

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

Tuesday, January 18, 2022; 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.”*

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The Public is encouraged to attend and participate in person. Comments from the public on agenda items will be accepted until 4 pm on January 18, 2022, via email to [jmolinari@gridley.ca.us](mailto:jmolinari@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/85744963568?pwd=VEUyaGpXUGt5azhKMkV1TE91c2xOdz09>

Webinar ID: 857 4496 3568

Passcode: 432874

**OR**

Call-in using one of the following numbers, and the above ID and passcode:

1-(253) 215-8782

1-(720) 707-2699

To make a public comment during the Community Participation Forum or during the public portion of any agenda item, use the ‘raise hand’ feature and you will be called on when it’s your turn to speak.

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**CALL TO ORDER** - Mayor Johnson

**ROLL CALL**

**PLEDGE OF ALLEGIANCE** – Councilmember Torres

**INVOCATION** - None

**PROCLAMATION** – None

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

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

## CONSENT AGENDA

1. City Council minutes dated December 6 and December 20, 2021
2. Resolution Number 2022-R-001: A Resolution Adopting an Affirmative Marketing Lease Up Policy for the CDBG-DR MHP Program;  
Resolution Number 2022-R-002: A Resolution Adopting a Relocation Assistance Policy for the CDBG-DR MHP Program.
3. Council endorsement of Councilmember Calderon's Appointment to lead an Ad Hoc Committee on Gridley COVID-19 Relief Efforts in Cooperation with the Butte County Health Department (Councilmember Calderon)

## ITEMS FOR COUNCIL CONSIDERATION

4. Rural Recreation and Tourism Grants Update – Verbal Report, Dave Harden
5. Real Estate Purchase of 235 Virginia Street
6. First Reading of Ordinance 836-2022: Zoning text amendment to Chapter 17.74, of the Gridley Municipal Code, Performance Standards, to establish the use of generators and allowable noise levels
7. Resolution No. 2022-R-003: A Resolution of The Gridley City Council Authorizing the Purchase of a Utility Mobile Collection System Upgrade and Appropriating Supplemental Funds
8. Resolution No. 2022-R-004: A Resolution of The City of Gridley Adopting a Lease Agreement Contract Between the City of Gridley and Motorola Solutions Incorporated for the Purchase of CJIS Compliant Radio System

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

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

Mid-Year Budget Review	2/7/2022
Audit Financials	2/7/2022
Award Contract for Municipal Services Review	2/22/2022
Edler Estates	3/21/2022

**CLOSED SESSION** - None

**ADJOURNMENT** – adjourning to a Regular meeting on February 7, 2022.

**NOTE 1: POSTING OF AGENDA-** This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., January 14, 2022. This agenda along with all attachments is available for public

viewing online at [www.gridley.ca.us](http://www.gridley.ca.us) and at the Administration Counter in City Hall, 685 Kentucky Street, Gridley, CA.

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



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

Monday, December 6, 2021; 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.”*

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### **CALL TO ORDER**

**The meeting was called to order by Mayor Johnson at 6:11 pm.**

### **ROLL CALL**

#### **Council Members**

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

#### **Staff present:**

Cliff Wagner, City Administrator  
Tony Galyean, City Attorney  
Ross Pippitt, Public Works Director  
Elisa Arteaga, Finance Director  
Rodney Harr, Chief of Police  
Dave Harden, City Engineer

### **PLEDGE OF ALLEGIANCE**

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

**INVOCATION - None**

**PROCLAMATION – None**

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

### **COMMUNITY PARTICIPATION FORUM**

**There was no community participation.**

### **CONSENT AGENDA**

1. City Council minutes dated November 1, 2021
2. 2022 City Council Meeting Schedule

3. Gridley Electric Utility Unmanned Aircraft System (UAS) Standard Operating Procedure (SOP)

**Motion to approve the consent agenda by Council Member Torres, seconded by Vice Mayor Farr.**

**ROLL CALL VOTE**

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

**Motion passed, 5-0**

**ITEMS FOR COUNCIL CONSIDERATION**

4. Resolution No. 2021-R-038: Resolution of the Gridley City Council Adopting the Revised Renewable Energy Resource Procurement Plan and Enforcement Program

**Administrator Wagner reviewed the staff report and informed Council that the resolution presented will update our existing plan. There was no public comment and no discussion from Council.**

**Motion to approve Resolution No. 2021-R-038 by Council Member Torres, seconded by Vice Mayor Farr.**

**ROLL CALL VOTE**

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

**Motion passed, 5-0**

5. Reinvestment of City Funds

**Director Arteaga addressed Council, reviewing the staff report, stating that historically the City has been investing \$1M in four different CDs. One has currently expired, and staff is requesting direction to continue to reinvest as these CDs mature. There was no public comment or Council discussion.**

**Motion by Council Member Calderon to approve reinvestment with Staff returning for approval as each CD matures, seconded by Council Member Torres.**

**ROLL CALL VOTE**

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

**Motion passed, 5-0**

6. Proposal for upgrading City of Gridley HVAC systems for City Hall, Public Works, Electric Department, and Animal Control

**Administrator Wagner briefly reviewed the history of the HVAC systems to date and the reasons for the request to upgrade.**

**Mr. Coghlan had questions regarding the SEER rating.**

**Motion to approve item #6 by Vice Mayor Farr, seconded by Council Member Calderon.**

**ROLL CALL VOTE**

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

**Motion passed, 5-0**

7. Memorandum of Understanding between the Butte County Department of Behavioral Health and the Gridley Police Department regarding the Mobile Crisis Team Program

**Chief Harr addressed Council reviewing the need for and the benefits of this Agreement to the City and its residents who may be experiencing or dealing with a psychiatric or emotional crisis.**

**Mickey Mrakuzic and Patrick Coghlan expressed support for the item.**

**After Council discussion, motion to approve item #7 by Council Member Calderon, seconded by Vice Mayor Farr.**

**ROLL CALL VOTE**

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

**Motion passed, 5-0**

8. Proposal to Authorize Purchase of Properties at 235 Virginia Street and 57 East Gridley Road, Gridley, CA.

**Administrator Wagner reviewed the history of the process leading to the resolutions being presented tonight. Both property appraisals have been received. In regard to 235 Virginia, Council had directed a Phase 1 Assessment be conducted and that has come back without any concerns that would prevent the purchase moving forward.**

**Pat Coghlan expressed concerns with items in the Phase 1 report.**

**Council Member Sanchez expressed her concern that a Phase 1 does not include testing of soil or ground water for arsenic, asbestos, lead, pesticides, etc.**

- Resolution No. 2021-R-039: A Resolution of The Gridley City Council Authorizing a Supplemental Appropriation to Acquire Properties for Enhancement of Public Works Department Operations

**Motion by Council Member Sanchez to approve Resolution No. 2021-R-039 subject to further in-depth testing of the property at 235 Virginia Street to include groundwater and soil testing for asbestos, arsenic, lead, and pesticides, seconded by Council Member Torres.**

**ROLL CALL VOTE**

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

**Motion passed, 5-0**

- Resolution No. 2021-R-040: A Resolution of The Gridley City Council Authorizing a Supplemental Appropriation to Acquire Properties for Enhancement of Electrical Department Operations

**Motion to approve Resolution No. 2021-R-040 by Mayor Johnson, seconded by Council Member Sanchez.**

**ROLL CALL VOTE**

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

**Motion passed, 5-0**

9. Resolution No. 2021-R-041: A Resolution of The Gridley City Council Adopting the Butte Subbasin Groundwater Sustainability Plan

**Administrator Wagner briefly reviewed the staff report giving the history of Gridley as a groundwater sustainability agency and the purpose of the plan.**

**Motion to approve Resolution No. 2021-R-041 by Vice Mayor Farr, seconded by Council Member Torres.**

**ROLL CALL VOTE**

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

**Motion passed, 5-0**

10. Informational Update on Proposal to Extend Waste Management Contract for Collection of Solid Waste, Recyclables, Green Waste and Transfer Station Operation Services

**Administrator Wagner addressed Council and summarized the staff report. Staff was directed to schedule a study session to consider Waste Management's proposal.**

**CITY STAFF AND COUNCIL COMMITTEE REPORTS**

**Council Member Torres reported on the success of the Parade of Lights and expressed appreciation to all City departments for their assistance.**

**Council Member Calderon reported that the Day of the Dead event had a good turnout with over 13 agencies participating.**

**Mayor Johnson reported on the meetings he attended with Butte Lafco and the Butte County Mosquito and Vector Control District.**

**Administrator Wagner commended Recreation Coordinator Trina Leishman on a very successful Breakfast with Santa.**

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

CJIS Radio Compliance Program for Police Dept	12/20/2021
Award Contract for Municipal Services Review	12/20/2021
Mid-Year Budget Review	1/18/2022
Presentation of RRT Park Grants	1/18/2022
City Engineering contract renewal/extension	1/18/2022



Audit Financials	1/18/2022
Edler Estates	3/21/2022

**Administrator Wagner requested that item #12 be moved to the December 20 Council meeting so that he can participate in person. Council concurred.**

#### **CLOSED SESSION**

11. Conference with legal counsel and key administrative staff pursuant to Government Code 54956.9 concerning anticipated litigation: 1 case

12. Government Code 54957 - Public Employee Performance Evaluation: City Administrator

**Council went into closed session at 7:38 pm and came out at 8:00 pm with no reportable action.**

#### **ADJOURNMENT**

**With no further items for discussion, Council adjourned to a Regular meeting on December 20, 2021.**

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**Cliff Wagner, City Clerk**

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

Monday, December 20, 2021; 6:00 pm  
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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### **CALL TO ORDER**

**Mayor Johnson called the meeting to order at 6 pm.**

### **ROLL CALL**

#### **Council Members**

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

#### **Staff present:**

Cliff Wagner, City Administrator  
Tony Galyean, City Attorney  
Danny Howard, Electric Utility Director  
Elisa Arteaga, Finance Director  
Ross Pippitt, Public Works Director  
Ruben Quihuiz, Lieutenant  
Donna Decker, City Planner

### **PLEDGE OF ALLEGIANCE**

**Council Member Calderon led the Pledge of Allegiance.**

**INVOCATION - None**

**PROCLAMATION – None**

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

### **COMMUNITY PARTICIPATION FORUM**

**CONSENT AGENDA – None**

### **ITEMS FOR COUNCIL CONSIDERATION**

1. Informational Report: Industrial Park Tentative Subdivision Map 4-21; City of Gridley; A Tentative Subdivision Map to subdivide an existing partially developed 70-acres into eight

parcels zoned Heavy Industrial (M-2) and a General Plan Land Use Designation of Industrial. The property is in the City of Gridley Industrial Park. (APN 021-240-027 and 021-240-042)

**Donna Decker reviewed the staff report giving a thorough overview of the proposed subdivision map and land uses. There was discussion among Council regarding the use of the land retained by the City as well as of the apportionment of the proceeds from any sale of the properties. This item was informational only; no action was taken.**

**2. California Justice Information System Compliant Radio System Quote for Police Department**

**Chief Harr addressed Council explaining the mandate to update the radio system, the pricing obtained, and the benefits to the Police Department and the residents of complying with the mandated upgrades.**

**Motion to direct staff to move forward with negotiation of contract and annual payment plan by Mayor Johnson, seconded by Council Member Calderon.**

**ROLL CALL VOTE**

**Ayes: Johnson, Torres, Calderon, Sanchez, Farr  
Motion passed, 5-0**

**3. Extension of Audit Services**

**Finance Director Elisa Arteaga explained the need for and the benefit of extending the contract.**

**Motion to approve item #3 and extend the contract for audit services by Council Member Calderon, seconded by Council Member Sanchez.**

**ROLL CALL VOTE**

**Ayes: Johnson, Farr, Torres, Sanchez, Calderon  
Motion passed, 5-0**

**4. Eide Bailly Accounting Services Support**

**Finance Director Elisa Arteaga addressed Council reviewing the staff report and explaining the need for the accounting support.**

**Motion to approve item #4 by Council Member Torres, seconded by Vice Mayor Farr.**

**ROLL CALL VOTE**

**Ayes: Sanchez, Calderon, Torres, Johnson, Farr  
Motion passed, 5-0**

**5. Wildfire Plan Review Services**

**This item was pulled for presentation at a later date.**

**6. Proposed Changes and Extension of Waste Management Contract for Collection of Solid Waste, Recyclables, Green Waste and Transfer Station Operation Services**

Administrator Wagner briefly reviewed the staff report informing Council that the contract extension before them contains and is the result of the information discussed at the previous study session held on December 15.

Joe Cadelago of Waste Management spoke briefly and answered questions related to the size of containers provided and fees for violations. Cadelago stated there will be a 90-day education period to inform customers of proper use of the containers.

Motion to approve item #6 by Vice Mayor Farr, seconded by Council Member Torres.

#### ROLL CALL VOTE

Ayes: Calderon, Farr, Johnson, Torres, Sanchez

Motion passed, 5-0

#### CITY STAFF AND COUNCIL COMMITTEE REPORTS

Council Member Calderon reported on his attendance at the meeting with Butte County Association of Governments. He stated his desire to work with Butte County Public Health who would like to establish more of a presence in Gridley in assistance with COVID-19 education.

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

Award Contract for Municipal Services Review	1/18/2022
Mid-Year Budget Review	1/18/2022
Presentation of RRT Park Grants	1/18/2022
Caltrans SR 99 Presentation	1/18/2022
City Engineering contract renewal/extension	1/18/2022
Audit Financials	1/18/2022
Edler Estates	3/21/2022

#### CLOSED SESSION

7. Government Code 54957 - Public Employee Performance Evaluation: City Administrator

Council went into closed session at 7:50 pm and came out at .....with no reportable action.

#### ADJOURNMENT

With no items for further discussion, Council adjourned to a Regular meeting on January 18, 2022.

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Cliff Wagner, City Clerk

## City Council Agenda Item #2

### Staff Report

**Date:** January 18, 2022

**To:** Mayor and City Council

**From:** Donna Decker, Planning Department

**Subject:** Resolution Number 2022-R-001: A Resolution of the Gridley City Council Establishing an Affirmative Marketing Lease Up Policy  
Resolution Number 2022-R-002: A Resolution of the Gridley City Council Establishing a Relocation Assistance Policy

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

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### Recommendation

Staff respectfully requests the City Council:

1. Adopt resolution number 2022-R-001 for an Affirmative Marketing Lease Up Policy
2. Adopt resolution number 2022-R-002 for a Relocation Assistance Policy

### Discussion

The State of California Housing and Community Development Department, as the lead agency to administer Federal Disaster Relief Funds, has allocated \$2,394,037 to the City of Gridley as a recipient for the CDBG DR MHP grant to be used towards a project to construct affordable housing in order to mitigate lost housing due to the fires experienced in 2018 within the State.

The application for the Grant requires the city to adopt policies in support of affordable housing and in support of the marketing strategies to target income challenged families earning less than 80% of the Average Median Income (AMI). The current AMI (2021) for Butte County is \$70,700.

The Affirmative Marketing Lease Up Policy requires the borrower for an affordable housing development to prepare and implement a marketing plan, subject to prior approval by the City of Gridley, that specifies how the borrower intends to market the project to prospective tenants in the Project's market area. The marketing plan specifically addresses how the borrower intends to market the project to underserved populations in project market area and the frequency of marketing efforts. This policy provides the borrower with direction.

The Relocation Assistance Policy outlines the process that a project will either temporarily or permanently relocate residents from a project site that will undergo renovation or removal and replacement of new structures.

Staff requests the City Council adopt the resolutions to establish policies for affordable housing developments for the development of marketing plans and relocation assistance.

### Public Notice

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

### Environmental Review

No CEQA review for this action is required in accordance with the General Rule exemption in that there is no environmental impact from this action.

**Financial Impact**

There are no direct or indirect costs to the city at this time excepting the preparation of the staff report.

