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

Monday, October 21, 2019; 6:00 pm Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

**CALL TO ORDER - Mayor Johnson** 

**ROLL CALL** - Recording Secretary

**PLEDGE OF ALLEGIANCE – Councilmember Borges** 

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

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

- 1. City Council minutes dated October 7, 2019
- 2. Consideration and Approval of Temporary Residential Housing Incentive Program #2
- 3. Consideration and Approval of revision to the City's FY 2019-2020 Budget to add back the position of Senior Accounting Technician
- 4. Approval of Electric Maintenance Services Outsourcing Agreement
- 5. Approval of Resolution No. 2019-R-029: A Resolution of The Gridley City Council Certifying and Adopting the Final CEQA Plus Initial Study and Mitigated Negative Declaration Report (Sch#2019079100) And the Mitigation Monitoring and Reporting Program for The Little Ave Lift Station and Force Main Replacement Project, Dated September 2019
- 6. Approval of Resolution No. 2019-R-030: A Resolution of The City of Gridley Certifying and Adopting the Draft CEQA Plus Initial Study and Mitigated

Negative Declaration Report (Sch# 2019079099) And the Mitigation Monitoring and Reporting Program for The Waterline Replacement Project, Dated June 2019

7. Authorization of Gridley Infiltration and Inflow Study

### **PUBLIC HEARING - None**

### ITEMS FOR COUNCIL CONSIDERATION

- 8. Approval of a revision to the City's Master Fee Schedule by adding a new DG Rate for Electric Service with Distributed Generation
- Consideration and Approve the long-term Funding of the new City Council Quality
   Streets Initiative

**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):

Removal of Fluoridation from Water System	11/4/2019
Tentative Map - Eagle Meadows South	11/18/2019
Police Department Digital Radio System	11/18/2019
Award of Electric Department Building Addition	12/2/2019
IT Contract with Oroville	12/2/2019
Cancel January 7 <sup>th</sup> City Council Meeting (Due to Christmas Week)	12/16/2019
Administrator Appointment	1/21/2020
Garbage Services RFP Approval	1/21/2020
Grant Writer	2/3/2020
Police Service Agreement	2/3/2020
Audit Approval	3/16/2020
Annual Budget FY 20-21 Introduction	4/6/2020

### **CLOSED SESSION**

10. Public Employment (GC: 54957 (b)(1)) – Position: City Administrator

**ADJOURNMENT** – adjourning to the next regularly scheduled meeting on Monday, November 4, 2019

**NOTE 1**: **POSTING OF AGENDA**- This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., October 18, 2019, in accordance with Government Code Section 54954.2. This agenda along with all attachments is available for public viewing online at <a href="https://www.gridley.ca.us">www.gridley.ca.us</a> 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 – DRAFT City Council Meeting Minutes**

Monday, October 7, 2019; 6:00 pm Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

### **CALL TO ORDER**

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

### **ROLL CALL**

### Councilmembers

Present: Johnson, Borges, Torres, Williams

Absent: Crye
Arriving after roll call: None

**Staff present:** Paul Eckert, City Administrator

Tony Galyean, City Attorney Ken Lowe, Division Chief Daryl Dye, Utilities Director

Al Byers, Police Chief

Donna Decker, Planning Consultant

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Borges

#### INVOCATION

The invocation was provided by Dale Leishman

### **PROCLAMATIONS**

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

The Proclamation was read and presented by Mayor Johnson. It was accepted by Lynne Spencer, Cathy Mills and Zachary Torres of the Chamber of Commerce.

Domestic Violence Awareness Month, October 2019

The Proclamation was read and presented by Mayor Johnson and accepted by Anastacia Snyder, Executive Director for Catalyst. Ms. Snyder thanked Council and reviewed upcoming events by Catalyst.

#### COMMUNITY PARTICIPATION FORUM

Diana Ramirez, Public Sector Manager for Waste Management, provided results from the Free Dump Day hosted by Waste Management with the City of Gridley. She thanked all the volunteers for their assistance. Ms. Ramirez also shared that Waste Management recently purchased a pig from a Gridley FFA student at the Butte County Fair. The meat was donated to the HOPE Center in Oroville.

Dale Leishman addressed Council asking them to consider placing on the agenda for consideration his request to have his property included in the City's Sphere of Influence.

Division Chief Ken Lowe spoke regarding the Public Safety Power Shutoff being carried out by PG&E. The Cities of Gridley and Biggs will not be affected by the shutoff.

Brian Clark, representing Gridley Little League, addressed Council first expressing appreciation for the work that's already been accomplished at the fields but also asking to open a dialogue where future desired changes could be discussed.

Seeing no one else present wishing to speak, the forum was closed.

#### CONSENT AGENDA

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

Motion to approve the consent agenda by Councilmember Borges, seconded by Vice Mayor Williams

**ROLL CALL VOTE** 

Ayes: Johnson, Borges, Torres, Williams

Motion passed, 4-0

### ITEMS FOR COUNCIL CONSIDERATION

5. Acceptance of US Department of Homeland Security SAFER Grant Award

Chief Lowe highlighted that the award will be used to fund the salary and benefits for two firefighter positions for three years. He also announced that the waiver request was accepted

which means the City will have NO matching fund requirement, whereas they were prepared to pay a match of 25% of the salary and only receive funding for one firefighter position.

Motion to accept the SAFER Grant Award by Councilmember Torres, seconded by Vice Mayor Williams

**ROLL CALL VOTE** 

Ayes: Johnson, Borges, Torres, Williams

Motion passed, 4-0

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

Planning Consultant Donna Decker briefly reviewed the history of the project. The public hearing was held at the last Council meeting, so the recommendation is that Council find the project categorically exempt and adopt the three resolutions.

Councilmember Borges expressed concern regarding the deferred improvement agreement, stating that Heron Landing and Eagle meadows had to complete the improvements.

Patrick Coghlan of 852 Idaho Street expressed his concern regarding safety and a need for a traffic study prior to moving forward. He provided written comments that will be included with the hard copy agenda file.

After much discussion, motion to approve staff recommendations and Resolutions 2019-R-025, 26 and 27 by Vice Mayor Williams, seconded by Mayor Johnson

**ROLL CALL VOTE** 

Ayes: Torres, Johnson, Williams

**Noes: Borges** 

Motion passed, 3-1

7. Adoption of the Notice of Determination of the Environmental Documents Little Ave Lift Station and Force Main Project

Motion to adopt the Notice of Determination made by Councilman Torres, seconded by Councilman Borges

### **ROLL CALL VOTE**

Ayes: Williams, Torres, Borges, Johnson

Motion passed, 4-0

8. Adoption of the Notice of Determination of the Environmental Documents Waterline Replacement Project

Motion to adopt the Notice of Determination by Vice Mayor Williams, seconded by Councilman Borges

### **ROLL CALL VOTE**

Ayes: Borges, Johnson, Torres, Williams

Motion passed, 4-0

### CITY STAFF AND COUNCIL COMMITTEE REPORTS

Councilmember Torres reported on the success of the 14-mile Yard Sale.

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

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

### **CLOSED SESSION**

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

### **ADJOURNMENT**

Council went into closed session at 7:45 p.m. and came out at 7:55 p.m. with no reportable action. With no items for further discussion, Council adjourned to the next regularly scheduled meeting on October 21.

Paul Eckert, City Clerk

### City Council Agenda Item #2 Staff Report

**Date:** October 21, 2019

To: Mayor and City Council

**From:** Paul Eckert, City Administrator/Finance Director

Subject: Consideration and Approval of Temporary Residential Housing Incentive Program #2

Χ	Regular
	Special
	Closed
	Emergency

#### Recommendation

City staff respectfully requests that the City Council consider adoption of the attached Resolution No. 2019-R-028 that supports implementation of the Temporary Residential Housing Incentive Program #2 (TRHIP#2). The proposed Program is recommended to address the lingering and significant economic challenges of the 2008 National Financial Crisis. The Resolution authorizes the City Administrator to execute a program similar to the attached Temporary Residential Housing Incentive Program.

### **Background**

This item was previously discussed at the October 7, 2019 City Council. The item has been placed on the Consent Agenda due to having been previously discussed publicly and having no substantive changes.

