-83-1 AGRICULTURAL BUFFER SETBACKS



(Ord. No. 4062, § 1, 9-10-13; Ord. No. 4105, § 1, 1-12-16)

24-84 Exceptions to agricultural buffer setback.

- A. Eligibility. Any project applicant may request an adjustment to the three hundred (300) foot agricultural buffer setback requirement through an Unusual Circumstances Review, as described below.
- B. Review Authority.
 - 1. A request for Unusual Circumstance Review submitted for concurrent review with a ministerial permit application shall be reviewed by the Zoning Administrator.
 - 2. A request for Unusual Circumstance Review submitted for concurrent review with a discretionary permit application shall be reviewed by the authority reviewing the discretionary permit application.
- C. Application Submittal. An application for an Unusual Circumstances Review shall be filed and reviewed in compliance with Article V, Division 1 (Permit Application and Review). The application shall include the information and materials specified in the Department of Development Services Buffer Guidelines for Unusual Circumstances Review applications, together with the fee in compliance with the Planning Fee Schedule. It is the responsibility of the applicant to provide evidence in support of the findings required by Subsection F (Criteria for Decision).
- D. Consultation with Agricultural Commissioner. The Zoning Administrator shall consult with the Agricultural Commissioner prior to taking action on an Unusual Circumstances Review or prior to forwarding a recommendation on an Unusual Circumstances Review to the Planning Commission or Board of Supervisors.
- E. Public Hearing.
 - 1. Public notice and hearing for an Unusual Circumstances Review associated with discretionary permits and approvals shall be provided in compliance with Article VI, Division 2 (Public Notice and Hearings).
 - 2. No public notice or hearing is required for Unusual Circumstances Reviews associated with ministerial permits.
- F. Criteria for Decision. The review authority may approve an adjustment to the required setback only if the following findings can be made:
 - 1. The adjustment will not result in a modification to adjacent agricultural practices.
 - 2. Unusual circumstances are present on the subject properties or surrounding properties that render the three hundred (300) foot setback requirement infeasible or unnecessary. Unusual circumstances include, but are not limited to, parcel size and shape, the location of existing residences, infrastructure and other existing uses, and natural physical features and topography.
 - 3. The proposed dwelling is placed the greatest distance possible from all property lines abutting an agriculture zone or other location that presents the least detriment to agricultural practices on adjacent properties.
 - 4. The location of the proposed residence does not interfere with easements, septic systems, or prior conditions of approval applicable to the subject property.
- G. Buffer Guidelines. Agricultural Buffer Guidelines as adopted by the Board of Supervisors on December 16, 2008 (Butte County Resolution # 08-166 and as amended) shall be utilized as a guide in evaluating the proper agricultural buffer and in rendering determinations on requested adjustments to the required setback.
- H. Post-Decision Procedures. The procedures and requirements relating to notices of decision, appeals (Article VI, Division 3 (Appeals and Calls for Review)), effective dates, permit expiration, permit revocation, and changed plans shall apply to Unusual Circumstance Reviews as provided in Article V, Division 8 (Post-Decision Procedures and Section 24-234 (Post-Decision Procedures)).

-
- I. Agricultural Worker Housing Center. Within Agriculture zones, Agricultural Worker Housing Centers, as defined under this chapter, shall not be subject to the Agricultural Buffer Setback.

(Ord. No. 4062, § 1, 9-10-13)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO PRE-REZONE AN APPROXIMATELY 736-ACRES REFLECTING THE APPROVED GENERAL PLAN LAND USES WITHIN THE SPHERE OF INFLUENCE ADOPTED BY THE 2030 GENERAL PLAN LOCATED IN THE UNINCORPORATED AREA OF BUTTE COUNTY, CONTIGUOUS TO THE CITY BOUNDARY

WHEREAS, the Planning Commission held a publicly noticed hearing on February 22, 2023 regarding the proposal to pre-rezone approximately 736-acres reflecting the 2030 General Plan land uses; and,

WHEREAS, at the close of the February 22, 2023 public hearing the Planning Commission recommended the City Council approve pre-rezoning the property; and,

WHEREAS, the City Council reviewed the recommendation of the Planning Commission at its March 6, 2023 public hearing; and,

WHEREAS, the City Council duly introduced Ordinance 844-2023 by reading of title only at a regular meeting of the City Council held on March 6, 2023; and,

WHEREAS, the City Council of the City of Gridley ordains as follows:

SECTION 1: The City Council finds that the pre-rezone of approximately 736-acres is consistent with the 2030 General Plan intended land uses.

SECTION 2: The City Council of the City of Gridley approves the pre-rezone of Assessor Parcel Numbers 009-032-023, 022-204-027, 022-210-028, 022-210-051, 022-210-062, 022-210-074, 022-210-079, 022-210-080, 022-210-083, 022-210-087, and 022-210-095 as shown on Exhibit A attached hereto, reflecting the 2030 General Plan land uses.

SECTION 3: The Zoning Map of the City of Gridley on file with the City Clerk, designating and dividing the City into zoning districts, is hereby amended, with the lands being pre-zoned and added to the Zoning Map as shown on Exhibit A.

SECTION 4: This ordinance shall be effective thirty (30) days from the date of the second reading of the ordinance.

ATTACHMENT 1
ORDINANCE NO. 844-2023

I HEREBY CERTIFY that the ordinance for the pre-zone of the properties noted in Section 2 above and as reflected in the attached Exhibit A, and additionally noted in Sections 1, 3, and 4, was duly introduced on March 6, 2023 by reading of title only at the regular City Council meeting of the City of Gridley and adopted by the City Council at the regular held meeting on the 20th day of March 2023, and by the following vote:

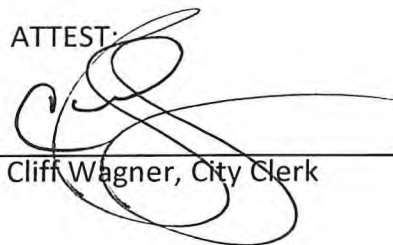
AYES: COUNCIL MEMBERS Johnson, Farr, Sanchez, Roberts, Calderon

NOES: COUNCIL MEMBERS None

ABSTAIN: COUNCIL MEMBERS None

ABSENT: COUNCIL MEMBERS None

ATTEST:



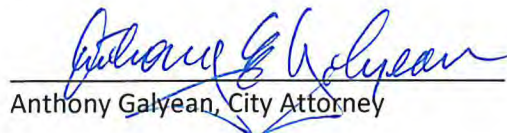
Cliff Wagner, City Clerk

APPROVE:



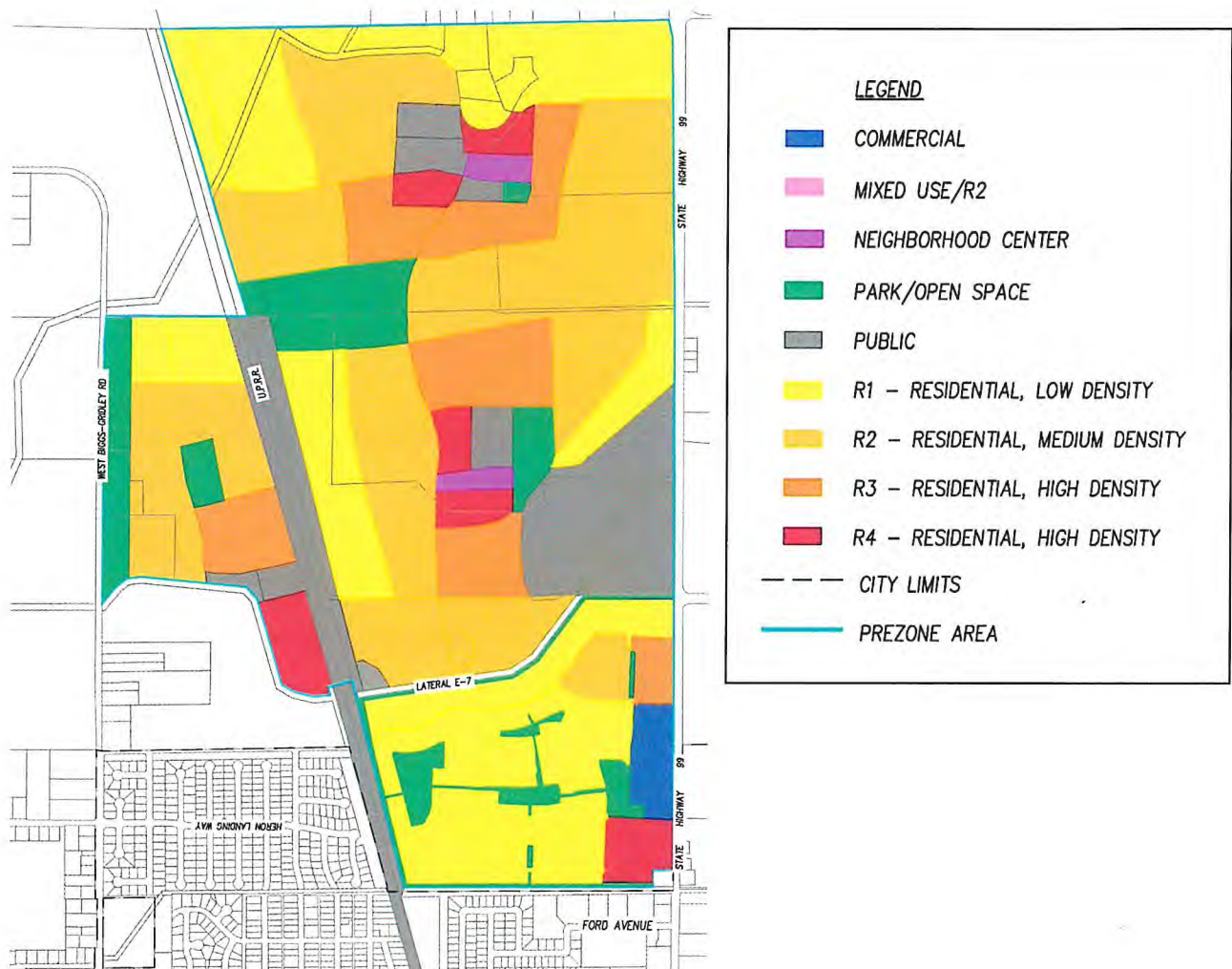
Michael Farr, Mayor

APPROVED AS TO FORM:



Anthony Galyeon, City Attorney

EXHIBIT A



(Prepared by Bennett Engineering)

Figure 1: Pre-zone area

Assessor Parcel Numbers 009-032-023, 022-204-027, 022-210-028, 022-210-051, 022-210-062, 022-210-074, 022-210-079, 022-210-080, 022-210-083, 022-210-087, and 022-210-095

City Council Item #7

Staff Report

X	Regular
	Special
	Closed
	Emergency

Date: June 19, 2023

To: Mayor and City Council

From: Cliff Wagner, City Administrator

Subject: City of Gridley: Adoption of Water Shortage Contingency Plan

Recommendation

City staff respectfully recommend that the Mayor and City Council adopt the Water Shortage Contingency. The Water Shortage Contingency Plan (WSCP) shall be updated every 5 years and be available to the public on the City website and shared with the Butte Subbasin Groundwater Sustainability Agency.

Background

Assembly Bill 1668 was passed into law in 2018 directing the Department of Water to identify small suppliers and rural communities at risk of drought and water shortage vulnerability and develop recommendations for improving drought contingency planning for those areas. In addition, Senate Bill 552 was signed and passed in September 2021. Senate Bill 552 requires small water suppliers (< 3,000 connections) to have an abridged water shortage contingency plan and requires additional metrics to be reported. Water Shortage Contingency Plans are required to be completed by July 1, 2023 and be posted on the City's website. The plan is required to be updated every 5 years.

The intent of the WSCP is to conserve the available water supply and protect the integrity of the public water system. The WSCPO establishes triggers and responses for water conservation.

The Draft WSCP was presented at the last council meeting on June 5, 2023. Comments from the City Council and public have been incorporated into the final version of the WSCP which is up for approval.

Financial Impact –

The financial impact is \$18,568 and will be funded by the capital improvement water funds. A task order was authorized by the City Council for this work at the City Council meeting on March 6, 2023. There is no additional budget being requested at this time.

Compliance with City Council Strategic Plan or Budget Goals

The City Council and City staff are committed to providing effective leadership while providing quality cost-effective local government services.

Attachments

Gridley Water Shortage Contingency Plan
Resolution 2023-R-018

Water Shortage Contingency Plan
for
City of Gridley



**685 Kentucky St
Gridley, CA 95948**

PWS# CA0410004

Effective: June 19, 2023
Next Update Required By: June 19, 2028

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Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of public water system (PWS) supply facilities, with particular regard for domestic water use, sanitation, and fire protection, to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Gridley hereby adopts the following regulations and restrictions on the delivery and consumption of water through this Water Shortage Contingency Plan (Plan).

Water uses regulated or prohibited under this Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water subjecting the offender(s) to penalties as defined in Section XI of the Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Gridley by means of public workshops hosted in June 2023. Final adoption of the Plan occurred at the City Council meeting in June 2023.

Section III: Public Education

The City of Gridley will regularly provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. Detailed information on public education is provided in Section X of the Plan.

Section IV: Coordination with Regional Water Planning Groups

The service area of the City of Gridley is located within the Butte Subbasin Groundwater Sustainability Agency (GSA). The GSA assessment documents were considered in the development of the Plan. A copy of the final Plan was shared Butte Subbasin GSA and posted on the City website in June 2023.

Section V: Authorization

The City Administrator or designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Administrator or designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan. The contact information for the City Administrator is (530) 846-3631 or Cwagner@gridley.ca.us.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Gridley. The terms “person” and “customer” as used in the

Plan may include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and Institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as schools, hospitals, clinics, retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by City of Gridley

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Flushing: flushing refers to the flushing of hydrants and water mains as part of maintenance and operation.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or hot tubs;
- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than firefighting or hauling water for a domestic water use.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Section VIII: Summary of Drought Response Stages and Response Actions

The Public Works Director or designee, shall monitor water supply and/or demand conditions on a monthly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified “triggers” are reached.

The triggering criteria described below are generally based on*:

- Groundwater well elevations and/or well production capacities relative to system demands;
- Projected drought conditions on Department of Water Resources (DWR) California Water Watch Tool (<https://cwww.water.ca.gov>)
- County, State or Federal Drought Emergency Orders
- Emergencies such as fire, earthquake, etc. resulting in potential water outages

The response actions described in subsequent sections of this document are based on the following general precepts:

- Source capacity augmentation is proposed with the City and decreasing water loss through enhanced operational and maintenance changes. In more critical cases, source capacity may be increased by drilling and/or a provision of hauled or bottled water in cases of natural disasters.
- Conservation techniques employed include progressively implementing more strict water use policies, primarily focused on outdoor irrigation and increasingly restrictive water use in business functions. In natural disaster type scenarios, water supplies are limited based on a per capita per day scenario.

- Notification of the public is performed in a variety of ways to ensure drought messaging is received by the residents. Depending on the severity of the drought stage, this may include messages on the City's website and social media, to house-to-house outreach services performed with community service groups. Whenever possible, messages will be provided in English and Spanish.
- The City will coordinate with a variety of agencies, including Butte County, Butte County Environmental Health, State Water Board's Division of Drinking Water, and Butte Subbasin GSA. In the event of severe water shortages, the City will also coordinate with Butte County Public Health to support County registered vulnerable persons, County Offices of Emergency Services (OES), CalWARN, community partners and critical users.

This table summarizes each water shortage stages, specified triggers, response actions and termination actions. Additional information for each is provided in the subsequent sections.

Table 1- Trigger Response

Response Stage	Estimated Water Shortage Range	Trigger		Response Action**	Termination Action
		Monthly Production (MG)*	Well Capacity (gpm)		
Stage 1 WATCH	Up to 10%	60	5,700	Voluntary reduction of usage	The trigger has returned below the threshold for at least 10 days.
Stage 2 WARNING	Up to 20%	65	5,000	Mandatory Water Use Restrictions (Irrigation, washing of vehicles etc)	The trigger has returned below the threshold for at least 10 days.
Stage 3 ACUTE	Up to 30%	75	4,500	Further reduction of irrigation and construction water with permit	The trigger has returned below the threshold for at least 10 days.
Stage 4 CRITICAL	Up to 40%	85	4,000	No use of water for construction	The trigger has returned below the threshold for at least 10 days.
Stage 5 EMERGENCY	Up to 50%	95	3,600	No irrigation.	The trigger has returned below the threshold for at least 10 days.
Stage 6 CATASTROPHIC	> 50%	100	3,300	No irrigation.	The trigger has returned below the threshold for at least 10 days.

*Recommended that any County Drought Emergency or Statewide Emergency Declaration initiate at least a Stage 2-Response Trigger

**A more detailed list of response actions is included in this plan. This table is only a summary.

Section IX: Drought Response Triggers

Stage 1 Triggers -- Water Shortage WATCH Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section X of this Plan when monthly production exceeds 60 MG, there is a projected lack of normal regional rain patterns, the DWR Water Watch drought map¹ shows moderate drought conditions in our zip code, City initiates voluntary conservation measures, or Butte County Subbasin GSA proposes basin-wide voluntary conservation measures.

Requirements for termination

Stage 1 of the Plan may be rescinded when all well related conditions listed as triggering events have ceased to exist for a period of 10 consecutive days, or immediately when any other conditions cease to exist.

Stage 2 Triggers -- Water Shortage WARNING Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section X of this Plan when monthly production exceeds 65 MG, City initiates Stage 2 drought response measures, Butte Subbasin GSA recommends Stage 2 drought response measures, or the DWR Water Watch drought map shows severe drought conditions in our zip code.

Requirements for termination

Stage 2 of the Plan may be rescinded when all well related conditions listed as triggering events have ceased to exist for a period of 10 consecutive days, or immediately when any other conditions cease to exist. Upon termination of Stage 2, Stage 1 becomes operative unless otherwise specified.

Stage 3 Triggers – ACUTE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section X of this Plan when monthly production exceeds 75 MG, City initiates Stage 3 drought response measures, Butte Subbasin GSA recommends Stage 3 drought response measures, or DWR's

¹ <https://cwww.water.ca.gov/>

California Water Watch drought maps shows extreme drought conditions in our zip code.

Requirements for termination

Stage 3 of the Plan may be rescinded when well related conditions listed as triggering events have ceased to exist for a period of 10 consecutive days, or immediately when any other conditions cease to exist. Upon termination of Stage 3, Stage 2 becomes operative unless otherwise specified.

Stage 4 Triggers -- CRITICAL Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section X of this Plan when monthly production exceeds 85 MG, City initiates Stage 4 drought response measures, Butte Subbasin GSA recommends Stage 4 drought response measures, or a County, State or Federal Drought Emergency is declared.