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

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

**Attachments:**

1. Resolution No. 2022-R-001 Affirmative Marketing Lease Up Policy
2. Resolution No. 2022-R-002 Relocation Assistance Policy

**A RESOLUTION OF THE GRIDLEY CITY COUNCIL ESTABLISHING AN  
AFFIRMATIVE MARKETING LEASE UP POLICY**

**WHEREAS**, on May 13, 2021, the City of Gridley received a grant from the CDBG DR MHP program in the amount of \$2,394,037 to meet the housing need resulting from the 2018 Camp Fire in Butte County; and,

**WHEREAS**, the grant application requires the City of Gridley to adopt policies providing direction for borrowers in order to develop a marketing plan targeting the underserved population in a project area.

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

1. The City Council of the City of Gridley adopts the attached Affirmative Marketing Lease Up Policy and furthermore will be reviewed and updated according to future amendments of the law, as required.

**I HEREBY CERTIFY** that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on the 18<sup>th</sup> day of January, 2022 by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ATTEST:

APPROVE:

\_\_\_\_\_  
Cliff Wagner, City Clerk

\_\_\_\_\_  
Bruce Johnson, Mayor

**AFFIRMATIVE MARKETING LEASE UP POLICY**  
**CITY OF GRIDLEY**

**Marketing Plan**

Borrower shall prepare and implement a Marketing Plan, subject to prior approved by the City of Gridley, that specifies how the Borrower intends to market the project to prospective tenants in the Project's market area. The Marketing Plan shall specifically address how the Borrower intends to market the Project to underserved populations in Project market area and the frequency of marketing efforts. The City agrees that the Borrower may utilize the HUD 935.2 Affirmative Fair Housing Marketing Plan for these purposes.

Borrower agrees to evaluate the effectiveness of the Marketing Plan in reaching underserved populations on an annual basis and to revise it as necessary to better reach underserved populations that are not being reached. The revised Marketing Plan shall be submitted to the City/County for approval prior to implementation.

**Leasing/Tenant Selection Policy**

During the Period of **Affordability**, the Borrower shall select tenants in conformance with Lending Program requirements and California Code of Regulations, Title 25, Division 1, Chapter 7, Subchapter 19, Section 8305.

- a. Borrower shall rent vacant Assisted Units in the Development only to eligible households in accordance with a Management Plan approved by the City of Gridley. Such Management Plan may be periodically altered and such alteration must be submitted to and approved by the City of Gridley prior to use. The Management Plan shall include:
  - i. Reasonable criteria for selection or rejection of tenant applications which shall not discriminate in violation of any federal, state or local law governing discrimination, or any other arbitrary factor;
  - ii. Prohibition of local residency requirements;
  - iii. Prohibition of local residency preferences, except where accompanied by an equal preference for employment in the local area and applied to areas not smaller than municipal jurisdictions or recognized communities within unincorporated areas;
- b. Tenant selection procedures that include the following components. and that are available to prospective tenants upon request:



- i. Selection of tenants based on order of application, lottery, or other reasonable method approved by the City of Gridley;
  - ii. Notification to tenant applicants of eligibility for residency and, based on turnover history for Assisted Units in the Development, the approximate date when an Assisted Unit may be available;
  - iii. Notification of tenant applicants who are found ineligible to occupy an Assisted Unit of their ineligibility and the reason for the ineligibility, and of their right to appeal this determination;
  - iv. Maintenance of a waiting list of applicant households eligible to occupy Assisted Units and non-assisted units designated for various tenant income levels, which shall be made available to prospective tenants upon request;
  - v. Targeting specific special needs populations in accordance with this Agreement and applicable laws; and
- c. Affirmative fair housing marketing procedures as specified in the Affirmative Fair Housing Marketing Plan Compliance Regulations of HUD, 24 CFR Part 200.620(a)-(c), or similar affirmative fair marketing housing plan as approved by the City of Gridley.
- d. Borrower shall rent vacant units to households with no less than the number of people specified in the following schedule:

Unit Size	Minimum Number of Persons in Household
SRO	1
0-BR 1-BR 2-BR	2
3-BR	4
4-BR	6
5-BR	8

Borrower may assign tenant households to units of sizes other than those indicated as appropriate in the table above if the Borrower reasonably determines that special circumstances warrant such an assignment and the reasons are documented in the tenant's file. The Borrower's determination is subject to approval by the City of Gridley. Through the Management Plan, Borrower may receive advance City of Gridley approval of categorical exceptions to the above schedule.

- e. Certification of Tenant Income & Household Size
  - i. The income and household size of al household occupying HOME-assisted units shall be certified by the Borrower prior to occupancy and recertified annually thereafter in a manner approved by the City of Gridley and specified in the Project's Management Plan.
  - ii. If the income of a tenant upon re-certification exceeds the upper limit for Lower Income households, and there are no other requirements statutorily imposed by other state or federal funding sources or tax credit program, that tenant shall not have its lease terminated as a result thereof, but shall be charged rents as provided in Section 5.
  - iii. Where a tenant occupying a unit designated for occupancy by a Very Low-Income household no longer qualifies to reside therein at re-certification, but qualifies as an otherwise eligible household, the rent level appropriate for that income level shall be charged pursuant to Section 5.
  - iv. If at the time of re-certification, a tenant's household size has changed and no longer meets the occupancy standards pursuant to Section 3b, the Borrower may require the tenant to move to the next available appropriately sized unit.

**A RESOLUTION OF THE GRIDLEY CITY COUNCIL ESTABLISHING A  
RELOCATION ASSISTANCE POLICY**

**WHEREAS**, on May 13, 2021, the City of Gridley received a grant from the CDBG DR MHP program in the amount of \$2,394,037 to meet the housing need resulting from the 2018 Camp Fire in Butte County; and,

**WHEREAS**, the grant application requires the City of Gridley to adopt policies providing direction for borrowers in order to develop a marketing plan targeting the underserved population in a project area.

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

1. The City Council of the City of Gridley adopts the attached Relocation Assistance Policy and furthermore will be reviewed and updated according to future amendments of the law, as required.

**I HEREBY CERTIFY** that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on the 18<sup>th</sup> day of January, 2022 by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ATTEST:

APPROVE:

\_\_\_\_\_  
Cliff Wagner, City Clerk

\_\_\_\_\_  
Bruce Johnson, Mayor

**City of Gridley**  
**Relocation Assistance Policy**

**685 Kentucky Street**  
**Gridley, CA 95948**  
**530.846.5695**

[www.gridley.ca.us](http://www.gridley.ca.us)

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## 1. URA Basics

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, applies to displacement of tenants that results from acquisition, demolition, or rehabilitation for HUD-assisted projects carried out by public agencies, nonprofit organizations, private developers, and others.

A displaced person is someone who has to move because (1) their lease is not renewed at the time of the project; (2) their rent is increased beyond their ability to pay (above 30% of their income); (3) they are not offered a Decent, Safe and Sanitary (DSS) replacement unit; (4) temporary relocation was unreasonable; (5) they were not told about the project; and (6) there was change in use through a federal program (i.e., housing for persons with supportive services).

The federal government takes the rights of tenants in rental rehabilitation properties very seriously. Grantees and developers who are working on HUD-funded projects need to understand that the URA is basic consumer legislation that addresses fairness issues. Tenants whose living circumstances are changed by a project-- either by higher rents or involuntary moves--should be protected and compensated.

For any project requesting HOME or other federal funds that will result in displacement, the Applicant (i.e., owners, developers, or property management agencies) must comply fully with all requirements of URA.

While some funding sources, such as Low-Income Housing Tax Credits (LIHTC), are not considered "Federal Financial Assistance" and do not trigger compliance with URA, Applicants that plan to apply for "layered" funding such as HOME and LIHTC should note that HOME funds offer "blanket URA coverage" for the whole project, even though it may be the LIHTC that is displacing the tenant.

**Section 8 Tenants:** In accordance with the HUD Project-Based Section 8 regulations, tenants who are currently receiving HUD Project-Based Section 8 cannot be displaced from their homes because of relocation. Incentives may be offered to the tenants to voluntarily relocate, but it will be up to the tenant, not the owner/developer, as to whether they will or will not relocate. Planning early is critical so that you may adjust your application for HOME and/or LIHTC funds to provide for the existing Section 8 tenants.

Planning is critical. Relocation concerns must be thought about early in the process so decisions about rents, construction timing, and project feasibility can be considered before they are a crisis.

## **2. Relocation Plan and Budget**

The Applicant must submit with the full application (1) a current rent roll along with the monthly rent rolls from 4 months prior to the application; (2) for permanent displacement, completed tenant questionnaires for all of the current tenants; (3) a detailed relocation plan describing the manner in which the temporary and permanent displacements of tenants will be handled (for permanent displacements, include with the plan a comparison of the current rents being charged and the proposed rents for the project); and (4) a relocation budget that details the calculations for temporary relocation assistance, and for permanently displaced tenants the rental payment assistance and moving expenses and three (3) comparable replacement housing options.

## **3. Tenants who will not be Displaced but may Need Temporary Relocation**

### **A. General Information Notice**

At the time the application is submitted to the Fund, the Applicant will provide each tenant with a *General Information Notice* which explains that the project has been proposed and cautions the person not to move at this time.

### **B. Notice of Non-Displacement for the Residential Tenant that will NOT be Displaced**

Once the funds have been approved for this project, the Applicant will send to all tenants that will not be permanently displaced a *Notice of Non-Displacement*. This advisory notice will (a) explain that the project has been approved; (b) explain that the person will not be displaced; (c) explain what is to occur when and if the tenant is temporarily displaced (i.e., approximately how long they should expect to be displaced from their current unit, how the Applicant will accommodate them with replacement housing while they are displaced, and how the Applicant will assist them with any moving costs they incur from their temporary move); and (d) explain the approximate time that they will be able to move back into their unit.

### **C. Payment for Temporary Relocation**

The Applicant will be responsible for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs at such housing.

#### 4. Permanent Relocation

##### A. General Information Notice

At the time the application is submitted to the Fund, the Applicant will provide each tenant with a *General Information Notice* which explains that the project has been proposed and cautions the person not to move at this time.

##### B. Notice of Eligibility for Relocation Assistance

Once the funds have been approved by the Fund, the Applicant will send tenants that are to be displaced a *Notice of Eligibility for Relocation Assistance*. This notice lets tenants know that the project has been approved for funding and lets them know that they will be given at least 90 days advance written notice to move, and also informs them of the amount of rental assistance and moving expenses they are entitled. At this time they will also be given information that will be provided to Fund by the Applicant of at least three referrals to suitable replacement homes. There will also be a questionnaire attached to this notice that needs to be completed by the tenant and returned to let the Applicant know which options they have chosen.

##### C. 90-Day (and 30-Day) Notices

Each lawful occupant to be displaced must receive at least 90 days' written advance notice from the Applicant before being required to move. This notice cannot be given before the person is issued the *Notice of Eligibility for Relocation Assistance* from the Applicant OR before being notified of the availability of a comparable replacement dwelling. The notice must specify the date by which the property must be vacated or if the date is unknown, indicate the earliest date that the occupant may be required to move. If no date is specified in the 90-day notice, the occupants must be informed that they will receive at least 30 days' advance written notice of the specific date of themove.

Occupants may be required to move on less than 90 days' notice if the Applicant determines that the notice is impracticable (i.e., the unit they are occupying is a health or safety hazard). However, the needs of the Applicant's schedule DOES NOT represent sufficient reason to issue a notice to vacate before providing the family with 90 days' prior notice to move.

A 90-day notice is not needed if (a) there is no structure or personal property on the property; (b) the occupant makes an informed decision to relocate and vacates the property without prior notice; (c) the occupant owns the property and enters into a negotiated agreement for delivering possession of the property (i.e., delivery of possession is specified in the purchase contract); or (d) the occupant will not qualify as a displaced person under the Handbook.



If the occupants are still in the unit after the date specified in the notice, the displacing agency or property owner has the right to displace them using due process established by State law.

Please note that improper handling of notices can cause unnecessary costs to the Applicant which may cause the project to be infeasible.

#### D. Assistance in Finding Replacement Housing

The Applicant is required to assist the tenant in locating decent, safe, and sanitary (DSS) replacement housing. Replacement units must be comparable to the unit they occupied prior to displacement, but it must meet the needs of the household. For example, if a four-person family occupied a two-bedroom unit, but due to the age and gender of the occupants they really needed a three-bedroom unit, a three-bedroom unit would be the comparable. The amenities of the comparable unit may be negotiable (i.e., if a two-bedroom unit is not needed to accommodate the household, a larger one-bedroom unit may be used as a comparable if the tenant agrees).

The rent for the comparable unit must be comparable; that is, if utilities were included at the previous unit, they should be included in calculating the rent for the replacement unit. The unit must be inspected and meet, at a minimum, the Housing Quality Standards (HQS). These replacement dwellings should have been researched at an early stage so that this information can be included in the Notice of Eligibility for Relocation Assistance.

#### E. Level of Financial Assistance

The Applicant must provide the tenant to be displaced with financial assistance sufficient to cover any increase, if any, between the rent and utilities paid at the current unit from the cost of rent and utilities from their new unit, either chosen by the tenant or a comparable replacement unit, if that cost is lower. That monthly need, if any, is multiplied by 42 to determine the total amount that the tenant will receive. This amount will be paid directly to the tenant. The Applicant must provide the assistance in four (4) lump sum installments within one year from the date of the displacement. The tenant has up to 12 months after the *Notice of Eligibility for Relocation Assistance* has been issued to rent (or buy) a replacement unit and receive rental payment assistance. For example, if a tenant cannot find a replacement unit within the 90 days that he/she has been issued a *Notice of Eligibility for Relocation Assistance*, it is possible that this displaced tenant might move into a temporary living situation with family or friends. This displaced tenant would then have up to a year to find a replacement unit and claim the rental assistance from the displacing agency. In this scenario, the rental payment amount would still be based upon the difference between the tenant's rent at the unit vacated and the rent for the

comparable replacement unit that was originally given to the tenant by the Applicant.

#### **F. Assistance with Moving Expenses**

Displaced tenants and families may choose to be paid for their moving expenses by either the basis of actual, reasonable moving costs and related expenses or according to a fixed moving cost schedule. The questionnaire sent to the tenant with the *Notice of Relocation Eligibility Assistance* will state which option the tenant prefers. The Actual Moving Expense is the option where the tenant may be reimbursed for actual reasonable moving costs by a professional mover plus related expenses, or if they chose to move themselves. Reimbursement will be limited to a 50-mile distance in most cases. Related expenses involved in the move include: (1) packing and unpacking personal property; (2) disconnecting and reconnecting household appliances; (3) temporary storage of personal property; (4) insurance while property is in storage or transit; (5) transfer of telephone service and other similar utility reconnections; or (6) other expenses considered eligible by the Fund. All expenses must be considered necessary and reasonable by the Fund and supported by paid receipts or other evidence of expenses incurred.

The other option is the fixed moving expense based on the current Schedule of Allowances prepared by the Federal Highway Administration. This schedule of allowances is broken out by state, based on the number of rooms in the displacement dwelling, and whether the person owns and must move the furniture. For example, a family to be displaced who currently occupies a four-room unit and who owns their own furniture will be entitled to a fixed payment of \$1,200. The moving expenses and dislocation allowance should be paid by the Applicant to the tenant by the tenant's move date.

#### **G. Section 8 in lieu of Relocation Payments**

If the Applicant is able to provide, and the tenant accepts, an offer of Section 8 rental assistance subsidies (i.e., project-based unit, voucher, or certificate), then no cash rental assistance will be required to be paid by the Fund. The Applicant is obligated to provide the tenant with referrals to suitable, available rental replacement dwellings where the owner is willing to or already participates in the Section 8 program, and the period of authorized assistance is at least 42 months. The Applicant is still responsible for assisting the tenant with moving expenses as outlined above.

### **5. Notice to Prospective Tenants**

This notice informs any prospective tenant of the fact that the Applicant has applied for federal funding to acquire and/or rehabilitate this property and lets them know that if the funds are approved, the potential tenant may be displaced. In this

scenario, this notice informs the prospective tenant that he/she would not qualify as a “displaced person” and therefore will not be eligible to receive any assistance or benefits described in this relocation policy. The Applicant must notify the Fund of any potential tenant BEFORE the prospective tenant signs a lease for a unit within the project.

## **6. Project Completion**

The Applicant must provide the Fund with a final rent roll for all tenants occupying the property at the time of project completion. If this rent roll differs from the rent rolls received earlier, the Applicant must explain why the tenant(s) is no longer an occupant. Please be prepared to submit evidence that the tenant(s) moved of their own accord and not for reasons related to the federal funds received.

