

Gridley City Council – Regular Meeting Agenda

Monday, November 3, 2025; 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 November 3, 2025, via email to csantana@gridley.ca.us or via the payment/document drop box at Gridley City Hall and will be conveyed to the Council for consideration.

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

<https://us06web.zoom.us/j/89665929696?pwd=UtkexXEWwu35UqWiv6vjTqriONsSHO.1>

Webinar ID: 896 6592 9696

Passcode: 802759

CALL TO ORDER - Mayor Farr

ROLL CALL

PLEDGE OF ALLEGIANCE – Vice Mayor Johnson

PROCLAMATION – Homeless Youth Awareness Month - *The Voices United Group*

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES - None

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

CONSENT AGENDA

1. City Council Minutes

City Council review and approval of City Council meeting minutes.

Recommended Action(s):

- a. Approve regular Council meeting minutes dated: October 6th, and October 20th, 2025
- b. Approve special Council meeting minutes dated: October 20th, 2025

2. Ord Ranch Transfer Station

City Council to review the Property Transfer Agreement

Recommended Action(s):

- a. Approve the Property Transfer agreement and;
- b. Authorize the City Administrator to execute any necessary documents

ITEMS FOR CONSIDERATION

3. Comprehensive Cost Allocation, Master Fee Study, and Nexus Study Request for Proposal

City Council to consider approval of the Request for Proposal (RFP) for professional consulting services to prepare a Comprehensive Cost Allocation Plan, Master Fee Study, and Nexus Study.

Recommended Action(s):

- a. Authorize staff to issue a Request for Proposals (RFP) for professional consulting services to prepare a Comprehensive Cost Allocation Plan, Master Fee Study, and Nexus Study; and
- b. Authorize the City Administrator and/or Finance Director, or designee, to make minor modifications to the RFP as necessary and to execute all related documents to facilitate the solicitation process.

4. Housing Tools Services Agreement

City Council to consider authorizing the Housing Tools Services Agreement to Prepare and Submit for the 2025 Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA)

Recommended Action(s):

- a. Approve the services agreement with Housing Tools
- b. Authorize the City Administrator to execute the contract with Housing Tools in an amount not to exceed \$20,000, contingent upon confirmation from HCD that the City qualifies as a candidate for the proposed grant.

COUNCIL COMMITTEE REPORTS - *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.*

DEPARTMENT UPDATE REPORTS – *Brief updates and reports on City services as it pertains to each department, if any.*

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

Travel Policy	11/17/2025
Energy Efficiency Contract Review	11/17/2025
Records Retention RFP	11/17/2025
Randolph Lot Use Agreement – GUSD	11/17/2025

CLOSED SESSION –

5. Pursuant to Government Code 54957.6: Conference with Labor Negotiator, Elisa Arteaga, City Administrator, for discussion of progress of collective bargaining discussions with City Employee represented classes – IBEW, MMU, and GPOA

ADJOURNMENT – adjourning to a regular meeting on November 17th, 2025

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 31st, 2025. This agenda along with all attachments is available for public viewing online at www.gridley.ca.us and at the Administration Counter in City Hall, 685 Kentucky Street, Gridley, CA.

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

Proclamation: Homeless Youth Awareness Month

WHEREAS, The California Department of Education reports there were 286,853 students experiencing homelessness statewide, including some 1,798 K-12 students in Butte County enrolled during the 2023/24 school year; and,

WHEREAS, Approximately 25% of youth exiting foster care will experience homelessness; and,

WHEREAS, Natural disaster and lack of affordable housing have exacerbated youth homelessness across rural California; and,

WHEREAS, A high percentage of homeless youth have been physically, sexually and/or emotionally abused by their guardians and are frequently re-victimized and exploited while living on the streets and in shelters; and,

WHEREAS, LGBTQ+ young adults are at a 120% higher risk of homelessness when compared to their peers, and comprise about 40% of the unaccompanied homeless youth population; and,

WHEREAS, due to the lack of stable housing, homeless youth face great difficulty in accessing stabilizing, and succeeding in school, reducing the likely hood of successful graduation; and,

WHEREAS, the citizens of Gridley, California are the key to preventing youth homelessness by acting as mentors and role models for youth, guiding them towards available resources, productive choices and creating opportunities for youth to successfully transition to adulthood;

NOW, THEREFORE, I, Michael W.Farr as Mayor of the City of Gridley, and on behalf of the citizens of Gridley California, by virtue of the authority vested in me, do hereby proclaim November 2025 as Homeless Youth Awareness Month in the City of Gridley.

Michael W. Farr, Mayor

Gridley City Council – Regular Meeting Minutes

Monday, October 6, 2025; 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

Present:	Johnson, Roberts, Farr, Sanchez
Absent:	Calderon
Arriving after roll call:	None
Staff Present:	Elisa Arteaga, City Administrator Tony Galyean, City Attorney Todd Farr, Police Chief Martin Pineda, Finance Director Patricia Taverner, Human Resources Manager Chip Fowler, Fire Chief Chris Smith, Principal Planner Jerry Cox, Public Works Director Carmen Santana, Deputy City Clerk Amanda Kaelin, Recreation Coordinator Ryan Carlson, Electric Director

PLEDGE OF ALLEGIANCE

Councilmember Roberts led the Pledge of Allegiance.

PROCLAMATION – None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES

Finance Director Martin Pineda introduced Miguel Chavez, Business Services Supervisor. City Administrator Elisa Arteaga introduced Patricia Taverner, Human Resources Manager.

COMMUNITY PARTICIPATION FORUM

The community forum was opened and seeing no one was present to speak was closed.

CONSENT AGENDA

1. City Council Minutes

City Council review and approval of City Council meeting minutes.

Recommended Action(s):

- a. Approve regular Council meeting minutes dated: August 18th, September 2nd and September 15th, 2025
- b. Approve special Council meeting minutes dated: August 28th, 2025

2. Northern California Cities Self Insurance Fund (NCCSIF) Appointments

City Council to review and approve the appointments of representative and alternate representative to NCCSIF

Recommended Action(s):

- a. Review Resolution 2025-R-025: a Resolution of the City of Gridley appointing a primary representative and alternate representatives to Northern California Cities Self Insurance Fund

ROLL CALL

Motion: Johnson

Second: Roberts

Action: to approve consent agenda as presented

Ayes: Roberts, Farr, Johnson, Sanchez

Noes: None

Absent: Calderon

Abstain: None

Motion passed, 4-0

INFORMATIONAL UPDATES

3. Youth Soccer League

City Council to receive staff update related to the Gridley Recreation Youth Soccer League

Recommended Action(s):

- a. Receive update and provide feedback or direction, if desired

City Administrator Elisa Arteaga provided an update on the Youth Soccer League, addressing recent concerns regarding the team jerseys. She informed the Council that new jerseys have been ordered for all team members and are expected to arrive within the week.

Arteaga explained also that efforts have been made to address additional concerns raised by Gridley residents and to communicate promptly with coaches, noting that she understands how

important these youth programs are to local families. She requested Council direction on whether to issue mass refunds or to limit refunds to those who specifically request them.

Councilmember Sanchez expressed her support for the City Administrator and Finance Director, emphasizing the importance of holding Recreation Department staff to high standards and maintaining the strong level of service the department has historically provided.

Mayor Farr acknowledged that mistakes can happen, and stated that as City Administrator Arteaga reported, the issue is being resolved appropriately and the City can move forward.

The informational item concluded with a consensus that the City will issue refunds upon request.

4. Pacific Flyway Development (Sanchez)

City Council to receive staff update related to the Pacific Flyway Development

Recommended Action(s):

- a. Receive update and provide feedback or direction, if desired

Councilmember Sanchez introduced the item, noting that several Councilmembers had received complaints regarding heavy truck traffic on Laurel Street accessing the Pacific Flyway Development. She explained that the intent of bringing the item forward was to provide an opportunity for affected residents to share their concerns directly with the Council.

City Administrator Elisa Arteaga reported on the complaints received and outlined the actions taken by City staff to address the issue. These actions included contacting the developer and contractor to ensure that their vendors were informed and directed to use the designated truck route. In addition, the Public Works Department installed a “No Trucks” sign at the entrance of Laurel Street to help prevent further violations.

Vice Mayor Johnson commented that he understood the challenge for large trucks making the turn onto the gravel access road from Randolph Street, noting that the turn radius is limited.

