

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

Monday, October 2, 2023; 6:00 pm  
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

The Public is encouraged to attend and participate in person. Comments from the public on agenda items will be accepted until 4 pm on October 2<sup>nd</sup>, 2023, via email to [csantana@gridley.ca.us](mailto:csantana@gridley.ca.us) or via the payment/document drop box at Gridley City Hall and will be conveyed to the Council for consideration.

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

[https://us06web.zoom.us/j/88253421613?pwd=mpPz39Dp3HlkBqUZgRUfx4NMF5Kn0g.yisCtESOazVk\\_Qu1](https://us06web.zoom.us/j/88253421613?pwd=mpPz39Dp3HlkBqUZgRUfx4NMF5Kn0g.yisCtESOazVk_Qu1)

Webinar ID: 882 5342 1613

Passcode: 111665

**CALL TO ORDER** - Mayor Farr

**ROLL CALL**

**PLEDGE OF ALLEGIANCE** – Councilmember Sanchez

**INVOCATION** – None

**PROCLAMATION** – Domestic Violence Awareness Month, October 2023 – Councilmember Calderon

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

**CONSENT AGENDA**

1. City Council Minutes Dated September 12<sup>th</sup>, September 14<sup>th</sup>, and September 18<sup>th</sup> Minutes

**ITEMS FOR CONSIDERATION**

2. Recreation Department Informational Update – Ashley Ayala
3. Code Enforcement Department Informational Update – Katie Hill
4. Gridley Industrial Park Surplus Lands Declarations
  - Resolution No. 2023-R-032: A Resolution of the City Council Declaring Certain Property as Surplus Land and Directing the City Administrator to Follow the Procedures Set Forth in the Surplus Lands Act for their Disposition

- Resolution No. 2023-R-033: A Resolution of the City Council Declaring Certain Property as Exempt Surplus Land and Directing the City Administrator to Follow the Procedures Set Forth in the Surplus Lands Act for its Disposition

#### 5. G.I.B.T Sponsor Consideration

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

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

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

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

Electric Rates Schedule Change	10/16/2023
Local Roadway Safety Plan	10/16/2023
Finance Policies	10/16/2023
Water Resiliency Authorization Documents	11/6/2023

#### CLOSED SESSION –

6. Closed Session Discussion with Labor Negotiator Pursuant to Government Code 54957.6 For Unrepresented Employee, Position: City Administrator

**ADJOURNMENT** – adjourning to a Regular meeting on October 16<sup>th</sup>, 2023.

**NOTE 1: POSTING OF AGENDA-** This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., September 29<sup>th</sup>, 2023. 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.



**800.895.8476**

*24 hour hotline*

## **Domestic Violence Awareness Month 2023 Proclamation**

Whereas, although progress has been made toward preventing and ending domestic violence and providing support to survivors and their families, important work remains to be done;

Whereas, domestic violence programs in California provide essential, lifesaving services for survivors, their children, and communities;

Whereas, there is a need to provide education, awareness and understanding of domestic violence and its causes;

Whereas, approximately 40% of California women experience physical intimate partner violence in their lifetimes;

Whereas, domestic violence affects people of all genders, sexual orientations, ages, racial, ethnic, cultural, social, religious, and economic groups in the United States and here in California;

Whereas, the marginalization of certain groups in society, including undocumented individuals, transgender individuals, and people living with disabilities, increases their vulnerability to domestic violence;

Whereas, domestic violence is the third leading cause of homelessness among families in the United States

Whereas, children exposed to domestic violence can experience long-term consequences including difficulty at school, substance abuse, behavioral problems in adolescence, and serious adult health problems

NOW, THEREFORE, I, Michael W. Farr, Mayor of the City of Gridley, in recognition of the important work done by domestic violence programs, do hereby proclaim the month of October 2023 as Domestic Violence Awareness Month and urge all citizens to participate in the scheduled activities and programs sponsored by Catalyst Domestic Violence Services to work towards building healthy relationships and eliminating intimate partner violence.

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Michael W. Farr, Mayor



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

Tuesday, September 12, 2023; 6:00 pm  
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

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### **CALL TO ORDER**

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

### **ROLL CALL**

#### **Councilmembers**

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

Staff Present: Cliff Wagner, City Administrator  
Rodney Harr, Police Chief  
Tony Galyean, City Attorney  
Jake Carter, Utility Director  
Elisa Arteaga, Finance Director

### **PLEDGE OF ALLEGIANCE**

**Councilmember Roberts led the Pledge of Allegiance.**

**INVOCATION - None**

**PROCLAMATIONS - None**

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

**CONSENT AGENDA - None**

### **ITEMS FOR COUNCIL CONSIDERATION**

1. Review Cost of Services Studies and Findings – Electrical Service

**Mark Beauchamp of Utility Financial Solutions presented the electric rate design and requested Council and public input. Council and Beauchamp had extensive conversations and looked at many different rate structures. City Administrator Wagner recommended Council focus on adopting the rate design for the next two years and reevaluating at the 2 year mark.**

**Pat Coughlan, Gridley Resident, spoke against the rate change.**

**Motion to have Beauchamp re-present the design with the recommended 8% increase for the next two years was made by Councilmember Roberts and seconded by Councilmember Calderon.**

**ROLL CALL VOTE**

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

**Noes: Johnson**

**Motion carried, 4-1**

**COMMUNITY PARTICIPATION FORUM - None**

**CITY STAFF AND COUNCIL COMMITTEE REPORTS - None**

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

Council Study Session – Water/Wastewater Rates	9/14/2023
2022 Power Source Disclosure Report	9/18/2023
Finance Policies	9/18/2023
Soccer Park Plan Review	9/18/2023

**CLOSED SESSION – None**

**ADJOURNMENT**

**With no further items left to discuss, Mayor Farr adjourned to the next special meeting on September 14, 2023.**

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**Cliff Wagner, City Administrator**

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

Thursday, September 14, 2023; 6:00 pm  
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

### **CALL TO ORDER**

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

### **ROLL CALL**

#### **Councilmembers**

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

Staff Present: Cliff Wagner, City Administrator  
Rodney Harr, Police Chief  
Tony Galyean, City Attorney  
Jake Carter, Utility Director  
Elisa Arteaga, Finance Director

### **PLEDGE OF ALLEGIANCE**

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

**INVOCATION - None**

**PROCLAMATIONS - None**

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

**CONSENT AGENDA - None**

### **ITEMS FOR COUNCIL CONSIDERATION**

1. Review Cost of Services Studies and Findings – Water and Sewer Services

**Mark Beauchamp of Utility Finance Solutions presented the Water and Sewer financial projection and cost of services study. Council and Beauchamp discussed many different rate structures that the City may adopt for both water and sewer. After extensive conversations, the motion to have UFS come back to present a 2-year, 7% increase for water was made by Vice Mayor Johnson, seconded by Councilmember Calderon.**

#### **ROLL CALL VOTE**

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

**Motion passed, 4-0**

**A motion to have UFS present to Council a 2 year, 5% increase for sewer services was made by Vice Mayor Johnson, seconded by Councilmember Calderon.**

#### **ROLL CALL VOTE**

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

**Motion passed, 4-0**

#### **COMMUNITY PARTICIPATION FORUM**

**A Gridley resident (unknown name) shared she feels residents should water their lawns more to increase the billed amounts.**

**Gridley residents Elizabeth Rose May, and Patrick Coughlan, addressed Council in opposition to the rate change.**

#### **CITY STAFF AND COUNCIL COMMITTEE REPORTS - None**

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

2022 Power Source Disclosure Report	9/18/2023
Finance Policies	9/18/2023
Soccer Park Plan Review	9/18/2023

#### **CLOSED SESSION – None**

#### **ADJOURNMENT**

**With no further items left to discuss, Mayor Farr adjourned to the next regular meeting on September 18<sup>th</sup>, 2023.**



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

Monday, September 18, 2023; 6:00 pm  
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

### **CALL TO ORDER**

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

### **ROLL CALL**

#### **Councilmembers**

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

Staff Present: Cliff Wagner, City Administrator  
Rodney Harr, Police Chief  
Landon Little, Deputy City Attorney  
Ross Pippitt, Public Works Director  
Elisa Arteaga, Finance Director