## GENERAL INFORMATION NOTICE (SAMPLE)

Date

First Name, Last Name Address  
City, State, Zip Code

Dear Mr./Ms. \_\_\_\_\_:

On \_\_\_\_\_ (date), \_\_\_\_\_ (Applicant) submitted an application to the West Virginia Housing Development Fund for financial assistance to rehabilitate the property which you occupy at \_\_\_\_\_ (address).

This notice is to inform you of your rights under federal law. If the application is approved and federal assistance is provided for the rehabilitation, you may be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. **However, do not move now.** This is not a notice to vacate the premises. You should continue to pay your monthly rent to your landlord because a failure to pay rent and meet your other obligations as a tenant may be cause for eviction and loss of relocation assistance. You are urged not to move or sign any agreement to purchase or rent a new unit before receiving formal notice of your eligibility for relocation assistance. If you move or are evicted before receiving such a notice, you may not receive any assistance. Please contact me before you make any moving plans.

If the project is approved and you are eligible for relocation assistance, you will be given advisory services, including referrals to replacement housing, and at least 90 days' advance written notice of the date you will be required to move. You would also receive a payment for moving expenses and may be eligible for financial assistance to help you rent or buy a replacement home. This assistance is more fully explained in the enclosed brochure, "Relocation Assistance to Tenants Displaced from Their Homes".

If for any reason any other person moves into this unit with you after this notice, your assistance may be reduced. If you have any questions, please contact me at (XXX) XXX-XXXX.

Again, this is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance. If the project does not get approved, you will be notified in writing.

Sincerely,

## NOTICE TO RESIDENTIAL TENANTS WHO WILL NOT BE DISPLACED (SAMPLE)

Date

First Name, Last Name Address  
City, State, Zip Code

Dear Mr./Ms. \_\_\_\_\_:

On \_\_\_\_\_, you were notified that the owner of your building had applied for assistance to make extensive repairs to the building. On \_\_\_\_\_, the owner's request was approved, and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment (or another suitable, decent, safe, and sanitary apartment in the same building/complex) upon completion of the rehabilitation. Your monthly rent will remain the same or, if increased, your new rent and estimated average utility costs will not exceed 30% of the gross income of all adult members of your household. Of course, you must comply with the reasonable terms and conditions of your lease.
2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily-occupied unit and any additional housing costs. The temporary unit will be decent, safe, and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly-rehabilitated apartment, I urge you NOT TO MOVE (if you do elect to move for your own reasons, you will not receive any relocation assistance). We will make every effort to accommodate your needs. Because federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please call me at (XXX) XXX-XXXX. Remember, do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

## NOTICE OF ELIGIBILITY FOR RELOCATION ASSISTANCE (SAMPLE)

Date

First Name, Last Name Address

City, State Zip code

Dear Mr./Ms. \_\_\_\_\_:

On \_\_\_\_\_, you were notified of the proposed plans to acquire/rehabilitate the site you occupy. This is to let you know that the project has been approved.

This is a Notice of Eligibility for Relocation Assistance. To carry out the project, it will be necessary for you to relocate. However, **you do not need to move now**. You will not be required to move without at least **90 days' advance written notice** of the date by which you must vacate. When you do move, you will be entitled to relocation payments and other assistance in accordance with the Uniform Relocation Assistance Act.

As of the date of this notice, you are now eligible for relocation assistance, including:

**Payment for Moving Expenses:** You may choose either (1) a payment for your actual reasonable moving and related expenses, or (2) a fixed moving expense and dislocation allowance.

**Replacement Housing Payment:** You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors, including the cost of a "comparable replacement home", the monthly rent and average cost of utility services for your present home, and 30% of your average gross household income.

Listed below are three "comparable replacement homes" that you may wish to consider:

Address	Rent	Utility Costs	Contact Person
1.			
2.			
3.			

We believe that the unit at \_\_\_\_\_(address) is the most representative of your present home. The average rent cost for the units listed above is \$\_\_\_\_\_. The difference between this average rent and your current rent of \$\_\_\_\_\_ is \$\_\_\_\_\_(this is known as the rental "gap" payment). Under the West Virginia Housing Development Fund Relocation Assistance Policy, you are entitled to receive this gap payment for a period of 42 months in 4 lump sum payments within one year from the date of displacement. Based on the information that we have available regarding your current rent, you may be eligible for a rental assistance payment of \$\_\_\_\_\_(42 x \$\_\_\_\_\_).

(name)  
(date) Page  
Two

This is the maximum amount that you would be eligible to receive. It will be paid in 4 lump sum payments within one year from the date of displacement.

Please note that it is your right to locate your own replacement housing. However, any unit that you chose will have to be inspected by this office to ensure that it is decent, safe, and sanitary before any replacement gap payments are paid to you. Additionally, if the rent for the unit you choose is **less** than the average rents of the replacement housing options which were referred to you, the rental assistance payment will be based on the difference between your current rent and the lesser rent of the unit that you are choosing.

Remember, in order to obtain a replacement housing payment you must move to a decent, safe, and sanitary home within one year after you vacate your present home. Therefore, do not commit yourself to rent or buy a unit until it has been inspected.

Contact us immediately if you do not agree that these referral replacement units are suitable. The basis for selecting these units will be explained. If necessary, other units will be found. We will not base your payment on any unit that is not a "suitable replacement home".

Please complete the enclosed questionnaire form and return it in the self-addressed, stamp envelope. The process for relocation benefits to you cannot start until I receive this form.

I want to make it clear that you are eligible for assistance to help you relocate. In addition to relocation payments and housing referrals, counseling and other services are available to you.

If you have any questions, please contact me at (XXX) XXX-XXXX or 1-800-540-4241. This letter is important to you and should be retained.

Sincerely,

## TENANT QUESTIONNAIRE FOR ASSISTANCE

Name: \_\_\_\_\_

Address: \_\_\_\_\_

### MOVING EXPENSES

After fully understanding my options, I have chosen to be reimbursed for: (please mark one)

( ) **Actual Moving Allowance.** I understand that if I pick this option, I will be reimbursed for the following moving expenses: (1) transportation for me and my family; (2) packing, moving, and unpacking of my household goods; (3) disconnecting and reconnecting telephone and cable; (4) storage of my household goods if needed; (5) insurance for replacement value of my property during the move and necessary storage; and (6) the replacement value of property lost, stolen, or damaged in the move (but not through my neglect) if insurance is not reasonably available.

( ) **Fixed Moving Allowance.** I understand that if I pick this option, I will receive an allowance which is based on the number of rooms in my home at \_\_\_\_\_ (name of current complex) or the number of rooms of furniture I will be moving as shown on the attached schedule, which is \$ \_\_\_\_.

### REPLACEMENT HOUSING PAYMENTS

I have been advised of my options for replacement housing. I have chosen to: (please mark one)

- ( ) Take the comparable replacement home at \_\_\_\_\_  
Move In Date: \_\_\_\_\_ New Address: \_\_\_\_\_
- ( ) Take the comparable replacement home at \_\_\_\_\_  
Move In Date: \_\_\_\_\_ New Address: \_\_\_\_\_
- ( ) Take the comparable replacement home at \_\_\_\_\_  
Move In Date: \_\_\_\_\_ New Address: \_\_\_\_\_
- ( ) Take housing that I have found on my own.

If you have chosen "Take housing that I have found on my own" please complete the next section.

Address of your new home: \_\_\_\_\_

- ( ) One-bedroom apartment/townhouse
- ( ) Two-bedroom apartment/townhouse
- ( ) A rental home
- ( ) Other

If "Other", please explain: \_\_\_\_\_

Average monthly rent: \_\_\_\_\_



Average monthly utilities: \_\_\_\_\_

Move-In Date: \_\_\_\_\_

Are you available to have this unit inspected? (    ) yes (    ) no

**(If you choose yes, please list a time and date below for that inspection)**

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

I understand that if after the inspection, they do not find that the replacement housing that I have found is decent, safe, and sanitary, that I will not receive any replacement housing payments for this unit, but that I have a year from the date that I moved from my current unit to either take one of the comparables listed above or find another unit to be inspected in order to still receive these payments.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## PROSPECTIVE TENANT LETTER (SAMPLE)

Date

First Name Last Name Address

City, State Zip code

Dear Mr./Ms. \_\_\_\_\_:

We have been informed by the\_\_(*Applicant*) that you are considering occupying a unit at\_\_\_\_(*Property Name and City*). This notice is to let you know that on

\_\_\_\_\_*(Application Date)*,\_\_\_\_\_*(Applicant name)* submitted an application to the West Virginia Housing Development Fund for financial assistance to rehabilitate the project located at\_\_\_\_(*Address*).

Because federal funds are being used to rehab this project, only tenants that were in residence at the time of application are eligible for assistance if they are to be moved temporarily or permanently during the rehab process. Since you are considering moving in after the application date, this notice is to let you know that if you are to be moved temporarily or permanently, the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970, as amended, will not apply to you and you will not be eligible for any assistance. You need to take this into consideration **before you enter into any lease agreement and occupy a unit at the above address.**

Please read this notice carefully prior to signing a rental agreement and moving into the project. If you have any questions about this notice, please give me a call at (XXX) XXX-XXXX. Once you have read and have understood this notice, please sign the attached statement if you still desire to lease the unit and return it to me in the enclosed self-addressed, stamped envelope.

Sincerely,

## HUD RELOCATION FORM WEBSITES

- **Form HUD-40061, Selection of Most Representative Comparable Replacement Dwelling**  
[http://www.hudclips.org/sub\\_nonhud/html/pdfforms/40061.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/40061.pdf)
- **Site Occupant Record—Residential**  
[http://www.hudclips.org/sub\\_nonhud/cgi/pdf/13780x08.pdf](http://www.hudclips.org/sub_nonhud/cgi/pdf/13780x08.pdf)
- **Site Occupant Record—Nonresidential**  
[http://www.hudclips.org/sub\\_nonhud/cgi/pdf/13780x09.pdf](http://www.hudclips.org/sub_nonhud/cgi/pdf/13780x09.pdf)
- **Record of Advisory Assistance and Other Contacts**  
[http://www.hudclips.org/sub\\_nonhud/cgi/pdf/13780x10.pdf](http://www.hudclips.org/sub_nonhud/cgi/pdf/13780x10.pdf)
- **Form HUD-40054, Claim for Moving and Related Expenses**  
[http://www.hudclips.org/sub\\_nonhud/cgi/pdf/13780x11.pdf](http://www.hudclips.org/sub_nonhud/cgi/pdf/13780x11.pdf)  
[http://www.hudclips.org/sub\\_nonhud/html/pdfforms/40054.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/40054.pdf)
- **Form HUD-40057, Claim for Replacement Housing Payment for 180- Day Homeowner**  
[http://www.hudclips.org/sub\\_nonhud/cgi/pdf/13780x13.pdf](http://www.hudclips.org/sub_nonhud/cgi/pdf/13780x13.pdf)  
[http://www.hudclips.org/sub\\_nonhud/html/pdfforms/40057.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/40057.pdf)
- **Form HUD-40058, Claim for Rental Assistance or Down payment Assistance**  
[http://www.hudclips.org/sub\\_nonhud/cgi/pdf/13780x14.pdf](http://www.hudclips.org/sub_nonhud/cgi/pdf/13780x14.pdf)  
[http://www.hudclips.org/sub\\_nonhud/html/pdfforms/40058.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/40058.pdf)
- **Form HUD-52580, Section 8 Existing Housing Program Inspection Checklist**  
[http://www.hudclips.org/sub\\_nonhud/cgi/pdf/13780x15.pdf](http://www.hudclips.org/sub_nonhud/cgi/pdf/13780x15.pdf) (old  
Section 8 program form) or  
[http://www.hudclips.org/sub\\_nonhud/cgi/pdfforms/52580.pdf](http://www.hudclips.org/sub_nonhud/cgi/pdfforms/52580.pdf) (new  
Housing Choice Voucher Program form)
- **Form HUD-40055, Claim for Actual Reasonable Moving and Related Expenses**  
[http://www.hudclips.org/sub\\_nonhud/cgi/pdf/13780x16.pdf](http://www.hudclips.org/sub_nonhud/cgi/pdf/13780x16.pdf)  
[http://www.hudclips.org/sub\\_nonhud/html/pdfforms/40055.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/40055.pdf)
- **Form HUD-40056, Claim for Fixed Payment in Lieu of Payment for Actual Moving and Related Expenses** [http://www.hudclips.org/sub\\_nonhud/cgi/pdf/13780x17.pdf](http://www.hudclips.org/sub_nonhud/cgi/pdf/13780x17.pdf)  
[http://www.hudclips.org/sub\\_nonhud/html/pdfforms/40056.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/40056.pdf)
- **HUD- 1042- CPD; Pamphlet**  
[www.hud.gov/Relocation](http://www.hud.gov/Relocation)

**RELOCATION ASSISTANCE  
TENANTS DISPLACED  
FROM THEIR HOMES**

**U.S. Department of Housing TO  
and Urban Development**  
Office of Community Planning and  
Development  
[www.hud.gov/relocation](http://www.hud.gov/relocation)

**Introduction**

This booklet describes the relocation payments and other relocation assistance provided under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) to tenants displaced from their homes. This includes any family or individual that must move as a direct result of rehabilitation, demolition or acquisition for a project in which Federal funds are used.

If you are notified that you will be displaced, it is important that you **do not move** before you learn what you must do to receive the relocation payments and other assistance to which you are entitled.

***Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.***

This booklet may not answer all of your questions. If you have more questions about your relocation, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you move. Afterwards, it may be too late.

**Summary of Relocation Assistance**

As an eligible tenant displaced from your home, you will be offered the following advisory and financial assistance:

- **Advisory Services.** This includes referrals to comparable and suitable replacement homes, the inspection of replacement housing to ensure that it meets established standards, help in preparing claim forms for relocation payments and other assistance to minimize the impact of the move.
- **Payment for Moving Expenses.** You may choose either a:
  - \* **Payment for Your Actual Reasonable Moving and Related Expenses, or**
  - \* **Fixed Moving Expense and Dislocation Allowance, or**
  - \* **A combination of both, based on circumstances.**
- **Replacement Housing Assistance.** To enable you to rent, or if you prefer, buy a comparable or suitable replacement home, you may choose either:

- \* **Rental Assistance, or**
- \* **Purchase Assistance.**

If you disagree with the Agency's decision as to the relocation assistance for which you are eligible, you may appeal that decision.

## **General Questions**

### **How Will I Know I Am Eligible For Relocation Assistance?**

You should receive a written notice explaining your eligibility for relocation assistance. You should not move before receiving that notice. If you do, you may not receive relocation assistance.

### **How Will The Agency Know How Much Help I Need?**

You will be contacted at an early date and personally interviewed by a representative of the Agency to determine your relocation needs and preferences for replacement housing and advisory services. The interviewer will ask certain questions about you and other members of your household, including questions about your income. It is to your advantage to provide the information so that the Agency can assist you in moving with a minimum of hardship. The information you give will be kept in confidence.

### **How Soon Will I Have To Move?**

If possible, a mutually agreeable date for the move will be worked out. You will be given enough time to make plans for moving. Unless there is a health or safety emergency, you will not be required to move without at least 90 days advance written notice of (1) at least one "comparable replacement home" that is available to you and (2) the earliest date by which you must move.

### **What Is A Comparable Replacement Home? A**

comparable replacement home is:

- Decent, safe, and sanitary.
- Functionally equivalent to (and equal or better than) your present home.
- Actually available for you to rent.
- Affordable.
- Reasonably accessible to your place of employment.
- Generally as well located with respect to public and commercial facilities, such as schools and shopping, as your present home.
- Not subject to unreasonable adverse environmental conditions.
- Available to all persons regardless of race, color, religion, sex, or national origin.