Councilmember Sanchez also mentioned observing a large pothole in the area and inquired about responsibility for the damage.

Dan Marinella, a Laurel Street resident, addressed the Council and acknowledged that while City staff had responded to many of his concerns, he felt that if semi-trucks continue to use the road, they should be responsible for contributing to necessary repairs.

Michael Kipp, of 1806 Laurel Street, also spoke and stated that most of his concerns had been addressed, commending staff for their responsiveness and follow-through in resolving the matter.

5. Quarterly Investment Review

Finance Director to provide Council with quarterly investment update

Recommended Action(s):

- a. Receive update and provide feedback or direction, if desired

Finance Director Martin Pineda presented an update on the City's investment portfolio, which is managed by Meeder Investments. He provided details on the current portfolio balances and reported that the net income to date is \$418,000.

The report was received with no further discussion.

6. City Grants Update

Finance Director to provide Council with an update on ongoing grant-related efforts in collaboration with California Consulting for securing grant funding opportunities

Recommended Action(s):

- a. Receive update and provide feedback or direction, if desired

Finance Director Martin Pineda provided the Council with an update on the grants he has been working on in partnership with California Consulting. The City collaborates with California Consulting to identify grant opportunities that are in the City's best interest to pursue. Pineda presented a spreadsheet outlining the various grants currently in progress and gave a brief explanation of each, including the intended use of the funds.

Vice Mayor Johnson asked whether application fees and related work are covered by these grants. Pineda explained that coverage depends on the specific wording of each grant, but in most cases, those costs are included.

The report was received.

7. Virginia Street Abatements

City Attorney to provide Council with an informational update about the on-going abatement efforts for 110 Virginia Street and 390 Virginia Street

Recommended Action(s):

- a. Receive update and provide feedback or direction, if desired

For 110 Virginia Street, Galyean reported that a receivership is on file with the County, and the receiver is currently listing the property for sale at market value. He noted that the estimated cost to demolish the property exceeds its current value, so the primary goal is to sell the property. Vice Mayor Johnson asked who determines the sale price, and Attorney Galyean explained that the price is set by market conditions.

Regarding 390 Virginia Street, Galyean explained that efforts have been made to file a receivership; however, the property owner has been in contact with the City and initially took steps to correct the issues. Those efforts have since slowed. The owner requested an extension through September 30 but has not met all the required conditions. Galyean asked the Council for direction on whether

to grant another extension or to proceed with filing a receivership in court after October 10, when the property owner is expected to submit any final documentation of compliance.

Following discussion among the Council, Mayor Farr expressed his view that the receivership should be filed as soon as possible due to ongoing safety concerns. Attorney Galyean reiterated that the City Council reached a majority consensus to move forward with filing the receivership.

ITEMS FOR CONSIDERATION

8. Police Department Military Equipment Annual Review

City Council to review City Ordinance 838-2022, Gridley Police Department's Policy #706 and Military Equipment Report 2024 and Inventory for 2025

Recommended Action(s):

- a. Review the documents and determine whether the department's use of the defined military equipment complies with Policy #706
- b. Approve continuation of Ordinance and Policy, or modify or repeal them as appropriate

Police Chief Todd Farr presented an item requesting that the City Council review the accompanying documents and determine whether the Police Department's use of defined military equipment remains in compliance with Policy No. 706. He further requested that the Council approve the continuation of the current ordinance and policy.

Chief Farr reported that the Department's inventory and use of the defined military equipment remain largely unchanged from the previous year, with the only modification being an increase in 9mm ammunition. He also explained that the State requires this review and approval to be conducted on an annual basis.

ROLL CALL

Motion: Johnson

Second: Roberts

Action: to approve consent agenda as presented

Ayes: Roberts, Farr, Johnson, Sanchez

Noes: None

Absent: Calderon

Abstain: None

Motion passed, 4-0

9. Gridley Sports Complex Ph 1 – Budget Adjustment and Contract Amendments Unsuitable Site Conditions – Geotechnical Investigation

City Council to consider authorizing the City Administrator to execute an amendment to task order 16-607-402 with BEN-EN to include Geotechnical Investigation for the sports lighting foundation in the amount of \$38,661.10

Recommended Action(s):

- a. Review the amendment to Task Order 16-607-402 with BEN-EN
- b. Authorize the City Administrator to execute the task order amendment

City Engineer Dave Harden presented a staff report requesting a budget adjustment due to unsuitable soil conditions discovered at the project site. Construction field exploration revealed high groundwater levels and loose, sandy soils at the planned sports lighting locations, making the original foundation design infeasible.

To complete the structural design for the Sports Complex Lighting, staff recommended authorizing Crawford and Associates, Inc. to conduct geotechnical borings at three locations between the proposed light poles. The results would provide MUSCO Lighting's structural engineers with the necessary data to redesign the foundations appropriately.

Mayor Farr noted, based on his past experience, that depths can vary significantly within a close proximity. Vice Mayor Johnson asked whether MUSCO would be satisfied with analysis from the approximate boring locations, or if issues could still arise if unsuitable conditions exist directly beneath the light poles.

Following extensive Council discussion, a motion was made by Councilmember Roberts, seconded by Mayor Farr, to approve Task Order 16-607-407 authorizing three separate borings. Upon roll call, Vice Mayor Johnson voted no, and Councilmember Sanchez abstained; therefore, the motion failed.

After additional discussion, the Council reached a general consensus that boring only three holes between the proposed light locations may not provide sufficient data. A motion was made to table the item with direction for staff to return with a revised option including pricing for seven borings, one at each proposed light pole location.

ROLL CALL

Motion: Roberts

Second: Johnson

Action: To table the item and bring back a second option from Crawford and Associates, Inc. to include pricing for seven boring locations.

Ayes: Roberts, Farr, Johnson, Sanchez

Noes: None

Absent: Calderon

Abstain: None

Motion passed, 4-0

COUNCIL COMMITTEE REPORTS - None

CITY ADMINISTRATOR REPORTS

City Administrator Elisa Arteaga provided an update on the upcoming Gridley Dump Day scheduled for November 1. She also informed the Council that city staff have been working diligently on the weed abatement process, successfully reducing the original 83 notices to just two remaining to be addressed.

DEPARTMENT UPDATE REPORTS

Fire Chief Chip Fowler provided an update on the Gridley Fire Department's activities and performance metrics for the month of September.

Principal Planner Christopher Smith presented a report on the ongoing updates to the Housing Element.

Recreation Coordinator Amanda Kaelin addressed the Council, noting that while the jerseys were not initially well received, the Recreation Department's intentions were positive, and she was pleased the matter had been resolved. She also reported continued growth across the current Gridley Recreation programs.

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

Quarterly Budget Review	10/20/2025
Travel Policy	10/20/2025
Energy Efficiency Contract Review	11/3/2025
Master Fee Schedule, Cost-Allocation, and Nexus Study RFP	11/3/2025
Randolph Lot Use Agreement – GUSD	11/3/2025

CLOSED SESSION –

10. Pursuant to Government Code 54957.6: Conference with Labor Negotiator, Elisa Arteaga, City Administrator, for discussion of progress of collective bargaining discussions with City Employee represented classes – IBEW, MMU, and GPOA

At 8:27 pm City Council went into closed session and closed at 9:08 pm with no reportable action.

ADJOURNMENT

With no further items left to discuss, Mayor Farr adjourned to the next regular meeting scheduled for October 20th, 2025.

Approve: _____
Elisa Arteaga, City Clerk

Gridley City Council – Regular Meeting Minutes

Monday, October 20, 2025; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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CALL TO ORDER

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

ROLL CALL

Present:	Johnson, Roberts, Farr, Calderon
Absent:	None
Arriving after roll call:	Sanchez
Staff Present:	Elisa Arteaga, City Administrator Landon Little, Deputy City Attorney Todd Farr, Police Chief Martin Pineda, Finance Director Chris Smith, Principal Planner Jerry Cox, Public Works Director Carmen Santana, Deputy City Clerk Ryan Carlson, Electric Director

PLEDGE OF ALLEGIANCE

Mayor Farr led the Pledge of Allegiance.

PROCLAMATION – None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES - None

COMMUNITY PARTICIPATION FORUM

Julian Ramirez of 380 Sage Street requested that Council install speed bumps near his home in hopes that cars slow down in the area.

