

# Gridley City Council – Regular Meeting Agenda

Monday November 4, 2024; 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 4<sup>th</sup>, 2024, via email to [csantana@gridley.ca.us](mailto:csantana@gridley.ca.us) or via the payment/document drop box at Gridley City Hall and will be conveyed to the Council for consideration.

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

<https://us06web.zoom.us/j/84590817923?pwd=UK3yxiv4tXmVmPWWaJL4Xg177BqCY8.1>

Webinar ID: 845 9081 7923

Passcode: 653417

Or Telephone:

+1 669 444 9171 US

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**CALL TO ORDER** - Mayor Farr

**ROLL CALL**

**PLEDGE OF ALLEGIANCE** – Vice Mayor Johnson

**PROCLAMATION** – Homeless Youth Awareness Month

**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. Procurement Policy Update

Introduction Purchase Policies and Procedures and Introduction of First Reading by Title Only of Ordinance 850-2024: An Ordinance of the City Council of the City of Gridley Amending Chapter 3.16 of the Gridley Municipal Code Relating to Procurement Policy

*Recommended Action(s):*

- a. Staff respectfully requests that the Mayor and City Council review and accept the introduction and first reading by title only Ordinance 850-2024 the updates to the Gridley Municipal Code related to procurement policy to comply with the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”)
- b. Review and Approve the Purchasing Policies and Procedures

## ITEMS FOR CONSIDERATION

### 2. Transmission Rate Case Program through NCPA

Council consideration of the Transmission Rate Case Program authorizing NCPA to advocate on behalf of the City in rate cases and proceeding affecting transmission costs.

*Recommended Action(s):*

- a. Approve Resolution 2024-R-042: Approving the City’s participation in the Transmission Rate Case Program through an agreement with the Northern California Power Agency (NCPA) to help manage and limit Gridley's exposure to rising transmission costs associated with CAISO and other markets.
- b. Authorize the City Administrator to execute the agreement with NCPA and ensure funding allocation within the FY budget

### 3. Fire Department Contract Update: 66-Hour Work Week

Council consideration of the first contract amendment with the California Department of Forestry and Fire Protection (CalFire) to allow for the recent CAL HR negotiated labor agreement to reduce the firefighter workweek from 72 hours to 66 hours.

*Recommended Action(s):*

- a. Staff respectfully requests that the City Council approve Resolution 2024-R-043 : a Resolution of the City of Gridley Authorizing the amendment of California Department of Forestry and Fire Protections Contract for FY 24/25 approving the “First Amendment” to the contract agreement (No. 2CA06877) with the California Department of Forestry and Fire Protection (CALFIRE) for services from July 1, 2024, through June 30, 2025. This amendment adds \$142,042 to the existing contract, bringing the maximum total amount to \$1,250,114
- b. Alternatively, the Council may direct staff to negotiate a different agreement with CALFIRE to achieve a reduced level of service at a lower cost.

### 4. Quarterly Budget Review – Informational Only

Council to receive a quarterly budget review from Finance Director.

*Recommended Action(s):*

- a. Receive information, no other action is required

**5. Contract for Interim Planning Services**

Council to review the independent contract agreement for interim planning services with Don Rust.

*Recommended Action(s):*

- a. Approve the Independent Contract Agreement for interim planning services with Don Rust.
- b. Authorize the City Administrator to amend contract (if necessary) CalPERS required verbiage, execute the final contract for planning services and assign task orders through said agreement.
- c. Authorize the City Administrator, through an RFP process, bring forth Planning Consulting Services for consideration for major planning projects such as the General Plan Update.

**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 conferences, seminars, and meetings attended by Department Managers, if any*

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

The Village at Eagle Meadows	11/18/2024
Travel Policy	11/18/2024
Energy Efficiency Contract Review	11/18/2024
Planning Commission Appointment	11/18/2024

**CLOSED SESSION** - None

**ADJOURNMENT** – adjourning to a regular meeting on November 18<sup>th</sup>, 2024.

**NOTE 1: POSTING OF AGENDA-** This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., November 1<sup>st</sup>, 2024. This agenda along with all attachments is available for public viewing online at [www.gridley.ca.us](http://www.gridley.ca.us) and at the Administration Counter in City Hall, 685 Kentucky Street, Gridley, CA.

**NOTE 2: REGARDING UNSCHEDULED MATTERS** – In accordance with state law, it shall be the policy of this Council that no action shall be taken on any item presented during the public forum or on unscheduled matters unless the Council, by majority vote, determines that an emergency situation

exists, or, unless the Council by a two-thirds vote finds that the need to take action arose subsequent to the posting of this agenda.

## **Proclamation: Homeless Youth Awareness Month**

**WHEREAS**, The California Department of Education reports there were 246,480 homeless students, including some 1,608 K-12 students in Butte County enrolled during the 2022/23 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 likelihood 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, Mayor of the City of Gridley by virtue of the authority vested in me, do hereby proclaim November 2024 as Homeless Youth Awareness Month in the City of Gridley.

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Michael W. Farr, City of Gridley Mayor



**City Council Agenda Item #1**  
Staff Report

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

**Date:** November 4, 2024  
**To:** Mayor and City Council  
**From:** Martin Pineda, Finance Director

**Subject:** Ordinance 850-2024: Introduction and First Reading by Reading of Title Only of Ordinance 850-2024 An Ordinance of the City Council of the City of Gridley Amending Chapter 3.16 of the Gridley Municipal Code Relating to Procurement Policy

Approval of Purchasing Policies and Procedures

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**Recommendation**

Staff respectfully requests that the Mayor and City Council review and accept the introduction and first reading by title only Ordinance 850-2024 the updates to the Gridley Municipal Code to comply with the California Uniform Public Construction Cost Accounting Act (“CUPCAA”) and approve the Purchasing the Policies and Procedures.

**Background**

On 07/03/1989, the City elected to be subject to the California Uniform Construction Cost Accounting Commission (“CUCCA”). Per California Public Contract Code 22032 and Assembly Bill 2249, any City Project that is estimated to be below \$200,000 is subject to the Informal Bidding Procedures set forth by CUCCA. Additionally, the City shall use the amounts stated in the most recent updates to the CUPCAA. All trade categories are subject to Informal Bidding Procedures.

The City adopted CUPCAA standards in 1989, and since then, the procurement ordinance has followed the guidelines set forth by the Act. However, recent updates to the law (most recently in 2022) have increased the threshold for informal bidding, making it necessary to update the City’s procurement ordinance to reflect these changes.

**GMC 3.16.055 – Council Review of Fixed Asset Purchases:**

Bidding Limits and Requirements:

- \$0 - \$5,000
  - o Authorized Staff may purchase.
  - o No competition Required.
  - o Invoice/PO to be retained by Finance.
- \$5,000.01 – \$25,000
  - o Department Head Authorization Required.
  - o 3 informal bids (if possible) OR Sole Source Justification.
  - o Documents retained by Finance and Operating Department.
- \$25,000.01 - \$50,000
  - o Finance Director and Department Head Authorization Required.
  - o 3 informal bids (if possible) OR Sole Source Justification.
  - o Documents retained by Finance with Purchase Order.

- \$50,000.01 - \$200,000
  - o City Administrator, Finance Director, and Department Head authorization required.
  - o 3 informal bids (if possible) OR Sole Source Justification.
  - o Documents retained by Finance with Purchase Order.
- \$200,000.01 +
  - o Public Works projects exceeding \$200,000.01 will follow the formal bidding process and will require Council review and approval.

**GMC 3.16.100 – Informal Bid Procedures:**

- Updates of the language for a more comprehensive detail and update to the code.

**GMC 3.16.200 – Emergency Purchases Including Public Projects (NEW):**

- Allows City Staff to purchase supplies, materials, equipment or contractual services without council approval, in the event of an emergency.
- Pursuant to Public Contract code § 22050, in the event of an emergency for public projects, the authority to order any action required by an emergency to procure the necessary equipment, services, and supplies, without giving notice to bids to let contracts, is delegated to the City Administrator.
- If emergency action is taken, City Administrator must give reasons that justify the emergency purchase at the next council meeting, that will be no later than 14 days.

**Fiscal Impact**

No fiscal impact.

**Attachments**

Ordinance 850-2024

Purchasing Policies and Procedures



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRIDLEY AMENDING CHAPTER 3.16 OF THE GRIDLEY MUNICIPAL CODE RELATING TO PROCUREMENT POLICY**

**WHEREAS**, the City of Gridley seeks to update and clarify procurement policies to reflect modern practices and streamline procedures for purchases, informal bidding, and emergency procurements;

**WHEREAS**, these amendments will improve the efficiency and transparency of procurement processes, including purchasing thresholds, informal bidding processes, and emergency purchasing protocols;

**NOW, THEREFORE**, the City Council of the City of Gridley does ordain as follows:

**SECTION 1: Amendment to Chapter 3.16.055 – Council Review of Fixed Asset Purchases**

1. **Purchases up to \$5,000:** Authorized employees may use small purchase orders or procurement cards (Cal-Card), as designated by the Purchasing Officer, for purchases up to \$5,000.
2. **Purchases up to \$25,000:** For purchases greater than \$5,000 and up to \$25,000, departments may utilize a large purchase order in the open market. At least three vendors should be solicited, with awards going to the vendor with the lowest acceptable quotation. Records of quotations and vendor information shall be maintained as public records.
3. **Purchases up to \$50,000:** Purchases exceeding \$25,000 and up to \$50,000 require the Purchasing Officer's authorization and an informal bid process. Three or more vendors must be solicited, with awards going to the vendor with the lowest acceptable quotation. All quotations and vendor details shall be kept as public records.
4. **Purchases up to \$200,000:** For purchases between \$50,000 and \$200,000, the Purchasing Officer shall follow the informal bid process, ensuring solicitation from at least three vendors and awarding to the lowest acceptable quotation. Documentation of the quotations and vendor information shall be maintained as public records.
5. **Soliciting Informal Bids:** The Purchasing Officer is responsible for soliciting informal bids by mail, email, phone inquiries, internet research, or other appropriate methods. Records of all informal bids and purchases shall be maintained as public records.

**SECTION 2: Amendment to Chapter 3.16.100 – Informal Bid Procedures**

- **Informal Bidding for Public Projects:** In accordance with the Uniform Public Construction Cost Accounting Act, informal bidding may be used for public projects as defined under Public Contract Code § 22002(c) and § 22032.

- **List of Qualified Contractors:** The City will maintain a list of qualified contractors per Public Contract Code § 22034. Notifications for informal bids shall be sent to all contractors on this list and relevant trade journals, with additional notifications at the City's discretion.
- **Submission and Notification Requirements:**
  - Notices inviting informal bids shall be sent at least 10 calendar days before the bid due date.
  - The notice must include a general project description, information on obtaining detailed project information, and submission deadlines.

### **SECTION 3: Addition of Chapter 3.16.200 – Emergency Purchases Including Public Projects**

1. **Emergency Purchases:** In cases of emergencies requiring immediate procurement of supplies, materials, equipment, or services, the Purchasing Officer may make necessary purchases in the open market at the lowest obtainable price, even if costs exceed standard limits. A report explaining the emergency and purchases made will be submitted to the Council and made part of the public record.
2. **Emergency Actions for Public Projects:** Pursuant to Public Contract Code § 22050, the City Administrator is authorized to take emergency actions without a competitive bidding process. The City Administrator must report to the Council at the next scheduled meeting, detailing the reasons for bypassing the competitive bid process. The Council will review the emergency actions and determine by a four-fifths vote whether to continue or terminate the action.

### **SECTION 4: Severability**

If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance.

### **SECTION 5: Effective Date**

This ordinance shall take effect 30 days from the date of its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Gridley on this [date] day of [month], [year], by the following vote:



# PURCHASING POLICIES AND PROCEDURES



**Responsibility**  
**Integrity**  
**Quality**  
**Uniformity**  
**Transparency**

**CITY OF GRIDLEY PURCHASING POLICES AND PROCEDURES  
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**APPENDIX I: DEFINITIONS**

# **CITY OF GRIDLEY**

## **PURCHASING POLICIES AND PROCEDURES**

Effective November 2024

### **SECTION 1: PURPOSE AND POLICY STATEMENT**

#### **1-1. Purpose:**

The purpose of these policies and procedures is to provide the City of Gridley a means of assuring continuity and uniformity in its purchasing practices; to provide for the fair and equitable treatment of all persons involved in the procurement process; to define the responsibilities of the Purchasing Official, Finance Department, Engineering, Planning, City Clerk/Secretary, City Administrator, and operating departments; and to develop a purchasing manual.

The guiding principle of these purchasing procedures shall be to comply with state law, the City's Municipal Code, and the adopted budget on all purchases and contracts.

Guidelines for purchasing materials, supplies and services are provided herein.

#### **1-2. Policy Statement:**

The policies and procedures contained herein are promulgated under the authority of the Gridley Municipal Code Chapter 3.16.010 "A purchasing system is adopted to establish efficient procedures for the purchase of supplies and equipment, to secure for the City supplies and equipment at the lowest possible cost commensurate with quality needed, and to exercise positive financial control over purchases."

The Finance Department is charged with the responsibility and authority for coordinating and managing the procurement of the City's materials, supplies, and services.

Procedures outlined herein are to be followed by the Finance Department and operating departments when procuring materials, supplies, and services.

### **SECTION 2: ETHICS, GIFTS, AND UNAUTHORIZED PURCHASES**

#### **2-1. Code of Ethics:**

1. To regard public service as a sacred trust, giving primary consideration to the interests of the public agency and citizenry that employ us.
2. To purchase without prejudice, seeking to obtain the maximum value for each dollar expended.
3. To avoid unfair practices, give all qualified vendors equal opportunity.
4. To honor our obligations and require that obligations to our public agency be honored.