The City Council adopted the Temporary Residential Housing Incentive Program #1 at the August 6, 2018 Council meeting. Prior to that adoption the City Council previously received and reviewed a summary comparison of the City of Gridley's Development Impact Fees, including comparisons of nearby communities. The City's Development Impact Fee (DIF) rates were adopted on February 20, 2007, utilizing a study from January, 2007 and further revised in 2011. The Study included models established to collect costs of future projects based upon various master plans, reports, and studies.

The Temporary Residential Housing Incentive Program #1 was very successful. The Program included a limited number of 45 permits with only 15 permits being available for any individual developer. If a Certificate of Occupancy is issued on or before December 31, 2021, the owner will receive the 75% reduction of impact fees including separate Sewer, Water, Electric, Police, Fire, Parks, and Streets on residential units within the Gridley City Boundary. The Program does not affect the Gridley Unified School District Impact fee. Two developers have now used or reserved their allotment of 15 permits.

The impact will be as follows on the average home or Equivalent Dwelling Unit:

Total Current Impact Fees	Total Proposed Temporary Fees
\$29,234.55	\$7,308.64

The new proposed Temporary Residential Housing Incentive Program #2 (TRHIP#2) will include an increase per developer allotment to 30 Units. A total of 150 permits will be issued through the Program through December 31, 2022 with only 30 permits being available for any individual developer. If a Certificate of Occupancy is issued on or before December 31, 2022, the owner will receive the 75% reduction. Failure to receive a Certificate of Occupancy prior to January 1, 2023, will result in the requirement to pay 100% of the City of Gridley DIF's, regardless of when the project began. After December 31, 2022, or sooner if the 150 permits are exhausted, a review by City Council may be performed to determine if any extension of the TRHIP Program is desired.

Staff has conducted a study of various incentive policies/Programs used by other California cities. In October, 2013 the Governor signed AB562, which established regulations outlining the offering of economic development incentives by cities. The proposed Program documents were formulated to comply with AB562 and reflect the "Best Practices" throughout the State.

While some areas of the City's economy have been recovering from the last recession, residential housing has continued to develop more slowly than pre-recession periods. The more limited construction of new residential, be it single or multi-family, combined with a resale market impacted by underwater mortgages and lagging home values, has created adverse economic impact.

Councilmembers and members of our community have consistently encouraged the City to pursue a temporary Program to incentivize residential construction in an attempt to address adverse economic issues. The goal of any temporary reduction in fees would be to stimulate the creation of new housing and create opportunities for new and varied levels of housing inventory throughout the City; to generate jobs in the construction industry; and ultimately increase local spending by homeowners who are outfitting their new homes.

### **Fiscal Impact**

In any residential project, there are direct and indirect economic impacts. Direct economic impacts for the City represent fees and property tax revenue increases.

Indirect impacts are more difficult to measure, so the City reviewed a 2010 study *Analysis of the Fiscal and Economic Effects of New Housing Construction in California* which was prepared for The California Housing Finance Agency. In the study, which was performed during the housing downturn, the authors estimated the total economic impact of a single family residential home is approximately \$421,696 in the larger Bay Area. This figure incorporates not only construction material and jobs, but ancillary spending like moving companies and sales of furnishings and other items which occur when someone moves into a new home. The following chart illustrates the estimated economic impact of the Program using the economic impact information. The Gridley area cost of a home, using averages of \$165 sq. feet and an average size of 1,800 sq. feet, results in average home value of \$297,000.

### 150 Permits Issued with 75% Discount

Temporary Residential Housing Incentive Program Analysis	Costs	Revenues
Est. total one-time cost of 75% TRHIP Discount Offered by City (Total of 150)	\$3,288,887	
Est. total one-time revenues from 25% DIF Received by City (Total of 150)		\$1,096,296
Est. total new Annual County-wide Property Tax on 150 Permits (Assumes average values of \$297,000). Gridley's Allocation is approximately 30%.		\$445,500

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

Temporary reduction of the City's Development Impact Fees to encourage increased economic development is consistent with the City Council's commitment to enhance and expand quality of life opportunities and grow Gridley pride and quality.

#### Attachment

- 1. Resolution No. 2019-R-028
- 2. City of Gridley Temporary Residential Housing Incentive Program #2

## RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A TEMPORARY RESIDENTIAL HOUSING INCENTIVE PROGRAM #2

WHEREAS, Government Code Section 66000 et seq., known as the Mitigation Fee Act (AB 1600), authorizes local agencies to collect fees to mitigate impacts of new development for infrastructure improvements; and

**WHEREAS**, the City Council has adopted ordinances and resolutions establishing and revising City of Gridley Impact Fees required to be paid at the time a building permit is issued for new development; and

**WHEREAS**, due to the economic downturn over the past decade, the pace of residential housing development has declined dramatically; and

**WHEREAS**, a balance of residential housing is essential in attracting and retaining quality employers and maintaining a high quality of life; and

**WHEREAS**, a Temporary Residential Housing Incentive Program will stimulate the local economy and provide jobs.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Gridley does hereby authorize the City Administrator to execute a Temporary Residential Housing Incentive Program similar to the Program outlined at the October 21, 2019, City Council meeting effective immediately upon adoption of this Resolution.

I HEREBY CERTIFY that the foregoing resolution was duly passed and adopted by the City Council of the City of Gridley at a regular meeting thereof, held on the 21<sup>st</sup> day of October, 2019, by the following vote:

Paul Eckert,	City Clerk	Bruce Johnson, Mayor	
ATTEST:		APPROVE:	
ABSTAIN:	COUNCIL MEMBERS		
ABSENT:	COUNCIL MEMBERS		
NOES:	COUNCIL MEMBERS		
AYES:	COUNCIL MEMBERS		

### **City of Gridley**

Temporary Residential Housing Incentive Program #2

October 21, 2019

#### CITY OF GRIDLEY TEMPORARY RESIDENTIAL HOUSING INCENTIVE PROGRAM #2

October 21, 2019

### **INTRODUCTION AND DEFINITIONS**

### **Introduction**

Historically, the City of Gridley has enjoyed a reasonably strong housing market. However, the Great Recession coupled with the implementation of new Development Impact Fees has reduced new housing opportunities in Gridley. As a result, the City has developed the Temporary Residential Housing Incentive Program (TRHIP). The TRHIP is designed to stimulate private sector investment in the Gridley Housing Market with the goal of prudently growing our population, tax income, and job growth that are essential to maintaining a high quality of life for residents and businesses. The TRHIP impacts City of Gridley Impact Fees on residential units only. Fees under the jurisdiction of other agencies, including the Gridley Unified School District, are not associated with this Program

### **Findings Required**

It is not the intent of this Program to divert funds from other communities. In compliance with Government Code sections 53084 and 53084.5, such incentives may not be offered to businesses that relocate their business from another city to Gridley. The Program is also not intended to be used to relocate a business from one location to another within the City.

When applying any such efforts, the City must determine that the incentive is not a gift of public funds, and specific findings must be made. Therefore, the City Council must find that the incentives under this Program will advance the public welfare and provide adequate consideration in return to the City as follows:

- 1. The long-term net financial benefit to the public will exceed the value of the incentives provided;
- 2. The residential projects will provide a direct public benefit through the generation of property, sales tax, and impact fees or other benefits to the City;
- 3. The incentives represent a partial return of revenues or fees that will be realized once the project is completed, such that the incentives will not impact the City's current General Fund balance as the incentives will be based on future, additional revenues to the General Fund.

### **Definitions**

*Eligible Applicant* means an applicant who meets the eligibility requirements for a particular Program and excluding any business that would trigger the requirements of Government Code sections 53084 and 53084.5.

*Direct Public Benefits* means benefits to the City and community which justify an incentive under this Program.

### TEMPORARY RESIDENTIAL HOUSING INCENTIVE PROGRAM

### **Purpose**

While some areas of the City's economy have been recovering from the last recession, residential housing has continued to develop more slowly than pre-recession periods. The more limited construction of new residential, be it single or multi-family, combined with a resale market impacted by underwater mortgages and lagging home values, has created adverse economic impact. The lack of available quality and appealing housing in the City is inciting employees of current or potential businesses to purchase or rent homes in adjoining communities, negatively impacting the City's overall economy.