### **PLEDGE OF ALLEGIANCE**

**Councilmember Roberts led the Pledge of Allegiance.**

**INVOCATION – None**

**PROCLAMATION – None**

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

**Finance Director Elisa Arteaga introduced Miguel Chavez, the new finance department accounting technician.**

### **CONSENT AGENDA**

1. City Council Minutes Dated August 21 and September 5, 2023
2. Resolution No. 2023-R-029: A Resolution of the City Council of the City of Gridley Approving the Attestation of Veracity for the 2022 Power Source Disclosure Report and Submission of The Report to The California Energy Commission

### **3. July 2023 and August 2023 Expenditure Reports**

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

#### **ROLL CALL VOTE**

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

**Motion passed, 5-0**

#### **ITEMS FOR CONSIDERATION**

### **4. Gridley 2022 Sports Complex Phase 1 RRT Project (Proj # TX-04-002)**

**City Engineer, Dave Harden and Assistant City Engineer, Alexandra Holladay presented the Industrial Park Sports Complex design at 60% completion. Harden and Holladay requested Council and public input for any recommended modifications. Council shared concerns about the cost for lighting. Holladay explained the specific needs for properly lighting an area of this size and informed Council that our Gridley Electric department will assist in installation to help reduce the price that was presented. This item was informational only and will be re-presented at a future meeting.**

### **5. Gridley Water Resiliency Project – Planning Phase**

**City Engineer, Dave Harden presented the task order that would allow Bennett Engineering to update the scope of work and cost estimates combining all water projects into one Water Resiliency Project as recommended by DWSRF for grant funding.**

**Motion to approve was made by Councilmember Sanchez, seconded by Vice Mayor Johnson.**

#### **ROLL CALL VOTE**

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

**Motion passed, 5-0**

### **6. A Public Hearing to Closeout Grant 17-CDBG-12015 and Resolution 2023-R-030, a Resolution of the City Council of the City of Gridley Authorizing the Closeout of Grant 17-CDBG-12015 in the amount of \$1,000,000**

**Finance Director, Elisa Arteaga, presented the resolution needed to close out the referenced CDBG grant and return the unused funds to the grantor. Arteaga informed Council of the multiple families this grant assisted with home rehabilitation.**

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

#### **ROLL CALL VOTE**

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

**Motion passed, 5-0**

## 6. Accounting Services Engagement – Reduction to Contract Services

Finance Director, Elisa Arteaga, requested that Council approve the reduction of services contract with Eide Bailey. Arteaga explained that the recent additions to the finance department will allow for this reduction in outsourced assistance and will bring the daily tasks back in house.

Motion to approve was made by Councilmember Sanchez, seconded by Councilmember Roberts.

### ROLL CALL VOTE

Ayes: Farr, Sanchez, Calderon, Roberts, Johnson

Motion passed, 5-0

### COMMUNITY PARTICIPATION FORUM

The forum was open, and seeing no one was present to speak, was closed.

### CITY STAFF AND COUNCIL COMMITTEE REPORTS

Councilmember Calderon expressed gratitude towards Chief Harr for his attendance at the Mexican Independence Day Celebration.

Councilmember Roberts informed Council of his upcoming attendance at the annual League of California Cities seminar.

Mayor Farr reported on the Annual Veterans of Foreign Wars POW/MIA Recognition Day and invited the public to attend next year.

Vice Mayor Johnson reported on his attendance at the Sutter Butte Flood Control Agency and the Mosquito and Vector Control District meeting.

### CITY ADMINISTRATOR REPORTS

City Administrator Wagner gave Council an update of the multiple projects within the City that are moving forward.

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

Finance Policies	10/2/2023
SR-99 Waterline Project	10/2/2023

### CLOSED SESSION

7. Closed Session Discussion Pursuant to Government Code 54957 – Public Employee Employment/Evaluation – Position: City Administrator

Council went into closed session at 7:20 pm and came out with no reportable action.

## **ADJOURNMENT**

**With no items further to discuss, Mayor Farr adjourned to the next regular Council meeting on October 2<sup>nd</sup>, 2023.**

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**Cliff Wagner, City Administrator**

DRAFT

## Item #2

Recreation Department Informational Update

Ashley Ayala, Recreation Coordinator



## Item #3

Code Enforcement Department

Informational Update

Katie Hill, Code Enforcement Officer





## City Council Item #4

### Staff Report

**Date:** October 2, 2023  
**To:** Mayor and Council Members  
**From:** Donna Decker, Planning Department  
**Subject:** Gridley Industrial Park Surplus Lands Declarations

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

Resolution No. 2023-R-032: A Resolution of the City Council Declaring Certain Property as Surplus Land and Directing the City Administrator to Follow the Procedures Set Forth in the Surplus Lands Act for their Disposition

Resolution No. 2023-R-033: A Resolution of the City Council Declaring Certain Property as Exempt Surplus Land and Directing the City Administrator to Follow the Procedures Set Forth in the Surplus Lands Act for its Disposition

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#### Recommendation

Staff respectfully requests the City Council:

- Adopt Resolution No. 2023-R-032; and,
- Adopt Resolution No. 2023-R-033

#### Discussion

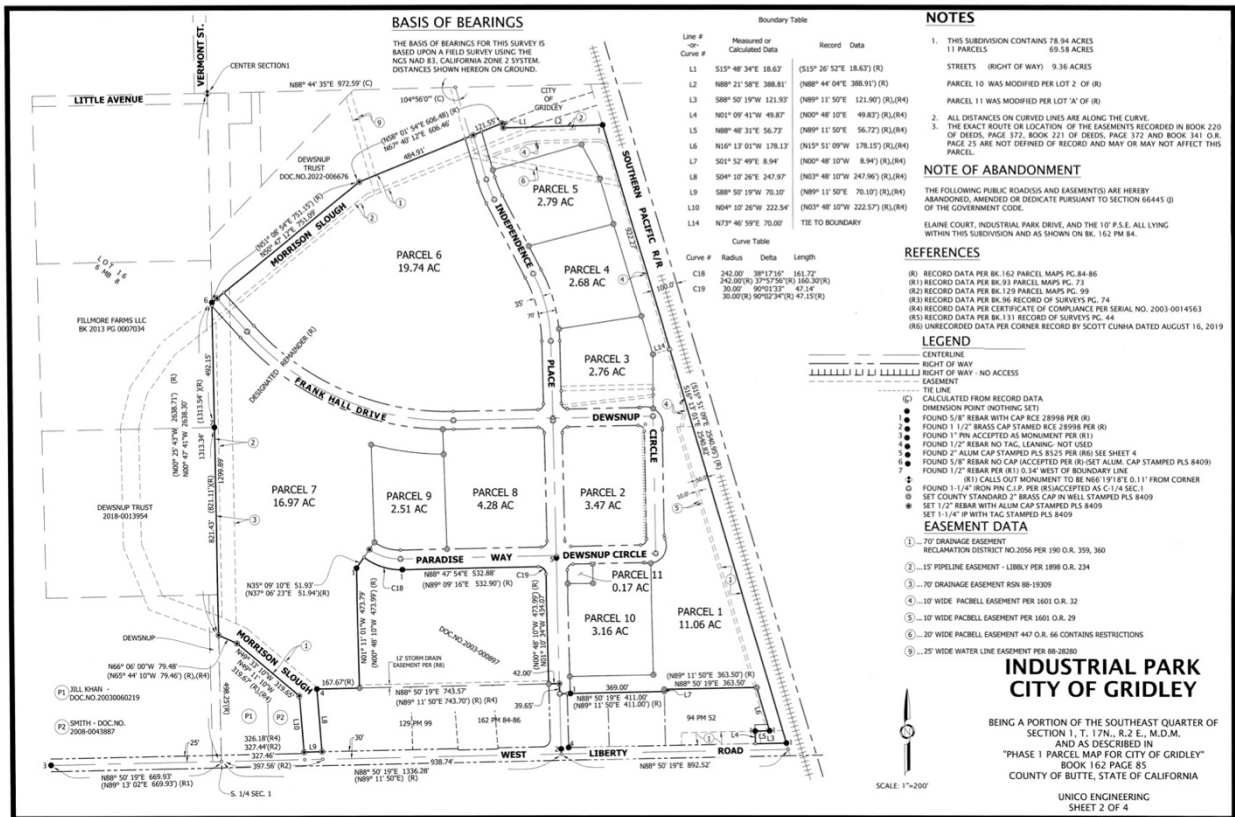
The City of Gridley ("City") owns six properties that it intends to sell for non-public agency use and one property that it intends to transfer to the County of Butte ("County") for the County's use (see Table 1 and Figure 1). The properties were purchased by the former Redevelopment Agency of the City of Gridley. Their disposition is subject to a Long Range Property Management Plan ("LRPMP") approved by the California Department of Finance on December 31, 2015 as part of the redevelopment dissolution process.