5. To accord vendor representatives courteous treatment, remember that these representatives are important sources of information and assistance in solving our purchasing needs.
6. To refuse to accept any form of commercial bribery and prevent any appearance of so doing.
7. To be receptive to counsel from our colleagues and to cooperate with them to promote a spirit of teamwork and unity.
8. To conduct ourselves with fairness and dignity, and to demand honesty and truth in the purchasing process.
9. To strive for greater knowledge of purchasing methods and of the materials we purchase.
10. To cooperate with all organizations and individuals involved in activities designed to enhance the development of the purchasing profession, remembering that our actions reflect on the entire purchasing profession.

### **2-2. Gifts and Special Considerations:**

City employees shall not procure or assist in procuring any materials, supplies, services, or equipment for the personal use of any employee, officer, or official of the City.

City employees, officers, or officials by virtue of position are not entitled to any special consideration from vendors and merchants in their personal affairs, nor are they to attempt to procure materials for personal use or for any other person.

City employees shall not solicit or accept gifts, entertainment, or anything more than \$50.00 in value from vendors or others. Examples of acceptable gifts might include pencils, scratch pads, and other advertising supplies.

### **2-3. Unauthorized Purchases:**

Except for Cal card purchases, emergencies, or other authorized exemptions, no purchases shall be made without an authorized purchase order. Purchases without an authorized purchase order or otherwise falling within an exception are void and not considered an obligation of the City. See Section 9 (Special Procurement Circumstances) for further information on exemptions from the purchase order process.

Invoices without an authorized purchase order, except for procurement card purchases and other authorized exemptions per Section 9, may be returned to the vendor unpaid at the discretion of the City.

The person ordering the unauthorized purchase may be held personally responsible for the error per this policy.

### **SECTION 3: PURCHASING OFFICER RESPONSIBILITIES**

When there is a reference to the Purchasing Officer, it refers to the City Administrator or their designee. The Purchasing Officer duties are generally delegated to the Finance Director or their designee. This policy also allows other department directors or their designee to have the Purchasing Officer duties.

The Purchasing Officer shall:

1. Be charged with the responsibility and authority for coordinating and managing the procurement of the City's materials, supplies, and services.
2. Negotiate, purchase, and/or contract for the City the needed quality in equipment, supplies, and services from the lowest responsible bidder.
3. Endeavor to promote full and open competition on purchases when at all possible.
4. Monitor and ensure (or cause to be) that no single professional services consultant or sole-sourced vendor is paid more than \$100,000 per fiscal year without prior Council authorization.
5. Revise and maintain these policies and procedures as needed to ensure Municipal Code compliance and protect the interest of the City of Gridley.
6. Ensure adequate funding is secured in the fund accounts against which any purchase is to be charged.

When there is reference to the City Administrator by title, it refers to the City Administrator in their role as the Chief Executive Officer and their authority to approve and sign contracts and purchase orders.

### **SECTION 4: FINANCE DEPARTMENT RESPONSIBILITIES**

The Finance Department shall ensure that the purchasing functions operate efficiently and assist operating departments.

Finance shall:

1. Maintain open communication with operating departments and become acquainted with the needs of the various City departments and divisions.
2. Support department/division requisitions.
3. Assist purchasing, as needed, materials, supplies, and services required by any department/division.
4. Follow-up, expedite, and resolve problems with orders as requested.
5. Identify, evaluate, and utilize purchasing arrangements which best meet the needs of the City (e.g., cooperative purchases, blanket purchase orders, contractual agreements, etc.)
6. Assist operating departments with research and recommendations for developing specifications, and review specifications for completeness of information and open and competitive language.
7. Issue purchase orders to the requesting operating departments after completion of all required procurement processes.
8. Recommend revisions to purchasing procedures when necessary and keep informed of current developments in the field of purchasing.



9. Act as the City's agent in the disposal and transfer of surplus materials. The Finance Department may designate the operating departments to assist in or conduct this process.
10. Prescribe and maintain all forms and records necessary for efficient operation. The most current and acceptable mandatory and voluntary forms and templates shall be readily accessible to the operating departments. The Standard Agreement and Professional Services Agreement templates shall be as approved by the City Attorney.

## **SECTION 5: PUBLIC CONTRACT CODE**

The City's Public Works and Electric Department is the focal point for all "public projects." As per City Municipal Code 3.16.160 Formal Contract Procedure.

On 07/03/1989, the City elected to be subject to the California Uniform Construction Cost Accounting Commission ("CUCCA"). Per California Public Contract Code 22032 and Assembly Bill 2249, any City Project that is estimated to be below \$200,000 is subject to the Informal Bidding Procedures set forth by CUCCA. Additionally, the City shall use the amounts stated in the most recent updates to the CUPCCAA. All trade categories are subject to Informal Bidding Procedures.

Additionally, pursuant to SB 854, no contractor or subcontractor may be listed on a bid for a public works project unless registered with the Department of Industrial Relations (DIR) and no contractor or subcontractor may be awarded a contract for a public works project unless registered with the DIR per California Labor Code section 1725.5. <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

### **5-1. Public Works/Engineering Responsibilities:**

1. Maintain a bid numbering system to be used Citywide for all informal and formal Public Contract Code bids.
2. Maintain the City's required public record for all Public Contract Code bids.
3. Mail a written notice in November, of each year, to construction trade journals/exchanges in accordance with the Cost Accounting Policies and Procedures Manual of the California Uniform Public Construction Cost Accounting Commission.
4. Maintain a Public Works construction projects formal and informal bidding matrix.
5. Assign a project lead for all Public Works formal bid projects being conducted for the City.
6. Have a representative attend their bid opening to be held publicly.

## **SECTION 6: ADMINISTRATIVE SECRETARY/ CITY CLERK RESPONSIBILITIES**

Administrative Secretary/City Clerk or designee shall:

1. Receive and hold Finance formal and Public Contract Code bids prior to the bid opening.
2. Date and time stamp bids at the time of receipt. Bids will also be logged into a tracking system devised by the Administrative Secretary/City Clerk.
3. Open and read bids publicly at the location, date, and time specified.
4. Maintain and publicly post the official bid clock; the clock shall be clearly visible and marked.

## **SECTION 7: OPERATING DEPARTMENTS RESPONSIBILITIES**

Any department that utilizes the goods and/or services purchased under a requisition shall be referred to as an operating department. Operating departments shall:

1. Maintain open and consistent communication with the Finance Department.
2. Monitor any problems with vendor relations, shipping, (e.g., damaged goods, late delivery, wrong items delivered, incorrect quantity delivered, etc.) and any situations and/or concerns as necessary, in order to follow-up and resolve the problem.
3. Review and update annually, or as needed, an authorized signature list designating those individuals who are delegated the authority to sign purchase orders, Request for Payment forms, and invoices eligible for payment and their specified dollar limits. The Department Head shall provide this authorized signature list to the Purchasing Officer or designee on the form.
4. Anticipate requirements sufficiently in advance, allowing adequate time to obtain materials, supplies, and services in accordance with the best purchasing practices.
5. Provide detailed and accurate specifications to ensure materials, supplies, and services obtained are consistent with expectations and requirements.
6. Coordinate and establish vendor relations, locate vendors, and evaluate vendor performance, bids, and responses.
7. Strive to obtain the highest quality goods consistent with operational needs, from the most responsible bidder, offering a price that is the most advantageous to the City.
8. Prepare purchase orders/requisitions carefully and properly in accordance with instructions; submit purchase requisitions to the Finance Department through the City's then existing finance management software (Incode 10 at time of policy approval).
9. Minimize emergency and sole source purchases to the greatest extent practicable and, when such purchases are necessary, fully comply with the Municipal Code and this policy, including obtaining City Council or City Administrator approval whenever necessary.
10. Make written recommendations, as required, based upon specification criteria, as well as perform reference checks to assist in determining lowest responsible bidder/proposer. Present a written memorandum to Finance when less than three

- quotes have been received or when not awarded to the lowest responsible vendor.
11. Ensure adequate funding is available in the fund accounts against which any purchase is to be charged.
  12. Authorized individuals may purchase materials, supplies, and services by small purchase order or procurement card of a value up to \$5,000. Departments must exercise reasonable prudence in seeking price quotes when purchasing such items. All such purchases shall be made with funds in an unencumbered appropriation.

## **SECTION 8: PROCUREMENT PROCEDURES**

The primary purchasing objective is to obtain suitable goods, services, and construction at economic prices, as these acquisitions are direct costs to the taxpayer. The Municipal Code and purchasing policy require competition for all purchases over \$5,000 and sealed competitive bids for over \$200,000.

1. Bidding limits are generally “per order,” and orders are not to be split to circumvent the specified limits.
2. The estimated full-value cost of the item plus tax before any discount is the amount to be considered in determining bidding requirements. Even though the net purchase price could be lower than the bid thresholds, the asset value would be the full price of the item.

All purchases of supplies, equipment, and technical/maintenance services which qualify as part of a public project as defined by the Uniform Construction Cost Accounting Act shall be made in accordance with the Public Contract Code and Municipal Code Chapter 3.16.160 Formal Contract Procedure. (see Section 5).

### **8-1. Informal Procurement:**

Each public agency that elects to become subject to the uniform construction accounting procedures set forth in Article 2 (commencing with Public Contract Code Section 22010) shall enact an informal bidding ordinance to govern the selection of contractors to perform public projects pursuant to subdivision (b) of Section 22032. The ordinance shall include all of the following:

(a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.

(1) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due.

(2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in Section 22036.

(b) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

(c) The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.

(d) If all bids received are in excess of two hundred thousand dollars (\$200,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred twelve thousand five hundred dollars (\$212,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

*Cal. Pub. Contract Code § 22034*

The bidding limits below refer to supplies and technical/maintenance services and do not include professional/consultant services (see Section 10) or “public projects” (see Section 5). The bidding limits are below.

**8-1.1. Bidding Limits and Requirements:**

<b>Bidding Limit</b>	<b>Approving Authority</b>	<b>Procurement Requirement</b>	<b>Document Retention</b>
\$0 to \$5,000	Authorized staff	No competition required	No separate retention – the invoice should be attached to small PO or procurement card report for Accounts Payable
\$5,000.01 to \$25,000	Department Head	Informal bid (3 quotes if possible) OR Sole Source Justification approved by Department Head	Retained by operating department with purchase order
\$25,000.01 to \$50,000	Finance Director Department Head	Informal bid (3 quotes if possible) OR Sole Source Justification approved by Department Head	Retained by Finance with record of purchase order
\$50,000.01 to \$200,000	City Administrator Finance Director Department Head	Informal bid (3 quotes if possible) OR Sole Source Justification approved by City Administrator	Retained by Finance with record of purchase order

**Note:** Contracts that exceed \$200,000 require City Council Approval, this includes change orders.

### **8-1.2 Informal Procurement Rules**

1. Documents to be retained include written quotations and/or sole source justification, a copy of the agreement, and other associated required documents as applicable. Retention shall be in accordance with the City's retention guidelines. Original contracts shall be given to the City Clerk's office for retention.
2. Small purchase order or procurement card systems may be used for procurements up to \$5,000; above \$5,000 must use large purchase order system.
3. Staff procuring items via small purchase order or procurement card must be approved by the Department Head up to an appropriate procurement limit via the authorized signatures list maintained by the Finance Department.
4. Purchases that in total exceed a bidding limit are not to be split in order to obtain equipment, materials, or services under a lesser level of approval and procurement requirements.
5. A Request for Quotation form is recommended, though not required, for any informal bid from \$25,000 to \$50,000, and should be accompanied by specifications, insurance requirements, and contract agreement as applicable.

### **8-1.3. Justification:**

Whenever the bidding/proposal process is dispensed with or the lowest bidder is not used, recommendation and justification for doing so shall be in writing and forwarded to the Finance Department at the time the requisition is prepared. It shall be signed by the requesting Department Head.

### **8-2. Formal Procurement Over \$200,000 (Not for Public Projects)**

1. Formal procurement process is required.
2. Competitive bidding is required unless otherwise authorized in these policies and procedures.
3. Written sole source justification can be used in certain circumstances with City Council approval, as per Section 9-3.  
City Council approval is required. Formal bids for public projects, including associated dollar thresholds, shall be done in accordance with Public Contract Code Section 22030 et seq., as per Section 5 of this policy and the latest updated limits dictated by the Uniform Construction Cost Accounting Commission.

### **8-2.1. Formal Bids:**

Formal quotations are written bids or proposals requiring a formal closing time/date. Public notices are posted on the City's website and/or advertised in the local newspaper, at least ten days prior to the opening of the bids. When advertised in the newspaper, invitations for bid will be published at least two times. Formal bids are opened in public.

### **8-2.2. Formal Proposal Process:**

The formal proposal process may be used in procurements involving complicated and performance-type specifications which may require involved negotiations or communications with vendors to clarify proposals submitted. The proposal process should be utilized in negotiated procurements or those procurements where the answer to a certain approach or a specific item necessary to satisfy the City's needs is unknown. Public notice advertisements requesting invitations for proposal will be posted on the City's website and/or published in the local newspaper at least two times; the first insertion must be at least ten days prior to the opening date. Formal proposals are made public upon execution of a signed contract.

### **8-2.3. Lowest Responsible Bidder:**

Bids will be awarded to the responsive bidder who submits the lowest responsible bid that is most advantageous to the City and is consistent with the requirements of this procurement policy. The term "lowest responsible bidder" as used in the City's bidding documents shall mean the lowest bidder whose bid offer best corresponds in quality, fitness, and capacity to the requirements of the proposed work or usage.