The City's Impact Fee structure has not reflected the needs of the current adverse marketplace and as a result there is little financial ability for the housing market to experience significant growth. City Councilmembers and area property owners have recommended the City pursue a temporary program to stimulate residential construction in an attempt to address these adverse economic issues. The current City Impact Fees per Equivalent Dwelling Unit (EDU) are as follows:

Account	Impact Fees	EDU	Temp. EDU
660-3641	Sewer Development Impact Fee	\$10,970.00	\$2,742.50
650-3641	Sewer Collection Fee	\$1,750.00	\$437.50
650-3641	Sewer Connection Fee	\$1,850.00	\$462.50
640-3641	Water Development Impact Fee	\$2,325.00	\$581.25
630-3641	Water Collection/Distribution	\$746.01	\$186.50
630-3641	Water Connection Fee	\$1,955.54	\$488.89
020-3641	Park Fee	\$3,659.00	\$914.75
020-3641	641 Streets and Road Fees		\$365.25
020-3641	Police	\$119.00	\$29.75
020-3641	Fire	\$1,601.00	\$400.25
620-3641	Electric	\$998.00	\$249.50
	\$998 up to 200 Amps		
	\$1996 up to 400 Amps		
620-3641	Electric Distribution Fee	\$900.00	\$225.00
600-3641	Electric Connection Fee	\$900.00	\$225.00
	Total	\$29,234.55	\$7308.64

The goal of any temporary reduction in fees would be to incentivize the creation of new housing and create opportunities for new and varied levels of housing inventory throughout the City; to generate jobs in the construction industry; and ultimately increase local spending by new homeowners who are outfitting their new homes.

### **Proposed Program**

This Temporary Residential Housing Incentive Program (TRHIP) incentive program has been developed to address existing residential housing market challenges. The Program offers a 75% reduction to the City of Gridley's Impact Fees that include separate Sewer, Water, Electric, Police, Fire, Parks, and Streets Development Impact Fees (DIF's). The Program will include a limited number of participants. A total of 150 permits will be issued through the Program through December 31, 2022. Only 30 permits would be available for any individual developer.

If a Certificate of Occupancy for a residential unit is issued between September 3, 2019 and on or before December 31, 2022, the owner will receive the 75% reduction. Failure to receive a Certificate of Occupancy prior to January 1, 2023 will result in the requirement to pay 100% of the City of Gridley Development Impact Fees, regardless of when the project began.

### **Financial Impact**

In any residential project, there are direct and indirect economic impacts. Direct economic impacts for the City represent fees and property tax revenue increases.

Indirect impacts are more difficult to measure, so the City reviewed a 2010 study *Analysis of the Fiscal and Economic Effects of New Housing Construction in California* which was prepared for The California Housing Finance Agency. In the study, which was performed during the housing downturn, the authors estimated the total economic impact of a single family residential home is approximately \$421,696 was in the larger Bay Area. This figure incorporates not only construction material and jobs, but ancillary spending like moving companies and sales of furnishings and other items which occur when someone moves into a new home. The following chart illustrates the estimated economic impact of the 30 permit Program using the economic impact information. The Gridley area cost of a home, using averages of \$165 sq. feet and an average size of 1,800 sq. feet, results in average home value of \$297,000.

### 150 Permits Issued with 75% Discount

Temporary Residential Housing Incentive Program Analysis	Costs	Revenues
Est. total one-time cost of 75% TRHIP Discount Offered by City (Total of 150)	\$3,288,887	
Est. total one-time revenues from 25% DIF Received by City (Total of 150)		\$1,096,296
Est. total new Annual County-wide Property Tax on 150 Permits (Assumes average values of \$297,000). Gridley's Allocation is approximately 30%		\$445,500

#### Reporting

The City Council will receive annual reports describing the activity in the Program and its overall financial impacts. During the 5-year payback period, the City Council will receive annual reports on the funding activity and the economic impact of the Program.

### **City Council Agenda Item #3**

Staff Report

Regular Special

Closed

Emergency

**Date:** October 21, 2019

To: Mayor and City Council

From: Paul Eckert, City Administrator/Finance Director

**Subject:** Consideration and Approval of revision to the City's FY 2019-2020 Budget to add

back the position of Senior Accounting Technician.

### Recommendation

City staff respectfully requests that the City Council consider and approve revising the City's FY 2019-2020 Budget to add back the position of Senior Accounting Technician at an approximate cost of \$7,644.

### **Background**

The City of Gridley maintains an Operating Budget and Position Classification Plan. The Council recently authorized the reclassification of the Finance Business Service Supervisor position to the Assistant Finance Director position. The final element of the Finance reorganization is the addition of the Senior Accounting Technician position and the elimination of the limited-term position of Administrative Technician II. This final change will allow for spreading of the technical accounting responsibilities to better comply with audit requirements.

### **Fiscal Impact**

Recent reorganization efforts resulted in a savings of approximately \$120,000 during FY 2019-20. This change will result in an annual cost of approximately \$7,644

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

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

Attachment - None

### City Council Agenda Item #4

Staff Report

**Date:** October 21, 2019

To: Mayor and City Council

X	Regular
	Special
	Closed
	Emergency

From: Electric/Public Works Director Daryl Dye and City Administrator/Finance Director

Paul Eckert

**Subject:** Approval of Electric Maintenance Services Outsourcing Agreement

### Recommendation

City staff respectfully requests that the City Council consider and approve the attached Outsourcing Agreement for Electric Maintenance Services.

### **Background**

The City of Gridley Electric Department has historically provided Electric Maintenance Services to the City of Biggs. The current three-year agreement expires in October 2020. The City of Gridley is committed to providing the Agreement to Biggs officials as early as possible to allow time for them to budget for the cost of services and/or consider alternatives.

**Fiscal Impact** – The proposed agreement results in recovery of costs associated with outsourcing electric maintenance services to the City of Biggs.

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

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

**Attachment** – Agreement

### ELECTRICAL SERVICES MAINTENANCE AGREEMENT BETWEEN THE CITY OF GRIDLEY AND CITY OF BIGGS

THIS ELECTRICAL SERVICES MAINTENANCE AGREEMENT (hereafter "AGREEMENT") is entered into by and between THE CITY OF GRIDLEY, a municipal corporation in the State of California, County of Butte (hereinafter GRIDLEY) and THE CITY OF BIGGS, a municipal corporation in the State of California, County of Butte, (hereinafter BIGGS) which such cities shall hereinafter collectively be referred to as the "Parties".

Subject to the prior approval of this Agreement by each of the Parties' city councils, this Agreement shall become effective on October 1, 2020.

### RECITALS

**BIGGS** owns and operates a municipal electrical utility service for the benefit of the residents and businesses both within its incorporated areas and within its spheres of influence.

**GRIDLEY** owns and operates a municipal electrical utility service for the benefit of the residents and businesses both within its incorporated areas and within its spheres of influence.

Historically, since 1994 **BIGGS** has contracted with **GRIDLEY** for purposes of securing maintenance services and upkeep upon **BIGGS**' municipal electrical utility.

The **PARTIES** agree that the continuation of the relationship between the cities for purposes of providing maintenance services to **BIGGS** for its electrical service utility under this new Agreement is within the best interests of each of the **PARTIES**, their respective citizens, rate payers and residents. The terms of the **PARTIES** previous and historical agreements are of no further force or effect and that **PARTIES** desire that the terms and conditions under which **GRIDLEY** will provide maintenance services to **BIGGS** for its electrical service utility during the effective term of this Agreement commencing October 1, 2020 shall be controlled by this Agreement only.

In consideration of the mutual covenants contained herein and for other good and valuable consideration, **THE PARTIES** agree as follows:

### SECTION 1 Incorporation of Recitals

The foregoing Recitals are not merely recitals, but are contractual in nature and are incorporated herein.

### SECTION 2 Services Provided by the City of Gridley

**GRIDLEY** electrical personnel will supply services to **BIGGS** to consist of electrical system maintenance as defined and limited in **Exhibit "A"** attached hereto which such exhibit is incorporated herein by this reference. No services aside from those specifically listed shall be provided.

The electrical system maintenance services provided by **GRIDLEY** shall include the shared use of personnel consisting of an electrical superintendent, electrical supervisor and electrical line workers and **GRIDLEY** equipment consisting of a boom truck, bucket trucks, underground service vehicle, the utility vehicles, cable trainer and underground cable trailer. **GRIDLEY**, in its sole discretion determines when and in what fashion the foregoing resources shall be utilized to perform services pursuant to this Agreement.