The Surplus Lands Act (the "Act") was substantially amended by Assembly Bill 1486 (Ting) in 2019 after the LRPMP's adoption. The Act requires the City to declare City-owned properties as surplus land or exempt surplus land before they are sold to be developed with something other than a qualified public agency use. If declared surplus land, the City must issue a 60-day Notice of Availability to give housing sponsors registered with the State and certain public agencies priority to make an offer to purchase the site. Alternately, land may be declared exempt surplus land if the proposed use meets certain exemptions defined in the Act. These requirements apply to LRPMP properties whose disposition was not complete by December 31, 2022.

**Table 1**  
**Property Details**

#	Address	Industrial Park Parcel No.	LRPMP Property No.	Lot Size (±AC)	Zoning
Surplus Land					
1	1210 Independence Place	10	3, Parcel 2A	3.16	M-2, Heavy Industrial
2	1230 Independence Place	2	3, Parcel 2A	3.47	
3	1240 Independence Place	3	3, Parcel 2A	2.76	
4	1250 Independence Place	4	3, Parcel 2A	2.68	
5	1260 Independence Place	5	3, Parcel 2A	2.79	
6	1320 Paradise Way	8	3, Parcel 2A	4.28	
Exempt Surplus Land					
7	1340 Paradise Way	9	3, Parcel 2A	2.51	

**Figure 1**  
**Property Map**



**BOOK 207 PAGE 39**

In order to comply with the redevelopment dissolution process, the City marketed the properties for sale and negotiated purchase agreements for four of the properties as shown in Table 2.

**Table 2**  
**Proposed Disposition**

#	Address	Industrial Park Parcel No.	Buyer
<b>Surplus Land</b>			
<b>1</b>	1210 Independence Place	10	CAT Transportation
<b>2</b>	1230 Independence Place	2	Mr. Buljit Dhami
<b>3</b>	1240 Independence Place	3	
<b>4</b>	1250 Independence Place	4	
<b>5</b>	1260 Independence Place	5	
<b>6</b>	1320 Paradise Way	8	Mr. Aaron Pamma
<b>Exempt Surplus Land</b>			
<b>7</b>	1340 Paradise Way	9	County of Butte

The City must adopt a resolution declaring the properties as surplus land or exempt surplus land before disposing of the properties.

#### Surplus Land

Properties 1-6 (Industrial Park Parcel Nos. 2-5, 8, and 10) must be declared surplus land because the City proposes selling them on the open market rather than retaining them for a qualified public agency use. City staff recommends approving Resolution No. 2023-R-XXX declaring the properties as surplus land and authorizing the City Administrator to take actions necessary for their disposition.

If approved, City staff will issue a Notice of Availability to housing sponsors registered with the State and other public agencies as required by the Act, such as the County, parks districts, and school districts. These parties have a 60-day period to inform the City in writing if they are interested in the properties. If a written notice is received, the City must enter into a 90-day period of good faith negotiations (begins on the first day after the end of the 60-day notice period). If the price or terms cannot be agreed upon after the 90-day period, the City may sell the properties to other parties.

If the City receives more than one letter of interest during the 60-day period, first priority must be given to entities proposing to develop housing where at least 25 percent of the units will be affordable to lower income households. If more than one such proposal is received, priority will be given to the proposal with the greatest number of affordable units. If more than one proposal specifies the same number of affordable units, priority will be given to the proposal that has the lowest average affordability level. Note the Act also does not impose requirements to alter local land use or zoning that might prohibit a residential use. The properties are zoned M-2 Heavy Industrial, which does not permit residential use even with a conditional use permit.

Even if the Notice of Availability does not result in any offers or successful negotiations, the Act imposes requirements on properties that are subsequently sold on the open market and developed with 10 or more units. At least 15 percent must be sold or rented to lower income households with an affordability period of 55-years for rental and 45-years for ownership housing (Government Code Section 54233).

The Act does not impose any requirements on sale price so land may be sold for fair market or appraised value.

#### Exempt Surplus Land

Property 7 (Industrial Park Parcel No. 9) may be declared exempt surplus land because the City has negotiated an agreement with the County of Butte ("County") to transfer the property to the County for their use. In exchange, the County is transferring a property near the City's corporate yard to the City.

City staff recommends approving Resolution No. 2023-R-XXX declaring the property as exempt surplus land and authorizing the City Administrator to take actions necessary for its disposition. The resolution declaring exempt surplus land will be sent to HCD for its review. HCD requests a copy of the resolution at least 30 days prior to the disposition of exempt surplus property.

The actions by the City Council to consider the resolutions can be made for each by a motion, second, and a roll call vote to direct city staff to proceed.

#### **Public Notice**

A notice was posted at City Hall, made available at the Administration public counter, and placed on the City website for review.

#### **Environmental Review**

The recommended actions to be taken by the City Council are not projects and not subject to CEQA.

#### **Financial Impact**

There are no direct or indirect costs to the City.

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

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

**Attachments –**

1. Resolution No. 2023-R-032
2. Resolution No. 2023-R-033



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY  
DECLARING CERTAIN PROPERTY AS SURPLUS LAND  
AND DIRECTING THE CITY ADMINISTRATOR TO FOLLOW THE PROCEDURES  
SET FORTH IN THE SURPLUS LANDS ACT FOR THEIR DISPOSITION**

**WHEREAS,** upon the dissolution of redevelopment agencies in California, certain properties owned by the City of Gridley are subject to a Long Range Property Management Plan approved by the California Department of Finance on December 31, 2015 ("LRPMP") pursuant to California Health and Safety Code 34191.5; and,

**WHEREAS,** in 2019 the California state Legislature adopted Assembly Bill 1486, which made substantial amendments effective January 1, 2020 to the Surplus Lands Act as codified in Government Code Section 54220 et. seq. (the "Act"); and,

**WHEREAS,** the Act requires, with limited exceptions, cities and other public agencies to offer property to affordable housing providers and certain other entities before a public agency sells the property. This includes LRPMP properties whose disposition was not completed by December 31, 2022; and,

**WHEREAS,** the Act mandates a noticing process and a required negotiation period. If no qualified entity submits a written notice of interest within 60 days of a notice of availability, or the public agency and the qualified entity are unable to reach an agreement after good faith negotiations for a negotiation period of at least 90 days, the public agency is free to sell the property to any entity, subject to certain requirements; and,

**WHEREAS,** the Act requires a local agency's governing body to take formal action in a regular public meeting declaring that land is surplus and is not necessary for the agency's use. Land shall be declared either "surplus land" or "exempt surplus land", as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency's policies or procedures; and,

**WHEREAS,** the City Council of the City of Gridley hereby declares certain property as surplus land pursuant to the Act and directs City staff to comply with the notice and negotiation procedures set forth in the Act.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRIDLEY RESOLVES AS FOLLOWS:**

SECTION 1. The City Council hereby declares the properties listed in Exhibit A as surplus land pursuant to Government Code Section 54221(b)(1).

SECTION 2. The City Council hereby authorizes and directs the City Administrator or their designee to follow the procedures set forth in the Act for the sale of surplus land, execute documents, and take any steps necessary to comply with the purpose and intent of this Resolution.