Sellers, vendors, suppliers, and contractors of supplies and equipment who maintain places of business located within the limits of the City shall be given preference if quality, price, and service are equal. In awarding the purchase, staff may consider the benefit derived by the City from sales tax revenues received by it in tabulating the lowest responsive bidder.

In determining the "lowest responsible bidder," the following elements shall be given consideration (in addition to price):

1. The ability of the product offered to provide the quality, fitness, and capacity for the required usage.
2. The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder, particularly with reference to historical past experiences and/or past purchases with or by the City.
4. Whether the bidder can perform the contract and/or deliver the materials, supplies, and services within the time required.
5. The quality of performance and/or quality of products provided in previous contracts or services.
6. Other information secured and having a bearing on the decision to award the contract.
7. Continuity of service.

### **8-2.4. Responsiveness:**

A responsive bid is one which is in substantial conformance with the requirements of the invitation to bid, including specifications and the City's contractual terms and conditions. Bidders who substitute terms and conditions or who qualify their bids in such a manner as to nullify or limit their liability may be considered a non-responsive bidder and rejected on those grounds. Conformance with the requirements of the invitation to bid may also include, but is not limited to, completion of forms, inclusion of references and attachments, and completion of required responses.

#### **8-2.5 Rejection of Bids/Proposals:**

The authority to reject is based on the authority to award. The City of Gridley reserves the right: (1) to reject any or all bids or any part thereof and (2) to waive any informalities and/or negotiate minor deviations to the bid with the successful firm. The City of Gridley's decision shall be final.

#### **8-2.6. Late Formal Bids/Proposals:**

Formal bids or proposals submitted after the designated closing time shall be returned unopened and not accepted.

#### **8-2.7. Tie Bidders:**

If two or more bids are received which are in all respects equal, the City Council may award to the local vendor. If both are local vendors or none are local vendors, City Council may draw lots, re-bid, or the award may be made to the one deemed in the best interest of the City.

#### **8-3. Technical/Maintenance Services:**

Services of a general nature (as opposed to professional/consulting services) shall be contracted by following a Request for Proposal or Bid process. The method of selection shall be determined by the Purchasing Officer and may include both the qualifications of the service provider and cost of the service. If it is determined by the operating department in consultation with the Purchasing Officer that all vendors providing a service classification can equally provide the service satisfactorily, a bid process would be appropriate; however, if factors other than price need to be considered in awarding the contract, a proposal process may be used.

Proposals evaluated by the City for technical/maintenance services should be based on a combination of qualifications and cost. Examples of areas other than price that may be important in awarding the contract include experience level, competence, resources/equipment, staffing levels, service availability/time factors, and other qualifications identified by the operating department responsible for recommending the service contract. Following committee interviews and selection, staff may further refine the scope of work and additional cost negotiations may take place.

The bidding limits and requirements are the same for technical/maintenance services

whether the vendor was selected by bid or proposal.

An executed Standard Agreement and documents provided by the vendor meeting the City's insurance requirements are required for any services that will be provided to the City.

#### **8-4. Standard Agreement**

All general services (not professional services) must use a Standard Agreement approved by the City Attorney. Work should not commence until all documentation has been acquired and the agreement and purchase order have been executed by the appropriate parties of the City, as determined by the dollar limits and responsibilities outlined above. The City shall also follow all federal contract requirements for projects where federal funds will be used.

Standard Agreements must include the following:

1. Fully executed agreement by all parties
2. Specification(s), quotes, and/or sole source justification
3. Insurance documentation meeting the City's insurance requirements

The City shall, whenever possible, shall take all necessary affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus area firms are used when possible as states in Section 200.321 of Federal Regulations. The City shall, whenever possible, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States as stated in Section 200.322

The City shall, whenever possible, use the City agreement form as approved by the City Attorney. Should another agreement be considered for technical/maintenance services, the agreement will require City Attorney review and approval as to form prior to execution by the City.

The City Attorney shall review and approve as to form all Standard Agreements prior to City Council approval for all purchases over \$200,000.

#### **8-5. Blanket Purchase Orders:**

Blanket purchase orders provide equipment or supplies on an as-needed and/or over-the-counter basis in unspecified amounts from a selected vendor. Blanket purchase orders provide a mechanism whereby items which are uneconomical to stock may be purchased quickly, allowing operations timely access to necessary materials. Blanket purchase orders are valid for the current fiscal year. Blanket purchase orders shall not be used to purchase capital assets.

Once a blanket purchase order is issued to a vendor, any authorized City employee may contact the vendor directly to place orders per the terms and conditions specified in the



blanket purchase order.

The Finance Department will review blanket purchase order requests based upon the following criteria:

1. Geographic location
2. Responsiveness and capabilities
3. Average dollar value and type(s) of items to be purchased
4. Frequency of need
5. Vendor pricing methodology

Blanket purchase orders do not take the place of competitive quote, bid, or proposal processes.

#### **8-6. Changes to and Cancellation of Purchase Orders:**

The operating department will notify Finance when initiating changes which alter the purchase order. Purchase orders that need to be canceled or closed must be forwarded to Accounts Payable. The last payment against a purchase order that does not increase the purchase order total by 10% can be processed without obtaining a purchase order change order.

The City Administrator will approve any change orders that have the purchase order total amount exceed \$50,000, up to \$200,000. Change orders cannot be requested that exceed Council-approved appropriations or Council contract award amounts without additional Council authorization.

### **SECTION 9: SPECIAL PROCUREMENT CIRCUMSTANCES**

#### **9-1. Finance Department Procurements**

The Finance Department is charged with the duty to contract for purchase of the following equipment, materials, and services:

1. New or replacement vehicles or equipment
2. Items purchased from state contracts or Cooperative Purchase Agreements
3. Computer hardware and software (through the Information Technology Department)
4. Other items as may be determined in the future
5. When it is in the best interest of the City to negotiate an extension of an existing contract for supplies or technical services, based on satisfactory performance. Such a negotiated price must be fair and reasonable. This shall also apply to products or services purchased through prior recent bidding.

#### **9-2. CDBG and Other Applicable Federal Grants:**

In compliance with the City's Community Development Block Grant, HOME funds, and other applicable federal funds administered by the United States Department of Housing

and Urban Development (HUD), procurement procedures shall comply with federal regulations (24 CFR 85.36). The City will follow the Office of Management and Budget Guidance 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

### **9-3. Sole Source Purchases:**

When competitive quotations for goods and services are not possible, such purchases shall be made through negotiated procurement. Sole source purchases may require City Administrator or City Council approval, based upon procurement limits and Municipal Code requirements.

A sole source justification form must be signed by the requestor's Department Head and City Administrator (if applicable), then forwarded to the Finance Department and filed to justify the sole source purchase. Sole-source specifications should be avoided whenever possible as they minimize or eliminate competition.

When the use of said sole-source vendor is expected to be repeated or ongoing, the operating department may indicate that it is a "recurring" sole source on the sole source justification form. The sole source justification shall then be valid for three years from date of approval by the Department Head.

#### **9-3.1. Sole Source is Appropriate When:**

1. The requested product is an integral repair part or accessory compatible with existing equipment and is only available from one vendor.
2. The requested product has unique design/performance specifications or quality requirements which are essential to department operations and are not available in comparable products.
3. Only known manufacturer of this product.
4. The requested product is one with which department staff have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.
5. Only vendor authorized to sell/service this product in our region.
6. Upgrade to existing software. Available only from the producer of this software who sells on a direct basis only.
7. Emergency purchase.
8. Public project procurements under the requirements established by Public Contract Code Section 22032(a).
9. Special situations as they arise.

### **9-3.2. City Administrator Approval:**

Sole source requests between \$50,000.01 and \$200,000 require the approval of the City Administrator.

### **9-3.3. City Council Approval:**

Sole source requests over \$200,000 require the approval of the City Council.

### **9-4. Emergency Purchases up to \$200,000 (Not for Public Projects):**

Emergency purchases may be made without the benefit of competitive bidding when time is of the essence. Emergency purchases should be made only for the following reasons: (1) to preserve life, health, or property; (2) upon a natural disaster; (3) to correct or forestall a shutdown to maintain essential public services; or (4) other unforeseeable events (as authorized by the City Administrator). Emergency purchases are not valid for contrived urgencies resulting from lack of planning and organization. Since emergency orders do not normally provide the City an opportunity to obtain competitive quotes, nor properly encumber funds, such orders should be kept to an absolute minimum. Emergency purchases shall be approved by the Department Head or designee.

### **9-5. Emergencies Over \$200,000 (Not for Public Projects and not to exceed \$250,000):**

Emergency purchases over \$200,000, not to exceed \$250,000, require the approval/signature of the City Administrator. The City Administrator shall provide a report after any emergency purchase over \$200,000 at the next City Council meeting following the emergency purchase.

### **9-6. Emergency Public Projects:**

Public projects shall be completed according to Public Contract Code 22050

### **9-7. Cooperative Purchases:**

The City may participate in purchases and contracts conducted by other political jurisdictions, provided that the cooperative agreement is established following a competitive bid process. In a cooperative purchase, one agency represents several agencies by soliciting bids including the needs of the other agencies in the bid specifications. This higher product volume may result in lower unit cost for all agencies, and also reduces the time and cost of the City administering its own bid process.

Needed documentation includes:

1. Copy of the other jurisdiction's bid document(s)
2. Any Board or Council action awarding the contract
3. The contract documents

The City Administrator may authorize the award of cooperative purchase agreements for amounts not more than \$200,000; City Council approval is required for the award of any cooperative purchase exceeding \$200,000.

**9-8. Piggyback onto Existing Contract:**

“Piggybacking” is the use of an existing contract for goods between another government agency and a vendor for the purchase of those same goods. When piggybacking onto a contract, the City must use the terms of the contract and price of the item must be as specified in the contract or awarding document. The contract for consideration must have been awarded through a competitive bidding process prepared and awarded by another local, state, or federal government agency.

Needed documentation includes:

1. Copy of the other jurisdiction’s bid document(s)
2. Any Board or Council action awarding the contract
3. The contract documents

The City Administrator may authorize the award of piggyback purchases for amounts not more than \$200,000; City Council approval is required for the award of any piggyback purchase exceeding \$200,000.

**9-9. Exemptions from Obtaining a Purchase Order:**

The Finance Department shall maintain an approved direct pay list for which no purchase order is required due to unique purchasing circumstances, such as invoices from government agencies, utility providers, and subscription services.

The following is a non-inclusive list of the direct pay categories and/or vendors at the time of policy adoption:

- Actuarial studies
- Advertising
- Assessment district administration costs
- Attorney services
- Butte County Air Quality Management District
- Bond issuance costs (bond counsel, rating agency fees, and trustee fees)
- Cafeteria plan administration
- CDBG and Home Rehabilitation Loans
- Claim settlements (for liability claims)
- Conference or seminar registration
- Copy machine maintenance and leasing under contract
- Debt service payments
- Department of Health Services
- Department of Water Resources

- Deposit refunds
- Document destruction
- Downtown Business Improvement District remittance of cash receipts
- Employment Development Department
- Family Intervention Team program expenditures
- Feather River Air Quality Management District
- Fingerprinting (Department of Justice)
- Fingerprinting (Sutter County – Live Scan)
- Fire Department stipend checks
- Fuel for storage tanks
- General Liability insurance premiums
- Drainage
- Housing consultant
- Land/property
- Lobbying activities
- Meals (per diem or travel reimbursement)
- Membership dues
- Office equipment O&M
- Office supplies (consumable only)
- Parking Citation Hearing Officer
- Payroll deduction remittances
- Petty cash reimbursements
- Postage & freight
- Pre-employment physicals, medical blood, DATCO (substance abuse testing)
- Refunds
- Retirement administration: Phase II Systems for PARS trust administration
- State Board of Equalization (diesel fuel tax, sales and use tax)
- State Division of Administrative Services (seismic fees)
- State Water Resources Control Board
- Subdivision Agreement reimbursements
- Subscriptions
- Supplies or refreshments reimbursement
- Teambuilding
- Telephone
- Temporary help (personnel agency)
- Training programs
- Travel & meetings
- Trustee fees
- Tuition reimbursements
- Uniform rental and cleaning (under contract)
- Utilities

- Vehicle allowance
- Water delivery service
- Gridley Economic Development Corporation

An authorized signature and appropriate budget number(s) should be provided by the purchaser to Accounts Payable for invoices up to \$5,000. Invoices above \$5,000 should be accompanied by a check request form, approved by the Department Head.

## **SECTION 10: PROFESSIONAL SERVICES**

### **10-1. Definition:**

Those services by independent consultants such as legal, engineering, programming, planning, environmental, economic, financial, testing, specialized temporary employee services, medical, dental, accounting, surveying, landscape architecture, advertising, design, etc., are considered to be “professional services”. This may also include services requiring peculiar or specialized abilities which by state law do not require competitive bidding.

### **10-2. Operating Department Responsibilities:**

1. Prepare specifications or scope of work.
2. Solicit, review, and select qualified consultant/firm.
3. Provide written documentation justifying selection of the successful consultant/firm.
4. Prepare a City Professional Services Agreement and obtain consultant’s signature.
5. Compile all exhibits/attachments described or referenced in the contract.
6. Secure and review required insurance documents for conformance to City contract requirements.
7. Submit the contract to the City Attorney for review and approval, if applicable.
8. If between \$50,000 and \$200,000, obtain City Administrator approval.
9. If over \$200,000, obtain Council approval.
10. Submit requisition to Finance to issue a purchase order.
11. Submit original signed contract, complete with exhibits, attachments, and insurance, to the City Clerk.
12. Provide the consulting firm with a signed copy of the contract.