Requirements for termination

Stage 4 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 10 consecutive days, or immediately when any other conditions cease to exist. Upon termination of Stage 4, Stage 3 becomes operative unless otherwise specified.

Stage 5 Triggers -- EMERGENCY Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section X of this Plan when monthly production exceeds 95 MG, City initiates Stage 5 drought response measures, or Butte Subbasin GSA recommends Stage 5 drought response measures.

Requirements for termination

Stage 5 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 10 consecutive days. Upon termination of Stage 5, Stage 4 becomes operative unless otherwise specified.

Stage 6 Triggers -- CATASTROPHIC Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on

certain non-essential water uses provided in Section X of this Plan when monthly production exceed 100 MG, City initiates Stage 6 drought response measures, or Butte Subbasin GSA recommends Stage 6 drought response measures. Triggers may also include earthquakes resulting in significant infrastructure damage, emergency conservation needed for fire protection, or other actual or threatened catastrophic water infrastructure failure as determined by the City Administrator, or designee.

Requirements for termination

Stage 6 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist and coordination with the health and safety authorities have indicated that the water source and distribution system is safe. Upon termination of Stage 6, Stage 5 becomes operative unless otherwise specified.

Section X: Drought Response Stages

The Public Works Director or designee, shall monitor water supply and/or demand conditions on a monthly basis and, in accordance with the triggering criteria set forth in Section IX of this Plan, shall determine if a water shortage condition exists and the severity of any such water shortage conditions (e.g., *1-Watch, 2-Warning, 3-Acute, 4-Critical, 5-Emergency, 6-Catastrophic Water Loss*), and shall implement the following notification procedures accordingly:

Notification

Description of Customer Notification Methods:

The City Administrator or designee, shall notify the public by means of one of the following Methods:

- Method 1: Notice on City website and social media outlets
- Method 2: Notice in Gridley Herald newspaper, joint messaging with Butte Subbasin GSA
- Method 3: Notice to local Spanish and English-speaking radio stations
- Method 4: Email to customer listing
- Method 5: Direct Mail to each customer, in bill or flyer format
- Method 6: Personal phone calls to hospital, elder care facility and school district
- Method 7: Door to door outreach in low-income, elderly communities, County registered vulnerable residents, residences with high usage, and/or parts of the distribution system impacted by emergency.
- Method 8: County Emergency Messaging text alert
- The City has a 38% Hispanic population, therefore Methods 1, 3, 4, 5 and 7 shall be provided in both English and Spanish.

Prepared materials from Department of Water Resources, "Save Our Water Toolkit", may

be used as drought communication tools with the City logo added. The link for these materials is provided below:

<https://saveourwater.com/en/Partner-Toolkit>

Public Safety Contacts:

The City Administrator or designee, shall notify directly the following individuals and entities of restrictions or water shortages, as defined in the subsections below, as appropriate for each response stage.

Table 2 - Public Safety Contact Matrix

Organization or Department	Name & Position	Telephone	Email
Gridley Fire Department	Sean Norman	530-846-5711	Sean.Norman@fire.ca.gov
CAL FIRE – Butte Unit	Sean Norman	530-538-7111	Sean.Norman@fire.ca.gov
Butte County Office of Emergency Management	Josh Jimerfield Deputy Administrative Officer	530-538-7120	jjimerfield@buttecounty.net
Butte County Environmental Health	Elaine McSpadden, Director	530-552-3865	emspadden@buttecounty.net
State Water Board District Engineer	VACANT	530-224-4800	Michael.wiedeman@waterboards.ca.gov
Critical Water User, Orchard Hospital	Steve Stark, CEO	530-846-9000	
Butte County Public Health	Danette York, Director	530-552-4000	phinfo@buttecounty.net
Critical Water Users, Gridley Unified School District	Justin Kern, Superintendent	530-846-4721	jkern@gusd.org
Critical Water Users Elder Care			
Butte County Subbasin GSA	Anjanette Shadley		anjanette@westerncanal.com
Mutual Aid Contact / CalWarn Contact	Conrad Tona, Chair	530-227-4124	ctona@ci.redding.ca.us

Support Services Contacts:

The following is a listing of support services that may be appropriate for a water shortage emergency.

Table 3 - Support Services Contact Matrix

Organization or Department	Name & Position	Telephone	Email
Water Operator	Jerry Cox	530-846-2298	jcox@gridley.ca.us
Back-up Water Operator	Levi Melton	530-846-2298	lmelton@gridley.ca.us
Electric Utility Co	Jake Carter, Director	530-846-5954	jcarter@gridley.ca.gov
Electrician	Neil Baker, Wright One Electric	530-755-4444	neil@wrightoneelectric.com
Water Hauler	The Cali Dozer Co. Craig Dewsnap Trucking	1-800-770-4593 530-330-2765	jw@calidozer.com N/A
Bottled Water Vendor	Grocery Outlet	530-797-9199	
Storage Tank Vendor	PBM Supply	530-671-0068	
Emergency Shower Vendors	Ben Toilet Rentals, Inc.	530-846-4110	bens@bentoiletrentals.com
Well Pump Technician	Grant Stanley, Commercial Pump and Mechanical	530-899-1583	
Well Drilling Company	Precision Pump	530-533-4944	
Community Service Partners	American Red Cross	530-673-1460	
Other	Rotary Club of Gridley	530-632-5990	Ravie.aujila@gmail.com

Drought Responses Actions:

Stage 1 Response -- Water Shortage WATCH Conditions

Target: Achieve a voluntary 10 percent reduction in monthly water usage.

Best Management Practices for Supply Management:

- (a) Well production records will be monitored for trigger actions.
- (b) The City will begin a special drought water loss audit to evaluate potential areas for limiting water loss.
- (c) Verify CalWARN membership is active and in good standing.
- (a) Decrease flushing from regular flushing routine to only as needed for colored water or other water quality issues.

Voluntary Water Use Restrictions for Reducing Demand:

- (a) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes such as ornamental fountains, washing down of sidewalks or hard surface areas.
- (b) Water customers are requested to not irrigate during rain or within 48 hours after measurable rainfall.
- (c) Hotels/Motels are requested to provide guests the option of not having towels and linens laundered daily.

Notification Method(s) and Frequency:

Methods: 1, 2, and 5 (via monthly bills) – Permanent website, monthly outreach

Agencies Contacted:

Contact Butte Subbasin GSA to align potential future actions.

Stage 2 Response -- Water Shortage WARNING Conditions

Target: Achieve a 20% percent reduction in total monthly water usage.

Best Management Practices for Supply Management:

- (a) Using the results of the drought water loss audit perform leak detection surveys in areas with water loss above 20% and perform needed repairs.
- (b) Decrease flushing from regular flushing routine to only as needed for colored water or other water quality issues.

- (c) Continue monitoring of well records monthly.

Mandatory Water Use Restrictions for Reducing Demand:

- (a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 5:00 a.m. and 6:00 a.m. and 8:00 p.m. to midnight on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a filled bucket or watering can of five (5) gallons or less.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 5:00 a.m. and 6:00 a.m. and 6:00 p.m. to midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station that utilizes internally recycled water. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or hot tubs is prohibited except on designated watering days between the hours of 5:00 a.m. and 6:00 a.m. and 6:00 p.m. to midnight.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life.
- (e) The following uses of water are defined as non-essential and are prohibited:
 - i. washdown of any sidewalks, walkways, unless being performed by a County or emergency response employee addressing a public health issue such as fecal waste removal, etc.;
 - ii. washdown of driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - iii. use of water to wash down buildings or structures for purposes other than immediate fire protection;

- iv. flushing gutters or permitting water to run or accumulate in any gutter or street; and
- v. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Notification Method(s) and Frequency:

Methods: 1, 2, 3, and 5 (via bill and separate conservation flyer). At least monthly outreach. Create website form for water wasting complaints to be filed. Develop complaint response program.

Agencies Contacted:

Continue to work with Butte Subbasin GSA to align potential future actions. If less than 30-day time period between 10% and 20% decrease in water capacity or well elevation change, inform County Environmental Health and/or State Water Resources Control Board District Engineer of decreasing production and initiate feasibility evaluation for long-term mitigation strategies.

Stage 3 Response -- ACUTE Water Shortage Conditions

Target: Achieve a 30% percent reduction in total weekly water usage.

Best Management Practices for Supply Management:

- (a) Using the results of the drought water loss audit perform leak detection surveys in areas with water loss above 15% and perform associated repairs.
- (b) Decrease flushing from regular flushing routine to only as needed for colored water or other water quality issues.

Mandatory Water Use Restrictions for Reducing Demand:

All requirements of Stage 2 shall remain in effect during Stage 3 with the following modifications:

- (a) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare such as hauling water to domestic well residents. Designated fire hydrants for construction purposes may be allowed but may require a special permit from City so that usages can be tracked and assessed.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations, that utilizes internally recycled water, or not in the immediate interest of public health, safety, and welfare is prohibited.

- (c) All restaurants are prohibited from serving water to patrons except upon request of the patron.

Notification Method(s) and Frequency:

Methods: 1, 2, 3, 4, 5 (via bill and separate conservation flyer), 6. At least monthly outreach.