## **What is Decent, Safe, and Sanitary Housing?**

Decent, safe, and sanitary housing is housing that:

- Meets applicable housing and occupancy requirements.
- Is structurally sound, weathertight, and in good repair.
- Contains a safe, adequate electrical wiring system.
- Has adequate living space for the occupants.
- Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator (if you were displaced from a housekeeping unit).
- Has a separate, complete bathroom with hot and cold running water.
- Has heating as required by climatic conditions.
- Has an unobstructed exit to safe, open space at ground level.
- Meets standards protecting occupants from lead-based paint hazards.
- If you are person with a physical disability, is free of any barriers which would preclude your reasonable use of the unit.

## **Will The Agency Help Me Find A Replacement Home?**

Yes. You will be provided with referrals to housing that has been inspected to ensure that it meets established standards. If possible, you will be referred to at least three comparable replacement homes. The maximum financial assistance for which you may qualify will be based on the cost of the most representative comparable replacement home that is available to you. Promptly after you become eligible for relocation assistance, the Agency will inform you of such unit and the maximum payment available.

Once the Agency representative has a clear understanding of your needs and preferences, he or she will work with you to assure that you are given the best possible choice of housing. The Agency will offer you appropriate transportation to inspect these units.

If you would like to move to government-owned housing or obtain a Housing Choice Voucher (HCV) let the Agency representative know of your interest. Generally, an eligible displaced person receives preference for such long term housing assistance. You will be given assistance in completing any required application forms.

## **What If I Find My Own Replacement Housing?**

You have every right to find your own replacement housing. However, before you rent or buy, ask the Agency to inspect the unit to make sure that it is decent, safe, and sanitary. If the housing unit is not decent, safe, and sanitary, you will not receive a replacement housing payment.

## **What If I Encounter A Problem In Obtaining Housing Of My Choice?**

If you encounter a problem in buying or renting housing of your choice, notify the Agency immediately. The Agency will look into the matter and try to resolve it. You will receive this help whether you were referred to the housing unit or found it yourself.

If you are unable to buy or rent a housing unit because of discriminatory practices on the part of a real estate broker, rental agent, lender, or a property owner, the Agency will help you file a formal housing discrimination complaint with the U.S. Department of Housing and Urban Development or the appropriate State or local fair housing agency.

### **What Other Services Will I Receive?**

In addition to help in obtaining a comparable replacement home, other assistance, as necessary, will be provided in order to minimize the impact of your move. This assistance may include referral to appropriate public and private agencies that provide services concerning housing financing, employment, health, welfare, or legal assistance. The range of services depends on the needs of the person being displaced. You should ask the Agency representative to tell you about the specific services that will be available to help you and your family.

### **What Is a Payment For Actual Reasonable Moving and Related Expenses?**

You may choose to receive a relocation payment to cover the reasonable cost of your move. If you choose a Payment For Actual Reasonable Moving And Related Expenses, you may include in your claim the reasonable and necessary costs for:

- Transportation for you and your family.
- Packing, moving and unpacking your household goods.
- Disconnecting and reconnecting household appliances and other personal property (e.g., telephone and cable TV).
- Storage of household goods, as may be necessary.
- Insurance for the replacement value of your property during the move and necessary storage.
- The replacement value of property lost, stolen or damaged in the move (but not through your neglect) if insurance is not reasonably available.

The Agency will explain all eligible moving costs, as well as those which are not eligible. You must be able to account for any costs that you incur, so keep all your receipts. Select your mover with care. The Agency can help you select a reliable and reputable mover.

You may elect to pay your moving costs yourself and be repaid by the Agency or, if you prefer, you may have the Agency pay the mover. In either case, let the Agency know before you move.

### **What Is A Fixed Moving Expense And Dislocation Allowance?**

If you choose a Fixed Moving Expense and Dislocation Allowance, you will receive an allowance which is based on the number of rooms in your home or the number of rooms of furniture you will be moving, as shown on a schedule. The Agency has a copy of the schedule and will help you decide whether choosing this allowance is in your best interest.

If you do not have a large amount of personal property to move, this payment should be more advantageous. No special documentation is required to support your claim. You need only move your personal property and complete the appropriate claim form in order to receive your payment.

### **How Much Rental Assistance Will I Receive?**

You may be eligible to receive Rental Assistance for a 42-month period. The assistance is computed in the following manner:

The assistance needed for one month is determined by subtracting the "base monthly rent" for your present home from the cost of rent and utilities for your new home (or a comparable replacement home, if that cost is lower). That monthly need, if any, is multiplied by 42, to determine the total amount that you will receive. This amount will be paid directly to you. The Agency must provide the assistance in monthly installments or other periodic payments. Generally, the base monthly rent for your present home is the lesser of: (1) the monthly rent and average monthly cost for utilities, or (2) thirty (30) percent of your average monthly gross household income, if you are low-income based on HUD income limits.

**Examples:** Let's say that the monthly rent and average cost for utilities for your present home are \$250; the monthly rent and estimated average utility costs for a comparable replacement home are \$350; and your monthly gross income is \$700. In this case your "base monthly rent" would be \$210 because you are low-income and that amount (30 percent of your income) is less than the monthly cost of rent and utilities at your present home (\$250).

- If you rent a replacement home for \$360 per month, including estimated average monthly utility charges, you will receive \$5,880. That amount is 42 times \$140 (the difference between the "base monthly rent" for your present home (\$210) and the cost for a comparable replacement home (\$350)).
- If you rent a replacement home for \$310, including estimated average monthly utility charges, you will receive \$4,200. That amount is 42 times \$100 (the difference between the "base monthly rent" for your present home (\$210) and the actual cost of your new home (\$310)).

To qualify for rental assistance, you must rent and occupy a decent, safe, and sanitary home within one year after the date you move. However, the Agency will extend this period for good cause.

### **If I Decide to Buy, Rather Than Rent, How Much Assistance Will I Receive?**

If you buy a replacement home, you may be eligible for assistance to make a down payment equal to the amount you would receive if you rented a comparable replacement home (i.e., 42 times the amount obtained by subtracting the "base monthly rent" for your present home from the monthly rent and estimated average monthly utility costs for a comparable replacement home). A down payment assistance payment will be paid in a lump sum.



**Example:** Assuming the information in the prior examples, the downpayment assistance payment would be \$5,880. That amount is 42 times \$140 (the difference between the "base monthly rent" for your present home (\$210) and the monthly rent and estimated average monthly utilities cost for a comparable replacement home (\$350). The full amount of the payment must be applied to the purchase of the replacement dwelling.

### **Must I File A Claim To Obtain A Relocation Payment?**

Yes. You must file a claim for each relocation payment. The Agency will, however, provide you with the required claim form, help you to complete it, and explain the type of documentation, if any, that you must submit in order to receive the payment.

If you must pay any relocation expenses before you move (e.g., a security deposit when you sign a lease for your new home), discuss your financial needs with the Agency. While refundable deposits are not covered by URA payments, you may be able to obtain an advance payment to meet these costs. An advance payment may be placed in "escrow" or paid directly to a contractor to ensure that the move will be completed on a timely basis.

You must file your claim within 18 months after the date you move. However, it is to your advantage to file as soon as possible after you move. The sooner you submit your claim, the sooner it can be processed and paid. If you are unable to file your claim within 18 months, ask the Agency to extend this period.

Be careful not to confuse this 18-month period with the 12-month period within which you must rent (or buy) and occupy a replacement dwelling in order to be eligible for a replacement housing payment.

You will be paid promptly after you file an acceptable claim. If there is any question regarding your right to a relocation payment or the amount of the payment, you will be notified, in writing, of the problem and the action you may take to resolve the matter.

### **Will I Have To Pay Rent To The Agency Before I Move?**

If the Agency acquires the property in which you live, you may be required to pay a fair rent to the Agency for the period between the acquisition of the property and the date that you move. Such rent will not exceed the market rent for comparable properties in the area.

### **Do I Have To Pay Federal Income Taxes On My Relocation Payments?**

No. Section 216 of the URA states that you need not report relocation payments as part of your gross income for Federal tax purposes. For information on State or local income taxes, you should check with the State or local income tax office in your area or with your personal tax advisor.

### **What If I Don't Receive The Required Assistance. Can I Appeal?**

If you disagree with the Agency's decision as to your right to relocation assistance or the amount of a payment, or the adequacy of the housing to which you have been referred, you

may appeal the decision to the Agency.

The Agency will inform you of its appeal procedures. At a minimum, you will have 60 days to file your appeal with the Agency after you receive written notification of the Agency's determination on your claim. Your appeal must be in writing. However, if you need help, the Agency will assist you in preparing your appeal.

If you are a low- or moderate-income person and are dissatisfied with the Agency's determination on your appeal, you may have an additional right to request administrative review of that decision (e.g., by HUD or the State).

You can expect a fair decision on any appeal. However, if you are not satisfied with the final administrative decision on your appeal, you may seek review of the matter by the courts.

### **I Have More Questions. Who Will Answer Them?**

If you have further questions after reading this booklet, contact the Agency and discuss your concerns with an Agency representative.

Agency :

Address: Office

Hours:

Telephone No.:

Person to Contact:

### Item #3

Council Endorsement of Councilmember Calderon's  
Appointment to lead an Ad Hoc Committee on  
Gridley COVID-19 Relief Efforts in Cooperation with  
the Butte County Health Department  
(Councilmember Calderon)



## Item #4

Rural Recreation and Tourism Grants Update –  
Verbal Report, Dave Harden



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

**Date:** January 18, 2022  
**To:** Mayor and City Council  
**From:** Cliff Wagner, Administrator  
**Subject:** Real Estate Purchases of 235 Virginia Street

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

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**Recommendation**

City staff respectfully recommends that the City Council:

1. Determine whether the City Council would like to proceed with a contract to have a Phase II Environmental Site Assessment done prior to completion of the property purchase of 235 Virginia Street

**Background**

On February 1, 2021, the Gridley City Council authorized the City Administrator to execute an appraisal of the property located at 235 Virginia Street (APN 010-123-010).

On June 21, 2021, City staff reported the appraisal results of 235 Virginia to Council. The appraisal returned at a market value of \$350,000. Council determined the City Administrator should proceed with a purchase agreement, conditioned upon the successful completion of a Phase 1 Environmental Site Assessment to be conducted by a contracted third party.

The city entered into a contract with Wallace-Kuhl Associates who prepared a Phase 1 Environmental Site Assessment. The document identified the scope of work, in accordance with the executed contract, was limited to record research of potential Recognized Environmental Conditions (REC) at a cost of \$4,000; it was not deficient as to site testing as that was not in the scope of work. The document was provided for review by the City Council on its December 6, 2021 public hearing.

**Discussion**

*City Council Meeting – December 6, 2021*

On December 6, 2021, the City Council discussed status of the purchase of the property at 235 Virginia Street. The City Administrator presented the Phase I Environmental Site Assessment prepared by Wallace Kuhl Associates whereby a recommendation to adopt a resolution to complete the purchase of the property had been proposed.

Councilmember Sanchez described concerns related to the language within the report and stated that it was not a full scope assessment and no site testing had occurred. Additionally, she noted that the city may experience higher insurance costs if purchased without additional testing being done.

The item was opened for public comment. Mr. Pat Coughlin spoke noting that there were significant issues identified within the first 30 pages of the report related to asbestos, lead based paint, pesticide contamination, termiticides, ground water contamination, and the potential of an underground tank on the current city property; the existing Public Works Corporation Yard.

Mayor Johnson requested an idea of an estimate from the City Administrator who described the costs may approximate \$2,000 to \$3,000 for the additional work and environmental testing. Upon the advice of the City Attorney, the Council desired the item come back after the additional testing had been done at the earliest opportunity.

Staff is returning to the City Council with additional information related to the Phase I Environmental Site Assessment, and the requested Phase II proposed Environmental Site Assessment.

#### Phase I Environmental Site Assessment

The purpose of a Phase I Site Assessment is a records search to determine what the historical uses have been on a site, and to determine if there are records related to contaminations and/or recorded clean up of a site (Refer to Page 1-2). The assessment also takes a look at the age of any structures or improvements and evaluates whether elements known as contaminants may exist. This level of assessment does not include any site testing, core analysis or lab work.

Wallace Kuhl Associates determined that records did not reveal Recognized Environmental Conditions resulting from current or former site activities. It did advise that it could not assess:

1. Whether the existing structures contained asbestos material or lead based paints.  
*This was noted as a potential concern due to the age of the structures; the earliest record indicated construction in 1934 and used to present. These are years where asbestos and lead based paints were used.*
2. Conditions below and around the concrete pit location.  
*The Phase I identified the investigation was via records and on-site visual. There was no indication of contamination; however, the size and shape indicated that the use could have been used as a mechanics pit and if the concrete were cracked, there may be infusion into soils. Only by opening the pit, taking a core sample from the concrete and doing soil testing could this question be answered.*
3. Whether termiticides (organochlorine pesticides) had been used in the past around foundations.  
*The building is a metal building with wood trusses. The Phase I notes that organochlorides may have been used for building maintenance to prevent pests/termites from compromising the structure. There was no visual evidence of termite activity.*
4. Whether an underground tank exists on the Public Works Corporation Yard.  
*There is record information (June 1, 1988) that an underground storage tank exists on the site according to the State Water Resources Control Board. Butte County Environmental Health Department could find not records nor were any listed related to violations of the tank. Ross Pippitt, Gridley Public Works Director has been with the City for 23 years and was not aware of a tank on site. There are no groundwater monitoring wells on the site.*

Although these concerns may seem onerous, Wallace Kuhl Associates, reviewed these concerns related to the intended use of the site. The assessment recognized if the site were to have a change in use to a sensitive receptor, e.g. residential occupancy, schools, or hospitals, then additional site investigation should be made to ascertain the conditions of the soil under the concrete. The city has no intention of a change in use. It will use the site as an extension of the existing Corporation Yard. The Phase I further



recommends if any renovations, demolition or ground disturbance activities are anticipated, then, additional testing and site work should be done. As such, the Phase I recommends debris be removed from the site and no additional testing would be warranted at this time.

The Phase I, related to the potential for an underground storage tank on the city site, states:

*The expected use of the site as a corporation yard indicates that there will not be residents on the site, and employees will either work outside or only be present on the site for short periods of time. Therefore, if soil or groundwater has been impacted, it is unlikely to pose a threat to human health while the site is used as a corporation yard.*

#### Phase II Environmental Site Assessment

The city received an estimate to conduct a Phase II Environmental Site Assessment, Attachment 1. At the December 6, 2021 Council meeting it was unknown what the cost would be. Although the Council directed staff to proceed and have the additional work done, the cost is much greater than what was discussed; therefore, an estimate for this service is provided to the Council. The cost of the Phase II Environmental Site Assessment is \$16,600. This is only an estimate and work is billed at time and materials which can result in greater cost.

WKA proposes to perform the soil sampling and reporting activities described herein on a time and expense reimbursement basis in accordance with our current Schedule of Fees, which is attached. WKA estimated the budget for the Scope of Services outlined in this proposal to be **\$16,600** based on a five-business day laboratory turn-around-time. We summarize our budget in the table that is presented on the following page.

**Estimated Project Budget**

<b>Activity</b>	<b>Budget</b>
WKA Labor	\$ 4,400
Lead and Asbestos in Building Material by CIH	\$ 8,000
Lead and Organochlorine Pesticides in Soil Analyses	\$ 1,550
Sump Contents Analyses	\$ 2,200
Reimbursables and Mileage	\$ 450
<b>Estimated Budget</b>	<b>\$16,600</b>

The estimate for site investigation and sampling is 3 weeks, lab work will be approximately 5 days and a final report 3 days after that resulting in a report developed in 4.5-5 weeks. This schedule does not include delays due to inclement weather or lab schedule delays. The proposal is dated December 17, 2021 and conditions may have changed from that date. The City Council has authorized the City Administrator to act on its behalf. The Council can direct the City Administrator to execute the proposal for the work to proceed.

#### **Fiscal Impact**

The purchase of 235 Virginia Street (APN 010-123-010) represent an initial cost of \$350,000, plus closing costs. Additionally, the city has expended \$4,000 for the Phase I Environmental Site Assessment. If the Council requests the Phase II Environmental Assessment be done, an estimated cost of \$16,600 would be added to the total expenditure; the Phase II could result in a higher cost as described above as it is only an estimated cost and billed at actual costs of time and materials. This results in the cost of the property to be an additional \$20,600.