### **10-3. Decentralized:**

With the exception of engineering/planning services and legal representation/services which are at the sole pleasure and discretion of the City Council, due to the specialized and technical nature of professional services, contracting for professional services is decentralized and shall be the responsibility of each applicable Department Head.

**10-4. Solicitation of Proposals:**

Solicitation of professional service proposals is the responsibility of the operating departments. The Finance Department may be contacted to assist and support the formal request for proposal process.

**10-5. Selection of Consultant:**

Contracts negotiated by the City for professional services will be based on demonstrated competence, professional qualifications for the services required, availability, fair and reasonable cost, and other relevant factors as determined by the operating department. Competitive bidding is encouraged whenever possible; however, it is not mandatory.

**10-6. City Attorney Review and Approval:**

The City shall, whenever possible, use the City's Professional Services Agreement form, which has been approved as to form by the City Attorney. Should another agreement be considered for professional services, review and approval as to form by the City Attorney is required prior to execution by the City.

The City Attorney shall review and approve as to form all Professional Service Agreements prior to City Council approval for contracts over \$200,000.

**10-7. Procurement Limits — Professional/Consultant Services:**

Specified procurement limits are tabulated per consultant firm per fiscal year and are not to be split to circumvent the determined limits. No professional services consultant shall be paid more than \$200,000 per fiscal year for the City as a whole without prior Council authorization.

**10-7.1. Contracts of \$50,000 or Less:**

Contacting three (3) firms, although encouraged, is not required for contracts \$50,000 or less. Department Heads are authorized to sign Professional Service Agreements totaling \$50,000 or less.

**10-7.2. Contracts \$50,000.01 up to \$200,000:**

Operating departments should, whenever possible, contact three (3) consultants/firms and select the most qualified firm. The City Administrator is authorized to sign Professional Service Agreements totaling \$200,000 or less.

**10-7.3. Contracts Over \$200,000:**

Operating departments shall solicit written proposals and negotiate with a minimum of three (3) consultants/firms, whenever possible. Professional Service Agreements over \$200,000 requires City Council approval. If the contract is a multiple year agreement,

information regarding multiple years must be presented to Council in the staff report at the time of approval.

#### **10-8. Changes to and Cancellation of Purchase Orders:**

The operating department will notify Finance when initiating changes which alter the purchase order. Purchase orders that need to be canceled or closed must be forwarded to Accounts Payable. The last payment against a purchase order that does not increase the purchase order total by 10% can be processed without obtaining a purchase order change order.

The City Administrator will approve any change orders that have the purchase order total amount exceed \$50,000, up to \$200,000. Change orders cannot be requested that exceed Council-approved appropriations or Council contract award amounts without additional Council authorization.

### **SECTION 11: CONTRACT AMENDMENTS FOR TECHNICAL/MAINTENANCE OR PROFESSIONAL SERVICES**

Ongoing City contracts with technical/maintenance vendors or professional services consultants may require amendments for a number of reasons, including change in scope of work, time extension to complete the project or renew for an additional period of time, and unforeseen costs.

Should a firm's agreement be considered, review and approval as to form by the City Attorney is required prior to execution by the City.

#### **11-1. Operating Department Responsibilities:**

1. Prepare a City amendment and obtain appropriate signatures from both parties.
2. Compile all exhibits/attachments referenced in the amendment. Update the insurance documents if necessary.
3. Obtain City Administrator and/or City Attorney approval, if applicable.
4. When the contract plus amendment total over \$200,000, obtain City Council approval.
5. Submit request to Finance for a purchase order change order if the amendment alters the dollar amount.
6. Submit original signed amendment, complete with exhibits and attachments, to the City Clerk.
7. Provide the consultant (professional services) or vendor (technical/maintenance services) a signed copy of the amendment.



## **11-2. Amendment Cost Limits:**

Contract amendments can only be approved within their cost limits. Cost limits are calculated as the existing contract total plus any cost changes in the amendment.

### **11-2.1. Contract Total of \$50,000 or Less:**

Amendments can be approved by the Department Head if the contract total, including all amendments, does not exceed \$50,000.

### **11-2.2. Contract Total of \$50,000.01 to \$200,000:**

Amendments can be approved by the City Administrator if the contract total, including all amendments, does not exceed \$200,000.

### **11-2.3. Contract Total Over \$200,00:**

Amendments must be approved by City Council and executed by the City Administrator if the amended contract will exceed the amount previously approved by City Council or if an amendment will cause the contract to exceed \$200,000.

### **11-2.4. Prior Approved Contingency:**

City Council may award a contract amount plus a contingency for a project or service that will or potentially will exceed \$200,000. In such a case, the contract would originally reflect the primary contract amount, but may be amended later up to the contingency authorized as part of the Council item without further Council action.

## **SECTION 12: SPECIFICATIONS**

Accurate specifications are essential for effective bidding. It is the responsibility of each department to provide detailed, accurate specifications when requisitioning supplies and services.

### **12-1. Developing Specifications:**

Well-developed specifications are necessary to ensure quality that will fulfill the operating department's needs while also avoiding unnecessary costs for the taxpayer. A good specification should be:

1. Simple and straightforward, yet specific enough that the bidder cannot evade any of the provisions or underbid products that do not meet the department/division's needs.
2. Clear and easily identified, including any necessary measurements, material standards, or similar product types on the market.
3. Flexible and reasonably tolerant of discrepancies and different products.

4. As fair to the seller as reasonably possible without compromising the City's interests, and capable of being met by multiple bidders in order to promote competition.
5. Capable of being checked in order to determine if the quality is sufficient and the bid is valid.

#### **12-2. Standardization:**

Standardization of specifications for items common to several divisions enables collaborating departments to buy quantity and generally receive lower pricing due to larger orders. The Finance Department will support operating departments in the establishment of standard specifications for articles in common use.

#### **12-3. "Or Equal":**

When brand names are specified, the words "or equal" must be added unless compelling reasons make only a single brand acceptable. Use of a brand name for "equal to" specifications should be for the purpose of describing the standard of quality, performance, and characteristics the City desires and not be intended to limit or restrict competition. Use of "equal to" specifications should, whenever possible, identify a minimum of two brand names as approved equals.

Using specifications provided by a specific manufacturer should be avoided and, if used, the name of the manufacturer, model number, etc., should be indicated. It should also be stated, that use of the manufacturer's specifications are for the sole purpose of establishing an "equal to" criteria. When specifications designate "or equal," the City reserves the right to determine and approve any other as being equal or acceptable.

#### **12-4. Vendor Assistance in Writing Specifications:**

There may be occasions when vendor assistance may be required in developing specifications. Such specifications should be written in general terms. The vendor should be clearly informed that the information provided might be used in developing specifications for a competitive bidding process. The Purchasing Officer or their designee shall approve such specifications.

#### **12-5. Review of Specifications:**

It is the operating department's responsibility to ensure that specifications are complete and accurate. The department will review the completeness of information, terms and conditions, insurance/compliance, and open and competitive language. To assure bid/proposal specifications and terms meet the City needs, the operating department may request review or assistance by the Finance Department, the City Attorney, or other pertinent City staff in the development of specifications.

## **SECTION 13: VENDOR RELATIONS**

It is to the City's advantage to maintain and promote good relations with suppliers. The City's vendor relations reflect the public image of the City organization. Finance and the operating departments are responsible for promoting fairness, integrity, courtesy, and goodwill in their vendor relations.

Operating departments may make direct contact with vendors for such purposes as obtaining price quotes (less than \$200,000), developing service contracts, initiating informal bid or proposal processes, obtaining technical information, obtaining cost estimates for budgeting or purchasing purposes, preparing purchase requisitions, and placing orders for authorized purchases.

The Finance Department may be the main contact in formal bid situations. Finance may also serve as an intermediary between operating departments and vendors when requested by operating departments or in conflict resolution matters.

## **SECTION 14: PROTEST PROCEDURE AND ADMINISTRATIVE APPEAL**

### **14-1. Bid Protests (Not for Public Projects):**

In the event of a bid protest, the alleged aggrieved protesting bidder must file in writing to the Finance Director the exact reason for the protest. In no event shall a protest be considered if all bids are rejected or after award of the contract. Failure to comply in the manner prescribed shall constitute a failure to exhaust administrative remedies and shall automatically relieve the City of Gridley from accepting that protest.

Any others who wish to protest the outcome of a bid or procurement must utilize the public comment process during the regularly scheduled City Council meetings.

#### **14-1.1. Protest Procedure Prior to Bid Opening:**

Any bidder wishing to file a protest prior to bid opening concerning the specifications or bid procedure must do so in writing. This written protest must be received by City Clerk no later than four working days prior to bid opening. If a protest that is received cannot be resolved by the designated time of the bid opening, the City Administrator may delay the bid opening until the protest is addressed to the City's satisfaction.

#### **14-1.2. Protest Procedure After Bid Opening:**

Any bidder wishing to protest based on information that only became evident after the bid opening must file the protest in writing. This written protest must be received by the City Clerk no later than five working days after the City of Gridley notifies all bidders of the apparent low bid or the proposal selected by the committee for procurements under the formal bid limit, or within five working days from when bids or proposals over the formal bid limit are opened in public.

### **14-1.3. Protest Review:**

The City Administrator shall review the written protest and, within five working days after receipt of the written protest, issue a decision in writing. The decision shall state the reasons for the action taken as well as inform the protesting bidder of the right to administrative appeal. A copy of the decision will be forwarded to the Finance Department.

A decision rendered by the City Administrator as outlined in this section shall be final and conclusive. If the alleged aggrieved protesting bidder has complied with the protest procedures, they shall have the right to commence an administrative appeal.

### **14-2. Administrative Appeals:**

The Finance Director's decision regarding a bid protest may be appealed to the appropriate approving authority, based upon the procurement limits. The protestor will be notified regarding the appropriate administrative appeal procedure in the written decision from the Finance Director.

#### **14-2.1. Informal Bids:**

The City Administrator is the approving authority for all administrative appeals for all purchases up to \$200,000. Appeals must be written and submitted to the City Administrator's Office within five working days after the aggrieved bidder is notified of the Finance Director's decision. A written decision will be issued within ten working days after receipt of the written appeal. The decision by the City Administrator is final.

#### **14-2.2. Formal:**

The City Council is the approving authority for formal appeals for the City of Gridley for all purchases over \$200,000. Appeals must be written and submitted to the City Administrator's Office within five working days after the aggrieved bidder is notified of the Finance Director's decision. The City Council may consider the appeal concurrently with its decision on the award. The decision by the City Council is final.

### **14-3. Public Project Protests and Appeals:**

Protests and appeals regarding public projects shall be per the procedures established in the Public Contract Code.

## **SECTION 15: SURPLUS AND UNCLAIMED PROPERTY**

### **15-1. Surplus/Unclaimed Property:**

The Purchasing Officer shall have the authority to sell, exchange, or trade in all supplies, materials, and equipment which are no longer used, have become obsolete, worn out, or scrapped, or which have become unsuitable for public use.

The Purchasing Officer shall also have the authority to sell unclaimed property. All unclaimed property shall be sold or otherwise disposed of in accordance with Civil Code § 2080 et seq.

All sales shall be in accordance with the provisions outlined in Section 3.16.190 of the City's Municipal Code.

### **15-2. Disposal of Personal Property (Less than \$500):**

Pursuant to Welfare and Institutions Code § 217, in lieu of the provisions contained in Civil Code § 2080, an alternative procedure is established with respect to the disposal of unclaimed personal property not worth more than \$500. The Purchasing Officer is authorized with respect to said property, which has been unclaimed for at least 90 days, to transfer and deliver any such items to the Probation Officer of the County, to the Welfare Department of the County, or to any charitable or nonprofit organization which is authorized under its articles of incorporation to participate in a program or activity designed to prevent juvenile delinquency and which is exempt from income taxation under federal or state law, for use in any program or activity designed to prevent juvenile delinquency.

## **SECTION 16: FEDERALLY DECLARED EMERGENCIES**

In the event of an emergency declared by the President of the United States, the City of Gridley must comply with federal procurement standards as a condition of receiving public assistance funding from the Federal Emergency Management Agency (FEMA) for contract costs for eligible work. FEMA funding is governed by Title 2 of the Code of Federal Regulations (CFR) Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**CITY OF GRIDLEY'S PURCHASING POLICIES AND PROCEDURES**  
**APPENDIX I: DEFINITIONS**

**Amendment** – A modification of terms and/or pricing for goods, professional services, or technical/maintenance services contracts or task orders.

**Bid** – A comparative price offer made by an intended seller in reply to an Invitation for Bid or Request for Quotation.

**Bid Document** – A document soliciting pricing for materials, supplies, and services purchases. The bid document includes all pertinent information related to the purchase (specifications), plus instructions to the vendor on how to prepare the document, terms and conditions, and any insurance requirements necessary.

**CAL-Card** – The City's procurement card issued under California Department of Goods and Services, utilized as a payment mechanism for purchases by authorized City staff.

**Consultant** – A provider of professional services, such as the examples provided in Section 10-1. Should be contracted via a Professional Services Agreement. See Section 10 for procurement guidelines.

**Contract** – Any agreement or written document which produces a contractual agreement between the City and another party for the procurement or disposition of materials, services, professional services, or construction projects.

**Department Head** – The director of a department or their designee.

**Equipment** – Furnishings, machinery, vehicles, rolling stock, and other personal property used in the City's business.

**Force Account** – Construction work performed by City labor.

**Goods** – Any and all supplies, materials, and/or equipment which are moveable at the time of sale, and can be furnished to or be used by the City. This also includes goods purchased separately for City projects and goods purchased with installation services.