CONSENT AGENDA

1. Annual Wildfire Mitigation Plan

City Council to review the annual Wildfire Mitigation Plan for FY 25/26

Recommended Action(s):

- a. Approve the Wildfire Mitigation Plan

ROLL CALL

Motion: Johnson

Second: Roberts

Action: to approve consent agenda as presented

Ayes: Roberts, Farr, Johnson, Calderon

Noes: None

Absent: Sanchez

Abstain: None

Motion passed, 4-0

ITEMS FOR CONSIDERATION

2. Gridley Invitational Basketball Tournament (G.I.B.T) Donation Request

City Council to consider the donation request made by G.I.B.T

Recommended Action(s):

- a. Approve the donation in the amount of \$1,500 to G.I.B.T.

City Administrator Elisa Arteaga presented the item and informed the Council that, historically, the City has contributed donations ranging from \$500 to \$1,500 to support the Gridley Invitational Basketball Tournament (GIBT). Arteaga noted that this year marks the 71st anniversary of the tournament and that organizers have requested a \$1,500 donation from the City.

Mayor Farr expressed his support for the request, stating that the tournament is one of the premier community events held in Gridley.

ROLL CALL

Motion: Johnson

Second: Roberts

Action: to approve the donation in the amount of \$1,500 to the G.I.B.T

Ayes: Roberts, Farr, Johnson, Calderon

Noes: None

Absent: Sanchez

Abstain: None

Motion passed, 4-0

3. Gridley Sports Complex Ph 1 – Budget Adjustment and Contract Amendments Unsuitable Site Conditions – Geotechnical Investigation – Option #2

City Council to consider authorizing the City Administrator to execute an amendment to task order 16-607-402 with BEN-EN to include Geotechnical Investigation for the sports lighting foundation in the amount of \$65,037.20

Recommended Action(s):

- a. Review the amendment to Task Order 16-607-402 with BEN-EN
- b. Authorize the City Administrator to execute the task order amendment

City Engineer Dave Harden presented the item, which had been tabled from the October 6th meeting at the Council's request for a modified proposal. The revised plan includes boring holes at each lighting post location to be installed at the sports complex, rather than only boring three holes spaced between the proposed pole sites as originally planned.

Following the prior discussions held during the October 6th meeting, minimal discussion occurred at this meeting, as the Council was already familiar with the details and modifications of the proposal.

ROLL CALL

Motion: Johnson

Second: Roberts

Action: to approve the task order 16-607-402 in the amount of \$65,037.20

Ayes: Roberts, Farr, Johnson, Calderon, Sanchez

Noes: None

Absent: None

Abstain: None

Motion passed, 5-0

4. Cross-Connection Control Plan Development – Contract Award

City Council authorize the City Administrator to execute a professional services agreement (PSA) with SoCal Water Pros (Exodus Water Services) for development of the Cross-Connection Control Plan (CCCP) in an amount not to exceed \$10,450.

Recommended Action(s):

- a. Authorize City Administrator to execute a PSA with SoCal Water Pros (Exodus Water Services) for development of the Cross-Connection Control Plan

City Engineer Dave Harden presented the item and explained that the Cross-Connection Control Plan is a state-mandated requirement for all water suppliers. He noted that the development of this plan requires the expertise of a certified specialist, which the City does not currently have on staff.

Harden further explained that because this requirement was not previously known, the City did not budget for it in the current fiscal year. As a result, Resolution No. 2025-R-026, authorizing a supplemental appropriation of \$10,450 for the preparation of the Cross-Connection Control Plan, was included with the staff report for Council's consideration and adoption.

Public Works Director Jerry Cox added that he has requested and received an extension until December 2025 to ensure the City remains in compliance with the state's requirements.

ROLL CALL

Motion: Johnson

Second: Roberts

Action: to authorize the City Administrator to execute a professional services agreement (PSA) with SoCal Water Pros (Exodus Water Services) for development of the Cross-Connection Control Plan (CCCP) in an amount not to exceed \$10,450 and approve Supplemental Appropriation Resolution 2025-R-026.

Ayes: Roberts, Farr, Johnson, Calderon, Sanchez

Noes: None

Absent: None

Abstain: None

Motion passed, 5-0

COUNCIL COMMITTEE REPORTS

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

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 Elisa Arteaga reported on her attendance at the League of California Cities Annual Conference, where she gained valuable insights into the emerging use of artificial intelligence (AI) in the workplace and best practices for implementing it safely and effectively.

Arteaga shared that while she has supported succession planning efforts within the organization, the sessions she attended at the conference reinforced and solidified the importance of continuing that work to ensure long-term organizational strength and staff development.

DEPARTMENT UPDATE REPORTS

Police Chief Todd Farr reported on the Gridley Police Department's First Quarter statistics, providing an overview of recent activity.

Finance Director Martin Pineda presented a brief Quarterly Budget Update, summarizing the current budget status.

Principal Planner reported that the Housing Element is scheduled to be presented to the Planning Commission on November 5th, and that the City Council can expect to review the document shortly thereafter.

Public Works Director Jerry Cox reported that he has signed off on the newly constructed homes in Parkland Estates. He also informed the Council that the street sweeper is now operating full time and announced that the City's Annual Clean-Up Day, in partnership with Waste Management, will be held on November 1st.

Electric Director Ryan Carlson reported that the Electric Department has been primarily focused on tree trimming efforts prior to the stormy season.

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

Travel Policy	11/3/2025
Energy Efficiency Contract Review	11/3/2025
Master Fee Schedule, Cost-Allocation, and Nexus Study RFP	11/3/2025
Randolph Lot Use Agreement – GUSD	11/3/2025

CLOSED SESSION –

5. Pursuant to Government Code 54957.6: Conference with Labor Negotiator, Elisa Arteaga, City Administrator, for discussion of progress of collective bargaining discussions with City Employee represented classes – IBEW, MMU, and GPOA

City Council went into closed session at 6:45 pm and came out of closed session at 7:19 pm with no reportable action.

ADJOURNMENT

With no further items left to discuss, Mayor Farr adjourned to the next regular meeting scheduled for November 3rd, 2025.

Approve: _____
Elisa Arteaga, City Clerk

Gridley City Council – Special City Council Meeting Minutes Study Session

Monday, October 20, 2025; 5:30 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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CALL TO ORDER

Mayor Farr called the meeting to order at 5:30 pm.

ROLL CALL

Present: Johnson, Roberts, Farr, Calderon

Absent: Sanchez

Arriving after roll call: None

Staff Present: Elisa Arteaga, City Administrator
Landon Little, Deputy City Attorney
Todd Farr, Police Chief
Martin Pineda, Finance Director
Chris Smith, Principal Planner
Jerry Cox, Public Works Director
Carmen Santana, Deputy City Clerk
Ryan Carlson, Electric Director

COMMUNITY PARTICIPATION FORUM

The forum was opened and with no one present to speak, was closed.

CONSENT AGENDA - None

STUDY SESSION - ITEMS FOR DISCUSSION

1. Draft Sidewalk Ordinance Update

Staff recommends the City Council review and provide feedback on the draft sidewalk ordinance update during this study session

Recommended Action(s):

- a. provide feedback on the draft sidewalk ordinance

City Administrator Elisa Artega introduced the item, noting that the recommendations were based on guidance from the City's liability carrier, NCCSIF.

Carmen Santana, Deputy City Clerk, presented a slideshow summarizing the current sidewalk ordinance and the challenges faced by City staff. She outlined the proposed updates, emphasizing that the intent is to clarify homeowners' responsibility to maintain sidewalks adjacent to their properties and ensure they remain safe for public use.

Santana noted that the proposed ordinance does not include a formal sidewalk repair program, but the City is exploring options to assist homeowners with repair costs. Potential assistance could include installment payment plans, either directly through the City or via property tax assessments, subject to available funding.

Councilmember Calderon asked whether the proposed changes would require all Gridley residents to repair or install sidewalks where none currently exist. Santana clarified that the ordinance update will not impose immediate requirements on homeowners, particularly in areas without sidewalks. However, she mentioned that the City is conducting citywide sidewalk inspections and will prioritize outreach to property owners where conditions present the greatest safety concerns.

Council and members of the public were invited to contact the Deputy City Clerk with any questions, concerns, or recommendations regarding the Sidewalk Ordinance update in the coming weeks.

2. Draft Tree Ordinance Update

Staff recommends the City Council review and provide feedback on the draft tree ordinance update during this study session

Recommended Action(s):

- a. provide feedback on the draft tree ordinance

Similar to the Sidewalk Ordinance update, the Tree Ordinance update aims to clarify property owner responsibilities and limit City liability for trees located within the public right-of-way. Although these trees may be situated in the City's right-of-way, they remain the responsibility of the adjacent property owner.