**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 2<sup>nd</sup> day of October, 2023 by the following vote:

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

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

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

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

ATTEST:

APPROVE:

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

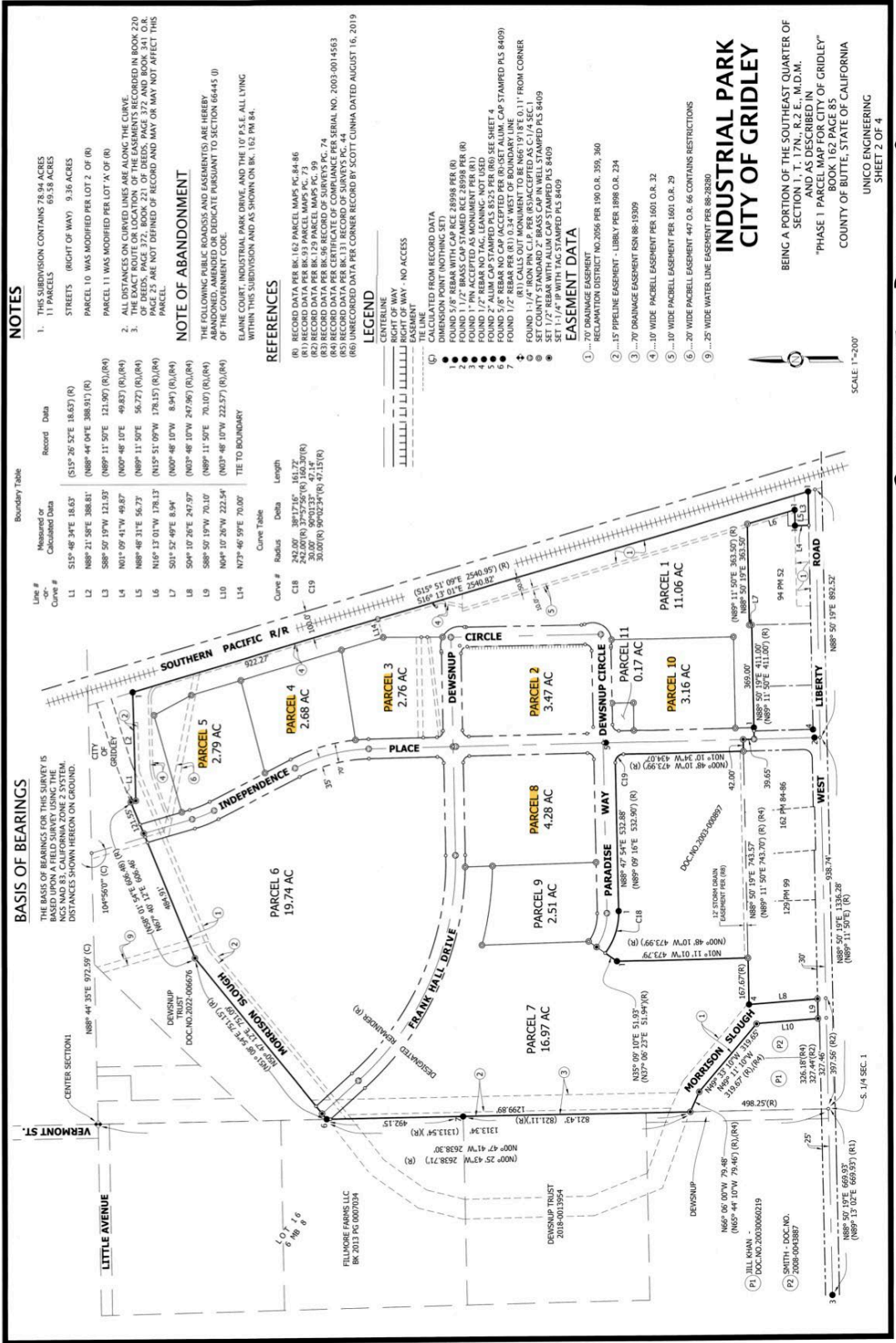
\_\_\_\_\_  
Michael W Farr, Mayor



## EXHIBIT A

### Properties Declared Surplus Land

	Address	City	Industrial Park Book 207, Page 39 Parcel No.
1	1210 Independence Place	Gridley, CA	10
2	1230 Independence Place	Gridley, CA	2
3	1240 Independence Place	Gridley, CA	3
4	1250 Independence Place	Gridley, CA	4
5	1260 Independence Place	Gridley, CA	5
6	1320 Paradise Way	Gridley, CA	8



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY  
DECLARING CERTAIN PROPERTY AS EXEMPT SURPLUS LAND  
AND DIRECTING THE CITY ADMINISTRATOR TO FOLLOW THE PROCEDURES  
SET FORTH IN THE SURPLUS LANDS ACT FOR ITS DISPOSITION**

**WHEREAS,** upon the dissolution of redevelopment agencies in California, certain properties owned by the City of Gridley are subject to a Long Range Property Management Plan approved by the California Department of Finance on December 31, 2015 ("LRPMP") pursuant to California Health and Safety Code 34191.5; and,

**WHEREAS,** in 2019 the California state Legislature adopted Assembly Bill 1486, which made substantial amendments effective January 1, 2020 to the Surplus Lands Act as codified in Government Code Section 54220 et. seq. (the "Act"); and,

**WHEREAS,** the Act requires, with limited exceptions, cities and other public agencies to offer property to affordable housing providers and certain other entities before a public agency sells the property. This includes land in a LRPMP includes LRPMP properties whose disposition was not completed by December 31, 2022; and,

**WHEREAS,** the Act requires a local agency's governing body to take formal action in a regular public meeting declaring that land is surplus and is not necessary for the agency's use. Land shall be declared either "surplus land" or "exempt surplus land", as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency's policies or procedures; and,

**WHEREAS,** surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use is exempt surplus land pursuant to Government Code Section 54221(f)(1)(D); and,

**WHEREAS,** the City has an agreement to transfer the property listed in Exhibit A to the County of Butte ("County") for the County's use as documented in a purchase agreement provided as Exhibit B; and,

**WHEREAS,** the City Council of the City of Gridley hereby declares certain property as exempt surplus land under Government Code Section 54221(f)(1)(D) and directs City staff to comply with the property disposition procedures set forth in the Act.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRIDLEY RESOLVES AS FOLLOWS:**

SECTION 1. The City Council hereby declares the property listed in Exhibit A as exempt surplus land pursuant to Government Code Section 54221(f)(1)(D) as detailed in the written findings contained in this resolution.

SECTION 2. The City Council hereby authorizes and directs the City Administrator or their designee to follow the procedures set forth in the Act for the exemption of surplus land, execute documents, and take any steps necessary to comply with the purpose and intent of this Resolution.

**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 2<sup>nd</sup> day of October, 2023 by the following vote:

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

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

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

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

ATTEST:

APPROVE:

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

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

## EXHIBIT A

### Property Declared Exempt Surplus Land

Address	City	Industrial Park Book 207, Page 39 Parcel No.
1340 Paradise Way	Gridley, CA	9

**EXHIBIT B**

**Real Property Conveyance Agreement Between the County of Butte and the City of Gridley**

# **INDUSTRIAL PARK**

THE BASIS OF BEARINGS FOR THIS SURVEY IS BASED UPON A FIELD SURVEY USING THE NGS NAD 83, CALIFORNIA ZONE 2 SYSTEM. DISTANCES SHOWN HEREON ON GROUND.

## **NOTES**

1. THIS SUBDIVISION CONTAINS 78.94 ACRES  
11 PARCELS  
STREETS (RIGHT OF WAY) 9.36 ACRES  
PARCEL 10 WAS MODIFIED PER LOT 2 OF (R)  
PARCEL 11 WAS MODIFIED PER LOT 2 OF (R)
2. ALL DISTANCES ON CURVED LINES ARE ALONG THE CURVE  
3. THE EXACT LOCATION OF THE EASEMENTS RECORDED IN BOOK 220 OF DEEDS, PAGE 372, DEEDS, PAGE 372 AND BOOK 341 O.R. PAGE 25 ARE NOT DEFINED OF RECORD AND MAY OR MAY NOT AFFECT THIS PARCEL.

## **NOTE OF ABANDONMENT**

THE FOLLOWING PUBLIC ROADS AND EASEMENTS ARE HEREBY ABANDONED AND DEEDS TO BE RECORDED TO SECTION 66445 (J) OF THE GOVERNMENT CODE.

ELANE COURT, INDUSTRIAL PARK DRIVE, AND THE 10' P.S.E. ALL LYING WITHIN THIS SUBDIVISION AND AS SHOWN ON BK. 162 PG. 84.