**Procurement (Purchase)** – Buying, purchasing, renting, leasing, or otherwise obtaining of any materials, equipment, supplies, or services. Also included are all activities related to obtaining the above items.

**Proposal** – A comparative written offer made by an intended consultant (professional services) or vendor (technical/maintenance services) for evaluation by City staff in reply to a Request for Proposal.

**Public Project** – "Public Project" shall have the meaning as set forth in the California Public Contract Code Sections 20161 and 22002, as amended.

**Public Works Construction Project** – A public construction project that is subject to the regulations of the state Public Contract Code, such as the erection, construction, alteration, major painting, repair, or demolition of public buildings, streets, walkways, water and sewer facilities, drainage facilities, or other public facilities, whether owned, leased, or operated by the City. Public works does not include maintenance work as defined in said Code.

**Purchase Order** – A document generated by the Finance Department after the bidding requirements have been met and the purchase has been awarded. A purchase order authorizes the purchase of goods or services. It is a written legal document signed by the Purchasing Officer, Finance Director, and/or Department Head (as required per the procurement limits) stating all terms and conditions of purchase transaction or referring to such terms and conditions as may exist in an accompanying contract.

**Purchase Order Change Order** – A change order to an existing purchase order may occur for a variety of reasons including, but not limited to, increasing the dollar amount of the purchase order, adding or deleting a line item, changing an account number on a line item, or increasing or decreasing the quantity on a line item.

**Purchasing Officer** – The City Administrator or a designated representative.

**Purchase Requisition** – A request for a purchase order. The request comes from the operating department that needs to order specific goods or services. This is completed through the City's operating Finance software (Pentamation at the time of policy adoption).

**Request for Proposal/Bid** – The complete assembly of related documents (whether attached or by reference) furnished to a prospective consultant or vendor for specific services for the purpose of soliciting a proposal for a City professional service or technical/maintenance service procurement. These shall be evaluated and awarded based on a number of factors, rather than just price.

**Request for Quotation/Bid** – The complete assembly of related documents (whether attached or by reference) furnished to a prospective contractor/supplier for specific products or services for the purpose of presenting a quote for a City procurement. These shall be reviewed and awarded to the lowest responsible bidder.

**Sole Source** – Unique commodities or services that can be obtained from only one vendor or one distributor authorized to sell in the area or region, with singular characteristics or performance capabilities, or which have specific compatibility components with existing City products are exempt from the competitive bidding requirements and are deemed sole source purchases. Sole source purchases may include proprietary items sold directly from the manufacturer.

**Solicitation** – An invitation or request by which the City invites a person to participate in a procurement, such as an Invitation for Bids, a Request for Proposals, a Request for Qualifications, or a Request for Quotations.

**Specification** – A description in the bid, proposal, or quote of the sought item or service which informs prospective vendors what is specifically required and provides the basis for determining the responsive bid and the resulting purchase order or contract. In addition, it establishes the standard against which inspections and tests are made.

**Uniform Construction Cost Accounting Procedures** – Uniform construction cost accounting procedures shall mean those procedures and rules established by the State Uniform Construction Cost Accounting Commission pursuant to Section 22000, et seq. of the Public Contract Code.

**Vendor** – A seller of materials and supplies or technical/maintenance services, such as installation. If any work is to be done by the vendor, it should be contracted via Standard Agreement. See Section 8 for procurement guidelines.



**City Council Agenda Item #2**  
Staff Report

**Date:** November 4, 2024  
**To:** Mayor and City Council  
**From:** Elisa Arteaga, City Administrator  
**Subject:** Approval of Transmission Rate Case Program through an agreement with NCPA

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

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**Recommendation**

It is recommended that the Gridley City Council

1. approve the City’s participation in the Transmission Rate Case Program through an agreement with the Northern California Power Agency (NCPA) to help manage and limit Gridley's exposure to rising transmission costs associated with CAISO and other markets.
2. Authorize the City Administrator to execute the agreement with NCPA and ensure funding allocation within the FY budget.

**Background**

The Transmission Rate Case Program, facilitated by NCPA, is designed to protect the interests of its participants, including Gridley, in transmission-related matters. Rising transmission costs imposed by the California Independent System Operator (CAISO) impact the City’s ability to provide affordable power to residents and businesses. Through this program, NCPA will advocate on behalf of the City and other participants in rate cases and proceedings affecting transmission costs. NCPA’s General Manager will consult with the City and other participants as needed and will propose annual goals as part of the budgeting process. NCPA will provide regular reports summarizing ongoing proceedings and schedules, financial impacts/assessments and, potential benefits, costs, and progress toward goals.

NCPA may engage qualified legal counsel and experts as needed. Costs incurred for these specialized services are considered part of the Program and will be billed to participants accordingly.

**Financial Impact**

Participation in this program will incur costs based on services rendered by NCPA, including legal counsel, subject matter experts, and other associated services. The City’s portion of these costs will be allocated as part of the annual budget. For this program, the FY 2025 budget is \$580,000, so at a 0.45% share of the costs, Gridley’s expected budgeted cost would be \$2,610 per year. Staff will closely monitor and review all expenditures and report back to the Council.

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

This program aligns with the City’s objective to manage energy-related costs effectively while safeguarding access to necessary transmission resources. By participating in NCPA's Transmission Rate Case Program, the City of Gridley can mitigate the risks of rising transmission costs and better represent its interests in crucial regulatory processes.

**Attachments**

Transmission Rate Case Program  
Resolution No. 2024-R-042



**TRANSMISSION OWNER RATE CASE  
PROGRAM AGREEMENT**

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This TRANSMISSION RATE CASE PROGRAM AGREEMENT (“the Agreement”) is made effective as of \_\_\_\_\_ by and among the Northern California Power Agency, a joint powers agency of the State of California (“NCPA”) and those of its Members who execute this Agreement (“Participants”). NCPA and the Participants are referred to herein individually as a “Party” and collectively as the “Parties”.

### RECITALS

A. NCPA has heretofore been duly established as a public agency pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California and, among other things, is authorized to acquire, construct, finance, and operate buildings, works, facilities and improvements for the generation and transmission of electric capacity and energy for resale.

B. Each of the Participants is a signatory to the Joint Powers Agreement which created NCPA and therefore is a Member.

C. Each of the Participants to this Agreement have executed the Power Management and Administrative Services Agreement, dated October 1, 2014, which establishes the framework under which Members who are signatory to the Power Management and Administrative Services Agreement may enter into one or more Service Agreements with NCPA.

D. Pursuant to the Power Management and Administrative Services Agreement, from time to time special conditions or requirements for services may be requested from NCPA by Members under which no existing Services Agreement is available to satisfy such needs, and at the sole discretion of the Commission, certain “one-off” agreements maybe developed between NCPA and a Member, or group of Members, to enable NCPA to provide such special services.

E. The Participants have requested NCPA to establish facilities, staff and the capability to act on behalf of the Participants to engage in certain activities, either directly, indirectly, or in conjunction with legal counsel and subject matter experts, pertaining to proceedings that effect the CAISO transmission costs, or other transmission costs as may be applicable, to protect the Participants' transmission assets and to strive to limit the Participants' exposure to increasing transmission costs when transacting in the CAISO markets, other markets, or as otherwise may be applicable.

F. In response to the Participants' desire for NCPA to engage in the activities further described in this Agreement, NCPA has established the facilities, staff and the capability for the provision of Services to the Participants in accordance with this Agreement.

G. Each Participant agrees to pay its equitable share of costs associated with NCPA's provision of Services, in accordance with the Power Management and Administrative Services Agreement and this Agreement.

H. The Participants further desire, insofar as possible, to insulate other Members, whether or not such Members are also Participants, from risks inherent in the services and transactions undertaken on behalf of any given Member or group of Members.

I. Upon full execution of this Agreement, this Agreement shall be deemed a Special Conditions Services Agreement under the Power Management and Administrative Services Agreement by the Commission.

J. Each of the Parties intends to observe the provisions of this Agreement in good faith and shall cooperate with all other Parties in order to achieve the full benefits of joint action.

NOW, THEREFORE, the Parties agree as follows:

**Section 1. Definitions.**

1.1 Definitions. Whenever used in this Agreement (including the Recitals hereto), the following terms shall have the following respective meanings, provided, capitalized terms used in this Agreement (including the Recitals hereto) that are not defined in Section 1 of this Agreement shall have the meaning indicated in Section 1 of the Power Management and Administrative Services Agreement:

1.1.1 “Administrative Services Costs” means that portion of the NCPA administrative, general and occupancy costs and expenses, including those costs and expenses associated with the operations, direction and supervision of the general affairs and activities of NCPA, general management, treasury operations, accounting, budgeting, payroll, human resources, information technology, facilities management, salaries and wages (including retirement benefits) of employees, facility operation and maintenance costs, taxes and payments in lieu of taxes (if any), insurance premiums, fees for legal, engineering, financial and other services, power management services, general settlement and billing and general risk management costs, that are charged directly or apportioned to the provision of Services pursuant to this Agreement. Administrative Services Costs as separately defined herein and used in the context of this Agreement is different and distinct from the term Administrative Services Costs as defined in Section 1 of the Power Management and Administrative Services Agreement.

1.1.2 “Agreement” means this Transmission Rate Case Program Agreement, including all Exhibits attached hereto.

1.1.3 “All Resources Bill” means the single, combined monthly bill from NCPA to a Participant with respect to all NCPA services, programs and NCPA Projects.

1.1.4 “Defaulting Participant” has the meaning set forth in Section 9.2 of this Agreement.

1.1.5 "Effective Date" has the meaning set forth in Section 4.1 of this Agreement.

1.1.6 "Event of Default" has the meaning set forth in Section 9.2 of this Agreement.

1.1.7 "NCPA" has the meaning set forth in the recitals hereto.

1.1.8 "Participant" has the meaning set forth in the recitals of this Agreement. Participants to this Agreement are listed in Exhibit A of this Agreement.

1.1.9 "Party" or "Parties" has the meaning set forth in the recitals hereto; provided that "Third Parties" are entities that are not part to this Agreement.

1.1.10 "Power Management and Administrative Services Agreement" means the NCPA Power Management and Administrative Services Agreement, dated as of October 1, 2014 between NCPA and the Members who are signatories to that agreement by which NCPA provides Power Management and Administrative Services.

1.1.11 "Program Participation Percentage" means the Participant Program Participation Percentages set forth in Exhibit A of this Agreement.

1.1.12 "Services" has the meaning set forth in Section 2.1 of this Agreement.

1.1.13 "Term" has the meaning set forth in Section 4.1 of this Agreement.

1.1.14 "Transmission Owner" or "TO" has the meaning set forth in the CAISO Tariff.

1.2 Rules of Interpretation. All words and references as used in this Agreement (including the Recitals hereto), unless in any such case the context requires



otherwise, shall be interpreted pursuant to Section 1.2 of the Power Management and Administrative Services Agreement.

**Section 2. Services to be Provided, Duties and Standards of Performance.**

2.1 Services. The purpose of this Agreement is to set forth the terms and conditions under which NCPA, acting on behalf of the Participants, may engage in certain activities, either directly, indirectly, or in conjunction with legal counsel and subject matter experts, pertaining to proceedings that effect CAISO transmission costs, or other transmission costs as may be applicable, to protect the Participants' transmission assets and to strive to limit the Participants' exposure to increasing transmission costs when transacting in the CAISO markets, other markets, or as otherwise may be applicable (the "Services"). Participants shall only be responsible to pay for Services performed and costs incurred subsequent to the effective date of this Agreement. Services provided in accordance with this Agreement generally include the following:

2.1.1 Representing the interests of the Participants by monitoring, analyzing, and participating in TO rate cases before FERC and any related judicial appeals, where this applies to TO rate cases and new related transmission activity matters that are filed;

2.1.2 Engaging in other related filings and industry developments that affect the cost or provision of transmission service under TO rate cases; and

2.1.3 Engaging in other transmission cost related activities as may be approved by the Participants.

2.2 Qualified Subject Matter Experts. NCPA's provision of Services under this Agreement may be supported by legal services and other specialized services relevant to NCPA's participation in proceedings that are performed by qualified subject matter experts and/or witnesses. All costs incurred by NCPA associated with the

acquisition of legal services support, or qualified subject matter experts support, associated with the Services Agreement shall be considered a Services cost pursuant to this Agreement.

2.3 Coordination with Third Parties. As part of NCPA's duties under this Agreement, NCPA shall strive to work collaboratively with other Third Party intervenors and relevant parties, and where practicable, build alliances and find common interest in promoting the Participants' interest consistent with the goals and objectives established pursuant to Section 2.8 of this Agreement. Such efforts include building coalitions, where strategically and economically viable, to support the alignment with other intervenors or to form "joint intervenor" perspectives for engaging in activities related to the Services provided hereunder. This joint effort may include coordinating and sharing responsibilities on areas of common interest to ensure the most efficient advancement of the Participants' interest, and to reduce redundancy in the Services provided by NCPA.

2.4 Participant Duties. The duties of the Participants under this Agreement are to:

2.4.1 Timely provide information to NCPA that is required for NCPA to perform Services.

2.4.2 Make timely payments to NCPA for Services invoiced by NCPA to Participants in accordance with Section 7 of this Agreement.

2.4.3 Provide staff and other assistance, as may be required from time to time, to the extent necessary for NCPA to fulfill its duties under this Agreement.

2.5 NCPA Duties. NCPA's General Manager, or his or her designee, shall establish and maintain the facilities, staff and the capability to act on behalf of the

Participants and provide Services to the Participants in accordance with this Agreement.

2.6 Standard of Performance. NCPA will perform Services using the level of skill and attention reasonably required to complete the Services in a competent and timely manner.