Deputy City Clerk Carmen Santana explained the ongoing challenges with the current ordinance, particularly the lack of clarity regarding ownership and maintenance responsibilities for trees located on private property. She noted that the City currently operates a tree removal program without clear cost recovery procedures.

The proposed ordinance revisions would ensure that homeowners are financially responsible for tree maintenance and removal, including the cost of hiring a licensed contractor to perform the work. This change is intended to reduce the workload on the Public Works Department and ensure a more consistent and equitable process.

City Council and members of the public were encouraged to contact the Deputy City Clerk with any questions, concerns, or recommendations regarding the Tree Ordinance update in the coming weeks.

CLOSED SESSION - None

ADJOURNMENT

At 5:58 pm with no further items left to discuss, Mayor Farr adjourned to the regular meeting scheduled for 6:00 pm, October 20th, 2025.

Approve: _____
Elisa Arteaga, City Clerk

City Council Agenda Item #2
Staff Report

Date: November 3rd, 2025
To: Mayor and City Council
From: Elisa Arteaga, City Administrator

X	Regular
	Special
	Closed
	Emergency

Subject: Ord Ranch Transfer Station – Property Transfer Agreement

Recommendation

Staff recommends that the City Council approve the attached property transfer agreement related to the Ord Ranch Transfer Station (APN 025-190-088).

Background

At a previous City Council meeting, the Council approved the City's acquisition of the parcel on which the Ord Ranch Transfer Station is located and authorized the City Administrator to execute all necessary documents to complete the transfer.

At that time, the property transfer agreement was not yet available for review. For purposes of transparency and record clarity, the finalized agreement is now being presented to the City Council for review and acknowledgment.

The parcel transfer is being conducted in cooperation with Butte County pursuant to Government Code Section 25365, which allows for the transfer of property no longer needed for county purposes. The City's ownership of the parcel will ensure continued access and operation of the local transfer station for the benefit of Gridley residents.

Financial Impact

Assuming ownership of the Ord Ranch Transfer Station parcel would have no significant financial impact to the City, other than the cost of adding the property to the City's insurance coverage and upgrades, if any, to the property. If any upgrades are planned, we will bring it back to council for consideration.

Compliance with City Council Strategic Plan or Budget Goals

This request aligns with the City Council's strategic priorities by maintaining transparency in property and business transactions, while also supporting continued access to a local transfer station for the benefit of residents.

Attachments

Property Transfer Agreement for Ord Ranch Transfer Station

**MEMORANDUM OF UNDERSTANDING REGARDING THE TRANSFER OF PROPERTY
LOCATED AT 119 ORD RANCH ROAD, GRIDLEY, CALIFORNIA (APNS 025-190-088 AND
025-190-092) BETWEEN THE COUNTY OF BUTTE AND THE CITY OF GRIDLEY**

This Memorandum of Understanding (“MOU”) is entered into by and between the **COUNTY OF BUTTE** (“County”) and the **CITY OF GRIDLEY** (“City”) for the purpose of memorializing the mutual understanding and intent of the parties regarding the transfer of County-owned real property located at **119 Ord Ranch Road, Gridley, California** (Assessor’s Parcel Numbers 025-190-088 and 025-190-092) (“Property”).

1. Purpose

In 1992, the County and City entered into an agreement allowing the City to utilize the Property, rent-free, as a solid waste transfer station and household hazardous waste facility. The City has successfully operated the facility since that time, providing continued benefit to City residents.

The County no longer requires the Property for County purposes and, pursuant to Government Code section 25365, wishes to permanently transfer ownership of the Property to the City under the conditions outlined in this MOU.

2. Transfer of Property

The County will convey the Property to the City by Grant Deed, executed concurrently with this MOU. The County will pay all recording and title transfer fees associated with the conveyance.

The City accepts title to the Property “as is,” with no representations or warranties, express or implied, as to the condition of the land, improvements, or environmental status of the Property. The City acknowledges that it has had adequate opportunity to inspect the Property and assumes responsibility for its ongoing condition and use.

3. Intended Use and Reversion

The City shall continue to utilize the Property for solid waste transfer and/or household hazardous waste facility operations for the benefit of the public. Should the City discontinue use of the Property for the stated purpose or convert it to another use without prior written consent of the County, ownership of the Property may, at the County’s option, revert to the County.

4. Environmental and Liability Provisions

The City shall procure and maintain, or require its operator to maintain, insurance, including general liability and, where applicable, environmental impairment liability coverage, with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

The City agrees to defend, indemnify, and hold harmless the County, its officers, employees, and agents from and against all claims, demands, actions, damages, liabilities, and expenses (including reasonable attorney's fees) arising out of or related to the City's or its operator's operations, use, occupancy, or maintenance of the Property, except to the extent caused by the negligence or willful misconduct of the County.

The County agrees to defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against all claims, demands, actions, damages, liabilities, and expenses (including reasonable attorney's fees) arising out of or related to the County's negligence or willful misconduct occurring before the transfer of title.

5. Records and Compliance

The City shall maintain all operational, environmental, and regulatory records related to the Property for a minimum of five (5) years, or longer if required by law, and make such records available to the County upon request. The City shall comply with all applicable federal, state, and local laws, regulations, and ordinances related to solid and hazardous waste management.

6. Authority and Effective Date

This MOU is authorized by the Butte County Board of Supervisors' action taken on October 14, 2025, declaring the Property no longer required for County purposes, declaring the property exempt surplus under Government Code section 54221(f)(1)(D) and authorizing the transfer pursuant to section 25365 and authorizing the Director of Public Works to execute documents necessary to transfer the property to the City. This MOU shall become effective upon execution by both parties and the recordation of the Grant Deed transferring title to the City.

7. Notices

Notices or communications under this MOU shall be delivered to:

COUNTY OF BUTTE

Director of Public Works

Butte County Department of Public Works

7 County Center Drive

Oroville, CA 95965

CITY OF GRIDLEY

City Manager
City of Gridley
685 Kentucky Street
Gridley, CA 95948

8. Entire Understanding

This MOU reflects the complete understanding of the parties concerning the transfer of the Property and supersedes the prior 1992 “Agreement for the City’s Use of Certain Premises.” This MOU does not create any ongoing financial obligation between the parties except as expressly stated herein.

9. Signatures

City of Gridley:

County of Butte:

City Administrator

Director of Public Works

Date

Date

Road:
Parcel:
A.P. No.: por. APN
Escrow No.:

**Recording Requested by
and After Recording Return To:**

City of Gridley
Dept. of Public Works
685 Kentucky Street
Gridley, CA 95948

GRANT DEED

The County of Butte

Grants to: The City of Gridley

All that real property situate in the unincorporated area of the County of Butte, State of California,
described as follows:

SEE ATTACHED EXHIBIT "A"

GRANTORS' SIGNATURE(S)

Dated this _____ day of
_____, 2025

Signature

(print name)

EXHIBIT "A"

All that certain real property situate in the unincorporated area of the County of Butte, State of California, described as follows:

PARCEL I

A portion of that certain parcel of land in Section 30, T. 18 N., R. 3 E., M.D.B.&M., which parcel was conveyed by deed recorded in Volume 1559 at Page 119 Official Records of Butte County, described as follows:

Beginning at the Southwesterly corner of that parcel of land conveyed by said deed; Thence, from said point of beginning, S89°48'39"E, 254.32 feet; thence from a tangent that bears N53°19'02"E, along a curve to the left with a radius of 50.00 feet, through an angle of 23°07'39", an arc length of 20.18 feet; thence continuing along a tangent curve to the right with a radius of 50.00, through an angle of 59°59'58", an arc length of 52.36 feet; thence S89°48'39"E, 50.65 feet; thence N34°02'25"W, 167.48 feet to a point distant 628.79 feet Westerly, measured at right angles, from the "A" line at Engineer's Station "A"289+63.20 of the Department of Public Works' Survey on Road 03-But-99, Post mile 1.5/10.1; thence S75°20'57"W, 277.07 feet; thence S00°03'39"E, 107.51 feet to the point of beginning, containing 1.04 acres, more or less.