## **REFERENCES**

- (R) RECORD DATA PER BK. 162 PARCEL MAPS PG. 84-86
- (R) RECORD DATA PER BK. 162 PARCEL MAPS PG. 86-88
- (R) RECORD DATA PER BK. 129 PARCEL MAPS PG. 99
- (R) RECORD DATA PER BK. 96 RECORD OF SURVEYS PG. 74
- (R) RECORD DATA PER CERTIFICATE OF COMPLIANCE PER SERIAL NO. 2003-0014563
- (R) UNRECORDED DATA PER CORNER RECORD BY SCOTT CUNHA DATED AUGUST 16, 2019

## **LEGEND**

- 1. CALCULATED FROM RECORD DATA
- 2. FOUND 5/8" REBAR WITH CAP RICE 28998 PER (R)
- 3. FOUND 1/2" REBAR NO TAG, LEANING, NOT USED
- 4. FOUND 1/2" REBAR NO TAG, LEANING, NOT USED
- 5. FOUND 2" ALUM CAP STAMPED PLS 8525 PER (R) SEE SHEET 4
- 6. FOUND 1/2" REBAR PER (R) 0.34' WEST OF BOUNDARY LINE
- 7. FOUND 1/2" REBAR PER (R) 0.34' WEST OF BOUNDARY LINE
- 8. FOUND 1 1/4" IRON PIN C.I.P. PER (R) 0.34' WEST OF BOUNDARY LINE
- 9. FOUND 1/2" REBAR WITH ALUM CAP STAMPED PLS 8409
- 10. SET 1 1/4" IP WITH TAG STAMPED PLS 8409

## **EASEMENT DATA**

- 1. 70' DRAINAGE EASEMENT
- 2. RECLAMATION DISTRICT NO. 2056 PER 190 O.R. 359, 360
- 3. 15' PIPELINE EASEMENT - LIBBY PER 1898 O.R. 234
- 4. 70' DRAINAGE EASEMENT FSN 88-19309
- 5. 10' WIDE PACBELL EASEMENT PER 1601 O.R. 32
- 6. 10' WIDE PACBELL EASEMENT PER 1601 O.R. 29
- 7. 20' WIDE PACBELL EASEMENT 447 O.R. 66 CONTAINS RESTRICTIONS
- 8. 25' WIDE WATER LINE EASEMENT PER 88-30290

## **Boundary Table**

Line #	Measured or Calculated Data	Record Data
L1	51° 46' 34" E 18.63'	(N89° 26' 52" E 18.63') (R)
L2	N89° 21' 58" E 38.81'	(N89° 44' 04" E 38.81') (R)
L3	S88° 50' 19" W 121.53'	(N89° 11' 50" E 121.50') (R)
L4	N01° 09' 41" W 49.87'	(N00° 48' 10" E 49.83') (R)
L5	N88° 48' 31" E 56.73'	(N89° 11' 50" E 56.72') (R)
L6	N16° 13' 01" W 178.13'	(N15° 51' 09" W 178.15') (R)
L7	S01° 52' 49" E 18.94'	(N00° 48' 10" W 18.94') (R)
L8	S04° 10' 26" E 247.97'	(N00° 46' 10" W 247.96') (R)
L9	S88° 50' 19" W 70.10'	(N89° 11' 50" E 70.10') (R)
L10	N04° 10' 26" W 222.54'	(N03° 48' 10" W 222.57') (R)
L14	N73° 46' 59" E 70.00'	TIE TO BOUNDARY

## **Curve Table**

Curve #	Radius	Delta	Length
C18	242.00'	109° 27' 05"	81.94'
C19	242.00'	37° 17' 56"	130.20'
	30.00'	90° 01' 33"	42.14'
	30.00'	90° 02' 34"	42.15'



**REAL PROPERTY CONVEYANCE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS  
COUNTY OF BUTTE  
and  
CITY OF GRIDLEY**

---

This Real Property Conveyance Agreement and Joint Escrow Instructions, hereinafter "Agreement", with a reference date of November 15, 2022, hereinafter "Reference Date", is entered into by and between the County of Butte, a political subdivision of the State of California, through its Public Works Department, hereinafter "County", and the City of Gridley, hereinafter "City". County and City may be individually referred to as "Party" or collectively referred to as "Parties".

**RECITALS**

**Whereas**, County owns certain real property together with appurtenances, including a warehouse of approximately 3,773 square feet, thereto commonly known as the Butte County Gridley Public Works Yard, situate in the County of Butte, State of California, identified by Assessor Parcel Number 010-123-007 with street address of 860 Cedar Street, Gridley, California, hereinafter "Cedar Parcel"; and

**Whereas**, the Cedar Parcel, comprised of approximately 0.2 acres, is more clearly depicted on Exhibit A – Cedar Parcel Map and more clearly defined on Exhibit B – Cedar Parcel Legal Description, both of which are incorporated herein; and

**Whereas**, City owns certain unimproved real property in the process of completing subdivision spanning assessor parcel numbers: 021-270-040, 021-270-042, 021-270-041 and 021-240-027 located in Gridley, California, known as the Industrial Sports Complex; and

**Whereas**, within the Industrial Sports Complex, PARCEL 9, hereinafter "Independence Parcel", is comprised of approximately 2.5 acres located on the easterly portion of Parcel 7, north of and contiguous to the terminus of Paradise Way, and is more clearly depicted as a western portion of "PARCEL 8" on Exhibit E – Independence Parcel Map and more clearly defined in Exhibit F-Independence Parcel Legal Description, both of which are incorporated herein; and

**Whereas**, the Cedar Parcel, on the corner of Cedar and Kentucky Streets abuts City owned real property on two sides and benefits the City to incorporate the Cedar Parcel into the real property holdings of the City and wishes the County to transfer the Cedar Parcel to the City; and

**Whereas**, the City, as a part of the subdivision process, is required to divest the City owned Independence Parcel from the City and desires to transfer Independence Parcel to the County; and

**Now Therefore**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged the Parties agree to the following terms and conditions stated herein.



## **1. GENERAL TERMS OF CONVEYANCE**

### **1.1. Full Execution and Date of Full Execution:**

- 1.1.1. This Agreement shall be deemed Fully Executed when signed by all of the Parties to this Agreement.
- 1.1.2. The Date of Full Execution shall be the date upon which the last Party to the Agreement signs.

### **1.2. Escrow Holder, Joint Escrow Instructions, Closing and Termination:**

- 1.2.1. Bidwell Title in Chico, California, shall serve as the escrow holder for the transactions defined herein.
- 1.2.2. Within ten (10) days of full execution of this Agreement, to open escrow, County shall deliver a fully executed copy of this Agreement to the escrow holder.
- 1.2.3. This Agreement also constitutes the joint escrow instructions of the Parties that the escrow holder will use along with any related amendments and supplemental escrow instructions.
- 1.2.4. Parties shall execute supplemental escrow instructions, documents and forms provided by escrow holder that are reasonably necessary to close escrow. In the event of any conflict between the terms of this Agreement and such supplemental escrow instructions, the terms of this Agreement shall control.
- 1.2.5. Close of Escrow:
  - 1.2.5.1. The Parties shall make every effort to close escrow on or before January 31, 2023.
  - 1.2.5.2. In the event the Parties are unable to close escrow by January 31, 2023 or unless terminated, the close of escrow will automatically extend without amendment to this Agreement.
- 1.2.6. Successful Closing of Escrow:
  - 1.2.6.1. Concurrent with section 1.2.6.2 of this Agreement, County shall receive a deed conveying fee title to the Independence Parcel. Fee title conveyance shall be free and clear of any liens or encumbrances except for those items that are to be taken subject to and approved in writing by County prior to close of escrow.
  - 1.2.6.2. Concurrent with section 1.2.6.1 of this Agreement, City shall receive a deed conveying fee title to the Cedar Parcel. Fee title conveyance shall be free and clear of any liens or encumbrances except for those items that are to be taken subject to and approved in writing by City prior to close of escrow.
- 1.2.7. Unsuccessful Closing of Escrow:
  - 1.2.7.1. Should the Parties mutually agree to rescind and/or terminate this Agreement and cancel the escrow, written instructions signed by both Parties shall be delivered to the escrow holder.
  - 1.2.7.2. If either the Cedar Parcel or the Independence Parcel does not convey, neither Parcel will convey.
- 1.2.8. Allocation of Costs:
  - 1.2.8.1. Parties shall each pay fifty percent (50%) of escrow fees
  - 1.2.8.2. County shall pay for any analysis, reports or inspections that County may order or require.