2.7 Assignment of Personnel. NCPA shall assign only competent personnel to perform Services pursuant to this Agreement.

2.8 Time. NCPA shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standards of performance provided in Section 2.6, and to satisfy NCPA's obligations hereunder.

2.9 Consultation with Participants. The General Manager shall consult with the Participants from time to time, as needed, to advise him or her on a particular matter relevant to this Agreement. Each year, the General Manager shall propose to the Participants, as part of the Annual Budget process, specific goals and objectives for NCPA staff as such relate to this Agreement. NCPA shall provide periodic reports to the Participants regarding progress toward meeting the proposed goals and objectives. The periodic reports may include the following information:

- (a) Overview of relevant proceedings and known schedules;
- (b) Assessment of the financial impact to the Participants, to the extent practicable;
- (c) Scope of NCPA's potential engagement in each TO rate case;
- (d) Identification of potential legal actions that the Participants should consider and the likelihood of success (by argument if practicable);
- (e) Estimates of potential benefits and costs associated with engagement, to the extent practicable; and

- (f) Summary of NCPA and Third Party issues and levels of participation.

**Section 3. Administration of Agreement.**

3.1 Commission. The Commission is responsible for the administration of this Agreement. Each Member shall be represented by its Commissioner or their designated alternate Commissioner (“Alternate”) pursuant to the Joint Powers Agreement. Each Commissioner shall have authority to act for the Participant under this Section 3 with respect to matters pertaining to this Agreement.

3.2 Duties and Authorities. In addition to the administration of this Agreement, the duties and authorities of the Commission are as specified in the Joint Powers Agreement and the NCPA Commission Bylaws.

3.3 Forum. Whenever any action anticipated by this Agreement is required to be jointly taken by the Participants, such action shall be taken at regular or special meetings of the NCPA Commission; provided, however, activities associated with NCPA’s provision of Services and normal day-to-day engagement as described in Section 2.1 of this Agreement, are hereby delegated to the General Manager of NCPA, or his or her designee, and are not considered to be matters related to the Commission’s general administration of this Agreement, and therefore are not subject to the administrative procedures set forth in this Section 3.

3.4 Quorum. For purposes of acting upon matters that relate to the administration of this Agreement, a quorum of the Commission shall consist of those Commissioners, or their designated Alternates, representing a numerical majority of the Participants.

3.5 Voting. For acting upon matters that relate to the general administration of this Agreement, each Participant shall have the right to cast one (1) vote. Actions of the Commission shall be effective only upon an affirmative vote of Participants

representing a combined Program Participation Percentage of eighty percent (80%) or more.

3.6 Adoption and Amendment of Annual Budget. Annually, the Commission shall adopt an Annual Budget, which includes, but is not limited to, all costs attributed to Services, for at least the next succeeding Fiscal Year in accordance with the NCPA Joint Powers Agreement and this Agreement. Provided, however, that the Commission may in its discretion adopt a two-year budget if permitted to do so by the NCPA Commission Bylaws or the Joint Powers Agreement.

3.7 Facilities Committee. The Facilities Committee has been established pursuant to the Amended and Restated Facilities Agreement to act as an advisory committee to the Commission. The Commission or General Manager may refer matters pertaining to the administration of this Agreement to the Facilities Committee for review and recommendation, including, but not limited to, proposed amendments to this Agreement. If the Commission or General Manager refers matters pertaining to the administration of this Agreement to the Facilities Committee, NCPA will provide a copy of the public notice of the Facilities Committee meeting at which the matter will be discussed to the Participants. The Facilities Committee may act upon such matters referred to it by the Commission in accordance with the procedures, including the general administration quorum and voting procedures, set forth in the Amended and Restated Facilities Agreement. Any recommendation of the Facilities Committee shall be made to the Commission and others, as appropriate, in coordination with the General Manager.

**Section 4. Term and Termination.**

4.1 Effective Date. This Agreement shall become effective on the first day of the month after which it has been duly executed by all Participants, and delivered to

and executed by NCPA (the "Effective Date"). NCPA shall notify all Participants in writing of the Effective Date.

4.2 Term and Termination. The term ("Term") Agreement shall continue in full effect until terminated by consent of all Parties.

**Section 5. Admission and Withdrawal of Participants.**

5.1 Admission of a New Participant. Following the initial Effective Date of this Agreement, a Member may voluntarily elect to execute this Agreement and become a Participant provided that such joinder is (i) approved by the NCPA Commission in accordance with Section 3.5 of this Agreement, and (ii) if such joinder is approved by the NCPA Commission as set forth herein, the Commission shall also amend the Program Participant Percentages set forth in Exhibit A to this Agreement to include the Program Participant Percentage for the new Participant as determined by the NCPA Commission. Subject to the requirement of this Section 5.1, such Member will become a Participant effective on the date of its delivery to NCPA of an executed counterpart of this Agreement.

5.2 Withdrawal of Participants. Any Participant may withdraw from this Agreement ("**Withdrawing Participant**") by submitting notice, in writing to all Parties at least two (2) years in advance of the effective date of such withdrawal, provided that such withdrawal shall only be effective on the last day of a Fiscal Year and that the Withdrawing Participant has fully satisfied all obligations it has incurred under this Agreement. The two (2) year duration of the notice requirement may be waived or reduced by the Commission in its sole discretion. Withdrawal by any Participant shall not terminate this Agreement as to the remaining Participants.

5.3 No Effect on Prior Liabilities. Withdrawal by any Participant will not terminate any ongoing or un-discharged liabilities, credits or obligations, including any contingent liabilities, credits or obligations, resulting from this Agreement until they are

satisfied in full, or such Withdrawing Participant has provided a mechanism acceptable to NCPA, for the satisfaction in full thereof.

5.4 A Withdrawing Participant shall not be obligated to compensate the remaining Participants for loss of any benefits that would have accrued to the remaining Participants if the Withdrawing Participant had continued its participation. Nor shall the remaining Participants be obligated to compensate the Withdrawing Participant for any benefits that accrue to the remaining Participants because of the withdrawal. Reallocation of the costs and benefits of continuing under this Agreement after a Participant has withdrawn shall not give rise to any claim against a Withdrawing Participant by the remaining Parties. Nor shall any of the remaining Parties be obligated to compensate the Withdrawing Participant for any benefits that accrue to the remaining Parties because of such a reallocation of costs and benefits.

5.5 Associated Costs. A Withdrawing Participant shall reimburse NCPA for any and all costs resulting from the withdrawal, including but not limited to the legal, accounting, and administrative costs of winding up and assuring the complete satisfaction and discharge of the Withdrawing Participant's liabilities, credits or obligations, including any contingent liabilities, credits or obligations.

**Section 6. Cost of Services.**

6.1 Cost Allocation. All costs associated with NCPA's provision of Services to the Participants, including, but not limited to, Administrative Services Costs and costs associated with NCPA's acquisition of legal services and qualified subject matter experts services, shall be allocated among the Participants in accordance with this Agreement and the Power Management and Administrative Services Agreement. Costs allocated among the Participants in accordance with this Agreement shall be allocated to each Participant in proportion to such Participant's Program Participation Percentage as set forth in Exhibit A of this Agreement.

6.2 Program Participation Percentages. The Program Participation Percentages as set forth in Exhibit A of this Agreement may be amended from time to time, including to account for the addition or withdrawal of a Participant as set forth in Section 5 of this Agreement, by the Commission in accordance with the voting procedures set for in Section 3 of this Agreement.

**Section 7. Billing and Payments.**

7.1 Invoices. NCPA will issue an invoice to each Participant for its share of costs associated with Services, and all other costs for services provided in accordance with this Agreement. Such invoice may be either the All Resources Bill or separate special invoice, as determined by NCPA. Such invoices will be made pursuant to the requirements and procedures provided for in this Agreement and all other applicable agreements. At NCPA's discretion, invoices may be issued to Participants using electronic media or physical distribution.

7.2 Payment of Invoices. All invoices delivered by NCPA (including the All Resources Bill) are due and payable thirty (30) Calendar Days after the date thereof; provided, however, that any amount due on a day other than a Business Day may be paid on the following Business Day.

7.3 Late Payments. Any amount due and not paid by a Participant in accordance with Section 9.2 shall be considered late and bear interest computed on a daily basis until paid at the lesser of (i) the per annum prime rate (or reference rate) of the Bank of America NT&SA then in effect, plus two percent (2%) or (ii) the maximum rate permitted by law.

7.4 Billing Disputes. A Participant may dispute the accuracy of any invoice issued by NCPA under this Agreement by submitting a written dispute to NCPA, within thirty (30) Calendar Days of the date of such invoice; nonetheless the Participant shall pay the full amount billed when due. If a Participant does not timely question or



dispute the accuracy of any invoice in writing the invoice shall be deemed to be correct. Upon review of a submitted dispute, if an invoice is determined by NCPA to be incorrect, NCPA shall issue a corrected invoice and refund any amounts that may be due to the Participant. If NCPA and the Participant fail to agree on the accuracy of an invoice within thirty (30) Calendar Days after the Participant has disputed it, the General Manager shall promptly submit the dispute to the Commission for resolution. If the Commission and the Participant fail to agree on the accuracy of a disputed invoice within sixty (60) Calendar Days of its submission to the Commission, the dispute may then be resolved under the mediation and arbitration procedures set forth in Section 10 of this Agreement. Provided, however, that prior to resort to either mediation or arbitration proceedings, the full amount of the disputed invoice must have been paid.

#### 7.5 Billing/Settlement Data and Examination of Books and Records.

7.5.1 Settlement Data. NCPA shall make billing and settlement data available to the Participants in the All Resources Bill, or other invoice, or upon request. NCPA may also, at its sole discretion, make billing and settlement support information available to Participants using electronic media (e.g. electronic data portal). Procedures and formats for the provision of such electronic data submission may be as established by the NCPA Commission from time to time. Without limiting the generality of the foregoing, NCPA may, in its reasonable discretion, require the Participants to execute a non-disclosure agreement prior to providing access to the NCPA electronic data portal.

7.5.2 Examination of Books and Records. Any Participant to this Agreement shall have the right to examine the books and records created and maintained by NCPA pursuant to this Agreement at any reasonable, mutually agreed upon time.

### **Section 8. Cooperation and Further Assurances.**

8.1 Each of the Parties agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by any other Party which are consistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

**Section 9. Participant Covenants and Defaults.**

9.1 Each Participant covenants and agrees: (i) to make payments to NCPA, from its Electric System Revenues, of its obligations under this Agreement as an operating expense of its Electric System; (ii) to fix the rates and charges for services provided by its Electric System, so that it will at all times have sufficient Revenues to meet the obligations of this Agreement, including the payment obligations; (iii) to make all such payments due NCPA under this Agreement whether or not there is an interruption in, interference with, or reduction or suspension of services provided under this Agreement, such payments not being subject to any reduction, whether by offset or otherwise, and regardless of whether any dispute exists; and (iv) to operate its Electric System, and the business in connection therewith, in accordance with Good Utility Practice.

9.2 Events of Default. An Event of Default under this Agreement shall exist upon the occurrence of any one or more of the following by a Participant (the "Defaulting Participant"):

(i) the failure of any Participant to make any payment in full to NCPA when due, where such failure is not cured within thirty (30) Calendar Days following receipt of a notice from NCPA demanding cure;

(ii) the failure of a Participant to perform any covenant or obligation of this Agreement where such failure is not cured within thirty (30) Calendar Days

following receipt of a notice from NCPA demanding cure. Provided, that this subsection shall not apply to any failure to make payments specified by subsection 9.2 (i));

(iii) if any representation or warranty of a Participant material to the services provided hereunder shall prove to have been incorrect in any material respect when made and the Participant does not cure the facts underlying such incorrect representation or warranty so that the representation or warranty becomes true and correct within thirty (30) Calendar Days of the date of receipt of notice from NCPA demanding cure; or

(iv) if a Participant is in default or in breach of any of its covenants under any other agreement with NCPA and such default or breach is not cured within the time periods specified in such agreement.

9.3 Uncontrollable Forces. A Party shall not be considered to be in default in respect of any obligation hereunder if prevented from fulfilling such obligation by reason of Uncontrollable Forces. Provided, that in order to be relieved of an Event of Default due to Uncontrollable Forces, a Party affected by an Uncontrollable Force shall:

(i) first provide initial notice to the General Manager using telephone communication within two (2) Business Days of the onset of the Uncontrollable Force, and second provide further written notice to the General Manager and all other Parties within ten (10) Business Days of the onset of the Uncontrollable Force, describing its nature and extent, the obligations which the Party is unable to fulfill, the anticipated duration of the Uncontrollable Force, and the actions which the Party will undertake so as to remove such disability and be able to fulfill its obligations hereunder; and

(ii) use due diligence to place itself in a position to fulfill its obligations hereunder and if unable to fulfill any obligation by reason of an Uncontrollable Force such Party shall exercise due diligence to remove such disability with reasonable

dispatch. Provided, that nothing in this subsection shall require a Party to settle or compromise a labor dispute.

9.4 Cure of an Event of Default. An Event of Default shall be deemed cured only if such default shall be remedied or cured within the time periods specified in Section 9.2 above, as may be applicable, provided, however, upon request of the Defaulting Participant the Commission may waive the default at its sole discretion, where such waiver shall not be unreasonably withheld.