Agencies Contacted:

Continue to work with Butte Subbasin GSA to align potential future actions. Continue to collaborate with County Environmental Health and/or State Water Resources Control Board District Engineer on decreasing well production or water level elevations. Reach out to Fire Department and Critical Water Users (hospital, etc.) to notify them of the situation so that they can begin planning for alternative water sources as needed. Initiate planning for short-term alternative water scenarios and long-term mitigation strategies, such as well deepening or adding additional source capacity. Coordination will also extend to well drillers and County Environmental Health on permitting requirements. Coordinate with County Public Health to consider needs of vulnerable persons registered with the County in the event drought conditions worsen.

Stage 4 Response -- CRITICAL Water Shortage Conditions

Target: Achieve a 40% percent reduction in total daily water usage.

Best Management Practices for Supply Management:

- (a) Using the results of the drought water loss audit perform leak detection surveys in areas with water loss above 10% and performed needed repairs.
- (b) Decrease flushing from regular flushing routine to only as needed for colored water or other water quality issues.
- (c) Increase groundwater monitoring from weekly to daily.
- (d) Prepare engineering designs, cost estimates and estimated schedule for long-term mitigation strategy. City grant writers will seek to evaluate if drought construction funding is available.

Mandatory Water Use Restrictions for Reducing Demand:

- (a) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or hot tubs is prohibited.
- (b) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued. Supplying residents with domestic wells may continue under special permits with CDPH certified potable water haulers.

- (c) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8) and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 5:00 a.m. and 6:00 a.m. and 8:00 p.m. to midnight on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a filled bucket or watering can of five (5) gallons or less.

Notification Method(s) and Frequency:

Methods: 1, 2, 3, 4, 5 (via bill and separate conservation flyer), 6, 7. At least weekly outreach through 2 or more methods.

Agencies Contacted:

Continue to work with Butte Subbasin GSA to align potential future actions. Continue to collaborate with County Environmental Health and/or State Water Resources Control Board District Engineer on decreasing well production or water level elevations. Continue to reach out to Fire Department and Critical Water Users (hospital, etc.) of the situation so that they can continue planning for alternative water sources, if necessary. Continue coordinating with County Public Health to consider needs of vulnerable persons registered with the County should drought conditions worsen.

All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

Stage 5 Response – EMERGENCY Water Shortage Conditions

Target: Achieve a 50% percent reduction in total daily water usage.

- (a) Using the results of the drought water loss audit perform leak detection surveys in areas with any water loss and perform associated repairs.
Decrease flushing from regular flushing routine to only as needed for colored water or other water quality issues.
- (b) Continue daily groundwater elevation measurements.
- (c) City grant writers will apply for drought construction funding, as needed. However, contracts will be developed assuming grant funding is unavailable and both parties seek financing for their portion of the well cost.

Mandatory Water Use Restrictions for Reducing Demand:

All requirements of Stage 2, 3 and 4 shall remain in effect during Stage 5 except with the following modifications:

- (a) All outdoor irrigation is prohibited.

(b) Swamp coolers are only permitted for use when temperatures exceed 85°F.

Notification Method(s) and Frequency:

Methods: 1, 2, 3, 4, 5 (via bill and separate conservation flyer), 6, 7. At least weekly outreach via three or more methods. Water Waster Patrols are implemented.

Agencies Contacted:

Weekly coordination and status updates to all agencies.

Stage 6 Response -- CATASTROPHIC Water Shortage Conditions

Target: Achieve >50% percent reduction in total daily water usage or implement allocation plan requirements depending on situation.

Best Management Practices for Supply Management:

- (a) Execute agreements with well drillers, schedule new production well construction. Initiate engineering plans, costs, CEQA documents for a second well, if the production of the new well is inadequate to provide needed water supplies.

Mandatory Water Use Restrictions for Reducing Demand:

All requirements of Stage 5 shall remain in effect during Stage 6 and indoor conservation such as utilizing showers instead of baths, decreasing frequency of clothes washing and decreasing toilet flushing are further promoted in social media and other communications methods.

Notification Method(s) and Frequency:

Methods: 1, 2, 3, 4, 5 (via bill and separate conservation flyer), 6 – Daily communication

Methods: 7 and 8 as appropriate

Agencies Contacted:

Daily or weekly coordination and status updates to all agencies, depending on the severity of the issue.

CATASTROPHIC Water Allocation Plan

In the event that water shortage conditions threaten public health, safety, and welfare, the City Administrator or designee, is hereby authorized to allocate water

according to the following water allocation plan:

Single-Family Residential Customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	1,650 – 3,300
3 or 4	4,950 – 6,600
5 or 6	8,250 – 9,900
7 or greater	Requires written verification of any household usage greater than 9,900 gallons per month. Allowable usage will be calculated using 55 gallons per person per day.

“Household” means the residential premises served by the customer’s meter. The above is based on 55² gallons per person per day with all outdoor uses prohibited except by public safety officers (e.g. fire personnel, etc.)

Additional decreases to the table may be required for short-term emergency response to earthquakes, fires, etc. Any short-term decrease (defined as less than 72 hours) will be determined by the City Administrator along with provision for alternative water supplies for any period of water outage greater than 10 hours. Any conservation decreases to below 47 gallons per person per day, for greater than 72 hours, requires a properly noticed board meeting (regular or special) for public input and Board adoption.

Master-Metered Multi-Family Residential Customers

The allocation to residential water customers billed from a master meter which jointly measures water to multiple permanent residential dwelling units (e.g., *apartments, mobile homes, etc.*) shall be allocated the same as single-family residential customers.

Commercial Customers

A monthly water allocation shall be established by the City Administrator, or designee, for each nonresidential, non-industrial commercial water customer who uses water for processing purposes. The allocation to nonresidential, non-industrial commercial water customers shall be as follows: 40% of monthly water usage and no irrigation. All restaurants shall only provide water upon request,

² Based on Water Code Section 10609.4 for standard indoor residential water use until 2025. Beginning January 1, 2025 the standard will be 47 gallons per capita daily. This attempts to ensure efficient indoor water recognizing the severity of the drought while maintaining standard sanitation practices, if possible.

hotels must only wash linens upon exist of customers, and all commercial customers must post drought conservation messaging.

Industrial Customers

A monthly water allocation shall be established by the City Administrator, or designee, for each industrial customer, which uses water for processing purposes. The allocation to industrial water customers shall be as follows: 40% of monthly water usage and no irrigation. All restaurants shall only provide water upon request, hotels must only wash linens upon exist of customers, and all commercial customers must post drought conservation messaging.

CATASTROPHIC Replacement Water Supply for Water Outages

In the event that water outages occur, the following is the plan to provide alternative water for customers to meet public health needs.

Source of Alternative Water Supply

The City will have water hauled by Craig Dewsnap or The Cali Dozer Co., who are California Department of Public Health certified potable water hauler.

The California Department of Public Health publishes a list of certified potable water haulers. Which can be found at:

<https://www.cdph.ca.gov/Programs/CEH/DFDCS/pages/fdbprograms/foodsafetyprogram/water.aspx>

Distribution of Alternative Water Supply:

Coordination will also be done with the State Water Resource Control Board's Division of Drinking Water and County Environmental Health on any chlorination and special water quality testing or noticing prior to serving hauled water.

There will be one portable plastic 10,000-gallon storage tank and pump brought in at each of the four strategic locations:

- Manuel Vierra Park
- Sycamore Middle School
- Gridley High School
- Gridley Industrial Park

The storage tanks, pre-arranged for purchased from a local vendor, will be manned from 6 a.m. until 11 p.m. by City staff, retired staff, and/or council members. The size of the tanks will be verified before renting or purchasing based on the population and availability. The City Engineer will provide direction for install of the tanks. Considerations will include safety, accessibility for community, and ease of distribution. The City's Risk and Resilience Assessment will be consulted. Recommendations may include fencing, methods to secure the

tank, and other security measures to deter vandals when the tanks are not being manned. Residents may come and fill up to 10 gallons of water per person per day³. Water will be provided free of charge and may not be sold by the person receiving the water to others, or used for any purposes other than human consumption, cooking or sanitation.

- Five rented portable restroom trailers will also be provided at each of the water distribution sites. At least one at each location will be handicap accessible.
- Five rented portable heated showers will be set up at the Industrial Park parking lot and the Gridley High School using a separate 5,000-gallon portable storage tank. Showering stations will be available from 6 am to 8 pm. Coordination has been provided with the local hospital to provide showers to those in wheelchairs or needing handicap accessible showers.

Additionally, residents that have no transportation or are disabled/elderly and/or may have difficulty obtaining or carrying water may sign up to have bottled water delivered to their home. The City will reach out to Butte County Public Health for assistance in coordinating outreach to the people registered on the county vulnerable persons lists. County Public Health will help coordinate outreach to people registered on the County Vulnerable Persons list. Rotary members, volunteers, and City staff will be asked to provide transportation for elderly/disabled community members who lack it to the hospital for showering and other sanitation purposes.

Contracts with the service vendors will be arranged for immediate delivery in the event of a water outage.

If water outages occur only in part of the distribution system, a similar but abridged version of the alternative water supply plan will be initiated to focus only on those parts of the distribution that are impacted.

If bringing in water from a source outside the City area must occur and continue for a longer period of time, water will be shipped to the area on rail cars from a CalWARN mutual aid water supplier, and then hauled directly to the storage tanks and pumped into them. If necessary, boil water orders will be in place until the water quality is stabilized and the distribution system has been determined to be bacteriologically safe. While the boil water orders are in place, bottled water

3 The World Health Organization (WHO) information on minimum water needs during humanitarian emergencies states that “15 liters per person per day should be provided as soon as possible, though in the immediate post-impact period, it may be necessary to limit treated water to a minimum of 7.5 liters per day per person.”