**BIGGS** may desire to utilize **GRIDLEY's** distribution labor services for capital improvement projects outside the scope of this Agreement to **BIGGS'** benefit and/or to take advantage of the State Constitution provision allowing electric utilities to build their own infrastructure avoiding the competitive bidding process. Such future services, if any, shall be handled under separate agreements and are not to be considered as maintenance services under this Agreement.

Any improvement projects within the City of **BIGGS** which require the modification or relocation of electrical system infrastructure must be arranged in advance and scheduled to meet the overall needs of both cities in providing services. Specifically, any **BIGGS** improvement project (such as street improvements, water main projects, curb, gutter and sidewalk projects, etc.) which require the modification or relocation of electrical system facilities in **BIGGS** must not be scheduled to occur (to the extent that **GRIDLEY** personnel and equipment will be involved) unless advance written approval is obtained from the **GRIDLEY** electrical superintendent prior to scheduling such improvement projects in order that scheduling conflicts may be avoided to the greatest extent possible.

Payment on any engineering plan, design or other planning costs associated with improvement for the City of **BIGGS** (whether performed by the City of **GRIDLEY** or by a third-party contracted by the City of **GRIDLEY**) shall be the sole responsibility of **BIGGS**.

Terms of payment for additional work performed by **GRIDLEY** for the benefit of a **BIGGS** project shall be in accordance with Section 7, regarding reimbursement and payment of costs not covered by this Agreement. Any costs incurred by **BIGGS** directly with third parties for expansion or improvement projects for the distribution, transmission or substation system of **BIGGS** are the sole responsibility of **BIGGS**.

### SECTION 3 Control of Employees

It is specifically understood between **THE PARTIES** that **GRIDLEY's** employees authorized and used in the pursuit of the provisions of this Agreement are employees of **GRIDLEY** and as such are subject to the control and under the direction of **GRIDLEY** in the performance of duty and in accordance with this Agreement. The rendering of such service, the standards of performance, the discipline of employees and matters incident to the performance of such services and the control of personnel so employed shall remain under the direct control of **GRIDLEY**.

### SECTION 4 Immunities

For the purposes of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, **GRIDLEY**, its officers, agents and employees engaged in performing any such services or functions as described in this Agreement, shall have the immunities that they would enjoy were they officers or employees of **BIGGS**, provided the services are within the scope of this Agreement and are municipal functions.

### SECTION 5 Liability and Indemnity

**GRIDLEY**, its officers and employees shall not be responsible for nor deemed to assume any liability for any intentional or negligent acts of **BIGGS** or any officer, employee or agent thereof, nor for any dangerous or defective condition within **BIGGS**' city limits or geographical sphere of influence (including without limitation any dangerous condition of electrical lines and trees or other structures adjacent thereto). **BIGGS** shall hold **GRIDLEY** and its officers and employees harmless from such matters and shall defend **GRIDLEY** and its officers and employees against any claim predicated upon a dangerous condition of public property or for any intentional or negligent act of the **BIGGS** or any officer, employee or agent thereof for any injury or damages resulting.

In addition, **BIGGS** shall indemnify and hold harmless **GRIDLEY**, its officers, officials, employees and volunteers from and against any claims, damages, losses, expenses, including attorney fees, expert witness and/or consultant fees and costs which in any way arise out of allegations that electromotive forces (EMF) and/or the transmission of electricity has caused damage to any person (whether it be personal injury, property damage, or otherwise). The defense and indemnity of such claims shall be the sole and exclusive responsibility of **BIGGS** under this Agreement irrespective of whether it is contended that the action of **GRIDLEY**, pursuant to this Agreement, caused or contributed to such claims.

In addition to the foregoing, **BIGGS** shall indemnify, defend and save **GRIDLEY** and its agents, officers and employees harmless from and against any and all active and passive liability,

claims, suits, actions, damages and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of **BIGGS**, its officers, employees or agents pursuant to this Agreement or on account of the performance or character of the services of **BIGGS** performed or neglected to be performed under this Agreement, unforeseen difficulties, accidents, occurrences or other cause and from and against all costs, attorney fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgment or decrees which may be entered therein. In addition, the indemnity and hold harmless provisions stated above shall also be given by **BIGGS** to **GRIDLEY** with respect to any passive negligence on the part of **GRIDLEY**, its agents, officers and employees with respect to **GRIDLEY**'s performance under this Agreement.

GRIDLEY, its officers, agents and employees shall not be answerable, responsible for or accountable in any manner for the loss or damage arising out of activities of the BIGGS electrical department prior to the effective date of this Agreement. BIGGS shall indemnify and save harmless GRIDLEY, its officers, agents and employees from all suits, claims or actions of every name, kind and description, brought for, or on account of any loss by any person or damage to property arising out of conduct of the BIGGS electrical department prior to the effective date of this Agreement. The duty of BIGGS to indemnify and save harmless as set forth in this Paragraph shall include the duty to defend. The claims, losses and liabilities hereinabove referred to shall include attorney fees.

GRIDLEY shall indemnify, defend and save BIGGS, its agents, officers and employees harmless from and against any and all active negligence on its part for liability, claims, suits, actions, damages and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property in connection with the activities of GRIDLEY, its officers. employees or agents pursuant to this Agreement or on account of the performance or character of the services of GRIDLEY performed or neglected to be performed under this Agreement, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, attorney fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

Notwithstanding the foregoing, both **BIGGS** and **GRIDLEY** shall be responsible for all liability predicated upon the workers' compensation system for each of its own employees. By way of example, should a person regularly employed by **GRIDLEY** be performing work on behalf of **BIGGS** pursuant to this Agreement and as a result thereof become entitled to worker's compensation benefits, **GRIDLEY** shall remain solely responsible for such claim. Likewise, should a person regularly employed by **BIGGS** be working temporarily at the direction of **GRIDLEY** with respect to the performance of this Agreement and in the course thereof become entitled to a claim under the worker's compensation system, **BIGGS** shall remain solely responsible for such claim.

The indemnity and hold harmless provisions contained herein are binding upon the parties hereto without regard to whether or not insurance coverage is available for the acts and/or conditions for which indemnity has been provided pursuant to this Agreement. The indemnity and hold harmless provisions contained herein shall survive the termination of this Agreement as concerns any occurrence giving rise to the need for such defense, indemnification and hold harmless assurance which occurs during the effective time period covered by this Agreement.

### SECTION 6 Duration and Termination

The effective term of this Agreement shall be no more than THIRTY-SIX (36) MONTHS commencing October 1, 2020 and ending on September 30, 2023.

Notwithstanding the stated 36 month term of this Agreement, either party may terminate this Agreement earlier at any point during said 36 months by giving 6 months advanced written notice of such Party's intention to withdrawal from this Agreement (hereinafter "Early Termination Notice") to the other party. In the event a Party exercises its right to an early termination by tendering an Early Termination Notice to the other party, this Agreement will effectively be terminated 6 months after the date of said Early Termination Notice. (For Example: If **BIGGS** were to deliver an Early Termination Notice to **GRIDLEY** dated February 19, 2021, then this Agreement would be terminated effective August 19, 2021.)

This Agreement will **not** renew nor continue on a month-to-month basis beyond September 30, 2023. **GRIDLEY** shall have no further obligations to **BIGGS** to provide electrical utility maintenance services to **BIGGS** under this Agreement beyond September 30, 2023. **GRIDLEY** is under no obligation to give any further notice under this Agreement that it will not provide maintenance services under this Agreement beyond September 30, 2023.

As concerns any possible future maintenance services to be provided by **GRIDLEY** to **BIGGS** on or after October 1, 2023, such services will have to be the subject of a new agreement mutually negotiated and approved by such cities in advance. The absence of any such new agreement will correspondingly result in a cessation of electrical maintenance services upon the termination of this Agreement whether by expiration on September 30, 2023 or by such earlier date as may result from a party's exercising of early termination of this Agreement as discussed herein.