Reserving unto the State of California and it's assigns, a right of way in easement for the purpose of construction, reconstruction and maintenance of a drainage ditch at any time or times and from time to time upon, through, under and across that portion of said property described as follows:

Beginning at the point described herein above as "being 628.79 feet Westerly, measured at right angles, from Engineer's Station "A"289+63.20"; Thence from said point of beginning, S75°20'57"E, 243.74 feet; thence S20°09'48"E, 20.09 feet; thence N75°20'57"E, 227.65 feet; thence S34°02'25"E, 139.71 feet; thence S89°48'39"E, 24.19 feet; thence N34°02'25"W, 167.48 feet to the point of beginning.

There shall be no abutter's rights of access appurtenant to the above described real property in and to the adjacent State freeway.

PARCEL II

That certain parcel of land in the Southwest ¼ of Section 30, T. 19 N., R. 3 E., M.D.B.&M., conveyed to the State of California by deed recorded March 20, 1969 in Book 1559, Page 119, Butte County Official Records, herein after referred to as Parcel A.

EXHIBIT "A"

Page 2

Excepting there from that part thereof described in Directors Deed recorded October 1, 1971 in Book 1704, Page 305 Official Records of Butte County, herein after referred to as Parcel B.

Also Excepting there from all that portion of said Parcel A lying Easterly of the following described line:

Beginning at the intersection of the South line of said Parcel A and the Southwesterly prolongation of the course in said Parcel B described as "N34°02'25"W, 167.48 feet";

Thence from said point of beginning, N00°11'21"E, 197.70 feet to the North line of said Parcel A and the end of said described line.

Signature: _____
Douglas Sutherland, PLS 9720

Date: _____

City Council Agenda Item #3
Staff Report

Date: November 3, 2025

To: Mayor and City Council

From: Martin Pineda, Finance Director

Subject: Comprehensive Cost Allocation, Master Fee Study, and Nexus Study RFP

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully recommend Gridley City Council Staff:

1. Authorize staff to issue a Request for Proposals (RFP) for professional consulting services to prepare a Comprehensive Cost Allocation Plan, Master Fee Study, and Nexus Study; and
2. Authorize the City Administrator and/or Finance Director, or designee, to make minor modifications to the RFP as necessary and to execute all related documents to facilitate the solicitation process.

Background

The City of Gridley has not had a comprehensive review of its user fees, cost recovery levels, and cost allocation methodologies to ensure compliance with applicable laws, fiscal responsibility, and transparency. Due to the City's organizational structure, service levels, and regulatory environment significantly evolving, it is crucial for the city to complete a comprehensive review. Additionally, recent changes in state law and court rulings underscore the importance of maintaining accurate and legally defensible fee structures, particularly for development impact fees subject to nexus requirements under the Mitigation Fee Act (Government Code §66000 et seq.).

To address these needs, staff proposes to engage a qualified consultant to:

- Prepare a Cost Allocation Plan to determine the full cost of providing internal and external services.
- Conduct a Comprehensive review of the Master Fee Schedule to evaluate and recommend appropriate user fees and charges for City services.
- Update Nexus Studies to support the City's development impact fees in compliance with state law

Discussion

The purpose of issuing the RFP is to solicit proposals from qualified firms with demonstrated experience in local government cost recovery and fee studies. The selected consultant will work collaboratively with City departments to:

- Review and document all cost centers and service delivery processes;
- Analyze direct and indirect costs, overhead allocations, and departmental charge-backs;
- Evaluate existing fees and recommend adjustments to achieve Council-directed cost recovery goals;
- Prepare necessary documentation, including legally defensible **Nexus Studies** for impact fees; and
- Provide clear, transparent methodologies and public presentation materials.

The resulting studies will assist the City in aligning its fee structure with the true cost of service provision, ensuring equity among users and compliance with legal requirements.

Staff anticipates issuing the RFP in by the end of 2025 reviewing proposals early 2026 and returning to Council with a consultant selection and contract award recommendation.

Fiscal Impact:

There is no fiscal impact with this staff report other than staff time. Another staff report will be brought to council in the future and it will reflect the actual fiscal impact.

Attachments:

- 1.) Gridley Cost Allocation, Master Fee Schedule Study, and Nexus Study RFP - Draft
- 2.) Professional Services Agreement - Draft



City of Gridley
CALIFORNIA

Request for Proposals

FOR

COST ALLOCATION PLAN,
MASTER FEE STUDY, WITH OPTIONAL NEXUS STUDY

DEADLINE FOR SUBMISSION: XXXX XX, 2025, BY 3:00 PM (PST).

PROJECT CONTACT:

Martin Pineda, Finance Director
City of Gridley
685 Kentucky Street, Gridley, CA 95948
[\(530\) 846-5695](tel:(530)846-5695)
mpineda@gridley.ca.us

1. BACKGROUND

The City of Gridley, California, is a quaint community of 7,342 residents located in the heart of the beautiful Sacramento Valley. Conveniently located within a few hours of the Bay Area and the Lake Tahoe/Reno area, residents have the advantage of living in a community with clean air, good water, and a rural lifestyle, while having quick access to metropolitan areas. Gridley covers 2.08 square miles.

The City of Gridley is a General Law City that utilizes the Council/Administrator form of government. Serving at the pleasure of the City Council, the City Administrator is the administrative head of the city and is responsible to the City Council for the efficient and effective administration of all of the affairs of the city which are under his or her control.

The City of Gridley is a full-service city with 70 full-time equivalent (FTE) positions. Revenues for the City are budgeted at \$25.74 million, and Expenditures are budgeted at \$25.18 million in the 2025-26 fiscal year.

The city operates on a year-to-year budget cycle focused on the Capital Improvement Program. City departments include Police, Community Services, Community Development, Public Works, City Attorney, Finance, Human Resources, City Clerk, and the Office of the City Manager. The city contracts for Engineering with Bennett Engineering, and Fire Department/Fire Suppression Services with the California Department of Forestry and Fire Protection.

2. PROJECT OVERVIEW

The City of Gridley plans to prepare a Cost Allocation Plan and updated Master User Fee Schedule. The project will involve the development of a full Cost Allocation Plan (CAP). It will be a Full Indirect Cost Allocation Plan for indirect services provided by central service providers for the City of Gridley.

The project Scope of Services will also include updating the City's Master Fee Schedule effective on XXXX XX, 2025, which covers user fees charged by all City departments, studying additional service fees proposed by City Departments and charged by surrounding cities that are not currently part of the existing Master Fee Schedule and developing a fully burdened staff hourly rate.

The City is seeking to engage the services of a qualified professional firm experienced in Cost Allocation Plans and User Fee Studies to prepare this report.

The services for this project are anticipated to start by XXXX XX, 2025 with a timeline that would provide for a Cost Allocation Plan and Master Fee Study to be delivered in time to be effective on XXXX XX, 2026.

Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this Request for Proposals (RFP).

Qualified individuals, firms, contractors, consultants or entities (hereinafter "Consultant/Proposer(s)"), that meet the requirements set forth in this Request for Proposals (hereinafter "RFP") and are capable of providing the services requested are encouraged to participate.

There is no expressed or implied obligation for the City of Gridley to reimburse responding firms for any expenses incurred in preparing proposals in response to this request

3. BID REQUIREMENTS

Respondents to this RFP must submit completed proposals in electronic format by email and with the subject "Cost Allocation Plan and Master Fee Study" and the name of the proposing firm. Proposals must be received by the Finance Department, 685 Kentucky Street, Gridley CA, by 3:00 pm (PST) on Monday, XXXX XX, 2025 and emailed to mpineda@gridley.ca.us.

The City of Gridley reserves the right to reject any or all proposals submitted. During the evaluation process, the City of Gridley reserves the right to request additional information or clarification from proposers or to allow corrections of errors or omissions. At the discretion of the City of Gridley, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Gridley reserves the right to retain all proposals submitted and to use any ideas in proposal regardless of whether or not the proposal is selected.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted otherwise in the proposal submitted and confirmed in the contract between and City of Gridley and the firm selected.

4. SCOPE OF SERVICES

Project tasks shall include, but are not necessarily limited to, the following. If the firm feels that additional tasks are warranted, they must be clearly identified in the firm's proposal.

Cost Allocation Plan

The Cost Allocation Plan will ensure that the City continues to have a basis for applying comprehensive overhead rates and is accurately accounting for the true cost of providing various services by each department.