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

This course of action is consistent with the City of Gridley's commitment to achieve maximum efficiency for operations and services.

**Attachments**

1. Phase II Environmental Site Assessment proposal.

December 17, 2021

Ms. Donna Decker  
City of Gridley  
685 Kentucky Street  
Gridley, California 95948  
Email: [ddecker@deslic.net](mailto:ddecker@deslic.net)

*Phase II Environmental Site Assessment Proposal*

**235 VIRGINIA STREET PROPERTY**

Gridley, California  
WKA Proposal No. 3PR21307

Dear Ms. Decker:

Wallace-Kuhl & Associates (WKA) prepared this proposal to describe consulting services to perform a Phase II Environmental Site Assessment (Phase II ESA) for the 235 Virginia Street Property (herein referred to as Site). The Site includes 0.52 acres that are identified by Butte County Assessor's Parcel Number 010-123-010. The Site will be acquired by the City of Gridley.

**Background**

WKA has submitted the report titled, *Phase I Environmental Site Assessment, 235 Virginia Street Property, Gridley, California*, WKA No. 13346.01, dated November 4, 2021 (Phase I ESA Report). The Phase I ESA Report presented recommendations that are listed below and addressed by this proposal.

- Conduct an asbestos-containing building material and lead-based paint survey on the existing structures.
- Collect samples of material in the sump located near the paint storage area.
- Collect soil samples from locations around the existing structures.

The Phase I ESA Report also identified that the Site's historical activities were constrained to light industrial activities, including truck maintenance. Although the historical activities are often supported by the operation of underground storage tanks, the Phase I ESA found no evidence that underground storage tanks ever occupied the Site. WKA then recommended that the City of Gridley evaluate soil around any underground storage tank that may be discovered by future soil disturbing activities and evaluate shallow groundwater if soil contamination is later discovered. This Scope of Services includes no activities and no cost to search for underground storage tanks.

## Scope of Services

This Scope of Services describes activities that respond to the Phase I ESA Report recommendation. These activities are briefly discussed in the following sections. WKA identified recommended sampling procedures for soil adjacent to structures historically present using the Department of Toxic Substances Control (DTSC) *Interim Guidance Evaluation of School Sites with Potential Soil Contamination as a Result of Lead from Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated Biphenyls from Electrical Transformers*, Revised June 9, 2006<sup>1</sup> (Structures Guidance).

## Permits

WKA has reviewed the Butte County soil boring permit requirements and determined that the activities described in this Scope of Services may be conducted without a soil boring permit.

## Health and Safety Plan

WKA will prepare a Site-specific Health and Safety Plan for this project. WKA will mark the proposed sample areas and notify Underground Service Alert (USA) to request a Dig Permit. WKA will begin sampling activities after receiving clearance from the responding utilities, which is expected to be received three business days following our request. This proposal includes no cost for a geophysical survey to search for underground utilities that Underground Service Alert team members do not identify. WKA will request additional budget authorization if the USA response is suspected of having insufficiently verified buried utility locations or if our information discovers buried utilities.

## Asbestos and Lead Containing Building Materials

WKA will coordinate the services of a Certified Industrial Hygienist (CIH) to evaluate building materials for the presence of asbestos and lead. The asbestos survey will require that a maximum of 75 samples be collected from the building material. Each collected sample will be evaluated by a National Voluntary Laboratory Accreditation Program, accredited laboratory for asbestos fibers using EPA Method 600 and polarized light microscopy. The lead survey will be conducted in accordance with the Cal/OSHA Title 8, Section 1532.1, Lead in Construction Standard and the California Department of Public Health, Title 17 guidelines. A maximum of ten samples of paint chips will be collected for analysis by Flame Atomic Absorption Spectrometry to determine the presence of lead. This sampling event will damage the building. Neither WKA

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<sup>1</sup> Interim Guidance: Evaluation of School Sites with Potential Contamination from Lead Based Paint, Termiticides, and Electrical Transformers (DTSC, June 9, 2006).



nor the CIH shall be responsible for repairing the damage, and the City of Gridley shall be solely responsible for those costs.

#### Lead and Organochlorine Pesticides in Soil

WKA will collect soil samples from 12 locations that will be distributed around the foundations of the two existing structures. WKA will use geographic information system (GIS) techniques to identify sample location coordinates and a high-accuracy global positioning system receiver (GPSr) to locate sample coordinates in the field. WKA will use manually operated soil sampling tools to collect soil within the interval between zero and six inches below ground surface (bgs). WKA will clean the soil sampling tools before each use by washing them in a solution of clean water and a surfactant, then rinsing the tools in three baths of clean water. WKA will describe soil according to the Unified Soil Classification System (USCS) and will visually monitor soil for evidence of non-soil materials. The sample collection activity will result in WKA having collected 57 soil samples.

WKA will place each soil sample into a laboratory-provided container that will be sealed using a Teflon™-lined lid. WKA will label each sample container to indicate a unique sample number, sample location, time and date collected, and the sampler's identification. Each container will be preserved in a chilled cooler during transportation, with completed chain-of-custody forms, to California Laboratory Services (CLS), a California State Water Resources Control Board Environmental Laboratory Accreditation Program (ELAP) accredited laboratory.

WKA will request CLS to analyze each of the 12 samples collected for total lead using EPA Method 6020 and organochlorine pesticides using EPA Method 8081. WKA will request CLS to complete the analyses on a five-business-day turnaround for providing laboratory reports.

#### Sump Contents

WKA requests that the City of Gridley provide an operated backhoe or similar equipment to remove and replace the metal plate covering the sump. WKA will visually review the sump contents. WKA will use a bailer or similar device to collect a sample of sludge and liquid residing in the sump. For the purpose of this proposal, WKA has assumed we will collect one sludge and one liquid sample. WKA will submit each of the two samples for analysis of:

- Total petroleum hydrocarbons as gasoline (TPHg) and volatile organic compounds (VOCs) using EPA Method 8260B;
- Total petroleum hydrocarbons as diesel (TPHd) and motor oil (TPHmo) using EPA Method 8015M;
- Polynuclear aromatic compounds (PAHs) using EPA Method 8310;
- Semi-volatile organic compounds using EPA Method 8270B; and,



- California Assessment Manual 17 listed metals (CAM 17 metals) using EPA Method 600/7000 series.

### Report

WKA will prepare a report that will present a brief discussion of field activities, maps illustrating the sampled locations, tables summarizing the laboratory results, and our professional opinions regarding the data. The laboratory data sheets will be included with our report.

### **Compensation**

WKA proposes to perform the soil sampling and reporting activities described herein on a time and expense reimbursement basis in accordance with our current Schedule of Fees, which is attached. WKA estimated the budget for the Scope of Services outlined in this proposal to be **\$16,600** based on a five-business day laboratory turn-around-time. We summarize our budget in the table that is presented on the following page.

**Estimated Project Budget**

<b>Activity</b>	<b>Budget</b>
WKA Labor	\$ 4,400
Lead and Asbestos in Building Material by CIH	\$ 8,000
Lead and Organochlorine Pesticides in Soil Analyses	\$ 1,550
Sump Contents Analyses	\$ 2,200
Reimbursables and Mileage	\$ 450
<b>Estimated Budget</b>	<b>\$16,600</b>

### **Schedule**

WKA estimates this project can be completed within three weeks of receiving written authorization to project. The suite of laboratory analyses will be requested on a five-business day turnaround for providing laboratory reports. We will provide our letter report within four days of receiving laboratory reports.

### **Assumptions**

WKA developed this scope of services and estimated budget using the following assumptions:

- The laboratory is able to meet the requested laboratory turnaround of five business days;
- Access to each sampling location will be provided by the Property Owner;



- Field activities are not delayed by inclement weather or soft soil conditions;
- Soil samples will be collected during normal business hours, Monday through Friday;
- Coring through concrete or asphalt will not be required to collect soil samples; and,
- The sampling interval is free of underground structures and underground utilities.

### **Authorization**

If the Scope of Services described in this proposal is accepted, please sign both copies of the attached Agreement for Geological and Environmental Services and return them to us along with one copy of this letter to serve as our Formal Notice to Proceed.

All services will be provided under the supervision of a California Professional Geologist, in accordance with current state and local guidelines. If unanticipated conditions are encountered, any changes necessary will be mutually agreed upon by WKA and you before implementation. We will perform our services in a manner consistent with the standards of care and skill exercised by members of the environmental profession at the time the services will be performed. Our proposal is valid for 60 days.

### **Closing**

We appreciate the opportunity to assist you with this project. Should you have questions about the above scope of services, or if you need additional information, please do not hesitate to contact me at (916) 372-1434.

Sincerely,

**Wallace - Kuhl & Associates**



Dennis B. Nakamoto, PG, CEG, CHG  
Senior Hydrogeologist

Attachments: Environmental Consulting Agreement  
2021 Schedule of Fees



## AGREEMENT FOR GEOLOGICAL AND ENVIRONMENTAL SERVICES

**THIS AGREEMENT**, effective as of December 17, 2021, is by and between **City of Gridley** (“Client”) and **River City Geoprosessionals, Inc., dba Wallace-Kuhl and Associates** (“WKA”).

**THE PROJECT: 235 VIRGINIA STREET PROPERTY**

**THE PROJECT** is generally described as:

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perform a Phase II Environmental Site Assessment (Phase II ESA) for the 235 Virginia Street Property (herein referred to as Site). The Site includes 0.52 acres that are identified by Butte County Assessor’s Parcel Number 010-123-010. The Site will be acquired by the City of Gridley.

**THIS AGREEMENT** consists of the following documents which are incorporated herein by reference:

- General Conditions for Geological and Environmental Services;
- **WKA’s** Scope of Services Letter (WKA Proposal No. 3PR21307);
- **WKA’s** Schedule of Fees (Exhibit A); and,
- Any documents specifically listed or incorporated by reference in the listed documents.

**WKA** agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

**CLIENT:**

**WKA:**

<b>Signature:</b>		
<b>Print Name:</b>		Dennis Nakamoto, PG, CEG, CHG
<b>Title:</b>		Senior Hydrogeologist
<b>Company:</b>	City of Gridley	River City Geoprosessionals, Inc., dba Wallace-Kuhl and Associates (WKA)
<b>Address:</b>	685 Kentucky Street	3050 Industrial Boulevard
	Gridley, CA 95948	West Sacramento, CA 95691
<b>Date:</b>		



# GENERAL CONDITIONS FOR GEOLOGICAL AND ENVIRONMENTAL SERVICES

## 1. DEFINITIONS

**1.1. Contract Documents.** Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

**1.2. Contractor.** The contractor or contractors retained to construct the Project for which **Wallace-Kuhl and Associates (WKA)** is providing Services under this Agreement.

**1.3. Day(s).** Calendar day(s) unless otherwise stated.

**1.4. Hazardous Materials.** The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

**1.5. Services.** The Services provided by **WKA** as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

**1.6. Work.** The labor, materials, equipment and services required to complete the work described in the Contract Documents.

## 2. SCOPE OF SERVICES

**WKA** will perform the Services set forth in the attached SCOPE OF SERVICES.

**2.1. Changes in Scope.** If **WKA** provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by **WKA** on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

**2.2. Licenses.** **WKA** will procure and maintain business and professional licenses and registrations necessary to provide its Services.

**2.3. Excluded Services.** **WKA's** Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

**2.3.1. General.** Client expressly waives any claim against **WKA** resulting from its failure to perform recommended additional Services that Client has not authorized **WKA** to perform, and any claim that **WKA** failed to perform services that Client instructs **WKA** not to perform.

## 3. PAYMENTS TO WKA

**3.1. Basic Services.** **WKA** will perform all Services set forth in the attached SCOPE OF SERVICES AND SCHEDULE OF FEES for the amount(s) set forth therein.

**3.2. Additional Services.** Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

**3.3. Estimate of Fees.** **WKA** will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by **WKA**. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that **WKA** shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

**3.4. Rates.** Client will pay **WKA** at the rates set forth in the attached SCHEDULE OF FEES.

**3.4.1. Changes to Rates.** Client and **WKA** agree that the SCHEDULE OF FEES is subject to periodic review and amendment, as appropriate to reflect **WKA's** then-current fee structure. **WKA** will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and **WKA** and Client cannot agree upon a new fee structure within 30 days after notice, **WKA** may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

**3.4.2. Prevailing Wages.** Unless Client specifically informs **WKA** in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless **WKA** from and against any liability resulting from a subsequent



determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

**3.5. Payment Timing; Late Charge.** All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law. If the Client is an LLC or LLP, the person signing this agreement shall be personally responsible for payment of all invoices and late fees.

#### 4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

**4.1. Level of Service.** WKA offers different levels of Geotechnical and Environmental Engineering and Construction Special Inspection and Testing Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

**4.2. Standard of Care.** Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, WKA will perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

**4.3. No Warranty.** No warranty, either express or implied, is included or intended by this Agreement.

#### 5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of WKA's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by WKA and that WKA does not warrant or guaranty the accuracy of construction or development cost estimates.

#### 6. CONSTRUCTION PHASE SERVICES

If WKA's SCOPE OF SERVICES includes observation and/or testing during the course of construction, WKA may:

##### 6.1. Construction Observation.

**6.1.1. Site Meetings & Visits.** WKA will participate in job site meetings as requested by Client or Client's designated representative, and, unless otherwise requested by Client, visit the site at times specified in the

SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as WKA deems appropriate to the various stages of construction to observe the conditions encountered by Contractor and the progress and quality of the Work. Based on information obtained during such visits and on such observations, WKA may inform Client of the progress of the Work. Client understands that WKA may not be on site continuously; and, unless expressly agreed otherwise, WKA will not observe all of the Work.

**6.1.2. Contractor's Performance.** WKA does not, and cannot, warrant or guarantee that all of the Work performed by Contractor meets the requirements of WKA's recommendations or the plans and specifications for such Work; nor can WKA be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of WKA.

**6.1.3. Contractor's Responsibilities.** WKA will not supervise, direct or have control over the Work nor will WKA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

**6.1.4. Final Report.** At the conclusion of Construction Phase Services, WKA will provide Client with a written report summarizing the tests and observations, if any, made by WKA.

**6.2. Review of Contractor's Submittals.** If included in the SCOPE OF WORK, WKA will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. WKA will review such submittals solely for general conformance with WKA's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

**6.3. Tests.** Tests performed by WKA on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. WKA's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

#### 7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:



**7.1. Cooperation.** Assist and cooperate with **WKA** in any manner necessary and within its ability to facilitate **WKA's** performance under this Agreement.

**7.2. Representative.** Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

**7.3. Rights of Entry.** Provide access to and/or obtain permission for **WKA** to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. **WKA** will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that **WKA's** operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

**7.4. Relevant Information.** Supply **WKA** with all information and documents in Client's possession or knowledge which are relevant to **WKA's** Services. Client warrants the accuracy of any information supplied by it to **WKA** and acknowledges that **WKA** is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify **WKA** of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

**7.5. Subsurface Structures.** Correctly designate on plans to be furnished to **WKA**, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s) and be responsible for any damage inadvertently caused by **WKA** to any such structure or utility not so designated. **WKA** is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to **WKA**.

## 8. CHANGED CONDITIONS

If **WKA** discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), **WKA** will notify Client in writing of the Changed Conditions. Client and **WKA** agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If **WKA** and Client cannot agree upon amended terms and conditions within 30 days after notice, **WKA** may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

## 9. HAZARDOUS MATERIALS

Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

## 10. CERTIFICATIONS

Client agrees not to require that **WKA** execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) **WKA** believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) **WKA** believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) **WKA** has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by **WKA** is limited to an expression of professional opinion based upon the Services performed by **WKA**, and does not constitute a warranty or guaranty, either express or implied.

## 11. ALLOCATION OF RISK

**11.1. Limitation of Liability.** The total cumulative liability of **WKA**, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "**WKA Entities**"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by **WKA** under this Agreement or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in **WKA's** Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, **WKA** and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in **WKA's** fee, provided that they amend this Agreement in writing as provided in Section 20.

### 11.2. Indemnification.

**11.2.1. Indemnification of Client.** Subject to the provisions and limitations of this Agreement, **WKA** agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by **WKA's** negligent performance of its Services under this Agreement and proportionate the degree of fault of **WKA**.