### SECTION 7 Costs for Operation and Maintenance

Commencing October 1, 2020, and continuing monthly thereafter during the term of this Agreement, **BIGGS** shall pay to **GRIDLEY** the amounts due per month according to the following schedule and amounts:

```
(YEAR 1) October 1, 2020 - September 30, 2021, $36,886.00 per month; (YEAR 2) October 1, 2021 - September 30, 2022, $38,105.00 per month; (YEAR 3) October 1, 2022 - September 30, 2023, $39,385.00 per month
```

as payment for the maintenance services which **GRIDLEY** provides under the terms of this Agreement.

In addition to the monthly payments specified above, **BIGGS** shall reimburse **GRIDLEY** for any services, supplied equipment or other items not covered by this Agreement. For any and all **BIGGS**' projects requiring a deposit, **GRIDLEY** shall invoice for the actual costs of the project, including preparation of the cost estimate upon completion of the project and the invoice will reflect any previously paid deposit as a credit against the actual costs. **BIGGS** shall pay such invoices within fifteen (15) days of receipt.

### SECTION 8 Requests for Service

Requests by **BIGGS** for work to be performed pursuant to this Agreement shall be scheduled in a reasonable fashion, consistent with the nature of the work requested, and the overall work to be performed by **GRIDLEY** electrical personnel. **BIGGS** shall give reasonable advance notice for all work requests. Save and except for in emergency or disaster relief scenarios, any requests by **BIGGS** for the modification or relocation of electrical system infrastructure must be requested, in writing, at least one hundred eighty (180) days prior to the modification and/or relocation of electrical distribution facilities. **GRIDLEY**'S electrical superintendent may, in his discretion, allow for a shorter notification time or may insist on a longer notification time, depending upon the scope of the project in question. (For example, a large subdivision). **BIGGS** shall plan its projects so that review by **GRIDLEY** can occur at the earliest possible time (for example, during the planning phase) so there is adequate time to address the impact that such requested work will have on the existing **BIGGS** system and the ability of **GRIDLEY** to accomplish the requested work in a timely and cost effective fashion.

In determining when and in what manner work orders shall be processed, **GRIDLEY** shall have the discretion to determine both the timing and manner of accomplishment of work pursuant to this Agreement.

**BIGGS** designates its City Administrator as its contact for dealing with issues which arise concerning this Agreement. **GRIDLEY** shall be able to rely solely upon this person (unless and until **BIGGS** designates, in writing, a new person to serve as its contact) when dealing with administrative matters concerning this Agreement.

### SECTION 9 Overtime/Call-Out Costs

The **GRIDLEY** electrical department is sized in a fashion that it can currently handle an oncall rotation in anticipation of unforeseen issues that present themselves in the ordinary course of business. Cooperation between **BIGGS** and **GRIDLEY** allows the electrical department to be staffed adequately so that on-call staffing is effective. Ordinary call-outs are budgeted so that they do not have to be tracked individually. Notwithstanding the foregoing, if a call-out is required due to negligence of any person occurring within the territorial jurisdiction of **BIGGS**, **GRIDLEY** will be reimbursed pursuant to this Agreement for the cost of such call-out and **BIGGS**, in turn, may bill their customer or other responsible person to collect the costs so incurred. Likewise, when a call out is occasioned by negligence occurring within the territorial jurisdiction of **GRIDLEY** and cannot be handled by the budgeted call-out system, **GRIDLEY** will absorb the cost of such call-out, directly and, likewise, may bill their customer and pursue collection of any responsible parties.

Accordingly, **BIGGS** shall be responsible for over-time/call-out costs, in addition to those payments specified in Section 7, above, which occur in **BIGGS** due to the negligence of a person, firm or entity in **BIGGS**. For example, if a resident in **GRIDLEY** causes call-out costs in **GRIDLEY** (such as someone warned not to trim trees near lines over the weekend, but does so anyway and breaks a distribution line) the overtime and additional costs for such a situation shall be borne by **GRIDLEY**. If a similar situation occurs in **BIGGS**, **BIGGS** shall pay for such overtime/call-out costs. **BIGGS** shall be invoiced for such costs and shall pay such invoice within fifteen (15) days of presentation.

### SECTION 10 Notice

Any notices given with reference to this Agreement shall be made either by personal delivery or United States mail, first-class postage prepaid, addressed as follows:

### TO GRIDLEY:

CITY OF GRIDLEY Attn. City Administrator 685 Kentucky Street Gridley, CA 95948

### TO BIGGS:

CITY OF BIGGS Attn: City Administrator PO Box 307 Biggs, CA 95917

### SECTION 11 Effective Dates of Agreement

Subject to the prior approval and adoption by resolution of this Agreement by the Parties' respective City Councils, the Effective Date of this Agreement shall be from and after October 1, 2020 until either the expiration or early termination of this Agreement.

### **SECTION 12 No Third Party Beneficiaries**

This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of any third party or parties, nor shall any third party have any right or action hereunder for any cause, whatsoever.

### SECTION 13 Miscellaneous Provisions

**THIS AGREEMENT** contains all the terms and conditions between the parties with respect to electrical system maintenance services. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.

In the event of any dispute arising out of this Agreement, the prevailing party in any such adjudicated legal action, lawsuit or arbitration as the case may be shall be entitled to an award of its reasonable attorneys fees and actual legal costs incurred in such dispute.

THIS AGREEMENT may not be modified, except in writing signed by THE PARTIES.

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, THE CITY OF GRIDLEY and THE CITY OF BIGGS by Resolution duly adopted by the respective City Councils have caused this Agreement to be signed by their mayors and attested by their City Clerks.

Dated:	
	CITY OF BIGGS
	BY:
ATTEST:	
CITY CLERK	
Dated:	
	CITY OF GRIDLEY
	BY:
ATTEST:	
CITY CLERK	<del>-</del> }

### Exhibit A

### City of Gridley Maintenance Agreement

### Description of the City of Biggs Electrical System

The City of Biggs Electrical System is described as any Material, Hardware, Conductor, Conduit, Support Structure, or Apparatus owned by the City of Biggs used in the delivery of electrical power to a Biggs utility customer starting at the PG&E 60kv transmission connection known as "Switch 15" located on Dakota Avenue in the City of Biggs and ending at the Biggs Utility Customers Weather Head connection point or the Biggs Commercial Panel connection point.

### Description of the Maintenance Provided to the City of Biggs Electrical System

To the best of their ability, the City of Gridley Electrical Department will provide maintenance to
the City of Biggs Electrical System including the Repair, Replacement, or Adjustment of any
Material, Hardware, Conductor, Conduit, Support Structure, or Apparatus as listed in the
attached "Covered Services for the Maintenance of The City of Biggs Distribution System" list, in
accordance with, but not limited to the Regulations of the California Public Utilities Commission
contained in General Order 95 and General Order 165 in the normal operation of the City of
Biggs Electrical System.

### The Following Items are not considered part of Maintenance provided to Biggs

- Tree trimming around 60kv, 12kv, and Secondary Conductors
- Northern California Joint Pole Association Documentation
- Engineering Services
- Equipment Rental
- Metering Services (save and except as detailed in the "Covered Services for the Maintenance of the City of Biggs Distribution System list, attached hereto)
- · Sets and Shut offs of services
- Disconnection of Services at the pole
- After Hours and Overtime Charges
- Material
- Capital improvement Projects
- Disposal of Materials/Fluids
- Testing of Materials/Fluids
- Hazmat clean-up

### Covered Services for the Maintenance of The City of Biggs Distribution System.

Item

Service

### Poles

Replacement Visibility strips Pole numbering Mud seals as needed Down guys

Span guys Sidewalk guys Pole guys

G.O. 165 service

Access to Gridley stock

### 12 kv Distribution system Overhead

Arm replacement Heavy and light arms Conductor repair/replacement

Insulator repair/replacement

Dead-end insulator installation

Dead-end wedge clamp installation

Transformer installation

Fused cut-outs installation

Fuse replacement

Lighting arrestor installation

Ground rod installations

Air switch installation

**Underground Service Alerts** 

Fault locator installation/service

Trouble shooting

Inspections

G.O.95 services

Access to Gridley Stock

Capacitor installation/service

### 12 kv underground system

Pad mount transformer installation

Conductor installation

Conduit installation

Dip feed pole installation

Riser pole installation

Transformer pad installation

pad mount terminations

Pole terminations

Fault locator installation/service

Underground Service Alerts

Trouble-shooting
primary box installation
primary switch installation
Primary pedestal installation
Inspections
G.O. 125 services
Temporary disconnection services
Access to Gridley stock
Installation inspections