WHO website: <https://www.who.int/teams/environment-climate-change-and-health/water-sanitation-and-health/environmental-health-in-emergencies/humanitarian-emergencies>

will continue to be provided to residents needing special assistance.

Methods: 1, 2, 3, 4, 5 (flyer/door hanger), 6, 7 and 8 will be utilized to inform residents of the location of alternative water and sanitation access and availability of additional services for the elderly/disabled or those without transportation. American Red Cross and Rotary Club volunteers will also be utilized to provide flyers to homes.

All handout materials will be provided in both English and Spanish.

CATASTROPHIC Notification of Emergency Service Providers

If adequate water supply will potentially become unavailable for fire response, medical services, public services, etc., then the following emergency providers will be notified as soon as possible to ensure that adequate planning, response and assistance may be provided:

Local Fire Agency: Shall be contacted immediately when any water outages are believed to be potentially imminent or is occurring in any part of the distribution system.

Hospitals or other Medical Providers (e.g., dialysis clinics, etc.): The hospital, elder care facility and school district shall be immediately contacted when any water outage is believed to be potentially imminent or is occurring in the distribution system that may in any way impact that user.

State Water Board and/or County Environmental Health: The State Water Board's Division of Drinking Water and the County Environmental Health shall be contacted when any water outage is believed to be potentially imminent or is occurring in the distribution system.

County Office of Emergency Services: The County Office of Emergency Services may be contacted when any water outage is believed to be potentially imminent or is occurring in the distribution system as the result of a natural disaster and/or additional County or State support is needed.

Section XI: Enforcement

- (a) No person shall knowingly or intentionally allow the use of water from this water system for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by City Administrator or designee, in accordance with provisions of this Plan.
- (b) Any person, including a person classified as a water customer of the water system, in apparent control of the property where a violation occurs or originates shall be

presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation.

- (c) Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is in repeated violation of this Plan, the water supplier shall, upon due notice to the customer, be authorized to provide a financial penalty of up to \$50 per day for the third notice (not to exceed \$500), and \$200 per day for the fourth and future notices.

Section XII: Variances

The City Administrator or designee, may grant, in writing, a temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the water system within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Administrator or designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

A decision on the variance request will be returned to the customer within 10 days.

While submittal of a variance is required, the following exemptions are pre-approved:

Appendix A: Water System Information

The City of Gridley (Gridley) began to provide water to its residents through the Public Works Department around 1949. The City has 2,312 active water services, providing water to a City population of 7,356 persons. This data indicates an occupancy factor of 3.18 persons per water service.

WATER CONSUMPTION DATA

Design Parameter	“Standard Design Data”	Consumption
Average Annual	0.50 gpm per connection	1,156 gpm
Maximum Month	1.00 gpm per connection	2,312 gpm
Maximum Day	1.50 gpm per connection	3,468 gpm
Peak Hour	2.50 gpm per connection	5,780 gpm
Combined	Max. Day + Fire	5,968 gpm

gpm = gallon per minute

WELL CAPACITIES

Well Name	Motor	Pump Capacity @ 55 psi
Fairview Well (Standby)	(40 HP 1,800 rpm)	Standby
Wilson Well (Standby)	(50 HP 1,800 rpm)	Standby
Parkside Well	(75 HP 1,800 rpm)	1,100 gpm ±
Spruce Well	(30 HP 1,200 rpm)	800 gpm ±
Little Avenue Well	(75 HP 1,800rpm)	1,200 gpm ±
Liberty Well	(100 HP 1,800 rpm)	1,400 gpm ±
Jay Drive Well	(100 HP 1,800 rpm)	1,500 gpm ±
Total		6,000 gpm ±

The maximum day demand (MDD), the highest day's production in the past ten years, was measured as 1,740 gpm in 2020. The peak hourly demand (PHD) must be at least 1.5 times the MDD, or not less than 2,610 gpm. Title 22 §64554 requires water systems having 1,000 or more water service connections to have source capacity at least equal to the MDD. In addition, the water system must be able to meet the PHD with a combination of source capacity, storage, or emergency source connections.

The water system source capacity is 6,000 gpm, which exceeds both the MDD and the PHD. As such, no storage or emergency source connections are needed.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY ADOPTING THE 2023 WATER SHORTAGE CONTINGENCY PLAN, DATED JUNE 2023.

WHEREAS, the City of Gridley is authorized, pursuant to California Water Code Sections 350 and 375 and California Government Code Sections 71640 – 71644 to adopt and enforce measures and programs, including water conservation programs, to reduce the quantity of water used by customers for the purpose of conserving and protecting water supplied for human consumption, sanitation and fire protection; and

WHEREAS, the City of Gridley is required to prepare and adopt a Water Shortage Contingency Plan by July 1, 2023, pursuant to California Water Code Section 10609.60; and

WHEREAS, the City of Gridley prepared a draft Water Shortage Contingency Plan with water conservation triggers and actions that may be implemented; and

WHEREAS, the 2023 Water Shortage Contingency Plan provides authority to the City Administrator and Public Works Director or their designees to implement applicable restrictions that may be required due to shortage or drought conditions; and

WHEREAS, the City of Gridley held a noticed public meeting at which the Draft Water Shortage Contingency Plan was reviewed. The City of Gridley also held a noticed public meeting at which the 2023 Water Shortage Contingency Plan is proposed to be adopted and published a summary of the resolution as required by the California Water Code section 375.

BE IT RESOLVED by the City Council of the City of Gridley that:

1. The City of Gridley 2023 Water shortage Contingency Plan is hereby adopted and approved.
2. The City Administrator, Public Works Director or their designees are hereby directed and authorized to take all steps necessary to implement the direction in this resolution and to implement the 2023 Water Shortage Contingency Plan pursuant to its terms.
3. The resolution is effective immediately.
4. That, if any provision of this resolution, or any part thereof, is for any reason held to be ultra vires, invalid unenforceable, or unconstitutional the remaining provisions shall not be affected but shall remain in full force and effect, and to this end the provisions of this resolution are severable.
- 5.

I HEREBY CERTIFY that the foregoing resolution was duly passed and adopted by the City Council of the City of Gridley at a regular meeting thereof, held on the 19th day of June, 2023, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

Cliff Wagner, City Clerk

Michael W. Farr, Mayor

City Council Item #8
Staff Report

Date: June 19, 2023

To: Mayor and City Council

From: Cliff Wagner, City Administrator

Subject: SB1 Project List to State CTC for FY 2023-24

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully requests that the City Council adopt a resolution authorizing the City staff to submit the SB1 Project List to California Transportation Commission (CTC) and authorizing the City Administrator to include in Fiscal Year 2023-2024 CIP Budget, the projects to be funded with SB1 - Road Maintenance and Rehabilitation Account revenues.

Background

On April 28, 2017 the Governor signed Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, SB 1: increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. Beginning November 1, 2017, the State Controller (Controller) will deposit various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding will be apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, to be eligible for RMRA funding, statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission (Commission).

Project List Flexibility:

Pursuant to SHC Section 2034(a)(1), this project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities, so long as the projects are consistent with SHC Section 2030(b). After submittal of the project list to the Commission, in the event a city or county elects to make changes to the project list pursuant to the statutory provision noted above, formal notification of the Commission is not required. However, **the Project Expenditure Report due to the Commission by December 1st each year**, will provide an opportunity for jurisdictions to annually communicate such changes to the Commission as part of the regular reporting process.

The City's Street Project List for FY 2023-24 is due to CTC by July 1, 2023.

Financial Impact

The State has created the Road Maintenance and Rehabilitation Account (RMRA) where new SB1 funds will be deposited for distribution to the City. The projected revenue for the City for FY 2023-24 is estimated at \$181,076.

Compliance with City Council Strategic Plan or Budget Goals

The City Council and City staff are committed to providing effective leadership while providing quality cost effective local government services. This project meets the Open Space Goal 4 of the 2030 General Plan, "To ensure adequate outdoor recreational open space to meet local needs as the City grows."

Attachments

- Resolution 2023-R-019
- City's SB1 Project List to CTC
- Estimated SB1 (RMRA) Revenues

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the adopted list of projects can be revised by the City at any time to address changing priorities in the street and road maintenance and safety needs; and

WHEREAS, the City, will receive an estimated \$181,076 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

WHEREAS, this is the seventh year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City has developed the SB1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets as needed annually throughout the City this year; and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk/poor" condition and the funding from SB 1 will help the City maintain and rehabilitate a portion of the streets throughout the City.

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

The City Council of the City of Gridley State of California, as follows:

1. The foregoing recitals are true and correct.
2. The attached list, Attachment A, of newly proposed projects will be funded in-part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues.