**11.2.2. Indemnification of WKA.** Client will indemnify and hold harmless **WKA Entities** from and



against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by **WKA's** sole negligence, Client expressly agrees to defend, indemnify and hold harmless **WKA Entities** from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

**11.3. Consequential Damages.** Neither Client nor **WKA** will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

**11.4. Continuing Agreement.** The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If **WKA** provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

## 12. INSURANCE

**12.1. WKA's Insurance.** **WKA** will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$2,000,000 per claim and annual aggregate.

**12.2. Contractor's Insurance.** Client shall require that all Contractors and subcontractors for the Project name **WKA** as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and

to name **WKA** and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

**12.3. Certificates of Insurance.** Upon request, **WKA** and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

## 13. OWNERSHIP AND USE OF DOCUMENTS

**13.1. Client Documents.** All documents provided by Client will remain the property of Client. **WKA** will return all such documents to Client upon request but may retain file copies of such documents.

**13.2. WKA's Documents.** Unless otherwise agreed in writing, all documents and information prepared by **WKA** or obtained by **WKA** from any third party in connection with the performance of Services, including, but not limited to, **WKA's** reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of **WKA**. **WKA** has the right, in its sole discretion, to dispose of or retain the Documents.

**13.3. Use of Documents.** All Documents prepared by **WKA** are solely for use by Client and will not be provided by either party to any other person or entity without **WKA's** prior written consent.

13.3.1. *Use by Client.* Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. *Use by WKA.* **WKA** retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

**13.4. Electronic Media.** **WKA** may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by **WKA** in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, **WKA's** electronic Documents and media will conform to **WKA's** standards. **WKA** will provide any requested electronic Documents for a 30-day acceptance period, and **WKA** will correct any defects reported by Client to **WKA** and provide one round of reasonable editorial revisions during this period. **WKA** makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.





**13.5. Unauthorized Reuse.** No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without **WKA's** express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without **WKA's** express prior written consent. Client waives any and all claims against **WKA** resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless **WKA** from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without **WKA's** prior written consent.

#### 14. SAMPLES AND CUTTINGS

**14.1. Sample Retention.** If **WKA** provides laboratory testing or analytic Services, **WKA** will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

**14.2. Monitoring Wells.** Client will take custody of all monitoring wells and probes installed during any investigation by **WKA** and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

#### 15. RELATIONSHIP OF THE PARTIES

**WKA** will perform Services under this Agreement as an independent contractor.

#### 16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. **WKA** may subcontract for the services of others without obtaining Client's consent if **WKA** deems it necessary or desirable for others to perform certain Services.

#### 17. SUSPENSION AND DELAYS

**17.1. Procedures.** Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by **WKA**. **WKA** may terminate this Agreement if Client suspends **WKA's** Services for more than 60 days and Client will pay **WKA** as set forth under Section 18, "Termination." If Client suspends **WKA's** Services, or if Client or others delay **WKA's** Services,

Client and **WKA** agree to equitably adjust: (1) the time for completion of the Services; and (2) **WKA's** compensation in accordance with **WKA's** then current SCHEDULE OF FEES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by **WKA** for demobilization and subsequent remobilization.

**17.2. Liability.** **WKA** is not liable to Client for any failure to perform or delay in performance due to circumstances beyond **WKA's** control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, pandemics, epidemics, adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

#### 18. TERMINATION

**18.1. Termination for Convenience.** **WKA** and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

**18.2. Termination for Cause.** In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

**18.3. Payment on Termination.** Following termination other than for **WKA's** material breach of this Agreement, Client will pay **WKA** for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with **WKA's** then current SCHEDULE OF FEES.

#### 19. DISPUTES

**19.1. Mediation.** All disputes between **WKA** and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

**19.2. Precondition to Other Action.** No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

**19.3. Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws



of the State of California. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state and county in which the Project is located.

**19.4. Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of **WKA's** Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

## **20. MISCELLANEOUS**

**20.1. Integration and Severability.** This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

**20.2. Modification of this Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

**20.3. Notices.** Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

**20.4. Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

**20.5. Waiver.** The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

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***End of General Conditions***



**EXHIBIT A**  
**WKA Schedule of Fees**



**PROFESSIONAL SERVICES**

**PROFESSIONAL SERVICES**

Principal Engineer / Geologist	\$200.00	per hour
Senior Engineer / Geologist	\$195.00	per hour
Senior Environmental Scientist	\$195.00	per hour
Project Engineer / Geologist	\$160.00	per hour
Project Environmental Scientist	\$160.00	per hour
Senior Staff Engineer / Geologist	\$150.00	per hour
Senior Staff Environmental Scientist	\$150.00	per hour
Staff Engineer / Geologist	\$145.00	per hour
Staff Environmental Scientist	\$145.00	per hour
Senior Environmental Technician	\$120.00	per hour
Senior / Supervising Technician	\$120.00	per hour
Draftsperson / GIS Technician	\$115.00	per hour
Administrative Assistant	\$90.00	per hour

**FIELD INVESTIGATION TESTING**

Seismic Refraction Survey	\$195.00	per hour
Thermal Resistivity Testing	\$195.00	per hour
Electrical Resistivity Survey	\$195.00	per hour
Hand Augering/Sampling - Engineer	\$175.00	per hour
Photoionization Detector	\$195.00	per hour
Rebar Location / GPR	\$320.00	per hour

**LITIGATION**

Data Review/Consultation	\$280.00	per hour
Depositions/Expert Witness Testimony	\$400.00	per hour

**EXPENSES**

Vehicle Charges ( <i>Subject to periodic adjustment due to fuel cost</i> )	\$0.75	per mile
Subsistence	\$75.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	\$25.00	each
Color photography versions	\$35.00	each

**PREMIUM CHARGES**

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays, and over 8 hrs on Saturday	hourly rate plus	75	percent

**SHIFT DIFFERENTIAL**

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.





**FIELD SERVICES**

**CONCRETE & REINFORCING STEEL**

Ball Penetration (Kelly Ball)	\$145.00 /hr.
Batch Plant Inspection	\$115.00 /hr.
CaCl Moisture Emission Test Kit	\$35.00 /kit
CaCl Moisture Emission Testing	\$110.00 /hr.
CLSM/CDF/Slurry Testing	\$110.00 /hr.
Concrete Mix Design Review	\$195.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$115.00 /hr.
Concrete Rebound Number Testing	\$145.00 /hr.
Concrete Trial Batch	\$115.00 /hr.
Floor Flatness Testing	\$145.00 /hr.
High Strength Grout Sampling / Testing	\$115.00 /hr.
Rebar / Post Tension Special Inspection	\$120.00 /hr.
Rebar Location / GPR	\$320.00 /hr.
Rebar Location / Pachometer	\$145.00 /hr.
Rebar Placement Inspection	\$120.00 /hr.
Reinforcing Steel Sampling/Tagging	\$115.00 /hr.
Relative Humidity Testing	\$145.00 /hr.
Shotcrete Special Inspection	\$115.00 /hr.
Transport Cylinders / Samples to Lab	\$115.00 /hr.

**CORING**

Coring (Technician + equipment)	\$145.00 /hr.
Coring (Technician assistant)	\$115.00 /hr.

**POST-INSTALLED ANCHORS**

Concrete Anchor Installation Inspection	\$115.00 /hr.
Concrete Anchor Proof Load Testing	\$145.00 /hr.
Concrete Anchor Torque Testing	\$120.00 /hr.
Suspended Ceiling Inspection / Testing	\$145.00 /hr.

**STRUCTURAL STEEL**

Fireproofing Special Inspection / Testing	\$115.00 /hr.
High Strength Bolt Skidmore Testing	\$145.00 /hr.
High Strength Bolt Special Inspection	\$120.00 /hr.
Material Identification	\$120.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$145.00 /hr.
Tower Certified Special Inspector	\$145.00 /hr.
Welding Special Inspection - Field	\$120.00 /hr.
Welding Special Inspection - Shop	\$115.00 /hr.

**MASONRY**

In-Place Masonry Flatjack Testing	\$175.00 /hr.
In-Place Masonry Shear Testing	\$145.00 /hr.
Masonry Materials Sampling / Testing	\$115.00 /hr.
Masonry Special Inspection	\$115.00 /hr.
Masonry Special Inspection DSA Cert.	\$125.00 /hr.

**SOILS & ASPHALT CONCRETE**

Asphalt Concrete Inspection / Testing	\$120.00 /hr.
Asphalt Concrete Materials Sampling	\$120.00 /hr.
Building Pad Special Inspection / Testing	\$120.00 /hr.
Deep Foundation Inspection	\$120.00 /hr.
Flatwork AB Inspection / Testing	\$120.00 /hr.
Flatwork Subgrade Inspection / Testing	\$120.00 /hr.
Grading Inspection / Testing	\$120.00 /hr.
Hand Augering and Sampling	\$120.00 /hr.
Pavement AB Inspection / Testing	\$120.00 /hr.
Pavement Subgrade Inspection / Testing	\$120.00 /hr.
Proof Rolling Observation	\$120.00 /hr.
Shallow Foundation Inspection	\$120.00 /hr.
Slab Subgrade Soil Moisture Tests	\$120.00 /hr.
Soil / Aggregate Sampling	\$120.00 /hr.
Soil Treatment Testing / Observation	\$120.00 /hr.
Structure Backfill Inspection / Testing	\$120.00 /hr.
Subgrade Stabilization Observation	\$120.00 /hr.
Utility Trench Backfill Testing	\$120.00 /hr.
WKA Drill Rig (including operator)	\$240.00 /hr.
WKA Drill Rig (helper)	\$120.00 /hr.

**SPECIALIZED SERVICES**

Coefficient of Friction Testing	\$150.00 /hr.
Crack Monitoring	**
Epoxy / FRP Installation Inspection	\$115.00 /hr.
Existing Building Evaluation / Demo	\$115.00 /hr.
Existing Building Evaluation / Document	\$115.00 /hr.
Existing Building Evaluation / Repair	\$115.00 /hr.
Field Investigate Support	\$115.00 /hr.
Firestopping Inspection	\$130.00 /hr.
GFRC Inspection / Testing	\$115.00 /hr.
Glulam / Truss Fabrication Inspection	\$125.00 /hr.
Glulam / Truss Inspection Travel	\$90.00 /hr.
Meggar Ground Testing	\$145.00 /hr.
Prestress Framing Installation	\$115.00 /hr.
Proto Wall Inspection / Testing	\$115.00 /hr.
Roofing Inspection	\$115.00 /hr.
Shear Nailing Inspection	\$115.00 /hr.
Soil Elect. Resistivity Testing - Technician	\$150.00 /hr.
Thickness Testing - Coating / Steel	\$145.00 /hr.
Timber Framing / Hardware Inspection	\$115.00 /hr.
Timber-in-Structure Inspection	\$145.00 /hr.
Vapor Barrier Inspection	\$115.00 /hr.
Vibration Monitoring	**

**GENERAL**

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

\* Based on hourly rate of Inspection or Testing scheduled

\*\* Based on Staff Classification

**MINIMUM CHARGES**

A two hour minimum charge will apply to field technician services with the following exceptions:

- Single trip pickup and delivery services, where a one hour minimum will apply.
- Saturday, Sunday and holidays, where a four hour minimum charge will apply.



**LABORATORY SERVICES**

**SOIL**

Atterberg Limits (LL/PI) - Wet Method	ASTM D4318	\$165.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$60.00	each
Compaction Characteristics	ASTM D698	\$270.00	each
Compaction Characteristics	ASTM D1557	\$270.00	each
Compaction Characteristics	CTM 216	\$270.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$500.00	each
Consolidation (additional loads)	ASTM D2435	\$80.00	each
Expansion Index	ASTM D4829	\$200.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$420.00	each
Lime-Treated Unconfined Compression	CTM 373	\$800.00	each
Moisture Content	ASTM D2216	\$40.00	each
Organic Content	ASTM D2974	\$100.00	each
Particle-Size Distribution - Hydrometer	ASTM D7928	\$165.00	each
Particle-Size Distribution - Sieve Analysis	ASTM D6913	\$115.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$320.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$275.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$100.00	each
Specific Gravity of Soils	ASTM D854	\$140.00	each
Thermal Resistivity	ASTM D5334	\$80.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$335.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$260.00	each
Triaxial Compression Test, 3 Pt. Staged - Remolded	ASTM D4767	\$410.00	each
Triaxial Compression Test, 3 Pt. Staged - Undisturbed	ASTM D4767	\$315.00	each
Unconfined Compression Test	ASTM D2166	\$110.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$40.00	each

**AGGREGATE**

Aggregate Unit Weight	ASTM C29	\$60.00	each
Clay Lumps and Friable Particles	ASTM C142	\$160.00	per size
Cleanness Value	CTM 227	\$170.00	each
Correction of Unit Weight & Water Content for Oversize Particles	ASTM D4718	\$120.00	each
Durability Index (Coarse or Fine)	CTM 229	\$170.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$120.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205, AASHTO T335	\$120.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$65.00	each
Resistance "R" Value - Aggregate	CTM 301	\$320.00	each
Sand Equivalent, 1 point	CTM 217, AASHTO T176	\$105.00	each
Sand Equivalent, 3 points	CTM 217, AASHTO T176	\$140.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202, AASHTO T27	\$115.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117, AASHTO T11	\$100.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$170.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$130.00	each

**ASPHALT CONCRETE**

Asphalt Content (Ignition Oven)	CTM 382, AASHTO T308	\$270.00	each
Asphalt Content Correction Factor Development	CTM 382, AASHTO T308	\$520.00	each
Hveem Compacted Unit Weight, 1 point	ASTM D1560/D2726		
	CTM 304/308, AASHTO T166	\$115.00	each
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$360.00	each
Moisture Content of Asphalt Mixtures	CTM 370, AASHTO T329	\$80.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202, AASHTO T30	\$185.00	each
Stabilometer Value, 1 point	CTM 366	\$140.00	each



**LABORATORY SERVICES**

**ASPHALT CONCRETE (continued)**

Theoretical Maximum Density	ASTM D2041, CTM 309, AASHTO T209	\$165.00	each
Thickness of AC Cores	ASTM D3549	\$25.00	each
Unit Weight of AC Cores	CTM 308, AASHTO T166/T275	\$65.00	each

**CONCRETE**

Compression Test, Concrete Cylinder	ASTM C39	\$30.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$27.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$85.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$115.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$45.00	each
Concrete Cylinder Mold		\$7.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$100.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$115.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157, AASHTO T160	\$300.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$85.00	each

**MASONRY**

Brick			
Compression Test	ASTM C67	\$70.00	each
Modulus of Rupture	ASTM C67	\$80.00	each
Absorption	ASTM C67	\$95.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$90.00	each
Absorption & Moisture Content	ASTM C140	\$90.00	each
Linear Drying Shrinkage	ASTM C426	\$225.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$150.00	each
Compression Test, Masonry Grout	ASTM C1019	\$45.00	each
Compression Test, Mortar	ASTM C780/C109	\$40.00	each
Core Shear Test	CBC Section 2105A	\$95.00	each

**STEEL**

Anchor Bolt Tensile Test	ASTM F606	\$115.00	each
Fireproofing Density Test	ASTM E605	\$100.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$95.00	each
Bolt - Proof Load Test	ASTM F606	\$95.00	each
Bolt - Hardness Test	ASTM E18	\$45.00	each
Nut - Proof Load Test	ASTM F606	\$95.00	each
Nut - Hardness Test	ASTM E18	\$45.00	each
Washer - Hardness Test	ASTM E18	\$45.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$400.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$95.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$125.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$50.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$110.00	each
Sizes Larger Than 3/4"	ASTM A370	\$125.00	each
Machining of Test Specimens		cost plus 20%	
Structural Steel Hardness Test	ASTM E18	\$85.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	\$85.00	per test
Welder Qualification Test Inspection		\$95.00	per hour
Welder Qualification Test Record		\$100.00	each

**TESTING SERVICES**

Laboratory Technician		\$100.00	per hour
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**City Council Agenda Item #6**  
Staff Report

<b>Date:</b>	January 18, 2022	<table border="1" style="display: inline-table;"><tr><td style="text-align: center;"><b>X</b></td><td>Regular</td></tr><tr><td></td><td>Special</td></tr><tr><td></td><td>Closed</td></tr><tr><td></td><td>Emergency</td></tr></table>	<b>X</b>	Regular		Special		Closed		Emergency
<b>X</b>	Regular									
	Special									
	Closed									
	Emergency									
<b>To:</b>	Mayor and Councilmembers									
<b>From:</b>	Donna Decker, Planning Department									
<b>Subject:</b>	Ordinance 836-2022: Zoning text amendment to Chapter 17.74, of the Gridley Municipal Code, Performance Standards, to establish the use of generators and allowable noise levels									

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**Recommendation**

Staff respectfully requests the City Council introduce by first reading of title only and adopt Ordinance 836-2022 establishing the use of permanent and temporary stand-by generators and allowable noise levels and find the proposed Ordinance amendment is not a project according to CEQA.