### Secondary system overhead

Service drop installations
Secondary rack installations
stand off bracket installation
House attachments
Trouble shoot customer complaints
Conductor sizing
Ground rod installation
G.O. 95 services
Inspections
Access to Gridley stock

### Secondary system underground

Conductor installation
Conductor sizing
Transformer connections
Sweet hart installations
Trouble shooting
Pull box installation
Ground rod installation
Inspections
G.O. 125 services
Underground Service Alerts
Dip pole installation
Riser pole installation
Access to Gridley stock
Installation inspections

### Street Lights

Installation
Repair/Replacement
Customer Service request
Underground Service Alerts,
Inspections
Access to Gridley stock
Installation inspections

### Substation

Weekly inspections

Trouble shooting

Ground maintenance

12kv L/R maintenance

Pump out transformer oil retaining system during rain

Weekly battery inspection

Standby/access to site for NCPA and ATT

Annual station/relay testing

Switching as needed

PG&E coordination during annual switching

NCPA notification during maintenance

Customer notification of scheduled outages

DGA testing of transformer oil

Transformer oil testing/replacement/disposal

Assist Engineer during testing

Relay interrogation

Bi-annual LTC inspections assistance to Engineer

Battery Maintenance

Research/Order parts as needed

Maintain relay room

### **60kv Transmission**

Inspections

Annual hardware check

Maintenance of Dakota switch site

#### 12kv Backup

Inspections

Maintenance of Line Recloser (L/R)

**Battery Maintenance** 

Switching

### **Meter Services**

Occasionally install/replace residential and net meters that incidentally fail and that are funded by Biggs (Excudes capital projects).

### **System Coverage**

24/7 standby

# **IN WITNESS WHEREOF, THE CITY OF GRIDLEY** and **THE CITY OF BIGGS** by Resolution duly adopted by the respective City Councils have caused this Agreement to be signed by their mayors and attested by their City Clerks.

Dated:	
	CITY OF BIGGS
	BY:
ATTEST:	
CITY CLERK	
Dated:	
	CITY OF GRIDLEY
	BY:
ATTEST:	
CITY CLERK	<del>-</del>

### City Council Agenda Item #5

Staff Report

**Date:** October 21, 2019

To: Mayor and City Council

**From:** City Administrator Paul Eckert and City Engineer Dave Harden

X	Regular
	Special
	Closed
	Emergency

**Subject:** Approval of Resolution No. 2019-R-029: A Resolution of The Gridley City Council

Certifying and Adopting the Final CEQA Plus Initial Study and Mitigated Negative Declaration Report (Sch#2019079100) And the Mitigation Monitoring and Reporting Program for The Little Ave Lift Station and Force Main Replacement Project, Dated

September 2019

### Recommendation

Resolution Approval of the adoption of the Final CEQA Plus Initial Study and Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Little Ave Lift Station and Force Main Replacement Project, dated September 2019.

### **Background**

On October 7<sup>th</sup>, 2019 The City council adopted the environmental documents for the Little Avenue Lift Station and Force Main Project. As a formality for funding assistance from the State, the adoptions of the environmental documents require a resolution approval from the City Council.

### **Fiscal Impact**

None.

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

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

#### Attachment

Resolution No. 2019-R-029

A RESOLUTION OF THE GRIDLEY CITY COUNCIL CERTIFYING AND ADOPTING THE FINAL CEQA PLUS INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION REPORT (SCH#2019079100) AND THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE LITTLE AVE LIFT STATION AND FORCE MAIN REPLACEMENT PROJECT, DATED SEPTEMBER 2019.

**WHEREAS,** the City Council of the City of Gridley reviewed and adopted the Final Initial Study and Mitigated Negative Declaration, and the Mitigation Monitoring and Reporting Program for the Little Avenue Lift Station and Force Main Project and certified the Notice of Determination in a public meeting on October 7<sup>th</sup>, 2019;

**BE IT RESOLVED** by the City Council of the City of Gridley that said Council does hereby approve the October 7<sup>th</sup>, 2019 adoption of the Final CEQA Plus Initial Study and Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Little Ave Lift Station and Force Main Replacement Project, dated September 2019.

I HEREBY CERTIFY that the foregoing resolution was duly passed and adopted by the City Council of the City of Gridley at a regular meeting thereof, held on the 21<sup>st</sup> day of October, 2019, by the following vote:

Paul Eckert, City Clerk		Bruce Johnson, Mayor
ATTEST:		APPROVE:
ABSTAIN:	COUNCIL MEMBERS	
ABSENT:	COUNCIL MEMBERS	
NOES:	COUNCIL MEMBERS	
AYES:	COUNCIL MEMBERS	

Staff Report

**Date:** October 21, 2019

**To:** Mayor and City Council

**From:** City Administrator Paul Eckert and City Engineer Dave Harden

Х	Regular
	Special
	Closed
	Emergency

**Subject:** Approval of Resolution No. 2019-R-030: A Resolution of The City Council of The City of

Gridley Certifying and Adopting the Draft CEQA Plus Initial Study and Mitigated Negative Declaration Report (Sch# 2019079099) And the Mitigation Monitoring and Reporting

Program for The Waterline Replacement Project, Dated June 2019

#### Recommendation

Resolution Approval of the adoption of the Draft CEQA Plus Initial Study and Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Waterline Replacement Project, dated June 2019.

#### **Background**

On October 7<sup>th</sup>, 2019 The City Council adopted the environmental documents for the Waterline Replacement Project. As a formality for funding assistance from the State, the adoptions of the environmental documents require a resolution approval from the City Council.

#### **Fiscal Impact**

None

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

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

#### **Attachment**

Resolution No. 2019-R-030

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY CERTIFYING AND ADOPTING THE DRAFT CEQA PLUS INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION REPORT (SCH# 2019079099) AND THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE WATERLINE REPLACEMENT PROJECT, DATED JUNE 2019

**WHEREAS,** the City Council of the City of Gridley reviewed and adopted the Draft Initial Study and Mitigated Negative Declaration, and the Mitigation Monitoring and Reporting Program for the Watermain Replacement Project and certified the Notice of Determination in a public meeting on October 7<sup>th</sup>, 2019;

**BE IT RESOLVED** by the City Council of the City of Gridley that said Council does hereby approve the October 7<sup>th</sup>, 2019 adoption of the Draft CEQA Plus Initial Study and Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Waterline Replacement Project, dated June 2019.

I HEREBY CERTIFY that the foregoing resolution was duly passed and adopted by the City Council of the City of Gridley at a regular meeting thereof, held on the 21<sup>st</sup> day of October, 2019, by the following vote:

Paul Eckert	, City Clerk	Bruce Johnson, Mayor
ATTEST:		APPROVE:
ABSTAIN:	COUNCIL MEMBERS	
ABSENT:	COUNCIL MEMBERS	
NOES:	COUNCIL MEMBERS	
AYES:	COUNCIL MEMBERS	

Staff Report

**Date:** October 21, 2019

To: Mayor and City Council

**From:** City Administrator Paul Eckert and City Engineer Dave Harden

Subject: Authorization of Gridley Infiltration and Inflow Study

Х	Regular
	Special
	Closed
	Emergency

#### Recommendation

Staff respectfully request that the Mayor and City Council authorize the City Administrator to execute a Task Order with Bennett Engineering Services to perform an Infiltration and inflow Study of the Gridley Sewer System.

#### **Background**

The City has applied for and received a United States Department of Agriculture (USDA) SEARCH Grant in the amount of \$139,820 to perform an Infiltration and Inflow Study (I & I Study) of the City's sewer system. The I&I Study will identify deficiencies in the City's sewer system that contribute to increased flows during wet weather events, reducing the City's capacity to treat wastewater. The USDA grant requires the City to provide a 25% match to the funds for a total project cost of \$186,428. The City's contribution is \$46,607 which is included in the City's Capital Improvement Project List for the 2019-2020 Fiscal Year.