The Cost Allocation Plan will assist in properly identifying overhead rates that can be used in the calculation of billable hourly rates for federal and state grants, user fees and reimbursements from other governmental agencies. This may include the following elements. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

- A. Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's Cost Allocation Plan to ensure that the study will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the study.
- B. Meet with City staff and City Departments to conduct interviews as needed to gain an understanding of the City's processes and operations.
- C. Identify the total cost of providing each City service at the appropriate activity level and in a manner that is consistent with all applicable laws, statutes, rules, and regulations governing the collection of fees, rates, and charges by the City.
- D. Determine the appropriate General and Administrative overhead allocations to City activities and applicable overhead rates for use in calculating the City's Billable Hourly rates. The requirements of the model should allow for:
 - a) Additions, revisions, or removal of direct and overhead costs so that the overhead cost allocation plan can be easily adapted to a range of activities, both simple and complex.
 - b) The ability of the City to continuously update the model and overhead cost allocation plan from year to year as the organization changes.
 - c) The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration (i.e., ad-hoc analysis).

- E. Report on other matters that come to your attention during your evaluation that in your professional opinion the City should consider.
- F. Present the plan to the City's project team and management group and make necessary adjustments as requested.
- G. If requested, prepare and deliver presentations to the City's Finance Director, City Administrator and the City Council to facilitate their understanding of the plan and its implications for the City.
- H. Provide the City with an electronic copy of the final comprehensive Cost Allocation Plan, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in cost.
- I. Prepare a final report and a single Microsoft Word and PDF file of the Cost Allocation Plan that can be made available to City staff. Models, tables, and graphs should be provided in Microsoft Excel as deemed appropriate. Any Cost Allocation Model revisions developed shall also be made available to the City in Microsoft Word and PDF formats, providing the ability to add, delete and/or update information as needed.
- J. Provide a computer-based model for adjusting these fees and charges for the City's current and future needs and provide the City with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs.
- K. Consult with City staff should the need arise to defend the Cost Allocation Plan as a result of audits or other challenges.

Master Fee Study

The purpose of the Master Fee Study is to ensure the City accurately accounts for the true cost of providing various services within City operations and to assess appropriate fees and rates, allowing the City to recover the actual costs incurred for fee-related services. Utility rate-based fees are excluded from this proposal, the City has a separate consultant for an updated Utility Rate Design. This study will **provide an update to the Master Fee Schedule effective on XXXX, 2025**. The current Master Fee Schedule can be found on the City Website at [Master_Fees_Schedule_20253.pdf](#)

The tasks in this phase of the project may include the following elements. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

- A. Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's User Fee Study to ensure that the study will be both accurate and appropriate to the City's needs. Review the project schedule and answer any questions pertaining to the successful development of the study.
- B. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations. Conduct a comprehensive review of the City's existing fees, rates, and charges.
- C. Identify the total cost of providing each City service at the appropriate activity level and in a manner that is consistent with all applicable laws, statutes, rules, and regulations governing the collection of fees, rates, and charges by public entities including, but not limited to, Proposition 218.
- D. Compare service costs with existing recovery levels. This should include any service areas where the City is currently charging for services as well as areas where perhaps the City should charge, in light of the City's practices, or the practices of similar or neighboring cities.
- E. Recommend potential new fees and charges for services that the City currently provides but does not have any fees and/or charges established. Recommendations should be based on practices in surrounding cities that may charge for similar services, industry best practices, or the consultant's professional opinion.
- F. Recommend appropriate fees and charges based on the firm's analysis together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.
- G. Prepare a report that identifies each service fee, its full cost, recommended and current cost recovery levels. The report should also identify the direct cost, the indirect cost, and the overhead cost for each service.
- H. Prepare a report that identifies the present fees, recommended fees, percentage change (including an annual percentage formula increase recommendation), cost recovery percentage, revenue impact and fee comparison with surrounding cities. This survey of rates and fees with similar cities may be presented to the City Administrator, the Finance Director and the City Council during the review and consideration of the recommended fees.

- I. Report on other matters that come to the Consultant's attention during the evaluation that, in the Consultant's professional opinion, the City should consider.
- J. Provide a computer-based model for adjusting these fees and charges for the City's current and future needs and provide the City with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. The requirements of the model should allow for:
 - a) Additions, revisions, or removal of direct and overhead costs so that the overhead cost allocation plan can be easily adapted to a range of activities, both simple and complex.
 - b) The ability of the City to continuously update the model and overhead cost allocation plan from year to year as the organization changes.
 - c) The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration (i.e., ad-hoc analysis).
- K. Prepare and deliver presentations to City Staff and the City Council to facilitate their understanding of the plan and its implications for the City and make necessary adjustments as requested.
- L. Provide training to enable staff to update fees on an annual basis.
- M. Prepare a final Master Fee Study report and a single Microsoft Word and PDF file of the User Fee Study that can be made available to City staff. Models, tables, and graphs should be provided in Microsoft Excel as deemed appropriate. Any Master Fee Schedule revisions developed shall also be made available to the City in Microsoft Word and PDF format, providing the ability to add or delete and/or update information as needed.
- N. Consult with City staff should it become necessary to defend the City's User Fees as a result of any legal or other challenge.

The Consultant may recommend other tasks that it deems appropriate to achieve the objectives set forth in this RFP.

The successful respondent shall be required to retain all working papers and related supporting documents, including records of professional time spent, for a period of five years after delivery of the required reports, unless notified in writing by the City of the need to extend the retention period. The Consultant further agrees to allow City staff to review such documents upon written request at any time during the retention period.

5. SCHEDULE AND SUBMITTAL REQUIREMENTS

5.1 *Schedule*

The following table outlines the City's proposed schedule of major activities related to the RFP distribution, proposal submission, evaluation, and selection processes. All times referenced are in Pacific Standard Time. The City reserves the right to amend the schedule, as necessary

RFP issued to prospective Proposers	XXXX, 2025
Deadline to submit written questions (5:00 p.m.)	XXXX, 2025
Responses to written questions	XXXX, 2025
Proposal submission deadline (3:00 p.m.)	XXXX, 2025
Evaluation of Proposals	Week of XXXX, 2025
Interview of Top Proposers	Week of XXXX, 2025
Contract Approval by City Council	XXXX, 2025
Commencement of Services	XXXX, 2025

The City reserves the right to adjust the above schedule, as necessary.

5.2 *Submittal Contents and Format*

1. Table of Contents

Include a table of contents that identifies the page numbers for each of the sections in the proposal. All pages must be consecutively numbered and correspond to the table of contents.

2. Cover Letter with the following information:

Title of this RFP

Name and Mailing Address of Firm (include physical location if mailing address is a P.O. Box)

Contact Person, Telephone Number, Fax Number, and Email Address

A statement that the submitting Consultant will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number)

3. Firm's Qualifications

Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm's staff. Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

4. Experience and References

Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.

5. Qualification of Team

Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant's and sub-contractor's assigned task(s) and experience. Full resumes may be included in the appendix.

6. Project Understanding

Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach, and any major challenges to achieving the City's stated goals. Include any issues you believe will require special

consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview. Please include examples of report deliverables, for both staff analysis and for public reporting

7. Project Plan

Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-consultants and sub-contractors. List any necessary equipment, training or installation services required.

8. Cost Proposal

Provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the City.

6. EVALUATION OF SUBMITTALS

6.1 *Selection Process Generally*

Proposals submitted will be reviewed by a selection committee. Proposers who have submitted the most complete and competitive proposal may be invited to an interview. The number of Proposers invited to an interview may vary depending upon the number of proposals submitted.

The City reserves the right to seek clarification on any or all proposal submittals to ensure the RFP specifications are met. Proposals may be rejected by any proposer who does not comply with the City's request for clarification.

The selected Consultant will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.

The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.

6.2 Evaluation Criteria and Scoring

The following evaluation criteria will be used to determine the most highly qualified firm(s).

- Quality of the Response (10 points)
- Experience of the Firm (25 points)
- Qualifications of the Project Staff (25 points)
- Understanding of the Project (25 points)
- Project Cost (15 points)

7. GENERAL TERMS AND CONDITIONS

7.1 Errors and Omissions

Consultants are responsible for reviewing all portions of this Request. Consultants are to promptly notify the City, in writing, if the firm discovers any ambiguity, discrepancy, omission or other error in this request. Any such notification should be directed to the City staff contact person listed on the cover page promptly after discovery, but in no event, later than five (5) working days prior to the date for receipt of submittals.