**Discussion**

The city has adopted performance standards related to noise levels within zoning districts. Due to an increase in the use of temporary generators and requests to install permanent generators, staff found these units do not meet the existing noise levels outlined in Chapter 17.74 of the Gridley Municipal Code. Staff recommends the City Council consider the addition of the code language to clarify the use, placement and noise levels for the use of generators during emergencies due to power failure or shut-off due to inclement weather, maintenance, or safety.

On December 15, 2021, the Planning Commission reviewed the proposed text amendment to Chapter 17.74 and recommended the City Council adopt the amendments to the Gridley Municipal Code.

**Fiscal Impact**

There is no fiscal impact to the city by implementing this ordinance.

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

This course of action is consistent with the City of Gridley's commitment to ensure good service to its residents, and to maintain transparency in the planning process.

**Public Notice**

A notice was posted at City Hall, and made available at the Administration public counter, and placed on the city website for review. At the time this report was prepared no comments had been received.

**Environmental Review**

The proposed project is not considered a project pursuant to the California Environmental Quality Act.

**Attachments**

1. Ordinance 836-2022
2. Redline of Chapter 17.74, Performance Standards

**ORDINANCE AMENDING CHAPTER 17.74, PERFORMANCE STANDARDS, SECTION 17.74.030,  
NOISE, IN TITLE 17, ZONING, OF THE GRIDLEY MUNICIPAL CODE (Citywide)**

**WHEREAS**, the City of Gridley received an application to install a permanent standby generator;  
and,

**WHEREAS**, the current Gridley Municipal Code does not allow noise generated by standby  
generators due to the adopted noise decibel levels; and,

**WHEREAS**, the Planning Commission reviewed the proposed amendment to include additional  
language to provide for the use of generators, whether temporary or permanently installed,  
recommending the City Council adopt the amendment to Chapter 17.74; and,

**WHEREAS**, the City Council of the City of Gridley introduced the ordinance on January 18, 2022  
by reading of title only, and further ordains as follows:

SECTION 1: Amend Chapter 17.74, Section 17.74.030 to add additional language and replace Section  
17.74.030, Noise, as follows:

<b>Table 1</b> <b>EXTERIOR NOISE LIMITS</b> <i>(Levels not to be exceeded more than thirty minutes in any hour)</i>				
		<b>Noise Level (dBA)</b> <b>Noise Zone</b> <b>Classification*</b>		
<b>Adjoining Land Use Category</b>	<b>Time Period</b>	<b>R-S zones</b>	<b>All other zones</b>	
One and two family Residential	10 p.m. -- 7 a.m.		40	45
	7 a.m. -- 10 a.m.		50	55
Multiple dwelling Residential Public Space	10 p.m. -- 7 a.m.		45	50
	7 a.m. -- 10 p.m.		55	55
Limited commercial some multiple dwellings	10 p.m. -- 7 a.m.			55
	7 a.m. -- 10 p.m.			60
Commercial	10 p.m. -- 7 a.m.			60
	7 a.m. -- 10 p.m.			65
Light Industrial	Anytime			70
Heavy Industrial	Anytime			75

\* The classification of different areas of the community in terms of environmental noise zones is contained in the Noise Element of the General Plan. Additional area classifications should be used as appropriate to reflect both lower and higher existing ambient levels than those shown. Industrial noise limits are intended primarily for use at the boundary of industrial zones rather than for noise reduction within the zone.

### **17.74.030 Noise.**

A. All noise shall be muffled so as not to be objectionable due to intermittence, beat frequency or shrillness. In no event shall the sound-pressure level of noise radiated continuously from a structure exceed at the lot line the values in Table 1 of this section. The sound level shall be measured with a sound level meter that conforms to specifications published by the American National Standards Institute (ANSI).

#### **B. Permanent and Temporary Standby Power Supply**

##### **A. Definitions:**

1. Permanent standby power supply: A unit that is permanently installed and wired into the electrical panel in such a way as to provide instant standby power in the event of power failure.

2. Temporary standby power supply: A unit that is not permanently installed and is used in the course of a power failure.

B. Generators may be used as an auxiliary power source during periods of emergency when primary service is shut-off due to inclement weather, maintenance, or safety.

a. A minimum of 4" concrete slab shall be provided for the placement/location of the unit.

b. The location on the site shall be no closer than 5 feet from the property lines at the rear and side yard setbacks for all zoning districts. No units are allowed in the front setback area.

c. Exhaust shall be located to face away from any window and door openings a minimum of ten feet from openings.

d. Installation shall meet all requirements and all of the building codes including, but not limited to the California Electric Code, Plumbing Code, Fuel Gas Code, and Flammable and Combustible Liquids Code.

e. Maximum allowable sound levels may be up to 70 decibels. Continuous use shall be in accordance with the manufacturer's installation and use recommendations. Continuous use is allowed only during times of emergency upon power failure or shut-offs as described above and does not include power shut-off due to non-payment of utility costs. Units may be tested in accordance with manufacturer's recommendations but no more than every two months for a period less than 15 minutes in length between the hours of 10 am and 4 pm.

**I HEREBY CERTIFY** that the foregoing text amendments to Title 17 were adopted, and an ordinance was introduced, by first reading of title only, at a regular meeting of the City Council of the City of Gridley, California, held on the 18<sup>th</sup> day of January 2022, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ATTEST:

APPROVE:

---

Cliff Wagner, City Clerk

---

Bruce Johnson, Mayor

APPROVED AS TO FORM:

---

Anthony Galyean, City Attorney



**Chapter 17.74**  
**PERFORMANCE STANDARDS**

**17.74.010 Intent.**

**17.74.020 Vibration.**

**17.74.030 Noise.**

**17.74.040 Air pollution.**

**17.74.050 Odors.**

**17.74.060 Electromagnetic radiation.**

**17.74.070 Fire and explosions.**

**17.74.080 Radioactive materials.**

**17.74.090 Glare and heat.**

**17.74.100 Nonradioactive liquid or solid wastes.**

**17.74.010 Intent.**

The purpose of these regulations is to prevent land or buildings, including permitted uses or conditional uses, from being used or occupied in any manner so as to create any dangerous, injurious, noxious and otherwise objectionable or hazardous condition; noise or vibration; smoke, dust, odor or other form of air pollution; electrical or other disturbance; glare or heat, liquid or solid refuse or wastes or other substance, condition or elements (all referred to in this Chapter as "dangerous or objectionable elements"), in a manner or amount as to adversely affect surrounding areas. Any permitted or conditional uses listed under Chapters 17.08 through 17.34 may be undertaken and maintained if they conform to all district regulations, and specifically if they conform to the limitations set forth in Sections 17.74.020 through 17.74.100 in this Chapter.

(Ord. 823-2016 § 25 (part), 2016)

**17.74.020 Vibration.**

No vibration shall be produced which is transmitted through the ground and is discernible without the aid of instruments at or beyond the lot line nor shall any vibration produced exceed 0.0029 peak measured at or beyond the lot line using either seismic or electronic vibration measuring equipment.

(Ord. 823-2016 § 25 (part), 2016)

**17.74.030 Noise.**

**A.** All noise shall be muffled so as not to be objectionable due to intermittence, beat frequency or shrillness. In no event shall the sound-pressure level of noise radiated continuously from a structure exceed at the lot line the values in Table 1 of this section. The

sound level shall be measured with a sound level meter that conforms to specifications published by the American National Standards Institute (ANSI).

<b>Table 1</b> <b>EXTERIOR NOISE LIMITS</b> <b>(Levels not to be exceeded more than thirty minutes in any hour)</b>				
		<b>Noise Level (dBA)</b> <b>Noise Zone</b> <b>Classification*</b>		
<b>Adjoining Land Use Category</b>	<b>Time Period</b>	<b>R-S zones</b>	<b>All other zones</b>	
One and two family Residential	10 p.m. -- 7 a.m.		40	45
	7 a.m. -- 10 a.m.		50	55
Multiple dwelling Residential Public Space	10 p.m. -- 7 a.m.		45	50
	7 a.m. -- 10 p.m.		55	55
Limited commercial some multiple dwellings	10 p.m. -- 7 a.m.			55
	7 a.m. -- 10 p.m.			60
Commercial	10 p.m. -- 7 a.m.			60
	7 a.m. -- 10 p.m.			65
Light Industrial	Anytime			70
Heavy Industrial	Anytime			75
* The classification of different areas of the community in terms of environmental noise zones is contained in the Noise Element of the General Plan. Additional area classifications should be used as appropriate to reflect both lower and higher existing ambient levels than those shown. Industrial noise limits are intended primarily for use at the boundary of industrial zones rather than for noise reduction within the zone.				

## B. Permanent and Temporary Standby Power Supply

### A. Definitions:

1. Permanent standby power supply: A unit that is permanently installed and wired into the electrical panel in such a way as to provide instant standby power in the event of power failure.

2. Temporary standby power supply: A unit that is not permanently installed and is used in the course of a power failure.
- B. Generators may be used as an auxiliary power source during periods of emergency when primary service is shut-off due to inclement weather, maintenance, or safety.
- A minimum of 4" concrete slab shall be provided for the placement/location of the unit.
  - The location on the site shall be no closer than 5 feet from the property lines at the rear and side yard setbacks for all zoning districts. No units are allowed in the front setback area.
  - Exhaust shall be located to face away from any window and door openings a minimum of ten feet from openings.
  - Installation shall meet all requirements and all of the building codes including, but not limited to the California Electric Code, Plumbing Code, Fuel Gas Code, and Flammable and Combustible Liquids Code.
  - Maximum allowable sound levels may be up to 70 decibels. Continuous use shall be in accordance with the manufacturer's installation and use recommendations. Continuous use is allowed only during times of emergency upon power failure or shut-offs as described above and does not include power shut-off due to non-payment of utility costs. Units may be tested in accordance with manufacturer's recommendations but no more than every two months for a period less than 15 minutes in length between the hours of 10 am and 4 pm.

(Ord. 823-2016 § 25 (part), 2016)

**17.74.040 Air pollution.**

A. Visible Emissions. There shall not be discharged into the atmosphere from any source any air pollutant in excess of the Federal, State, or County limitations. This shall include emissions of air pollutants of such opacity as to obscure an observer's view to a degree equal to or greater than the visible emission described in this section. Visible emissions of any kind at ground level are prohibited past the lot line of the property on which the source of the emissions is located. No emission shall exceed No. 1 on the Ringelmann Chart, or as directed by the currently adopted measurement standard.

B. Materials Handling. No person shall cause or permit any materials to be handled, transported, or stored in a manner which allows or may allow particulate matter to become airborne and all transported materials shall be covered.

C. Particulate Matter. There shall not be discharged into the atmosphere any particulate matter in excess of the quantities allowed under the Butte County Air Quality Management Plan.

(Ord. 823-2016 § 25 (part), 2016)

**17.74.050 Odors.**

Any condition or operation which results in the creation of odors of such intensity and character as to be detrimental to the health and welfare of the public, or which interferes

unreasonably with the comfort of the public, shall be removed, stopped, or so modified as to eliminate the odor including the recreational or medical use of any drug, prescribed or not.

(Ord. 823-2016 § 25 (part), 2016)

**17.74.060 Electromagnetic radiation.**

The following standards shall apply:

A. General. It is unlawful to operate, or cause to be operated, any planned or intentional source of electromagnetic radiation for such purposes as communication, experimentation, entertainment, broadcasting, heating, navigation, therapy, vehicle velocity measurement, weather survey, aircraft detection, topographical survey, personal pleasure, or any other use which does not comply with the current regulations of the Federal Communications Commission. Further, the operation in compliance with the Federal Communications Commission regulations is unlawful if such radiation causes an abnormal degradation in performance of other electromagnetic radiators or electromagnetic receptors of quality and proper design because of proximity, primary field, blanketing, spurious re-radiation, harmonic content, modulation or energy conducted by power or telephone lines. The determination of "abnormal degradation in performance" and with good engineering practices is defined in the latest principles and standards of the American Institute of Electrical Engineers, the Institute of Radio Engineers, and the Electronic Industries Association. In case of any conflict between the latest standards and principles of the above groups, the following precedence in the interpretation of the standards and principles shall apply:

1. American Institute of Electrical Engineers.
2. Institute of Radio Engineers.
3. Electronic Industries Association.

It is unlawful for any person, firm or corporation to operate or cause to be operated, maintain or cause to be maintained, any planned or intentional sources of electromagnetic energy, with a radiated power in excess of one thousand watts.

B. Electromagnetic Interference. For the purpose of these regulations, "electromagnetic interference" shall be by the use of electrical equipment other than planned and intentional sources of electromagnetic energy which interfere with the proper operation of electromagnetic receptors of quality and proper design. It is unlawful to operate or to cause to be operated any source of electromagnetic interference, by the radiation or transmission from which it is detectable beyond the lot line of the property on which the source is located.

(Ord. 823-2016 § 25 (part), 2016)

**17.74.070 Fire and explosions.**

All activities and all storage of flammable and explosive materials at any point shall be provided with adequate safety and firefighting devices, in accordance with the Fire Prevention

Codes of the City, the County and the State. Storage of compressed gasses in all zoning designations shall be in accordance with the safety measures commonly used.

(Ord. 823-2016 § 25 (part), 2016)

**17.74.080 Radioactive materials.**

The handling of radioactive materials, the discharge of such materials into the air and water, and the disposal of radioactive wastes shall comply with the Nuclear Regulatory Commission as set forth in Title 10, Chapter One, Part 20, Standards for Protection Against Radiation, as amended, and all applicable regulations of the State.

(Ord. 823-2016 § 25 (part), 2016)

**17.74.090 Glare and heat.**

No direct or sky-reflected glare, whether from floodlights or from high temperature processes such as combustion or welding or otherwise, so as to be visible at the lot line shall be permitted. These regulations shall not apply to signs or floodlighting of parking areas otherwise permitted by this Title. There shall be no emission or transmission of heat or heated air so as to be discernible at the lot line.

(Ord. 823-2016 § 25 (part), 2016)

**17.74.100 Non-radioactive liquid or solid wastes.**

There shall be no discharge into any public or private sewage disposal system or into the ground, of any liquid or solid materials except in accordance with the regulations of the County Health Department and the Regional Water Quality Control Board.



## City Council Agenda Item #7

### Staff Report

**Date:** January 18, 2022

**To:** Mayor and City Council

**From:** Elisa Arteaga, Finance Director

**Subject:** Resolution No. 2022-R-003: A Resolution of The Gridley City Council Authorizing the Purchase of a Utility Mobile Collection System Upgrade and Appropriating Supplemental Funds

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

---

#### Recommendation

Staff respectfully requests the City Council consider and approve the purchase of the new proposed mobile collection system for the amount not to exceed \$21,248.72 by the approval of Resolution No. 2022-R-003.

#### Background

As part of the monthly utility billing process, utility technicians drive through the city retrieving meter readings by use of an Itron radio mobile collection system. The system is comprised of one mobile collector unit and one handheld radio device. The handheld radio device is also utilized for the retrieval of individual meter readings that were not picked up during the normal reading process, daily service requests for new and closing service orders.