1.2.8.3. City shall pay for any analysis, reports or inspections that City may order or require.

1.2.8.4. No further compensation is due City by County and no further compensation is due County by City.

1.3. "As-Is-Where-Is":

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, COUNTY HAS AGREED: (1) THE CEDAR PARCEL SHALL BE TRANSFERRED, AND CITY SHALL ACCEPT POSSESSION OF THE CEDAR PARCEL UPON THE CLOSE OF ESCROW ON AN "AS-IS-WHERE-IS" BASIS; (2) COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES WHETHER EXPRESSED OR IMPLIED REGARDING THE CEDAR PARCEL, THE USE, THE INTENDED USE, THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CEDAR PARCEL OR ANY AMENITIES OR IMPROVEMENTS THEREON (INCLUDING WITHOUT LIMITATION ANY WARRANTY RELATING TO THE VALUE, NATURE OR CONDITION OF THE CEDAR PARCEL, OR THE SUBSURFACE OF THE CEDAR PARCEL, ITS SUITABILITY FOR CITY PURPOSES OR THE STATUS OF THE CEDAR PARCEL UNDER LOCALLY APPLICABLE LAW) EXCEPT THOSE WHICH ARE SPECIFICALLY STATED IN THIS AGREEMENT.

FURTHER, THE PARTIES AGREE, THAT THE CEDAR PARCEL WILL BE TRANSFERRED "AS-IS-WHERE-IS" AND WITH ALL FAULTS, WITH NO RIGHT OF SET-OFF OR ADDITIONAL FUNDING, AND SUCH TRANSFER WILL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), AND COUNTY DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CITY HAS AGREED: (1) THE INDEPENDENCE PARCEL SHALL BE TRANSFERRED, AND COUNTY SHALL ACCEPT POSSESSION OF THE INDEPENDENCE PARCEL UPON THE CLOSE OF ESCROW ON AN "AS-IS-WHERE-IS" BASIS; (2) CITY HAS MADE NO REPRESENTATIONS OR WARRANTIES WHETHER EXPRESSED OR IMPLIED REGARDING THE INDEPENDENCE PARCEL, THE USE, THE INTENDED USE, THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INDEPENDENCE PARCEL OR ANY AMENITIES OR IMPROVEMENTS THEREON (INCLUDING WITHOUT LIMITATION ANY WARRANTY RELATING TO THE VALUE, NATURE OR CONDITION OF THE INDEPENDENCE PARCEL, OR THE SUBSURFACE OF THE INDEPENDENCE PARCEL, ITS SUITABILITY FOR COUNTY PURPOSES OR THE STATUS OF THE INDEPENDENCE PARCEL UNDER LOCALLY APPLICABLE LAW) EXCEPT THOSE WHICH ARE SPECIFICALLY STATED IN THIS AGREEMENT.

FURTHER, THE PARTIES AGREE, THAT THE INDEPENDENCE PARCEL WILL BE TRANSFERRED "AS-IS-WHERE-IS" AND WITH ALL FAULTS, WITH NO RIGHT OF SET-OFF OR ADDITIONAL FUNDING, AND SUCH TRANSFER WILL BE WITHOUT

REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), AND CITY DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY.

## **2. DISCLOSURES**

- 2.1. County shall continue, through the close of Escrow, to disclose facts pertinent to City that could reasonably affect City's decision to acquire or improve the Cedar Parcel.
- 2.2. City shall continue, through the close of Escrow, to disclose facts pertinent to County that could reasonably affect County's decision to acquire or improve the Independence Parcel.

## **3. CONTINGENCIES**

### **3.1. County Contingencies:**

- 3.1.1. May include other inspections deemed necessary by County.
- 3.1.2. This Agreement to convey the Cedar Parcel to City shall remain contingent on final approval by the Butte County Board of Supervisors in a regular and open Board of Supervisors Meeting to declare the Cedar Parcel as surplus to the needs of the County, approve the conveyance of the Cedar Parcel to City by execution of this Agreement and authorize staff to close the escrow.

### **3.2. City Contingencies:**

- 3.2.1. May include other inspections deemed necessary by City.
- 3.2.2. This Agreement to convey the Independence Parcel to County shall remain contingent on final approval by the City of Gridley Council to approve the conveyance of the Independence Parcel to County by execution of this Agreement and authorize staff to close the escrow.

## **4. RELEASE, POSSESSION AND PERMITTING**

### **4.1. Release**

- 4.1.1. Upon the Close of Escrow, County hereby waives, releases, acquits, and forever discharges City, it's agents, directors, officers, and employees, to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way growing out of or connected with this Agreement or the Independence Parcel (including, without limitation, the condition of the Independence Parcel), except matters arising from City's fraud or intentional misrepresentation.
- 4.1.2. Upon the Close of Escrow, City hereby waives, releases, acquits, and forever discharges County, it's agents, directors, officers, and employees, to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way growing out of or connected with this Agreement or the Cedar Parcel (including, without limitation, the

condition of the Cedar Parcel), except matters arising from City's fraud or intentional misrepresentation.

4.2. Possession

- 4.2.1. County shall have access and rights of occupancy to Independence Parcel immediately upon successful close of escrow.
- 4.2.2. County shall
  - 4.2.2.1. Within one-hundred-twenty (120) days of successful close of escrow, vacate all personal property from Cedar Parcel and provide City with access and keys to the warehouse. County may require and request an extension which shall not be denied unreasonably.
  - 4.2.2.2. For the period between successful close of escrow and vacating Cedar Parcel, continue providing insurance on Cedar Parcel as required in Exhibit G - County Insurance Requirements.

4.3. Permitting, Design and Construction of Independence Parcel

- 4.3.1. County intends to:
  - 4.3.1.1. Subsequent to successful close of escrow, develop the Independence Parcel with temporary improvements in a manner similar to conceptual plans depicted in Exhibit C - Independence Parcel Conceptual Short Term Plan.
  - 4.3.1.2. Within five (5) years begin design and construction of permanent site and facility improvements in a manner similar to conceptual plans depicted in Exhibit D - Independence Parcel Conceptual Long Term Plan.
- 4.3.2. Once the close of escrow process is complete, the County shall be the Agency Having Jurisdiction and be responsible for permitting site and facility improvements on Independence Parcel.
- 4.3.3. During the design and facility construction process, the County shall make every effort to collaborate with City to ensure consistency with the design elements desired by the City.

**5. OTHER TERMS AND CONDITIONS**

5.1. Waiver and Dispute Resolution and Governing Law:

- 5.1.1. The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
- 5.1.2. This Agreement and any other subsequent amendments hereto, shall be governed by and construed in accordance with the laws of the State of California and the County of Butte.
- 5.1.3. The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction shall be mediated in accordance with California State Law.
- 5.1.4. Those items that shall be excluded from mediation include a judicial or non-judicial foreclosure, or other action or proceeding to enforce a deed of trust or mortgage, an unlawful detainer action, the filing or enforcement of a mechanics lien and any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

5.2. Severability of Provisions:

If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

5.3. Amendment:

This Agreement nor any provision in it, may be neither extended, amended, modified, altered nor changed, except in writing signed by the Parties.

5.4. Entire Agreement:

All understandings between the Parties are incorporated into this Agreement and intended by the Parties to be the final and complete expression of their covenant and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement shall be binding upon, and inure to the benefit of the Parties and their successors, heirs and assigns.

5.5. Counterparts: This Agreement and any amendments hereto may be executed in any number of counterparts and by each Party in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

5.6. Loss, Destruction and Condemnation: The Parties agree that, if, before the County transfers legal title or possession of the Cedar Parcel, all or a material part of the Cedar Parcel is destroyed without fault of the County, or is taken by eminent domain by any governmental entity, the City shall be entitled to terminate its obligations under this Agreement by written notice to County and County shall not have the right to enforce this Agreement against the City. If, the City does not elect to terminate this Agreement, then the City may proceed to close as provided herein with an assignment as applicable by County of all County's rights, title and interest in and to any such eminent domain awards and proceeds. County will promptly notify the City in writing of any eminent domain proceedings affecting the Cedar Parcel.