7.2 Additional Questions

Any questions regarding this request must be submitted in writing to the City staff contact person listed on the cover page at least **TEN (10) WORKING DAYS** prior to the submittal deadline. The City may share the question(s) and its response(s) with all known consultants who are considering a response to this request.

7.3 Addendum

The City may revise this request prior to the submittal deadline. The City will communicate modifications to this request by issuing an addendum. The City may extend the submittal deadline in its sole discretion.

7.4 Additional Information

In the City's sole discretion, it may contact any, all or no consultant to seek additional information about a submittal. Such additional information may include requesting that the consultant meet with the selection committee, financial information, clarification on the submittal, etc.

7.5 No Contract

This request and the selection process shall in no way be deemed to create a binding contract, agreement or offer of any kind between the City and submitting consultant. If the City selects a consultant(s) pursuant to this request, any legal rights and obligations between the successful firms, if any, and the City will come into existence only when a written contract is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the contract and any other documents specifically referred to in that contract.

7.6 No Costs to City

Each consultant submitting a response to this request agrees that it shall bear all costs and expenses associated with the preparation of the submittal, and the City shall not be responsible for any costs or expenses incurred by the consultant, under any circumstances.

7.7 Public Records

All submittals become the property of the City, regardless of whether the City enters into a contract with the consultant, and no submittals will be returned to a consultant. In accordance with California law relating to access to public records, the City may be required to publicly disclose all submitted information and materials to third parties requesting such information. At the City's sole discretion, it may delay disclosure of submittals until negotiations with the selected consultant(s) has concluded, if such disclosure would compromise the City's negotiating position. If the submitting consultant claims that any submitted information constitutes a trade secret or is proprietary, the bidder shall identify the trade secret or proprietary information in the submittal. Pricing is not considered a trade secret or proprietary information.

7.8 Award

This request does not commit the City to award a contract. The City reserves the right to accept or reject any or all submittals, to negotiate a different proposal, to split the award, to waive irregularities, and technicalities, to alter the selection process in any way, to postpone the selection process for its own convenience at any time for any reason, to waive any defects or irregularities in any submittal, to issue a new Request at any time, or to hire any consultant it deems appropriate in its sole and absolute discretion within or outside of the evaluation process.

7.9 Federal, State and Local Laws

Any consultant executing a contract with the City will be required to comply with all applicable federal, state and local laws, including without limitation state Prevailing Wage Law (Cal. Labor Code, § 1720, et seq. and § 1770, et seq), as well as California Code of Regulations, Title 8, Section 16000, et seq which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws.

7.10 City Contract

A sample of the standard City professional services contract is attached as Attachment A for reference. By submitting a response to this request, the consultant represents that it is willing and able to execute the City's standard professional services contract, including but not limited to, the applicable insurance requirements.

8. OPTIONAL SERVICES – Nexus Study

8.1 *Optional Services - Consideration*

To be considered, the proposal must include a response to this section and all fees associated with the service must be clearly shown in the proposals. If the service is not available or if this service is already included in your proposal, respond as such.

8.2 *Scope of Work*

This RFP is a step in the City's procurement process to competitively acquire the desired services and products. Firms responding to this RFP shall be prepared to deliver products and perform the work necessary to provide the services described. The services consist of furnishing all labor, materials, equipment, tools, supervision, and travel necessary to complete the following task:

8.2.1 Review and Assess Current Fees, including:

- a. Police Facility
- b. Fire Facility
- c. Traffic Impact
- d. Open Space and Recreation
- e. Sanitary Sewer

8.2.2 Document Review:

- a. AB 1600 reports completed annually
- b. 2025-26 Capital Improvement Program
- c. Gridley's General Plan
- d. Gridley's Housing Element
- e. Other documents as necessary

8.3 *FINDINGS AND FEES*

Provide sufficient information, as a completed Nexus Study, and the necessary findings to help the City update the DIF program.

8.4 *Meetings*

The Proposer shall include attendance at the following meetings, as a minimum, in their proposal. Should the consultant identify a meeting they feel necessary to achieve results beyond the meetings described below, they shall describe them in their proposal. Meetings with staff can be virtual, as needed. Project meetings will consist of:

- A. Kick-off meeting between Proposer and City Staff to review objectives of the study, agree to methodology, confirm project schedule and milestones, and discuss data needs.
- B. Data collection and clarification meetings with City staff to obtain relevant information or clarify information required to complete the Nexus Study.
- C. Review findings with City staff. Proposer to provide information supporting findings and proposed fees.
- D. City Council meeting to present Draft Nexus Study and Fee Updates. Discuss methodology and findings, provide a formal presentation, answer questions, and collect input to prepare the final draft.
- E. If needed, additional City Council meeting to follow-up on the first meeting and present the final draft.

8.5 Best Practices

Recommended best practices to help ensure effective and accurate assumptions for the Nexus Study, accurate DIF collections, and efficient tracking and reporting on DIF activities as required by AB 1600 and AB602.

- A. Fee Accounting: The Proposer shall evaluate the City's current system of fee accounting and administration and recommend an improved approach, if necessary, consistent with the Mitigation Fee Act and standard accounting principles.
- B. The Proposer should evaluate the City's current reporting practices and recommend best practices for annual reports to the City Council.
- C. Fee levels may increase each year to keep pace with inflation. The Proposer should address whether the Consumer Price Index, California Construction Cost Index, Engineering News Record Construction Cost Index or another index should be preferred basis for annual increases, consistent with State law.

8.6. Report Deliverables

Prepare a DIF Nexus Study and recommend DIF fee updates for submittal to the City Council containing background information, methodology, findings, and recommendations. More specifically, Proposer shall fulfill the following requirements, as a minimum

- A. Administrative Draft: The Proposer will prepare and provide a comprehensive administrative draft, as well as technical report for each fee category, including but not limited to methodology, findings, supporting justification, recommended DIF, recommendation for the elimination/consolidation of existing fees.
- B. The consultant will document all work assumptions, analysis procedures, findings, graphics, impacts, and recommendations, with technical documentation in appendices. The administrative draft will include an executive summary and conclusion.
- C. Generally, the administrative draft will consist of a discussion of the framework, project description, applicable statutory/legal framework, methodologies used, analysis, a list of projects to fund and their prioritization by type, and fee credit methodology recommendations.
- D. The administrative draft will include strategies and options for City Council consideration, including but not limited to incentives (fee deferrals or waivers) for affordable housing production.
- E. The consultant will revise the administrative draft according to one set of consolidated comments on the draft report from City staff.
- F. Review Draft: the consultant will develop and present a draft to City Staff and The City Council meetings. The purpose of these meetings is to solicit community and stakeholder input. The consultant shall develop summary information such as visual presentations and printable handouts for these meetings that summarize the findings and analysis from the

Public Review Draft.

- G. Final Draft: After incorporating input from the administrative and review drafts, the consultant shall prepare a final report draft. The consultant will present the final study to the City Council during a public hearing and make any revisions requested by the City Council. The consultant will assist staff and participate in the presentation to Council if any additional follow-up meetings are needed to complete the adoption of the DIF.
- H. The consultant shall prepare all required public notices and draft resolutions and ordinances required for City Council public hearings related to adopting the new fees.

8.7 Additional Tasks:

If the consultant feels that additional deliverables are warranted, they must be identified in the proposal

9. ATTACHMENTS:

- Attachment A - Professional Services Contract Template
- Attachment B - Insurance Requirements

**CITY OF GRIDLEY PROFESSIONAL SERVICES AGREEMENT
FOR
CONSTRUCTION INSPECTION SERVICES**

This Agreement is entered into this _____ day of _____ 2024, by and between the City of Gridley, a California municipal corporation ("City"), and _____ a California "S" corporation ("Consultant").

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of professional construction inspection services required by the City on the terms and conditions set forth in this Agreement.

B. Consultant has presented a proposal for such services to the City, the scope of work of which is attached hereto and incorporated herein as Exhibit "A," and is duly licensed, qualified and experienced to perform those services.

C. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

D. City desires to engage Consultant to render such services as set forth in this Agreement.

AGREEMENT

1. SCOPE AND TERM OF SERVICES.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional construction inspection consultant services ("Services"). The Services are more particularly described in Exhibit "A."

1.2 Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by the City and shall be undertaken and completed in a prompt and timely manner, pursuant to the schedule outlined in the Scope of Work, more particularly described in Exhibit "A."

2. FEES AND PAYMENTS.

2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B."