9.5 Remedies in the Event of Uncured Default. Upon the occurrence of an Event of Default which is not cured within the time limits specified in Section 9.2, without limiting other rights or remedies available under this Agreement, at law or in equity, and without constituting or resulting in a waiver, release or estoppel of any right, action or cause of action NCPA may have against the Defaulting Participant, NCPA may, for so long as such Event of Default continues uncured, take any or all of the following actions:

(i) suspend the provision of services under this Agreement to such Defaulting Participant;

(ii) demand that the Defaulting Participant provide further assurances to guarantee the correction of the default, including the collection of a surcharge or increase in electric rates, or such other actions as may be necessary to produce necessary Revenues to correct the default;

(iii) terminate this Agreement as to the Defaulting Participant, on ten (10) Calendar Days prior written notice to the Defaulting Participant; or

(iv) enforce all other rights or remedies available to it under any other agreement in which the Defaulting Participant is a signatory.

9.6 Effect of Termination or Suspension.

9.6.1 Generally. The termination or suspension of this Agreement will not terminate, waive, or otherwise discharge any ongoing or undischarged liabilities, credits or obligations arising from this Agreement until such liabilities, credits or obligations are satisfied in full.

9.6.2 Suspension. If performance of all or any portion of this Agreement is suspended by NCPA with respect to a Participant in accordance with subsection 9.5 (i), such Participant shall pay any and all costs incurred by NCPA as a result of such suspension including reasonable attorney fees, the fees and expenses of other experts, including auditors and accountants, or other reasonable and necessary costs associated with such suspension and any portion of the costs associated with NCPA's provision of Services, including Administrative Services Costs, that were not recovered from such Participant as a result of such suspension.

9.7 Termination. If this Agreement is terminated by NCPA with respect to a Participant in accordance with Section 9.5 (iii), such Participant shall pay any and all costs incurred by NCPA as a result of such termination, including reasonable attorney fees, the fees and expenses of other experts, including auditors and accountants, other reasonable and necessary costs associated with such termination and any portion of costs associated with NCPA's provision of Services that were not, or will not be, recovered from such Participant as a result of such termination; provided, however, if NCPA terminates this Agreement with respect to the last remaining Participant, then this Agreement shall terminate.

**Section 10. Settlement of Disputes and Arbitration.**

10.1 The Parties agree to make best efforts to settle all disputes among themselves connected with this Agreement as a matter of normal business under this Agreement. The procedures set forth in Section 10 of the Power Management and Administrative Services Agreement shall apply to all disputes that cannot be settled by

the Participants themselves; provided, that the provisions of Section 7.4 shall first apply to all disputes involving invoices prepared by NCPA.

**Section 11. Miscellaneous.**

11.1 Confidentiality. The Parties will keep confidential all confidential or trade secret information made available to them in connection with this Agreement, to the extent possible, consistent with applicable laws, including the California Public Records Act. Confidential or trade secret information shall be marked or expressly identified as such.

If a Party (“Receiving Party”) receives a request from a Third Party for access to, or inspection, disclosure or copying of, any of the other Party’s (the “Supplying Party”) confidential data or information (“Disclosure Request”), then the Receiving Party shall provide notice and a copy of the Disclosure Request to the Supplying Party within three (3) Business Days of receipt of the Disclosure Request. Within three (3) Business Days of receipt of such notice, the Supplying Party shall provide notice to the Receiving Party either:

(i) that the Supplying Party believes there are reasonable legal grounds for denying or objecting to the Disclosure Request, and the Supplying Party requests the Receiving Party to deny or object to the Disclosure Request with respect to identified confidential information. In such case, the Receiving Party shall deny the Disclosure Request and the Supplying Party shall defend the denial of the Disclosure Request at its sole cost, and it shall indemnify the Receiving Party for all costs associated with denying or objecting to the Disclosure Request. Such indemnification by the Supplying Party of the Receiving Party shall include all of the Receiving Party’s costs reasonably incurred with respect to denial of or objection to the Disclosure Request, including but not limited to costs, penalties, and the Receiving Party’s attorney’s fees; or

(ii) the Receiving Party may grant the Disclosure Request without any liability by the Receiving Party to the Supplying Party.

11.2 Indemnification and Hold Harmless. Subject to the provisions of Section 11.4, each Participant agrees to indemnify, defend and hold harmless NCPA and its Members, including their respective governing boards, officials, officers, agents, and employees, from and against any and all claims, suits, losses, costs, damages, expenses and liability of any kind or nature, including reasonable attorneys' fees and the costs of litigation, including experts, to the extent caused by any acts, omissions, breach of contract, negligence (active or passive), gross negligence, recklessness, or willful misconduct of that Participant, its governing officials, officers, employees, subcontractors or agents, to the maximum extent permitted by law.

11.3 Several Liabilities. Except as otherwise provided herein, no Participant shall be liable under this Agreement for the obligations of any other Participant, each Participant shall be solely responsible and liable for performance of its obligations under this Agreement and the obligation of each Participant under this Agreement is a several obligation and not a joint obligation with those of the other Participants.

11.4 No Consequential Damages. FOR ANY BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE HEREBY WAIVED. IF NO REMEDY OR MEASURE OF DAMAGE IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE HEREBY WAIVED. IN NO EVENT SHALL NCPA OR ANY PARTICIPANT OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, REPRESENTATIVES, DIRECTORS, OFFICERS, AGENTS,

OR EMPLOYEES BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOSS OF USE, LOSS OF GOODWILL, LOST REVENUES, LOSS OF PROFIT OR LOSS OF CONTRACTS EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NCPA AND EACH PARTICIPANT EACH HEREBY WAIVES SUCH CLAIMS AND RELEASES EACH OTHER AND EACH OF SUCH PERSONS FROM ANY SUCH LIABILITY.

11.5 The Parties acknowledge that California Civil Code section 1542 provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Parties waive the provisions of section 1542, or other similar provisions of law, and intend that the waiver and release provided by this Section of this Agreement shall be fully enforceable despite its reference to future or unknown claims.

11.6 Waiver. No waiver of the performance by a Party of any obligation under this Agreement with respect to any default or any other matter arising in connection with this Agreement shall be effective unless given by the Commission. Any such waiver by the Commission in any particular instance shall not be deemed a waiver with respect to any subsequent performance, default or matter.

11.7 Amendments. Amendments to the Program Participation Percentages as set forth in Exhibit A of this Agreement shall take effect after being approved by the Commission in a manner consistent with the voting procedures set forth in Section 3 of this Agreement, without the requirement of an approval of the individual Participants' governing bodies. Except where this Agreement specifically provides otherwise, this Agreement may be amended only by written instrument executed by the Parties with the same formality as this Agreement.



11.8 Assignment of Agreement.

11.8.1 Binding Upon Successors. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties to this Agreement.

11.8.2 No Assignment. This Agreement, nor any interest herein, shall be transferred or assigned by a Party hereto except with the consent in writing of the other Parties hereto, where such consent shall not be unreasonably withheld. Without limiting the foregoing, this Agreement shall not be assigned by Plumas-Sierra Rural Electric Cooperative without the approval in writing of the Administrator of the Rural Electrification Administration Utilities Service.

11.9 Severability. In the event that any of the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless the court holds that such provisions are not severable from all other provisions of this Agreement.

11.10 Governing Law. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

11.11 Headings. All indices, titles, subject headings, section titles and similar items are provided for the purpose of convenience and are not intended to be inclusive, definitive, or affect the meaning of the contents of this Agreement or the scope thereof.

11.12 Notices. Any notice, demand or request required or authorized by this Agreement to be given to any Party shall be in writing, and shall either be personally delivered to a Participant's Commissioner or Alternate, and to the General Manager, or shall be transmitted to the Participant and the General Manager at the addresses shown on the signature pages hereof. The designation of such addresses may be changed at

any time by written notice given to the General Manager who shall thereupon give written notice of such change to each Participant. All such notices shall be deemed delivered when personally delivered, two (2) Business Days after deposit in the United States mail first class postage prepaid, or on the first Business Day following delivery through electronic communication.

11.13 Warranty of Authority. Each Party represents and warrants that it has been duly authorized by all requisite approval and action to execute and deliver this Agreement and that this Agreement is a binding, legal, and valid agreement enforceable in accordance with its terms.

11.14 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all the signatories to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

11.15 Venue. In the event that a Party brings any action under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

11.16 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, each Party shall bear its own fees and costs, including attorneys' fees, associated with the action.

11.17 Counsel Representation. Pursuant to the provisions of California Civil Code Section 1717 (a), each of the Parties were represented by counsel in the negotiation

and execution of this Agreement and no one Party is the author of this Agreement or any of its subparts. Those terms of this Agreement which dictate the responsibility for bearing any attorney's fees incurred in arbitration, litigation or settlement in a manner inconsistent with the provisions of Section 11.2 were intentionally so drafted by the Parties, and any ambiguities in this Agreement shall not be interpreted for or against a Party by reason of that Party being the author of the provision.

11.18 No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the Parties, nor shall any provision of this Agreement be deemed or construed by the Parties, by any third person or any Third Parties, to be for the benefit of any Third Party, nor shall any Third Party have any right to enforce any provision of this Agreement or be entitled to damages for any breach by the Parties of any of the provisions of this Agreement.

IN WITNESS WHEREOF, NCPA and each Participant have, by the signature of its duly authorized representative shown below, executed and delivered a counterpart of this Agreement.

NORTHERN CALIFORNIA  
POWER AGENCY  
651 Commerce Drive  
Roseville, CA 95678

CITY OF ALAMEDA  
2000 Grand Street  
P.O. Box H  
Alameda, CA 94501

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF BIGGS  
465 "C" Street  
Biggs, CA 95917

CITY OF GRIDLEY  
685 Kentucky Street  
Gridley, CA 95948

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

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By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF HEALDSBURG  
401 Grove Street  
Healdsburg, CA 95448

CITY OF LODI  
221 W. Pine Street  
Lodi, CA 95240

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF LOMPOC  
100 Civic Center Plaza  
Lompoc, CA 93436

CITY OF OAKLAND, acting  
by and through its  
Board of Port Commissioners  
530 Water Street  
Oakland, CA 94607

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

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Its: \_\_\_\_\_

Date: \_\_\_\_\_

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By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF PALO ALTO  
250 Hamilton Avenue  
Palo Alto, CA 94301

PLUMAS-SIERRA RURAL  
ELECTRIC COOPERATIVE  
73233 Highway 70  
Portola, CA 96122

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

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By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

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By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



CITY OF SANTA CLARA  
1500 Warburton Avenue  
Santa Clara, CA 95050

SAN FRANCISCO BAY AREA RAPID  
TRANSIT DISTRICT (BART)  
300 Lakeside Drive, 16<sup>th</sup> Floor  
Oakland, CA 94612

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

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By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

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By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF UKIAH  
300 Seminary Avenue  
Ukiah, CA 95482

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### LIST OF PARTICIPANTS AND PROGRAM PARTICIPATION PERCENTAGES

The following is a list of the Participants who are signatory to this Agreement, and each Participant's respective Program Participation Percentage:

<b>Participants</b>	<b>Program Participant Percentages</b>
City of Alameda	4.75%
BART	5.01%
City of Biggs	0.20%
City of Gridley	0.45%
City of Healdsburg	0.98%
City of Lodi	6.28%
City of Lompoc	1.86%
City of Palo Alto	11.64%
Plumas Sierra REC	2.14%
Port of Oakland	1.62%
City of Santa Clara	63.55%
City of Ukiah	1.51%
<b>Total</b>	<b>100.00%</b>

Note: The Program Participation Percentages listed in this Exhibit A are consistent with each Participant's project participation percentage listed in Table A of Commission Resolution 23.122. The Program Participant Percentages listed in the Exhibit A can be amended by the Commission from time to time, pursuant to the voting procedures set forth in Section 3 of this Agreement.



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPROVING PARTICIPATION IN THE TRANSMISSION RATE CASE PROGRAM THROUGH THE NORTHERN CALIFORNIA POWER AGENCY (NCPA)**

**WHEREAS**, the City of Gridley, as a participant in the California energy market, is subject to increasing transmission costs regulated by the California Independent System Operator (CAISO) and the Federal Energy Regulatory Commission (FERC); and

**WHEREAS**, the Northern California Power Agency (NCPA) provides a Transmission Rate Case Program (the “Program”) to monitor, analyze, and participate in proceedings related to CAISO transmission costs, FERC rate cases, and other transmission cost-related activities that affect participating agencies, including the City of Gridley; and

**WHEREAS**, the Program seeks to represent the interests of its participants by limiting exposure to increasing transmission costs and advocating on behalf of participants in regulatory matters to protect local transmission assets and control rising energy costs; and

**WHEREAS**, The Commission is responsible for the administration of this Agreement and each Member shall be represented by its Commissioner or their designated alternate Commissioner (“Alternate”) pursuant to the Joint Powers Agreement.

**WHEREAS**, the City Council finds that participation in the Transmission Rate Case Program is in the best interest of the City of Gridley to ensure effective management of energy-related costs and continued advocacy in matters that impact the affordability and reliability of local energy transmission;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Gridley as follows:

1. **Approval of Program Participation.** The City Council hereby approves participation in the Transmission Rate Case Program through NCPA under the terms and conditions set forth in the attached Program Agreement.
2. **Authorization of City Administrator.** The City Administrator is hereby authorized to execute the Transmission Rate Case Program Agreement and take any actions necessary to fulfill the City’s obligations under the Agreement, including coordination with NCPA, providing necessary information, and ensuring timely payments for services as specified in the Agreement.
3. **Financial Commitment.** The City Council commits to funding the Program’s costs for Gridley as part of the fiscal year budget allocation, recognizing the importance of protecting the City’s interests in energy transmission-related proceedings.
4. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Gridley at a regular meeting held on November 4<sup>th</sup>, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**City Council Agenda Item #3**  
Staff Report

**Date:** November 4, 2024  
**To:** Mayor and City Council  
**From:** Chip Fowler, Fire Chief  
**Subject:** Fire Department 66 Hour Workweek

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

**Recommendation**

- Staff respectfully requests that the City Council approve the “First Amendment” to the contract agreement (No. 2CA06877) with the California Department of Forestry and Fire Protection (CALFIRE) for services from July 1, 2024, through June 30, 2025. This amendment adds \$142,042 to the existing contract, bringing the maximum total amount to \$1,250,114.
- Alternatively, the Council may direct staff to negotiate a different agreement with CALFIRE to achieve a reduced level of service at a lower cost.