5.7. Notices: Notifications to the Parties shall be in writing and may be served by mail, courier, email or facsimile to the following destinations or as designated in writing by the Parties:

Authority: The Parties executing this Agreement and the instruments referenced herein on behalf of the County and the City have the legal power, right and actual authority to bind the Parties to the terms and conditions hereof.

5.9. Non-Discrimination: There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, disability, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the Parties, or any person claiming under or through the Parties, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants or vendees in the land.

5.10. Time is of the Essence: Time is of the essence with respect to all provisions of this Agreement.

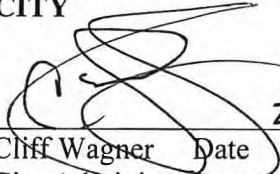
*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

IN WITNESS WHEREOF, the Parties hereto, duly authorized, have executed this Agreement as of the last date written below.

COUNTY

\_\_\_\_\_

CITY

  
Cliff Wagner Date  
City Administrator

2-6-23

Reviewed As To Form  
Butte County Counsel

Reviewed As To Form

\_\_\_\_\_  
Brad J. Stephens Date  
Butte County Counsel

 2/6/23  
\_\_\_\_\_  
City Attorney Date

\_\_\_\_\_  
Joshua Pack Date  
Director – Public Works

## Exhibit A – Cedar Parcel Map

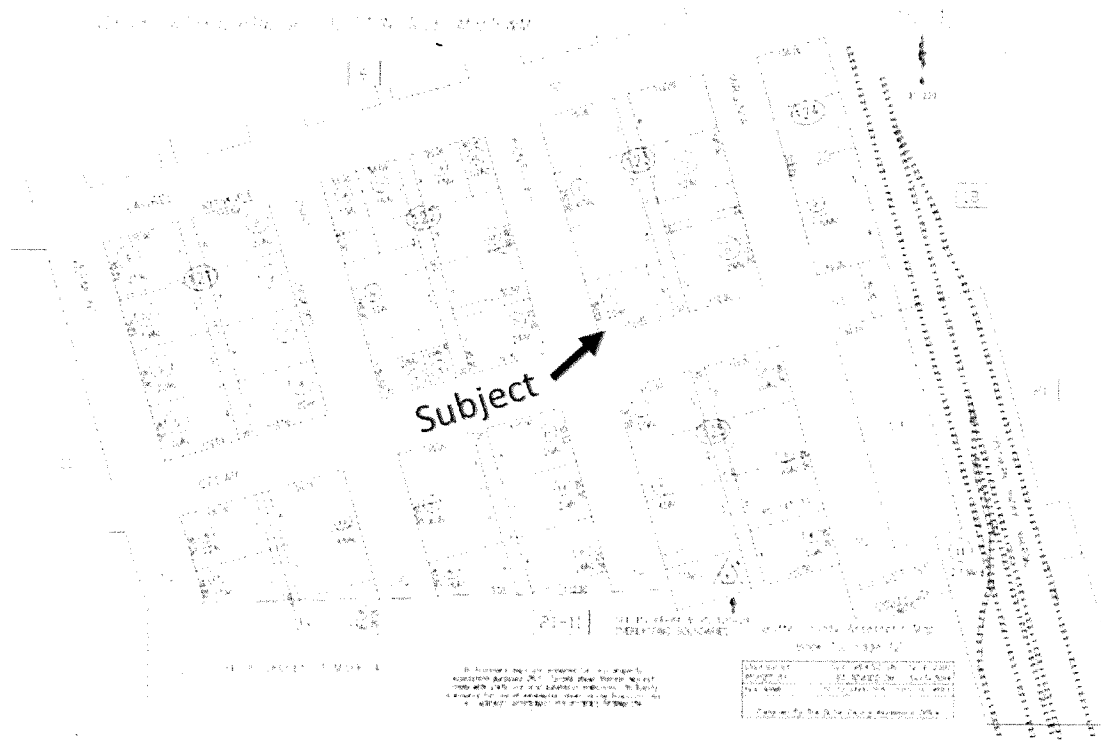




Exhibit B – Cedar Parcel Legal Description

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF BUTTE, STATE OF CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 2 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT NUMBER FOUR (4) OF BLOCK NUMBER SEVENTEEN (17), AS SHOWN ON THAT CERTAIN MAP ENTITLED, “MAP OF THE TOWN OF GRIDLEY, BUTTE COUNTY, CALIFORNIA”, WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE ON FEBRUARY 27, 1878 AS BOOK 1 OF MAPS PAGE 41.

## Exhibit C Independence Parcel Conceptual Short Term Plan

The purpose of the short-term conceptual plan for Parcel 9 is to document Butte County's aspirations for the parcel and provide conceptual design guidance to establish a temporary working maintenance facility. This conceptual plan will highlight the key features needed to make this parcel into a temporary home for the Gridley Maintenance Crews until a permanent facility is constructed.

The short-term conceptual plan for the parcel includes the following:

- Temporary office trailer
- Temporary small tool equipment storage.
- Placement of temporary surfacing for employee parking and equipment storage
- Temporary fencing installed on all or a portion of Parcel9.
- Installation of temporary lighting for security.

## Exhibit D – Independence Parcel Conceptual Long Term Plan

The purpose of the long-term conceptual plan for Parcel 9 is to document Butte County's aspirations for the parcel and provide conceptual design guidance to establish a permanent working maintenance facility. This conceptual plan will highlight the key features of the permanent facility and provide a timeline for construction.

The long-term conceptual plan for the parcel includes the following:

- Office space
- Shop area for equipment maintenance and storage.
- Equipment storage and parking area
- Material storage area
- Installation of chain-link fence along the perimeter of Parcel 9
- Installation of a security system with lighting.
- Paved parking area for employees
- Landscaped street frontage
- Onsite storm water retention
- Aesthetic building features that are consistent with other improvements within the industrial complex.

Conceptual layout for the improvements is provided on the next page along with a front elevation view of the proposed building.

Butte County's proposed development schedule for Parcel9:

- |   |               |
|---|---------------|
| • Solicit Architectural and Engineering Services            | December 2022 |
| • Award Architectural and Engineering Services              | February 2023 |
| • Conceptual plan complete                                  | July 2023     |
| • Design development / completion of construction documents |               |
| Procurement of building permits                             | December 2023 |
| • Advertise Project   | January 2024  |
| • Award of Project by Board of Supervisors                  | March 2024    |
| • Contract Execution  | April 2024    |
| • Start Construction  | June 2024     |
| • Finish construction                                       | December 2024 |
| • County crews occupy building                              | January 2025  |