2.2 Payment of Compensation. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub- Consultant contracts. Sub-Consultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Consultant to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

3. CHANGES.

3.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

4. RESPONSIBILITIES OF CONSULTANT.

4.1 Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of the City. Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against

Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

4.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

4.3 City Inspector. The Consultant shall designate a city inspector who at all times shall represent the Consultant before the City on all matters relating to this Agreement. The construction inspector shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant or replaced with the written approval of the City which shall not be unreasonably withheld.

4.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City staff, consultants and other staff at all reasonable times. City agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the Services. Consultant shall notify City of any changes in staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

4.5 Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

4.6 Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and notifies Consultant in writing that Consultant's duties under this agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

4.7 Standard of Performance; Familiarity with Work
Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough,

competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Consultant under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Consultant's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

Consultant warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

5. INSURANCE.

5.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

5.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

5.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

5.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol I) with minimum limits of \$1,000,000 each accident.

5.2.3 Workers' Compensation: Workers' Compensation Insurance, as

required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

5.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

5.3 Endorsements.

5.3.1 The policy or policies of insurance required by Sections 5.2.1 Commercial General Liability and 5.2.2 Automobile Liability shall be endorsed to provide the following:

5.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

5.3.1.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

5.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

5.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

5.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

5.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

5.3.2 The policy or policies of insurance required by Section 5.2.3 Workers' Compensation shall be endorsed, as follows:

5.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

5.3.3 The policy or policies of insurance required by Section 5.2.4 Professional Liability shall be endorsed, as follows:

5.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

5.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

5.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all

operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

5.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

5.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

6. INSPECTION AND FINAL ACCEPTANCE

6.1 City may inspect and accept or reject any of Consultant's work under his Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 11.2 "Indemnification" and Section 5 "Insurance."

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer devices, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents &

Data").

Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City.

City shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at City's sole risk.

7.2 Books and Records. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three(3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

7.3 Confidentiality. All Documents & Data are confidential, and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

8. ACCOUNTING RECORDS.

8.1 Maintenance and Inspection. Consultant shall maintain and make available for inspection by the City and its auditor's accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

9. SUBCONTRACTING.

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. City may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. GENERAL PROVISIONS.

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

City of Gridley
685 Kentucky Street
Gridley, CA 95948
Attn: Elisa Arteaga, City Administrator

Consultant:

Consultant Company Name

Consultant Address

Consultant City

ATTN : Consultant

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss,

damage or injury, in law or equity, to property or persons, including wrongful death, in any manner to the extent caused by the sole negligence, recklessness or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses, except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its elected officials, officers, employees, agents or volunteers.

10.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules, regulations and ordinances in any manner affecting the performance of the Project or the Services, including without limitation City business license requirements and all Cal/OSHA requirements, and shall give all notices required by law.

10.4 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other

interest which would conflict in any manner or degree with the performance of the Services hereunder.

10.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

10.6 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

10.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self- insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

10.8 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.

10.9 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

10.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

10.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

10.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual

rights by custom, estoppel or otherwise.

10.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

10.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Butte County.

10.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

10.16 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

10.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

10.18 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

10.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

10.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF GRIDLEY

XXXX

By: _____

Elisa Arteaga

City Administrator

By: _____

XXX

President

Attest:

By: _____

City Clerk

Approved as to Form:

By: _____

—

City Attorney

City Council Agenda Item #4
Staff Report

Date: November 3, 2025

To: Mayor and City Council

From: Elisa Arteaga, City Administrator

X	Regular
	Special
	Closed
	Emergency

Subject: Housing Tools Services Agreement to Prepare and Submit for the 2025 Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA)

Recommendation

Staff recommends that the City Council consider and approve the proposal from Housing Tools for professional services to prepare and submit the application for the 2025 Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA) and authorize the City Administrator to sign a contract with Housing Tools for an amount not to exceed \$20,000 (upon confirmation from HCD that the city would be a candidate for proposed grant).

Background

The City of Gridley intends to apply for the 2025 CDBG NOFA to secure potential funding for infrastructure improvements associated with a planned road extension providing access to the new Community Housing Improvement Program (CHIP) subdivision near Laurel and Randolph Streets and depending on the amount awarded could include future additional access to the Sports Complex area or any qualified public improvement under grant guidelines.

To ensure the successful and timely preparation of the CDBG application, the city requested a proposal from Housing Tools, a consulting firm experienced in preparing state and federal grant applications that is currently successfully assisting the city with the Orchard View II project funded by Disaster Relief Funds. The proposed project addresses a key infrastructure need by providing access to the new CHIP housing development off Randolph Avenue, which serves low-income families, and if the city qualifies for adequate funding the project could potentially include a road extension to the Sports Complex. By developing a road extension and a pedestrian pathway, that connects the sports complex to the residential areas it creates a safe and accessible connection between the neighborhood and community recreation areas, enhancing mobility and safety for all residents.

Financial Impact

Housing Tools proposes to complete the services on a time and materials basis not to exceed \$20,000. If the proposal is approved, staff will provide a supplemental appropriation and amend the budget during mid-year review.

Compliance with City Council Strategic Plan or Budget Goals

This proposal supports the City Council's strategic priorities related to community development, infrastructure, and public safety. The project aligns with Council goals to improve pedestrian connectivity, expand recreational access, and support equitable housing opportunities.

Attachments

Proposal from Housing Tools

Purpose of the Proposal

Housing Tools (“Consultant”) presents the following proposal to the City of Gridley (“Client”), dated October 8, 2025. The Client has requested that the Consultant submit a proposal to assist with preparing an application in response to the 2025 Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA) administered by the California Department of Housing and Community Development (HCD) (the “Services”).

The Services will have the goal of funding a road extension and associated improvements that will provide access to new Community Housing Improvement Program (CHIP) subdivisions and a sports complex, located in the area of Laurel and Randolph Streets within the City of Gridley (the “Project”).

Scope of Services and Schedule

Consultant will work with Client to prepare and submit an application in response to the CDBG NOFA. The application qualify for the Infrastructure Project activity type, as defined in the NOFA. Consultant services will include the following Tasks:

Task 1: NOFA Review— Review all NOFA materials and information about the proposed Project, and participate in NOFA webinars. This information will be summarized for the Client in writing and in the Kickoff Meeting. (Oct. 13-15, 2025)

Task 2: Kickoff Meeting— Facilitate a kickoff meeting with Client to review NOFA materials, plan application preparation, review scope and schedule, and assign roles and responsibilities. (Oct. 15-17, 2025)

Task 3: Application Setup— Create a Smartsheet with an application checklist, schedule, and responsibilities, as well as a Dropbox file system, and share these with Client staff. (Oct. 20-21, 2025)

Task 4: Scope, Budget and Site Control— Coordinate with Client to establish Project scope, budget, and site control. (Oct. 22-31, 2025)

Task 5: NEPA Review— Coordinate a NEPA environmental review of the Project with Client and maintain an Environmental Review Record as required by the NOFA, to be completed prior to application submission. (Nov. 3, 2025-Jan. 16, 2025)

Task 6: Threshold Requirements— Coordinate completion of threshold items for the NOFA application, including site control documentation, an independent Project cost estimate, bid-ready plans and specs, City certifications, construction timeline, budget (including sources and uses chart), and non-debarment verifications. (Nov. 3-Dec. 31, 2025)

Task 7: Application Form— Complete application forms as required by the NOFA. (Nov. 3-Dec. 31, 2025)

Task 8: Review Application Components— Review application and attachments for compliance with NOFA guidance and regulations, and internal consistency. (Jan. 5-23, 2025)

Task 9: Submit Application— Finalize application and attachments, saving and organizing final files in Dropbox, and submit final files in the eCivis HCD application portal. Provide Client with opportunity to review final files prior to application submission. (Jan. 26-28, 2025)

Consultant will complete the Tasks described above prior to the application due date of January 30, 2026.



Budget

The cost for completing the Scope of Services will be billed at the hourly rates listed below, not to exceed \$20,000. Costs will be billed to Client once monthly on a time and materials basis. Should additional Tasks be required beyond the Scope of Services and Budget identified in this proposal, Consultant will negotiate a new contract or a contract amendment with the Client for the additional work.

Staff Title/Cost Item	Rate
Principal James Coles	\$160/hour
Senior Project Managers Elsa Kings	\$140/hour
Project Manager Tam Le	\$120/hour
Assistant Project Manager Angel Macias	\$110/hour
Administrative	\$95/hour
Printing and Media Reimbursement	100% of cost