#### **Fiscal Impact**

Total Project Cost - \$186,428 USDA SEARCH Grant - \$139,820 Gridley Cost - \$46,608

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

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

#### Attachment

Bennett Engineering Services - Task Order Agreement for the Gridley I & I Study



October 17, 2019

Bennett Engineering Services 1082 Sunrise Avenue, Suite 100 Roseville, California 95661

T 916.783.4100 F 916.783.4110 www.ben-en.com

Paul Eckert, City Administrator City of Gridley 685 Kentucky Street Gridley, CA 95948

Re: Task Order – Gridley Infiltration and Inflow Study

This Task Order authorizes Bennett Engineering Services Inc to provide the professional services described below. Services are to be performed in accordance with the Agreement dated October 17, 2016 between the City of Gridley and Bennett Engineering Services, as amended.

Project Name: Gridley Infiltration and inflow Study (BEN | EN Project No. 16607-205)

**Scope of Work:** Services include: Project Administration and Management, Sewer System Investigation, and an Infiltration and Inflow Study Report, with an Improvement Projects List, see Exhibit A.

**Budget:** \$186,428.00 - To be invoiced at Project Studies and Design Standard Rates per agreement, see Exhibit B.

Requested by:	
Dave Harden, P.E. – City Engineer	
City of Gridley	
Approved:Paul Eckert, City Administrator	Date:
Bennett Engineering Services	
Approved:Leo Rubio, President	Date:

# **Exhibit A: Scope of Services - DRAFT!!**

Client: City of Gridley

Consultant: Bennett Engineering Services, Inc.

Project: Gridley Infiltration and Inflow Study

Date: October 17, 2019

BEN EN

TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661

T 916.783.4100
F 916.783.4110

Consultant's services shall be limited to those expressly set forth below, and Consultant shall have no other obligations or responsibilities for the Project or to the Client except as agreed to in writing or as provided in this Agreement. All of Consultant's services in any way related to the Project or Client shall be subject to the terms of this Agreement.

#### TASK 1. Project Administration and Management

#### Subtask 1.1. Project Administration

Bennett Engineering Services (BEN|EN) will submit monthly project status updates and invoicing, and will be responsible for contract management. BEN|EN will also manage the project schedule, subconsultant work, and integrate deliverables.

#### Subtask 1.2. Project Meetings

BEN|EN will coordinate and attend project meetings as needed, either by phone or in person.

#### Subtask 1.3. USDA Reimbursements

BEN|EN will manage and assist the City's reimbursement requests from the United States Department of Agriculture (USDA).

#### Subtask 1.4. Perform QA/QC

BEN|EN's Quality Control Program will be implemented and will be conducted by senior BEN|EN staff prior to submittal of the draft and final project reports.

#### TASK 2. Sewer Collection System Investigation

#### Subtask 2.1. Review Existing Records

BEN|EN will review existing documents (such as as-builts, existing mapping, and prior infiltration and inflow studies) to better understand the existing conditions.

#### Subtask 2.2. Smoke Testing

The City recently had its portions sewer system smoke tested. BEN|EN will review results from the smoke testing to determine points of exfiltration and potential infiltration and inflow (I&I) sources.

BEN|EN's subconsultant, American Leak Detection, will preform a smoke test on the rest of the sewer system.

The results from both smoke testing efforts will then be compiled and used in the I&I report (Subtask 3.1).

#### Subtask 2.3. CCTV Sewer Mains

The City of Gridley staff will provide pipeline inspection services (CCTV) of the sewer collection system. BEN|EN will review the CCTV inspection videos and compile summary reports of the problem areas for incorporation into the I&I report (Subtask 3.1).

BEN|EN will coordinate with City inspection crews and assist in sewer system labeling for the field reports.

#### Subtask 2.4. Flow Monitoring

BEN|EN's subconsultant, Total Flow Inc., will provide flow monitoring of the City's collection system. Total Flow will install four (4) flow meters at locations identified during a premonitoring site inspection. The installation of meters will be at locations that are determined to have hydraulic suitability and monitoring efficiency. Total Flow will provide detailed inspection results for each location and perform all necessary site inspection, installation, calibration, maintenance and removal of the meters. Metering may be conducted for consecutive storms throughout the wet season, not to exceed three (3) months of monitoring. Each meter shall be visited at least twice per month for calibration, data retrieval and review, maintenance. Flow monitors shall be down no longer than 48 hours after each visit. Flow monitors will be capable of measuring both depth and velocity. Each flow monitor will provide data storage capabilities to store data at five minute intervals. After completion of monitoring, data collection services, and inflow investigative services, Total Flow will be responsible for removing the flow and level monitoring equipment.

Total Flow will install up two (2) on time pump loggers to monitor the run time of two pumps chosen during the pre-monitoring site inspection. Total Flow will set up rain gauges to monitor the precipitation, evaporation, and groundwater level changes.

Results and recommendations will be incorporated into the I&I report (Subtask 3.1).

## TASK 3. Infiltration and Inflow Study

#### **Subtask 3.1.** Infiltration and Inflow Report

BEN|EN will review the sewer system investigation reports provided by the smoke testing, CCTV inspection and flow monitoring services to present the information in the Infiltration and Inflow Report (Report). The Report will include a summary of the condition of the sewer collection system.

The Report will evaluate alternatives to improve wastewater collection and conveyances while minimizing the cost of operations and capital costs. The alternatives analysis will consider the findings of the CCTV inspection, flow monitoring, and existing sewer system documents. BEN | EN will provide sewer system improvement recommendations based on the findings. The Report will include in its appendices the reports from the smoke test, CCTV inspection and flow monitoring field work.

BEN | EN will present a report summary to the City Council, if requested.

#### **Subtask 3.2.** Sewer Rehabilitation Priority List

Based on the Report findings and recommendations from Subtask 3.1, BEN|EN will prepare a sewer rehabilitation priority list that identifies specific construction projects and equipment/facility purchases for the City of Gridley.

#### **DELIVERABLES:**

- Project schedule and status updates
- Meeting agendas and minutes
- Some testing reports
- CCTV sewer inspection video files and summary reports
- Inflow and Infiltration Report
- Sewer rehabilitation priority list

# **Exhibit B: Fee Estimate**

## TO AGREEMENT BETWEEN CLIENT AND CONSULTANT

Client: City of Gridley

Consultant: Bennett Engineering Services, Inc.

Project: Gridley Infiltration and Inflow Study

Date: October 17, 2019



Fee Estimate		Proj Manag 1913	ger III	Engin	eer V \$/hr	Ū	neer II \$/hr	Te	eering ch II ) \$/hr		strative \$/hr		N EN total	MISC.	Total Flow Inc.	American Leak Detection	TOTAL
ree Estimate		Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	EXPENSES	Contract	Contract	
Task 1 - Project Administration and Management						-5-7		-55-7		-3.7							
1.1 - Project Administration	2	20 hrs	\$3,820	hrs	\$0	8 hrs	\$1,320	hrs	\$0	15 hrs	\$1,200	43 hrs	\$6,340	\$320	\$0	\$0	\$6,660
1.2 - Project Meetings	8	8 hrs	\$1,528	hrs	\$0	4 hrs	\$660	hrs	\$0	hrs	\$0	12 hrs	\$2,188	\$110	\$0	\$0	\$2,298
1.3 - USDA Reimbursements	1	L2 hrs	\$2,292	hrs	\$0	hrs	\$0	4 hrs	\$480	hrs	\$0	16 hrs	\$2,772	\$140	\$0	\$0	\$2,912
1.4 - Perform QA/QC		hrs	\$0	12 hrs	\$2,412	hrs	\$0	hrs	\$0	hrs	\$0	12 hrs	\$2,412	\$120	\$0	\$0	\$2,532
Sul	total 4	10 hrs	\$7,640	12 hrs	\$2,412	12 hrs	\$1,980	4 hrs	\$480	15 hrs	\$1,200	83 hrs	\$13,712	\$690	\$0	\$0	\$14,402
Fask 2 - Sewer Collection System Investigation																	
2.1 - Review Existing Records	8	8 hrs	\$1,528	hrs	\$0	12 hrs	\$1,980	8 hrs	\$960	hrs	\$0	28 hrs	\$4,468	\$220	\$0	\$0	\$4,688
2.2 - Smoke Testing	4	4 hrs	\$764	hrs	\$0	8 hrs	\$1,320	6 hrs	\$720	hrs	\$0	18 hrs	\$2,804	\$120	\$0	\$28,750	\$31,674
2.3 - CCTV Sewer Mains	1	L2 hrs	\$2,292	hrs	\$0	32 hrs	\$5,280	88 hrs	\$10,560	hrs	\$0	132 hrs	\$18,132	\$910	\$0	\$0	\$19,042
2.4 - Flow Monitoring	8	8 hrs	\$1,528	hrs	\$0	8 hrs	\$1,320	8 hrs	\$960	hrs	\$0	24 hrs	\$3,808	\$190	\$65,550	\$0	\$69,548
Sul	total 3	32 hrs	\$6,112	hrs	\$0	60 hrs	\$9,900	110 hrs	\$13,200	hrs	\$0	202 hrs	\$29,212	\$1,440	\$65,550	\$28,750	\$124,952
Task 3 - Infiltration and Inflow Study																	
3.1 - Infiltration and Inflow Report	3	32 hrs	\$6,112	hrs	\$0	62 hrs	\$10,230	60 hrs	\$7,200	hrs	\$0	154 hrs	\$23,542	\$1,180	\$11,500	\$0	\$36,222
3.2 - Sewer Rehabilitation Priority List	1	L2 hrs	\$2,292	hrs	\$0	40 hrs	\$6,600	12 hrs	\$1,440	hrs	\$0	64 hrs	\$10,332	\$520	\$0	\$0	\$10,852
Sul	total 4	14 hrs	\$8,404	hrs	\$0	102 hrs	\$16,830	72 hrs	\$8,640	hrs	\$0	218 hrs	\$33,874	\$1,700	\$11,500	\$0	\$47,074
PROJECT TOTAL	11	16 hrs	\$22,156	12 hrs	\$2,412	174 hrs	\$28,710	186 hrs	\$22,320	15 hrs	\$1,200	503 hrs	\$76,798	\$3,830	\$77,050	\$28,750	\$186,428