## Exhibit E – Independence Parcel Map

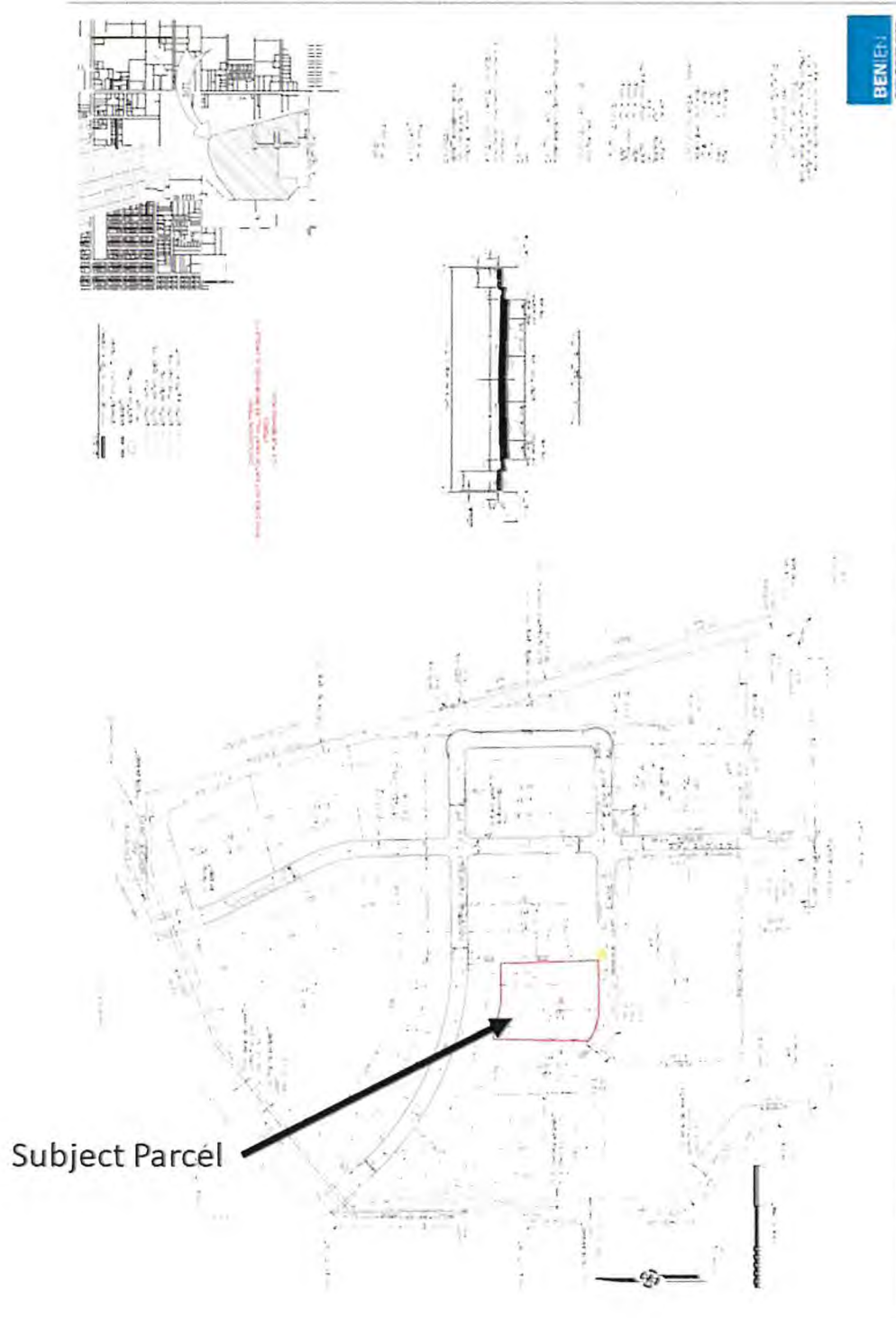


Exhibit F – Independence Parcel Legal Description

## Exhibit G – County Insurance Requirements

Upon close of escrow but before COUNTY vacates premises on Cedar Street, COUNTY hereby agrees to insure the Cedar Street site in the same manner and amounts as it does other properties it owns.

Neither CITY nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless CITY, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, activity or jurisdiction delegated to COUNTY under this Agreement.

Neither COUNTY nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, activity or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless COUNTY, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

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

**Date:** October 2, 2023  
**To:** Mayor and City Council  
**From:** Cliff Wagner, City Administrator  
**Subject:** G.I.B.T Donation Consideration

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

---

**Recommendation**

Staff requests Gridley City Council direction relative to the request from the G.I.B.T. for financial support for the 2023 tournament that is set for December 7 - 9.

**Background**

Over the course of the past several years, the City of Gridley has contributed to the Gridley Invitational Basketball Tournament. In 2022 the City donated to the Gridley Invitational Basketball Tournament and made donations to other organizations and causes in varying amounts. This year, the G.I.B.T has requested a contribution in the amount of \$1,500.

**Fiscal Impact**

In this year's budget, the City of Gridley has established a line item of \$21,500 for contributions, of which \$1,500 was earmarked for the G.I.B.T contribution.

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

The City Council and City staff are committed to supporting the activities of important community organizations and promoting a growing local economy.

**Attachment**

GIBT 69<sup>th</sup> Anniversary Sponsor Package Information Sheet

# *Gridley Invitational Basketball Tournament*

[www.gridleyinvitational.org](http://www.gridleyinvitational.org)

SANCTIONED BY  
C.I.F.

Sponsored by Gridley High School  
300 East Spruce Street  
Gridley, California 95948

TELEPHONE (530) 846-3675  
FAX (530) 846-3283

September 28, 2023

Dear City of Gridley Council Members,

The 2023 Gridley Invitational Basketball Tournament will be on December 7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup>, 2023, when the most talented teams in Northern California arrive in the small town of Gridley. Because of sponsorships, we were able to continue the tradition of providing **our community** with this outstanding and longest running tournament in the State of California. So, we are looking for the City of Gridley to support this prestigious event.

Enclosed is the Gridley Invitational Basketball Tournament Sponsor Package for 2023. This will be our 69<sup>th</sup> annual tournament and the teams selected are outstanding and loaded with talent! In the past, the City of Gridley has sponsored the tournament for our community, and we hope you can sponsor it again this year.

The teams participating this year are as follows:

Gridley High School (Gridley)  
Archbishop Riordan High School (San Francisco)  
The Branson School (Ross)  
Clayton Valley Charter School (Concord)  
Clovis North High School (Fresno)  
Salesian College Preparatory School (Richmond)  
San Ramon Valley High School (Danville)  
Sheldon High School (Elk Grove)

If you have any questions or need further information, please give me a call 682-6610 (cell).

Sincerely,



Chris McIntire – Tournament Director



# GRIDLEY INVITATIONAL BASKETBALL TOURNAMENT

## 69<sup>th</sup> ANNIVERSARY – DECEMBER 7<sup>th</sup>, 8<sup>th</sup>, & 9<sup>th</sup>

### SPONSOR PACKAGE INFORMATION SHEET

#### △ Major Sponsor: \$1,500.00

- ◇ Newspaper Advertisement
- ◇ Sponsor Name listed on the **front or back** of the Tournament Program and a Full-Page Ad in the Tournament Program
- ◇ Large sponsor sign displayed on the gym wall throughout the boys' and girls' basketball season (size approximately 4 x 8 feet)
- ◇ Large sponsor sign displayed on the gym wall during the Butte County Fair
- ◇ Business name will be announced as a sponsor several times nightly throughout the tournament
- ◇ Radio Time or Ad on a local radio station
- ◇ 6 Season Passes to all Home Basketball Games for the entire 2023-2024 Season (Boys & Girls) **excluding playoffs.**
- ◇ 6 Tournament Passes to the GIBT
- ◇ 6 passes to the Friday Night Hospitality Party at the Moose Lodge

#### Additional GHS Boys Basketball Season Sponsorship

- Half Page Program Ad \$200
- Quarter Page Program Ad \$100
- Business Card Program Ad \$50

#### △ Gold Sponsor: \$500.00

- ◇ Full Page Ad in the Tournament Program
- ◇ Large sponsor sign displayed on the gym wall throughout the boys' and girls' basketball season (size approximately 4 feet x 4 feet)
- ◇ Large sponsor sign displayed on the gym wall during the Butte County Fair
- ◇ Business name will be announced as the sponsor of at least one game per night
- ◇ 4 Season Passes to all Home Basketball Games for the entire 2023-2024 Season (Boys & Girls) **excluding playoffs.**
- ◇ 4 Tournament Passes to the GIBT
- ◇ 4 passes to the Friday Night Hospitality Party

#### Additional GHS Boys Basketball Season Sponsorship

- Half Page Program Ad \$200
- Quarter Page Program Ad \$100
- Business Card Program Ad \$50

**△ Blue Sponsor:     \$250.00**

- ◇ Half Page Ad in the Tournament Program
- ◇ Sponsor sign displayed on the gym wall throughout the boys' and girls' basketball season (size approximately 3 feet x 3 feet)
- ◇ 2 Season Passes to all Home Basketball Games for the entire 2023-2024 Season (Boys & Girls) **excluding playoffs.**
- ◇ 2 Tournament Passes to the GIBT

**Additional GHS Boys Basketball Season Sponsorship**

- Half Page Program Ad     \$200
- Quarter Page Program Ad   \$100
- Business Card Program Ad   \$50

**For More Information Contact:   Chris McIntire**



**Please make checks payable to: "GIBT" and send to the above address.**

**Thank you for your support!**