I HEREBY CERTIFY that the foregoing resolution was duly passed and adopted by the City Council of the City of Gridley at a regular meeting thereof, held on the 19th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVE:

Cliff Wagner, City Clerk

Michael W Farr, Mayor



Attachment A
Local Streets and Roads SB1 Project List to CTC
City of Gridley
Submitted July, 2023

[illegible]

Local Streets and Roads - Projected Revenues

Estimated January 2023

	2022-23		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
ALAMEDA COUNTY			
ALAMEDA	1,995,388	1,709,359	3,704,746
ALBANY	572,916	486,250	1,059,167
BERKELEY	3,206,284	2,750,958	5,957,242
DUBLIN	1,879,545	1,609,506	3,489,051
EMERYVILLE	327,072	275,202	602,274
FREMONT	5,799,961	4,986,625	10,786,586
HAYWARD	4,140,372	3,556,112	7,696,484
LIVERMORE	2,218,795	1,901,928	4,120,723
NEWARK	1,203,798	1,028,326	2,232,124
OAKLAND	10,913,265	9,394,131	20,307,396
PIEDMONT	291,091	244,188	535,279
PLEASANTON	2,018,687	1,729,442	3,748,129
SAN LEANDRO	2,298,254	1,970,420	4,268,674
UNION CITY	1,774,522	1,518,979	3,293,501
County of Alameda	28,996,097	21,285,261	50,281,358
Total Cities & County: Alameda	67,636,048	54,446,687	122,082,734
ALPINE COUNTY			
County of Alpine	611,979	413,179	1,025,158
AMADOR COUNTY			
AMADOR	10,990	4,338	15,328
IONE	237,459	192,765	430,224
JACKSON	137,401	109,981	247,382
PLYMOUTH	33,542	23,185	56,727
SUTTER CREEK	74,390	57,322	131,712
County of Amador	2,272,385	2,073,866	4,346,251
Total Cities & County: Amador	2,766,168	2,461,457	5,227,625
BUTTE COUNTY			
BIGGS	56,122	42,574	98,696
CHICO	2,652,469	2,231,546	4,884,015
GRIDLEY	194,579	158,866	353,445
OROVILLE	519,737	432,268	952,006
PARADISE	240,736	167,108	407,844
County of Butte	7,420,920	6,947,739	14,368,659
Total Cities & County: Butte	11,084,563	9,980,102	21,064,665

2023-24		
Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
2,215,815	1,948,326	4,164,141
635,620	554,228	1,189,848
3,561,029	3,135,540	6,696,569
2,087,096	1,834,514	3,921,610
362,560	313,675	676,235
6,443,002	5,683,751	12,126,754
4,598,944	4,053,254	8,652,198
2,464,055	2,167,817	4,631,871
1,336,404	1,172,085	2,508,489
12,124,669	10,707,423	22,832,092
322,580	278,325	600,905
2,241,704	1,971,217	4,212,921
2,552,346	2,245,883	4,798,229
1,970,399	1,731,331	3,701,730
32,157,839	24,260,924	56,418,763
75,074,062	62,058,292	137,132,354
672,979	470,941	1,143,920
11,565	4,944	16,509
262,999	219,713	482,713
151,973	125,356	277,329
36,614	26,426	63,040
81,985	65,336	147,321
2,526,564	2,363,791	4,890,355
3,071,701	2,805,566	5,877,267
61,708	48,526	110,233
2,945,231	2,543,515	5,488,746
215,421	181,076	396,496
576,448	492,699	1,069,147
262,659	190,469	453,129
8,238,748	7,919,028	16,157,776
12,300,214	11,375,313	23,675,527

City Council Item #9
Staff Report

Date: June 19, 2023

To: Mayor and City Council

From: Cliff Wagner, City Administrator

Subject: Resolution 2023-R-020: A Resolution of the City Council of the City of Gridley Approving Agreement No. 2CA06266 with the California Department of Forestry and Fire Protection and Authorizing the Mayor to Sign the Agreement for Services from July 1, 2023, to June 30, 2024", by reading of title only.

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully requests the City Council review and approve the California Department of Forestry and Fire Protection Agreement No. 2CA06266, for the amount not to exceed \$1,147,018 and approval of Resolution 2023-R-020.

Background

The City has historically contracted with California Department of Forestry and Fire for fire protection services. The reimbursement agreement is submitted to Council for review and approval annually. Last fiscal year, the Council approved the 22-23 Operating and Capital Budget which included the estimated costs for fire services at \$1,300,639. The state had experienced high costs in prior years, due to PERS benefit rates and wage increases to fire employees. The FY 23-24 fire service contract presented for approval has decreased by \$153,621.

The City had been previously receiving funds through a SAFER Grant, the grant allowed for reimbursement for fire staff. Unfortunately, the grant expired March 2023, fire staff is expecting to apply next fiscal year to allow for reimbursement of some of the future costs. The City does receive miscellaneous revenue from equipment rental during fire seasons, it is estimated for FY 23-24 to be approximately \$140,000.

Fiscal Impact

The budget for FY 23-24 Operating Budget has included the estimated costs for Fire Protection Services. If approved the fire service contract estimate would be updated to reflect in the preliminary 23-24 Operating and Capital Budget.

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. This presentation is consistent with our ongoing effort to be responsive and transparent regarding all financial matters, as well as be congruent with best financial practices.

Attachments

Resolution No. 2023-R-020

Cooperation Fire Programs Fire Protection Reimbursement Agreement #2CA06266.

RESOLUTION NO.
2023-R-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPROVING AGREEMENT NO. 2CA06266 WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT FOR SERVICES FROM JULY 1, 2023 TO JUNE 30, 2024

BE IT RESOLVED by the City Council of the City of Gridley that said Council does hereby approve the agreement with the California Department of Forestry and Fire Protection dated July 1, 2023. The agreement provides fire protection services during the State fiscal year (2023/2024).

BE IT FURTHER RESOLVED that Mike Farr, Mayor of said City of Gridley be and hereby authorized to sign and execute said agreement on behalf of the City of Gridley.

I HEREBY CERTIFY that the foregoing resolution was dully passed and adopted by the City Council of the City of Gridley at a regular meeting thereof, held on June 19th, 2023, by the following vote:

AYES: COUNCIL MEMBERS _____

NOES: COUNCIL MEMBERS _____

ABSENT: COUNCIL MEMBERS _____

ABSTAIN: COUNCIL MEMBERS _____

ATTEST:

APPROVE:

Cliff Wagner, City Administrator

Michael W. Farr, Mayor

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 1/2023

AGREEMENT NUMBER **2CA06266**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Gridley

2. The term of this Agreement is: July 1, 2023 through June 30, 2024

3. The maximum amount of this Agreement is: \$ 1,147,018.00
One million, one-hundred forty-seven thousand eighteen dollars and zero cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	11	pages
Exhibit E – Description of Other Services	1	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME

City of Gridley

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mike Farr, Mayor

ADDRESS

685 Kentucky Street, Gridley CA 95948

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Matthew Sully, Assistant Deputy Director, Cooperative Fire

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

**California Department of General
Services Use Only**

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Garrett Sjolund	Local Agency:	City of Gridley
Name:	Butte Unit	Name:	Mike Farr
Phone:	(530) 538-7111	Phone:	(530) 846-5695
Fax:	(530) 538-7401	Fax:	(530) 846-3229

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Garrett Sjolund	Local Agency:	City of Gridley
Section/Unit:	Support Services	Section/Unit:	Section
Attention:	Cyndi Wilson	Attention:	
Address:	176 Nelson Ave	Address:	685 Kentucky St
Phone:	(530) 538-7111	Phone:	(530) 846-5695
Fax:	(530) 538-7111	Fax:	(530) 846-3229

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A

SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☒ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS:** Time is of the essence in the performance of this agreement.
12. **COMPENSATION:** The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
 - B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
 - C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
 - D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.
18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).
- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
 - C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.
19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- ☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- ☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- ☐ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- ☒ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

Contractor Name: City of Gridley

Contract No: 2CA06266

Page No.: 17

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: City of Gridley

CONTRACT NUMBER: **2CA06266**

Index: 2101

PCA: 27120

Fiscal Year: 2023/24 to SELECT

This is Schedule A of Cooperative Agreement originally dated July 1, 2023, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Unit: BTU

Agreement Total	\$1,147,018
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Fiscal Year 23/24	
PS 1 Total	\$1,125,436
OE 1 Total	\$21,583

TOTAL	\$1,147,018
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Contract Name: City of Gridley

Contract No.: 2CA06266

Page No.: 18

Fiscal Year: 2023				Unit: BTU		Sub Total (+2%)\$1,004,764		Contract Name: City of Gridley							
Index: 2101						Admin\$120,672									
PCA 27120						Total\$1,125,436		Contract No.: 2CA06266							
PRC: 4142								Page No.: 19							
Comments				Overtime Total:		\$53,989									
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2023 between <u>City of Gridley</u> and The California Department of Forestry and Fire Protection (CAL FIRE)				CAL FIRE Unit Chief		Garrett Sjolund									
				CAL FIRE Region Chief		George Morris III									
Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost	
1	Fire Captain, Range A	POF	7/1-6/30	12	\$6,291	\$75,489	\$3,771	12	\$45,252	\$71,919	\$0	\$26,712	\$219,372	\$256,640	
1	Longevity Pay Differential - 5%	POF		12	\$0	\$3,774			\$0	\$3,596		\$0	\$7,370		
1	Education Incentive Pay Differential	POF		12	\$150	\$1,800			\$0	\$1,715		\$0	\$3,515		
1	Health Cash Payment	POF		12	\$260	\$3,120			\$0	\$2,972		\$0	\$6,092		
		POF			\$0	\$0			\$0	\$0		\$0	\$0		
	Overtime	POF				\$20,000			\$0	\$290		\$0	\$20,290		
3	Fire Apparatus Engineer	POF	7/1-6-30	12	\$5,606	\$201,815	\$3,369	12	\$121,284	\$192,269	\$0	\$71,594	\$586,962	\$658,041	
3	Longevity Pay Differential - 3%	POF		12	\$0	\$6,054			\$0	\$5,768		\$0	\$11,823		
3	Education Incentive Pay Differential	POF		12	\$150	\$5,400			\$0	\$5,145		\$0	\$10,545		
3	Health Cash Payment	POF		12	\$260	\$9,360			\$0	\$8,917		\$0	\$18,277		
		POF			\$0	\$0			\$0	\$0		\$0	\$0		
	Overtime	POF				\$30,000			\$0	\$435		\$0	\$30,435		
1	Communications Operator, Range B	SAF	7/1-6/30	6	\$6,373	\$38,238	\$0	0	\$0	\$25,734	\$0	\$0	\$63,972	\$70,381	
1	Night-Shift Pay Differential	SAF		6	\$173	\$1,040			\$0	\$700		\$0	\$1,740		
1	FlexElect	SAF		6	\$140	\$840			\$0	\$565		\$0	\$1,405		
		SAF			\$0	\$0			\$0	\$0		\$0	\$0		
		SAF			\$0	\$0			\$0	\$0		\$0	\$0		
	Overtime	SAF				\$3,217			\$0	\$47		\$0	\$3,264		
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0			\$0	\$0		\$0	\$0		
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0			\$0	\$0		\$0	\$0		
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0			\$0	\$0		\$0	\$0		
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0			\$0	\$0		\$0	\$0		
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0		