The system is regularly monitored and occasionally shipped for routine service maintenance, replacement of equipment parts and available software upgrades. In November, finance staff contacted Itron representatives to receive a handheld radio loaner prior to shipping the city's existing unit as part of routine maintenance. Finance staff was informed a loaner would be shipped but was also alerted by Itron representatives that the city's existing handheld radio replacement parts are no longer being manufactured. Since the city's original purchase of existing equipment (2010), there have been two new mobile collection system upgrades available by Itron. Although the existing handheld can be repaired with current stock parts on shelves, if the repair requires a part that is no longer in stock, the unit will not be repaired. The City's current mobile collection system will eventually become obsolete. Upon this notification staff immediately arranged for meetings between metering representatives, finance staff and electric department personnel. After discussions and available options were considered, cost estimates were requested for the best option suited for the city's needs. The new equipment is an upgrade model including two handheld devices that can be used simultaneously by water and electric personnel.

#### Financial Impact

The purchase of this utility equipment was an unforeseen expense and as a result was not included in the 21/22 budget. Therefore, a supplemental appropriation must be authorized for the purchase of this equipment by City Council.

#### Attachments

- Resolution No. 2022-R-003
- Mobile Collection System Quote

**A RESOLUTION OF THE GRIDLEY CITY COUNCIL AUTHORIZING THE PURCHASE OF A UTILITY  
MOBILE COLLECTION SYSTEM UPGRADE AND APPROPRIATING SUPPLEMENTAL FUNDS**

**WHEREAS**, the City of Gridley has utilized a mobile collection system for the collection of meter readings for both electric and water enterprise fund operations; and

**WHEREAS**, the City of Gridley desires to obtain a new mobile collections system upgrade to replacement the existing unit due to age and lack of availability of replacement parts for future repairs; and

**WHEREAS**, the City Council has approved the purchase for replacement of the existing mobile system; and

**WHEREAS**, the Electric Director has identified the upgrade suitable for existing operations and accommodate future potential growth; and

**WHEREAS**, the City has adequate equipment reserve funds designated for equipment replacements to fully pay for a mobile collection system.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Gridley to approve the supplemental appropriation from Equipment Reserves from accounts 060-4600-56300 (\$11,809.45) and 060-4630-56300 (\$9,468.97) for a total sum of \$21,278.42.

**I HEREBY CERTIFY** that the foregoing resolution was duly introduced and passed at a regular meeting of the City Council of the City of Gridley held on the 18<sup>th</sup> of January 2022, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ATTEST:

APPROVE:

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Cliff Wagner, City Clerk

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Bruce Johnson, Mayor





## Meter, Valve & Control

1499 SUNNYBROOK RD  
ALAMO, CA 94507

## Quote

Date	Quote #
12/20/2021	SO-003028

Name / Address
CITY OF GRIDLEY 685 KENTUCKY STREET GRIDLEY CA 95948  jcox@gridley.ca.us

Ship to
CITY OF GRIDLEY  685 KENTUCKY STREET GRIDLEY CA 95948

Reference	Payment Terms	FOB	Lead Time
ITRON MOBILE SUBSCRIPTION, MC4Core DRIVE-BY AMR EQUIPMENT, ITRON MOBILE RADIO	NET 30		

Item	Description	Qty	Cost	Comment	Amount
WME-IMA-SETUP-FEE	ITRON MOBILE APPLICATION (IMA) SETUP FEE	1	250.00		250.00
WME-IMA D/P-FF-SUB-ED	IMA DRIVEBY PLUS, 5001-10000 ENDPOINTS, SUBSCRIPTION, INCLUDES WALK-BY	1	1,680.00	ANNUAL FEE	1,680.00
ME-IMR-2	ITRON MOBILE RADIO 2, PROVIDED WITH USB CABLE AND CHARGER	2	2,199.75		4,399.50
ME-IMR-CLIP	ITRON MOBILE RADIO/WALK BY READER CARRY ACCESSORY, INCLUDING SHOULDER AND BELT CLIP	2	89.25		178.50
WME-MC4Core with FZ-G1 Tablet	MC4Core - Mobile Collection System with FZ-G1 Toughpad Tablet, Includes Mounting Kit, Wiring Kit, and Dock Mounting	1	13,332.00		13,332.00

Prices are firm for 30 days, subject to change without notice after 30 days. Returns are subject to a 30% restocking charge and must be in good condition and in original packaging for MV&C evaluation.	<b>Subtotal</b>	19,840.00
	<b>Tax</b>	1,438.42
	<b>Total</b>	<b>21,278.42</b>

Phone #	Fax #	Sales Representative	Website
877-566-3837	(925) 407-2903	Chris Henrich	www.mvandc.com

Quote Memo: REV 1
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**City Council Agenda Item #8**  
Staff Report

**Date:** January 18, 2022  
**To:** Mayor and City Council  
**From:** Rodney Harr, Chief of Police  
**Subject:** Resolution No. 2022-R-004: A Resolution of The City of Gridley Adopting a Lease Agreement Contract Between the City of Gridley and Motorola Solutions Incorporated for The Purchase of CJIS Compliant Radio System

---

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

**Recommendation**

Staff respectfully requests the City Council authorize the replacement of the current non-California Justice Information System (CJIS) compliant GPD handheld and Dispatch Console radios with a complete CJIS complaint radio system from Motorola Solutions Incorporated by approval of Resolution No. 2022-R-004.

**Background**

On December 20, 2021, I, Chief Rodney Harr, proposed a contractual agreement for the purchase of a CJIS complaint radio system. This system would replace the non-compliant system. Due to the large upfront costs associated with this purchase, with the suggestion of staff, the City Council requested additional information regarding the potential of a multi-year contract with Motorola towards this purchase to reduce the upfront costs.

With the direction of the City Council, staff contacted Motorola representatives and negotiated a potential multi-year contract for the purchase of the equipment. As for the yearly Lifecycle Sustainment Services, there would be additional yearly monetary commitment for Lifecycle Sustainment Services for Maintenance of the radio system. The following are the costs associated with this agreement.

**Equipment costs:**

Three (3) MCC7500E Dispatch System/Consolettes	\$383,528.00
Twenty-five (25) handheld APX 8000 portables	
This price includes a discount of \$94,529.00 for	
Butte County Law Enforcement Agencies	

**Training/Programming/Installation costs:**

Training/Programming/Installation	\$236,867.00
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Equipment/Training/Installation/Programming Services      \$620,395.00  
Pre-tax

Estimated Tax on Equipment      \$27,806.00

**Total upfront costs equipment expenditures**      \$648,201.00  
**for CJIS compliance**

The proposed agreement with Motorola would amortize the upfront equipment costs for periods from three (3) to seven (7) years as referenced below.

	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>	<b>Option 4</b>
<b><i>Lease Term</i></b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>	<b>7 Years</b>
<b><i>Payment Type</i></b>	Annually Arrears	Annually Arrears	Annually Arrears	Annually Arrears
<b><i>Lease Rate</i></b>	2.95%	2.97%	2.99%	3.19%
<b><i>Lease Factor</i></b>	0.353464	0.269096	0.218550	0.161943
<b><i>Payment</i></b>	\$229,751.60	\$174,912.40	\$142,057.50	\$105,262.95
<b><i>Payment Commencement</i></b>	First payment due one year after contract execution	First payment due one year after contract execution	First payment due one year after contract execution	First payment due one year after contract execution

**Additional Yearly Maintenance through 2027**      \$227,186.11  
**For software and hardware**

The yearly Lifecycle Sustainment Services proposal would be similarly structured ranging in a yearly monetary commitment. This type of contractual agreement would be a favorable choice by reducing the upfront costs associated with the initial purchase and maintenance.

<b><i>Service</i></b>	<b><i>2022</i></b>	<b><i>2023</i></b>	<b><i>2024</i></b>	<b><i>2025</i></b>	<b><i>2026</i></b>	<b><i>2027</i></b>	<b><i>Total</i></b>
<b><i>Preventive Maintenance- Level- 1</i></b>	18,857.43	19,423.25	20,005.25	20,605.62	21,244.14	21,861.53	121,978.02
<b><i>Other Services per agreement</i></b>	17,401.33	17,452.57	17,505.36	17,559.72	17,615.72	17,673.40	105,208.09
<b><i>Annual Payment</i></b>	36,258.85	36,875.82	37,511.30	38,165.34	38,839.86	39,594.32	227,186.11

The total yearly contractual costs would range from \$266,010.85 with Option 1 to \$141,521.80 with Option 4. These costs would be for the first year of the contract and would increase as noted yearly in the referenced charts and lease rates annually.

**Fiscal Impact**

Funding for this project would be provided through the Capitol Improvement Project Funding

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

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

**Attachments**

1. Resolution 2022-R-004 from City Council authorizing the execution of the Lease
2. Motorola Gridley Finance Proposal
3. Motorola Solutions Incorporated Quote, Section 9, Pages 73 and 74 (Pricing)

**A RESOLUTION OF THE CITY OF GRIDLEY ADOPTING A LEASE AGREEMENT CONTRACT BETWEEN THE  
CITY OF GRIDLEY AND MOTOROLA SOLUTIONS INCORPORATED FOR THE PURCHASE OF CJIS  
COMPLIANT RADIO SYSTEM**

**WHEREAS**, the Lease Agreement is entered into by and between the City of Gridley ("Lessee") by, and through and with the authorization of Motorola Solutions Incorporated ("Lessor"); and

**WHEREAS**, the Police Department requires mobile radio communications to provide service to the Community and the State of California; and

**WHEREAS**, the Police Departments current mobile radios are obsolete and do not meet State of California, Department of Justice encryption standards; and

**WHEREAS**, the Police Department requires new mobile radios to provide essential emergency services to the City of Gridley, regional partners, and the State of California; and

**WHEREAS**, the Police Departments essential need for mobile and dispatch radios can be addressed by securing a lease agreement with Motorola Solutions for radios, equipment, and associated services; and

**WHEREAS**, the funding for the lease for the new mobile and dispatch console radios will be funded by the Capital Improvement Program (CIP) with annual payments outlined in the Motorola Solutions Incorporated, Communication System Financing Proposal, dated January 9, 2022.

**WHEREAS**, the funding for the Lifecycle Sustainment Services for the new mobile radios and dispatch console radios will be funded by the Capital Improvement Program (CIP) with annual payments outlined in the Motorola Solutions Incorporated quote dated November 30, 2021.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Gridley that the City Administrator is authorized to sign, including any amendments to, the lease agreement with Motorola Solutions Incorporated, for radios and necessary radio equipment to support the Police Department radio systems identified as Public Safety Radios over the entire term of the lease agreement, with seven annual payments estimated at \$144,00.00 which includes all equipment as proposed by the Motorola Solutions Incorporated equipment proposal and Life Sustainment Services proposal.

**BE IT FURTHER RESOLVED** that the City Administrator is authorized to approve and/or waive City of Gridley's specific provisions which would preclude the execution of the lease, upon review by the City of Gridley's Attorney's Office.

**I HEREBY CERTIFY** that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on the 18<sup>th</sup> day of January 2022 by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ATTEST:

APPROVE:

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Cliff Wagner, City Clerk

---

Bruce Johnson, Mayor



**Date:** January 9, 2022

**To:** Gridley  
Attn: Tyson Pardee  
2055 Lincoln St.  
Oroville, CA 95762

**Re:** Communications System Financing Proposal

Motorola Solutions, Inc. is pleased to submit the following proposal for the financing of your Motorola communications equipment in accordance with the terms and conditions outlined below:

**Transaction Type:** Municipal Lease Purchase Agreement (Tax-exempt)

**Lessor:** Motorola Solutions, Inc. (or its Assignee)

**Lessee:** Gridley

**Total Transaction Value:** \$ 650,000.00

**Down Payment:** \$ 0.00

**Balance to Finance:** \$

**Equipment:** (As per the Motorola Solutions equipment proposal.)

**Title:** Title to the equipment will vest with the Lessee.

**Insurance:** Lessee will be responsible to insure the equipment as outlined in the lease contract.

**Taxes:** Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	Option 1	Option 2	Option 3	Option 4
<b>Lease Term</b>	3 Years	4 Years	5 Years	7 Years
<b>Payment Type</b>	Annually Arrears	Annually Arrears	Annually Arrears	Annually Arrears
<b>Lease Rate</b>	2.95%	2.97%	2.99%	3.19%
<b>Lease Factor</b>	0.353464	0.269096	0.218550	0.161943
<b>Payment</b>	\$229,751.60	\$174,912.40	\$142,057.50	\$105,262.95
<b>Payment Commencement</b>	First payment due one year after contract execution	First payment due one year after contract execution	First payment due one year after contract execution	First payment due one year after contract execution

**Expiration:** The above lease rates and factors are valid for all leases commenced by 2/8/2022. After this date the rate will be reset to reflect current market conditions.

**Program Highlights:** Terms up to seven years can be structured for Municipal Lease Purchase Agreement (Tax-exempt).  
One hundred percent (100%) of a project's acquisition cost can be financed.  
Payment frequency can be matched to meet your cash flow and budget requirements.  
No pre-payment penalties.  
Future equipment upgrades can easily be accommodated via add-on lease schedules, restructuring already existing deals, etc.



**Qualifications:**

Receipt of a properly executed documentation package.  
Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

**Documentation:**

Municipal Equipment Lease Purchase Agreement  
Opinion of Counsel  
Schedule A/Equipment List  
Schedule B/Amortization Schedule  
8038G  
UCC-1  
Certificate of Incumbency  
Statement of Essential Use/Source of Funds  
Evidence of Insurance or Statement of Self Insurance  
Resolution from governing body authorizing the execution of the Lease  
Delivery & Acceptance Certificate

Please feel free to contact me if there are any questions, or if an alternate structuring is required.

Regards,  
Chris Chamberlain  
Sr. Account Executive  
+1 (916) 500-8537

SECTION 9

# PRICING

## 9.1 GRIDLEY P.D. MCC 7500E CONSOLES

Motorola's pricing is based on the equipment list and services for the system designed for the Gridley P.D. The Statement of Work (SOW) describes the work to be performed for the installation, optimization, and testing of the system and the equipment list provides the equipment necessary for this project.

Below pricing includes: (2) MCC 7500E Consoles, Training and 1<sup>st</sup> Year Warranty.

Description	Cost
MCC7500E Console Equipment, 1 CAM, 3 Consolettes,	\$478,057
Equipment Discount	-\$94,529
Discounted Equipment Subtotal	\$383,528
System Integration (SI) & Services	\$236,867
<b>MCC 7500E Console Equipment and Services before Tax</b>	<b>\$620,395</b>
Estimated Tax on Equipment (7.25%)	\$27,806
<b>Total City of Gridley MCC 7500E Console Sale Price</b>	<b>\$648,201</b>

## 9.2 LIFECYCLE SUSTAINMENT SERVICES

Below pricing is Maintenance Pricing through 2027 on the Gridley MCC 7500E Consoles:

Service	2022	2023	2024	2025	2026	2027	Total
Technical Support							
Dispatch Service							
Onsite - Regular - Local Dispatch							
Preventive Maintenance Level 1	18,857.53	19,423.25	20,005.95	20,605.62	21,224.14	21,861.53	\$121,978.02
Infrastructure Repair w/Advanced Replacement							
SUA II - SMA							
SUA II - Hardware							
SUA II - Field Labor							
SUA II - UO Labor	17,401.33	17,452.57	17,505.36	17,559.72	17,615.72	17,673.40	\$105,208.09
SUA II - Implementation Training							
Security Update Service							
Remote Security Update Service Management							
<b>Total LifeCycle Services</b>	<b>36,258.85</b>	<b>36,875.82</b>	<b>37,511.30</b>	<b>38,165.34</b>	<b>38,839.86</b>	<b>39,534.92</b>	<b>\$227,186.11</b>



## 9.3 GRIDLEY P.D. MCC 7500E CONSOLES PAYMENT TERMS

Except for a payment that is due on the Effective Date, the City of Gridley will make payments to Motorola within thirty (30) days after the date of each invoice. The City of Gridley will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 30% of the Contract Price for mobilization due at Contract Execution (Effective Date);
2. 25% of the Contract Price upon shipment of equipment;
3. 25% of the Contract Price upon installation of equipment;
4. 20% of the Contract Price upon System Acceptance or start of Beneficial Use and Final Acceptance, whichever occurs first.

Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

## 9.4 LIFECYCLE SUSTAINMENT PAYMENT TERMS

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