#### **Additional Fee Information**

- ► This fee estimate is valid for 90 days.
- ► This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.
- Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) may be charged at a 50% premium. Work mandated by Prevailing Wage laws may be charged at a 25% premium.
- ▶ Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- ▶ Classifications may be added or removed as-needed without notice.
- ▶ Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.

**INITIALS:** 

Staff Report

**Date:** October 21, 2019

**To:** Mayor and City Council

X	Regular
	Special
	Closed
	Emergency

From: Electric/Public Works Director Daryl Dye and City Administrator/Finance Director Paul

Eckert

**Subject:** Approval of a revision to the City's Master Fee Schedule by adding a new DG Rate for Electric

Service with Distributed Generation

#### Recommendation

City staff respectfully requests that the City Council consider and approve a revision to the City's Master Fee Schedule by adding a new DG Rate for Electric Service with Distributed Generation consistent SB 594 - Solar net metering obligations. Staff also recommends that the City suspend the current Net-Metering Program for any new installations immediately until at least the November 18 City Council meeting.

#### **Background**

The City of Gridley has historically offered a Net-Metering Rate for customers who install solar photovoltaic (PV) generation at their residence or business. In late 2012 the California State Senate passed SB 594 governing Public Electrical Utilities and net metering programs for customers interested in installing solar systems. SB 594 allowed solar customers to "bank" any over production of their solar system during the daytime to be used during the nighttime. The City Council in December 2016, through resolution 2016-R-034, reduced any potential excess solar power buyback at rate no greater than the cost of power that the City pays.

The SB 594 net metering program was required until the total KW of solar installations was equal to 5% of the utility's aggregate electrical load. The City of Gridley has exceeded the 5% threshold as defined in SB594. Gridley's required net metering solar installations based on our 10.4 MW peak aggregate is 520 KW. Gridley's currently has more than 86 solar net meters within its system and a total of 631.78 KW of residential solar production. Consequently, the City of Gridley is no longer obligated to continue its current Net Metering practices.

While the City of Gridley is no longer required to allow net metering, we still receive inquiries from customers who wish to install generation at their homes and businesses. For this reason, it's necessary to develop a rate schedule to account for situations where customer generation is exported onto the distribution system.

Net metering allowed for exported energy to be credited to customers at the full retail rate. We are proposing a rate that would credit customers for exported energy at the City's avoided cost for power, as determined by the City Council, rather than at the retail rate. The proposed rate revision is as follows:

Rate - Electric Services with Distributed Generation (to become effective January 1, 2020)

The following rate schedule is applicable to all electric service locations that have permanently installed distributed generation on the customer side of the meter AND where the customer does not qualify for net-metering under the policies of the City of Gridley. This rate schedule will work in conjunction with the rate schedule that would normally apply to the customer in the absence of distributed generation (hereinafter referred to as the Base Rate Schedule). Under this rate schedule, all electricity exported through the City of Gridley revenue meter will be tracked separately and credited to the customer's account at the Avoided Cost Rate established by the City Council.

Facility Charge (per meter, per month)	As per Base Rate Schedule
Commodity Charge (All kWh received, per kWh)	As per Base Rate Schedule
Reimbursement Credit (all kWh exported, per kWh)	\$0.045/kWh
Special Conditions:	

Customer must apply for and execute an interconnection agreement with the District prior to interconnecting any generation resource. Customer must comply with all applicable rules in the District's Service Policy for interconnection of behind the meter generators.

If the City Council wishes to act on these recommendations, it must hold a Public Hearing on this Report and recommendations within 40 days of the filing of this Report. Prior to the Public Hearing, notice of the time and place of the Public Hearing must be published pursuant to Government Code §6066 in an adjudicated newspaper of local circulation (Gridley Herald) once a week for two consecutive weeks. Fourteen days must elapse between the date of the first publication and the date of the Public Hearing. To fit within this timeframe, publication is recommended for October 25, 2019, and November 1, 2019. Therefore, the City Council cannot schedule a Public Hearing any sooner than the 14<sup>th</sup> day after the first publication of the notice of Public Hearing in the Gridley Herald, which is November 8, 2019. We recommend the hearing be held at the regular meeting on November 18, 2019.

**Fiscal Impact** – The proposed Master Fee Rate revision will strengthen the overall financial condition of the City's Electric Enterprise Fund and will reduce the pressure to increase future customer rates.

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

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

Attachment - None

Staff Report

**Date:** October 21, 2019

To: Mayor and City Council

Х	Regular
	Special
	Closed
	Emergency

From: Electric/Public Works Director Daryl Dye and City Administrator/Finance Director

Paul Eckert and

**Subject:** Consideration and Approve the long-term Funding of the new City Council

Quality Streets Initiative

#### Recommendation

City staff respectfully requests that the City Council consider and approve the new City Council's Quality Streets Initiative and authorize funding of Streets Improvements as outlined below.

#### **Background**

The City of Gridley Public Works Department maintains approximately 30 centerline miles of paved surfaces and is divided into 223 pavement management segments. Over the past several decades the City of Gridley failed to fund street maintenance resulting in very significant differed maintenance. However, starting in 2016, and at the direction of the City Council, our Street Crews took on significant additional paving work. The amount of new overlay has increased significantly every year since 2016. This past year our City Crews overlaid 5,500 linear feet including more than 2,245 tons for an all-time largest street repaving effort.

As outlined in the recently adopted FY 2018-19 City of Gridley Pavement Management Program, it's critically important that the City identifying funds for upcoming years. The table below represents our initial funding recommendation. Staff will continue to pursue State and Federal funds and work diligently to tie street projects to funded underground water and sewer utility replacement projects as well as Safe Route to Schools funding. Finally, these funding sources are subject to change if the General Fund requires it.

Category	FY 20-21	FY 21-22	FY 22-23
General Fund FEMA Lease Revenue	\$300,000	\$300,000	\$300,000
SB 1 Gas Tax	\$125,000	\$125,000	\$125,000
BCAG Transit Funding	\$200,000	Unknown	Unknown
Other Grants	Unknown	Unknown	Unknown
Total	\$625,000	\$425,000	\$425,000

Following Council consideration and approval staff will plug the funding described above into for the upcoming FY 20-21 Budget and CIP. While this approach is an important step in the right direction, we will remain well below the recommended funding level of \$1,000,000 to \$2,000,000. Staff will need to be both diligent and highly aggressive while identifying potential additional funding sources over the next ten years.

# Fiscal Impact – Stated above

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

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

**Attachment** – None