Fiscal Year: 2023

Index: 2101

PCA: 27120

PRC: 4142

Uniform Benefits	\$124
Sub Total	\$19,269
Admin	\$2,314
Total	\$21,583

Contract Name:

City of Gridley

Contract No.: 2CA06266

Page No.: 20

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2023 between City of Gridley and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45%	Total
						Uniform Benefits	
UNIFORM ALLOWANCE FOR BU8	Uniforms	4.00	12.00	\$178	\$ 8,520	\$ 124	\$ 8,644
UNIFORM ALLOWANCE FOR COMM OP	Uniforms	1.00	6.00	\$104	\$ 625		\$ 625
TRAINING	Uniforms	1.00	1.00	\$10000	\$ 10,000		\$ 10,000

Contractor Name: City of Gridley

Contract No: 2CA06266

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EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY:City of Gridley

This is Schedule B of Cooperative Agreement originally dated July 1, 2023, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: **2023/24 to 2023/24**

(See Attached)

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

COMMAND/ADMINISTRATION

1 Unit Chief
1 Assistant Chief North Operations
1 Assistant Chief South Operations
1 Assistant Chief, Administration
1 Assistant Chief, Resource Management
1 Forestry Equipment Manager
8 Battalion Chiefs (5 Field, CAAB, ECC, Training, VMP)
1 Forester I, Magalia Area
3 Fire Captains, ECC
1 Communications Operator
1 Forestry Logistics Officer I

FIRE PREVENTION

1 Battalion Chief
1 Fire Prevention Captain
1 Fire Prevention Specialist II

FIRE CONTROL

Fire Stations (10)

Oroville (3) Engines	Feather Falls (1) Engine	Butte Meadows (1) Engine
Cohasset (1) Engine	Robinson Mills (2) Engines	Stirling City (1) Engine
Paradise (2) Engines	Forest Ranch (2) Engines	Harts Mill (1) Engines
Jarbo Gap (2) Engines		

EXHIBIT D, SCHEDULE D (page one)

LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

NAME OF LOCAL AGENCY:City of Gridley

This is Schedule D of Cooperative Agreement originally dated July 1, 2023, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: 2023/24 to 2023/24

The current "Salary, Pay Differentials, and Operating Expense Schedule" Memorandum under Operating Expenses, Vehicle Maintenance includes the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in the Exhibit D, Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

- (1) For all vehicles for which a monthly "Flat Rate" is shown, (this category excludes, all surveyed CAL FIRE vehicles, vehicles obtained through federal surplus, fire apparatus built on commercial chassis over 15 years old and fire apparatus built on custom chassis over 20 years old - age is based on chassis production year.)

State shall:

- a. Provide fuel, oil, lubrication, batteries, tires and tubes,
- b. Repair, exchange or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when said vehicles were accepted by the STATE for operation under Schedule A, excepting equipment or accessories not common to the use of the STATE and radio, installations originally provided by the LOCAL AGENCY. All such equipment provided and installed by the STATE shall become the property of the LOCAL AGENCY and the replaced equipment removed shall become the property of the STATE.
- c. Make such reasonable repairs to said vehicles (not including painting.) as may be necessary to keep the vehicles in operating condition; provided, however, that the STATE may cease to make further repairs on any vehicles when the STATE determines that the repair costs during the period of this agreement shall exceed \$10,000 for any one occurrence, or will exceed the market value of the vehicle. In the event the STATE determines that a vehicle is not fit for further use because of obsolescence, deterioration or damage, the STATE shall not be required to repair the vehicle or maintain it in use. Upon such determination, the STATE shall immediately so advise the LOCAL AGENCY, and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

EXHIBIT D, SCHEDULE D (page two)
LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

- (2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:

- a. Provide fuel, oil, lubrication, batteries and tires and tubes.
- b. Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.

Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

- (3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.
- (4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.
- (5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

<u>Category</u>	<u>Year Model</u>	<u>Type</u>	<u>License Number</u>
Flat Rate 1A	1995	3B1	E021598
Fat Rate 1A	2005	2B1	1194655

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2023, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY: City of Gridley

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2023/24 to 2023/24

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR
TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 1.

By: _____ Mike Farr
 _____ Signature _____ Printed Name
 Mayor

 Title Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 4000 as provided in Exhibit C, Section 18.

By: _____ Mike Farr
 _____ Signature _____ Printed Name
 Mayor

 Title Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____ Mike Farr
 _____ Signature _____ Printed Name
 Mayor

 Title Date

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

For the City of Gridley Fire vehicles enroute to State incidents, training, or other State required meetings Cal Fire will provide gas card.

City Council Item #10

Staff Report

Date: June 19, 2023

To: Mayor and City Council

From: Jake Carter, Electric Utility Director
Ross Pippitt, Public Works Director

x	Regular
	Special
	Closed
	Emergency

Subject: Award of Contract for 2 Hyundai Forklifts through Sourcewell

Recommendation

Staff respectfully requests that the Mayor and City Council review and approve the purchase of 2 Hyundai 35L-9 8000# forklifts for \$55,995.26 each plus tax and \$615 for 1 fork extension.

Background

The Electric Department has a 1995 Cat GP25 5000# forklift that's past its useful lifespan. The forklift is cantankerous at best and likes to run when it's in the mood! Additionally, the forklift doesn't have the needed capacity to lift many items that are delivered, and we must reach out to our good neighbors at Ace Hardware to do the heavy lifting for us. We planned on making the forklift purchase in next year's budget, but we'd like to move it up to this year utilizing funds from CIP 600-4600-56300. The reason for making this purchase is the availability of the forklift and the inability to complete the flatbed truck dump bed and chipper box CIP 600-4600-56300 this year. We will use next year's budget to fund and complete the flatbed truck.

Public Works has a 1991 TCM FG25 5000# forklift that's also past its useful lifespan. This forklift also has lifting capacity issues for items that are delivered and moved around in the Public Works area. Public Works budgeted \$45,000 for the forklift replacement 060-4340-56300. In addition to this we'd like to use approximately \$7,500 of remaining funds from the purchase of a sewer department truck 060-4060-56300 and approximately \$7,500 from the purchase of a water department truck 060-4630-56100.

Fiscal Impact

There will be no fiscal impact on the budget as these dollars are in the current budget.

The Electric Department will use funds from CIP 600-4600-56300 for this purchase.

Public Works will use the forklift budgeted funds along with some remaining truck funds to complete the purchase.

Compliance with City Council Strategic Plan or Budget Goals

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

Attachments

Proposal

Sourcewell Bid

Reference Photos

EQUIPMENT PROPOSAL

Attn: Jake Carter
City of Gridley
685 Kentucky Street
Gridley, CA 95948
IN STOCK

Quote Number: JM City of GridF
6/15/2023

PROPOSED BY:
Jon Mckown
Senior Account Manager
(916)616-0131
jmckown@pmhsi.com
Sourcewell#091520_HCE

STANDARD FEATURES AND CONFIGURED OPTIONS

Quantity: (1) Hyundai 35L-9 8,000 lb. Capacity - 2-Speed with Kubota Engine, IC Pneumatic Tire Forklift

Standard Features

Engine:

Kubota WG3800 engine: 91.7 hp @ 2,450rpm, EPA / CARB Tier IV Final Compliant

Powertrain:

2 speed forward/1 speed reverse transmission

Wet disk brakes

Hydraulic system:

Power steering

3rd spool valve and lever

Levers on bonnet

Adjustable steering handle angle

Electrical system:

Color LCD monitor with Load weight indicator

Back up alarm

OPSS

Speed limit

Anti roll-back

Auto parking brake.

LED Front lights

LED Rear combination lights

Rear handle with horn switch

OHG & Others:

87" height OHG

Panoramic rear view mirror

Grammer full suspension seat with orange seat belt

Precleaner

Configured Options

Category	Detail
Mast	3 Stage Full Free Mast LH 186" OALH 94"
Attachment	Cascade Side Shifter (Class III)
Carriage	51.2" Hook Type Carriage with Backrest (Class III)
Forks	42 Inch Forks - 2" x 42" x 4.8"
Forks	Without Auto Fork Leveling
Hydraulic Hosing	4th Hosing for 3-Stage Mast
Hydraulic Control Valve	4th Spool Valve with Lever
Hydraulic Levers	Without Hydraulic Finger Tip Control
Overhead Guard	87" Standard Height OHG
Tires	Single Solid Drive and Steer Tires
Work Light	Front LED Lamp
Warning Device Light	Amber LED Strobe
Rear Work Light	Rear LED Flood Lamp
Mirror	Panorama
Hi-Mate Telematics	Without Hi-Mate System
Paint	Without Special Color
Warranty	36 Months / 4,000 hours Standard Warranty

ADDITIONAL ITEMS OR ACCESSORIES INCLUDED**Configured Accessory Options:**

Hydraulic Accumulator

Other Equipment & Accessories

LPG Tank

TOTAL INVESTMENT

Sale Price per chassis (not including applicable tax):.....\$46,679.26
Factory Freight, Local Delivery & PDI:.....\$5,405.00

Quantity (1) Total Price: **\$52,084.26**

Option not Included:

Sideshifting Fork Positioner add (plus tax):.....\$3,911.00
63"L x 5"W Fork Extensions add (plus tax):.....\$615.00

Price is exclusive of any taxes. Due to volatility of supply chain, transportation, lead times etc., we reserve the right to revise our pricing in direct correlation to price surcharges/increases received from the OEM. Lease payment quotes are subject to possible interest rate indexing at time of delivery.

Payment Terms: Net 10

All pricing is valid for 30 (thirty) days.

Proposal Authorization:

Signed and accepted on behalf of:
City of Gridley

Signed and accepted on behalf of:
Pacific Soutlions

Signature

Signature

Printed Name

Jon Mckown
Printed Name

Title

Senior Account Manager
Title

Date

Date

Customer PO

TERMS AND CONDITIONS

ACCEPTANCE

ALL QUOTATIONS ARE SUBJECT TO PROMPT ACCEPTANCE AND TRANSMITTAL OF ORDER. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE STATED. CONTRACTS AND AGREEMENTS ARE NOT VALID UNLESS APPROVED AND ACCEPTED IN WRITING IN THE EXECUTIVE OFFICE IN HAYWARD, CALIFORNIA OR IN A BRANCH OFFICE LOCATED WITHIN THE STATES OF CALIFORNIA, OREGON AND WASHINGTON. HOWEVER, ALL CONTRACTS SHALL BE DEEMED TO HAVE BEEN EXECUTED IN ALAMEDA COUNTY, CALIFORNIA.

REQUIRED DEPOSIT

A 25% DEPOSIT MUST ACCOMPANY ALL NON-STOCKING ATTACHMENT AND ALLIED ORDERS.

DELAYS

DELIVERIES UNDER ALL CONTRACTS AND AGREEMENTS ARE CONTINGENT UPON ACTS OF PROVIDENCE, STRIKES, ACCIDENTS, GOVERNMENTAL PRIORITY REGULATIONS AND OTHER CAUSES OF DELAY BEYOND THE SELLER'S CONTROL, AND IN NO EVENT WILL THE SELLER BE LIABLE FOR CONSEQUENTIAL DELAYS OR LOSSES.

CANCELLATIONS

ORDERS CANNOT BE SCHEDULED, CANCELLED, SPECIFICATIONS CHANGED OR GOODS RETURNED WITHOUT SELLER'S PRIOR PERMISSION. ACCEPTANCE IS CONDITIONAL UPON REIMBURSEMENT FOR CONSEQUENTIAL LOSS TO THE SELLER

DELIVERIES

PROMISES OF DELIVERY ARE GIVEN AS ACCURATELY AS CONDITIONS WILL PERMIT, BUT SELLER DOES NOT GUARANTEE TO ACCOMPLISH SHIPMENTS ON DATE OR DATES MENTIONED.

WARRANTIES

THE SELLERS LIABILITY IS LIMITED TO MAKING GOOD DEFECTS IN WORKMANSHIP OR MATERIAL UNDER THE MANUFACTURER'S WARRANTY AND SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE ITEM. THE SELLER IN NO EVENT SHALL BE LIABLE FOR DAMAGES TO PERSONS OR PROPERTY ARISING OUT OF THE USE OF ITEMS SOLD. THIS WARRANTY SUPERSEDES ALL PRIOR ASSURANCES, WRITTEN OR ORAL MADE BY THE SELLER, ITS AGENTS OR REPRESENTATIVES.

PERFORMANCES

INFORMATION PROVIDED CONCERNING PERFORMANCE OF EQUIPMENT LISTED HEREON ARE ENGINEERING ESTIMATES ONLY AND NO GUARANTEE TO MEET SUCH SPECIFICATIONS IS TO BE IMPLIED.

CONFIDENTIAL INFORMATION

THIS PROPOSAL AS WELL AS ALL INFORMATION THEREIN, INCLUDING PRINTS, BROCHURES, ETC., ARE CONFIDENTIAL AND INTENDED ONLY FOR THE PURCHASER'S USE AND ARE NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE SELLER.

TERMS OF SALE

UNLESS OTHERWISE SPECIFICALLY STATED, TERMS ARE NET. 10 DAYS FROM THE DATE OF INVOICE. F.O.B. SHIPPING POINT, SALES OR USE TAXES, ANY TYPE OF PROPERTY TAX OR ANY MANUFACTURER'S OR OTHER EXCISE TAX LEVIED BY FEDERAL, STATE OR MUNICIPAL GOVERNMENT OR ANY SUB-DIVISION THEREOF, ARE THE LIABILITY OF THE PURCHASER AND IF PAID BY THE SELLER ARE RECHARGEABLE TO THE PURCHASER. ALL SALES ARE SUBJECT TO THE APPROVAL OF OUR CREDIT DEPARTMENT. THIS AND ALL SUBSEQUENT PURCHASES ARE PAYABLE IN HAYWARD, ALAMEDA COUNTY, CALIFORNIA. THE SELLER RESERVES THE RIGHT TO CANCEL THIS CONTRACT UPON (1) BREACH OF CONTRACT BY THE PURCHASER (2) FAILURE BY PURCHASER TO MAKE PAYMENTS AS REQUIRED AND (3) UPON INSOLVENCY OR BANKRUPTCY OF THE PURCHASE THE SELLER MAY REQUIRE ADVANCE PAYMENT FOR SECURITY OR MAY CANCEL AN ORDER IF THE SELLER, IN GOOD FAITH, DOUBTS THE PURCHASER'S ABILITY TO PAY.

GENERAL

NO TERMS CONTAINED IN THE PURCHASER'S PURCHASE ORDER, SHIPPING REQUEST, OR OTHER COMMUNICATIONS SHALL VARY. THE TERMS OF THE AGREEMENT, EXPRESSED HEREIN, WHETHER OR NOT SHIPMENT OF THE GOODS FOLLOWED RECEIPT OF SUCH PURCHASE ORDER OF OTHER COMMUNICATIONS.

INITIAL_____



CAT

TN95
-191

50
ZEP
MULTIPLYER

TECH
800-458-5858

TN95-4

PILLAR



City Council Item #11
Staff Report

Date: June 19th, 2023
To: Mayor and City Council
From: Elisa Arteaga/Finance Director
Subject: FY 23/24 Budget Study Sessions Schedule

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully requests the City Council conduct Operating and Capital Budget Study Sessions that will allow for budgetary review, discussion, as well as consideration of public input. Budget Study Sessions are scheduled to begin at 6:00 pm on the following: Tuesday June 20th, Wednesday June 21st, and Thursday June 22nd, 2023.

Background

The Finance Department previously presented detailed mid-year budgetary information. Staff will be presenting information and projections for the proposed budget for FY 23-24. Since March, 2023, the review and preparation of the capital improvement projects and budgets were initiated by the Finance Department by requesting information from all City departments. Finance scheduled a series of inter-departmental meetings to review and discuss the proposed requests as well as examine and compare them against prior year actuals. During the upcoming budget study sessions staff will be presenting operating and capital budgets for general and enterprise funds. The budget study sessions allow for a review of capital improvement projects and recommendations to department directors relating to budgetary expenses, timeline and/or prioritization of projects. The City Council may recommend necessary adjustments based on special projects, funding sources, strategic analysis, and inquire further on specific departmental challenges for the upcoming fiscal year. Following the sessions, the Council will set the special meeting for the adoption of the budget which will have incorporated all modifications to the budget.

The departmental budget information is tentatively scheduled in the following order, however if time does not allow for complete review, per Councils direction some items may carry over to the following day.

Tuesday, June 20th, 2023 - 6:00 PM

- A. Electric
- B. Administration
 - Council
 - Clerk
 - Finance

- Transit
- Grants

Wednesday, June 21th, 2023 - 6:00 PM

- A. Recreation
- B. Public Works & Engineering/Planning
 - Water
 - Sewer
 - Streets
 - Parks
 - Maintenance Districts

Thursday, June 22nd, 2023 – 6:00 PM

- A. Contribution Requests
- B. Public Safety (Police/Fire)

Fiscal Impact

Budget Study Sessions provide budgetary information by staff to the City Council and the public. The impact is merely staff time to prepare and organize the information. The proposed budgets reflect all projected revenues and expenses for the FY 23-24, appropriations, and may change based on findings and recommendations during sessions.

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. This presentation is consistent with our ongoing effort to be responsive and transparent regarding all financial matters, as well as be congruent with best financial practices.

Attachments

None