**Background**

On July 15, 2024, the City Council of the City of Gridley approved a contract with CALFIRE for services from July 1, 2024, through June 30, 2025.

In September 2024, CALFIRE Local 2881 and CAL HR agreed to a temporary labor change that reduces the firefighter workweek from 72 hours to 66 hours. To maintain adequate staffing for all state and local fire resources under this new workweek, CALFIRE now requires a 3-person staffing factor for each position listed in the contract.

To comply, the City of Gridley will need to increase fire department staffing by two additional positions over the next three fiscal years, starting with the current fiscal year. These added positions will both be Fire Apparatus Engineers.

For the FY 24/25 CALFIRE contract, Gridley will add one Fire Apparatus Engineer for the remaining seven months, resulting in a cost increase of \$142,042.

The contract is billed based on the actual cost of services, with potential savings if employees are paid below the top step of their salary range. The table below shows the contracted amount versus the actual amount paid from FY 20/21 through FY 23/24.

FY	Contract	Actual	Savings
20/21	\$1,320,743	\$1,139,079	\$181,665
21/22	\$1,207,655	\$1,138,815	\$68,840
22/23	\$1,300,639	\$1,203,201	\$97,438
23/24	\$1,147,018	\$1,040,528	\$106,490
24/25	\$1,108,072	?	?

**Financial Impact**

The amended contract for FY 24/25 will increase the contract cost by \$142,042.00

**Attachments**

2024-R-043 - Supplemental Appropriation - CalFire Contract Amendment



**A RESOLUTION OF THE CITY OF GRIDLEY AUTHORIZING THE AMENDMENT OF CALIFORNIA  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION'S CONTRACT FOR FY 2024/2025**

WHEREAS, the Department of Forestry and Fire Protection ("Cal Fire") provides critical support for the City of Gridley's fire protection services, including but not limited to, wildland fire suppression, vegetation management, emergency response, and community safety programs; and

WHEREAS, the additional appropriation of funds is necessary to amend and increase the contract with Cal Fire and increase Fire Department staffing levels by two positions due to the recently negotiated Labor Agreement that reduces firefighter workweek from 72 hours to 66 hours; and

NOW, THEREFORE, BE IT RESOLVED BY THE GRIDLEY CITY COUNCIL to approve the supplemental appropriation from the General Fund account 010-4210-53600 for a total not to exceed \$1,250,114.00, an increase of \$142,042.00.

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at a regular meeting of the City Council of the City of Gridley held on the 4<sup>th</sup> of November, 2024, by the following vote:

AYES: COUNCILMEMBERS \_\_\_\_\_

NOES: COUNCILMEMBERS \_\_\_\_\_

ABSTAIN: COUNCILMEMBERS \_\_\_\_\_

ABSENT: COUNCILMEMBERS \_\_\_\_\_

ATTEST:

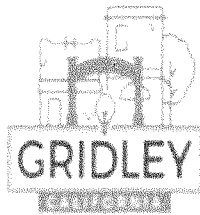
APPROVE:

\_\_\_\_\_  
CITY CLERK, Elisa Arteaga

\_\_\_\_\_  
MAYOR, Michael W. Farr



CITY OF GRIDLEY  
JULY 1, 2024 – SEPTEMBER 30, 2024  
QUARTERLY BUDGET REVIEW  
(INFORMATIONAL ONLY)



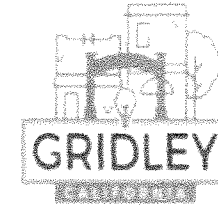
**REVENUE**

# Budget Report

Gridley, CA

## Revenue Summary

For Fiscal: 2024-2025 Period Ending:  
09/30/2024



### Fund: 010 - General

		Original Total Budget	Fiscal Activity	Encumbrances	Favorable (Unfavorable)	Percent Remaining
010-0000-40101	Current Secured Taxes	\$ 859,205.10	\$ 18,702.58	\$ -	\$ (840,502.52)	97.82%
010-0000-40102	Current Unsecured Taxes	\$ 44,061.48	\$ 44.79	\$ -	\$ (44,016.69)	99.90%
010-0000-40104	Prior Unsecured Taxes	\$ 5,000.00	\$ 70.52	\$ -	\$ (4,929.48)	98.59%
010-0000-40105	Supplemental Current	\$ 18,198.74	\$ 1,256.71	\$ -	\$ (16,942.03)	93.09%
010-0000-40120	Tax Increment - RDA	\$ 329,350.04	\$ -	\$ -	\$ (329,350.04)	100.00%
010-0000-40121	Tax Increment - pass thru	\$ 65,000.00	\$ -	\$ -	\$ (65,000.00)	100.00%
010-0000-40130	Sales and Use Taxes	\$ 1,679,472.17	\$ 435,868.42	\$ -	\$ (1,243,603.75)	74.05%
010-0000-40132	Transient Occupancy Tax	\$ 20,843.07	\$ 1,057.77	\$ -	\$ (19,785.30)	94.93%
010-0000-40133	Franchise Tax	\$ 165,570.83	\$ 24,598.61	\$ -	\$ (140,972.22)	85.14%
010-0000-40134	TOT BCT-BID	\$ -	\$ 352.59	\$ -	\$ 352.59	0.00%
010-0000-40140	Business License Tax	\$ 30,832.41	\$ 237.00	\$ -	\$ (30,595.41)	99.23%
010-0000-40143	SB1186 STATE MANDATED -BL	\$ -	\$ 630.00	\$ -	\$ 630.00	0.00%
010-0000-40150	Real Property Transfer Tax	\$ 11,683.11	\$ 4,341.70	\$ -	\$ (7,341.41)	62.84%
010-0000-40530	State Trailer Coach Tax	\$ 918,496.11	\$ -	\$ -	\$ (918,496.11)	100.00%
010-0000-41201	Animal Licenses	\$ 4,301.08	\$ 1,873.00	\$ -	\$ (2,428.08)	56.45%
010-0000-41216	Encroachment Permit	\$ 4,286.04	\$ 980.00	\$ -	\$ (3,306.04)	77.14%
010-0000-41593	Plan Review	\$ 32,156.96	\$ -	\$ -	\$ (32,156.96)	100.00%
010-0000-41596	Electrical Permit	\$ -	\$ 320.00	\$ -	\$ 320.00	0.00%
010-0000-41598	Grading Permit	\$ 7,956.75	\$ -	\$ -	\$ (7,956.75)	100.00%
010-0000-41603	Sale of Maps/Publications	\$ 500.00	\$ -	\$ -	\$ (500.00)	100.00%
010-0000-41617	Animal Shelter Fees	\$ 8,285.05	\$ 2,607.00	\$ -	\$ (5,678.05)	68.53%
010-0000-41620	Engineering Fees-Inspections	\$ 12,000.00	\$ -	\$ -	\$ (12,000.00)	100.00%
010-0000-41629	Fence Permits	\$ 100.00	\$ -	\$ -	\$ (100.00)	100.00%
010-0000-41680	Home Occupancy Permit	\$ 100.00	\$ -	\$ -	\$ (100.00)	100.00%
010-0000-42625	Abatement Revenue	\$ 4,143.13	\$ -	\$ -	\$ (4,143.13)	100.00%
010-0000-43420	Rents	\$ 28,656.76	\$ 15,450.00	\$ -	\$ (13,206.76)	46.09%
010-0000-43646	Late Charge Revenue	\$ 31,995.42	\$ 15,780.00	\$ -	\$ (16,215.42)	50.68%
010-0000-46610	Special Police Services	\$ 124,149.31	\$ 4,596.73	\$ -	\$ (119,552.58)	96.30%
010-0000-46611	Special Fire Services	\$ 150,000.00	\$ -	\$ -	\$ (150,000.00)	100.00%
010-0000-46612	Special Animal Control Service	\$ 3,095.33	\$ 136.00	\$ -	\$ (2,959.33)	95.61%
010-0000-46640	Utility Billing Fees	\$ 400.67	\$ 96.50	\$ -	\$ (304.17)	75.92%
010-0000-46703	Damage Restitution	\$ 1,800.00	\$ 150.00	\$ -	\$ (1,650.00)	91.67%
010-0000-49720	Miscellaneous Other	\$ 175,474.89	\$ 158,431.22	\$ -	\$ (17,043.67)	97.11%
010-0000-49765	Transfers In	\$ 1,990,000.00	\$ 1,990,000.00	\$ -	\$ -	0.00%
<b>Revenue Total:</b>		<b>\$ 6,727,114.45</b>	<b>\$ 2,677,581.14</b>	<b>\$ -</b>	<b>\$ (4,049,533.31)</b>	

**Fund: 011 - GF-Reserve**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
011-0000-43401	Interest Income	\$ -	\$ (10,024.39)	\$ -	\$ (10,024.39)	0.00%
Revenue Total:		\$ -	\$ (10,024.39)	\$ -	\$ (10,024.39)	

**Fund: 012 - FEMA-RESERVE**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
012-0000-43401	Interest Income	\$ -	\$ (1,469.19)	\$ -	\$ (1,469.19)	0.00%
Revenue Total:		\$ -	\$ (1,469.19)	\$ -	\$ (1,469.19)	

**Fund: 020 - General -Impact**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
020-0000-43401	Interest Income	\$ -	\$ (3,538.48)	\$ -	\$ (3,538.48)	0.00%
Revenue Total:		\$ -	\$ (3,538.48)	\$ -	\$ (3,538.48)	

**Fund: 021 - Dev'l Agree Fee**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
021-0000-43401	Interest Income	\$ -	\$ (37.64)	\$ -	\$ (37.64)	0.00%
Revenue Total:		\$ -	\$ (37.64)	\$ -	\$ (37.64)	

**Fund: 023 - WellFund**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
023-0000-43401	Interest Income	\$ -	\$ (127.75)	\$ -	\$ (127.75)	0.00%
Revenue Total:		\$ -	\$ (127.75)	\$ -	\$ (127.75)	

**Fund: 050 - City Hall Rsrv**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
050-0000-43401	Interest Income	\$ -	\$ (271.61)	\$ -	\$ (271.61)	0.00%
Revenue Total:		\$ -	\$ (271.61)	\$ -	\$ (271.61)	

**Fund: 060 - Equipment Rsrsv**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
060-0000-43401	Interest Income	\$ -	\$ (5,363.13)	\$ -	\$ (5,363.13)	0.00%
Revenue Total:		\$ -	\$ (5,363.13)	\$ -	\$ (5,363.13)	

**Fund: 070 - SICK LEAVE RESR**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
070-0000-43401	Interest Income	\$ -	\$ (556.51)	\$ -	\$ (556.51)	0.00%
<b>Revenue Total:</b>		<b>\$ -</b>	<b>\$ (556.51)</b>	<b>\$ -</b>	<b>\$ (556.51)</b>	

**Fund: 122 - Prop 12&40Vierr**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
122-0000-43401	Investments - Wells Fargo	\$ -	\$ (0.01)	\$ -	\$ (0.01)	0.00%
<b>Revenue Total:</b>		<b>\$ -</b>	<b>\$ (0.01)</b>	<b>\$ -</b>	<b>\$ (0.01)</b>	

**Fund: 123 - M.VIERRA PARK**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
123-0000-43401	Interest Income	\$ -	\$ (79.85)	\$ -	\$ (79.85)	0.00%
<b>Revenue Total:</b>		<b>\$ -</b>	<b>\$ (79.85)</b>	<b>\$ -</b>	<b>\$ (79.85)</b>	

**Fund: 200 - RDA - Operating**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
200-0000-43401	Interest Income	\$ -	\$ (670.71)	\$ -	\$ (670.71)	0.00%
<b>Revenue Total:</b>		<b>\$ -</b>	<b>\$ (670.71)</b>	<b>\$ -</b>	<b>\$ (670.71)</b>	

**Fund: 215 - Successor Agency**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
215-0000-40160	RPTTF	\$ 358,443.00	\$ -	\$ -	\$ (358,443.00)	100.00%
<b>Revenue Total:</b>		<b>\$ 358,443.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (358,443.00)</b>	

**Fund: 390 - Gas Tax 2105**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
390-0000-40515	State Gas Tax	\$ 44,703.79	\$ 11,751.18	\$ -	\$ (32,952.61)	73.71%
390-0000-43401	Interest Income	\$ -	\$ (853.08)	\$ -	\$ (853.08)	0.00%
390-0000-45516	BCAG RSTP EXCHANGE FUNDS	\$ 102,404.58	\$ -	\$ -	\$ (102,404.58)	100.00%
<b>Revenue Total:</b>		<b>\$ 147,108.37</b>	<b>\$ 10,898.10</b>	<b>\$ -</b>	<b>\$ (136,210.27)</b>	

**Fund: 395 - Sect.2103**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
395-0000-40515	State Gas Tax	\$ 63,343.13	\$ 20,885.59	\$ -	\$ (42,457.54)	67.03%
<b>Revenue Total:</b>		<b>\$ 63,343.13</b>	<b>\$ 20,885.59</b>	<b>\$ -</b>	<b>\$ (42,457.54)</b>	

**Fund: 400 - Gas Tax 2106**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
400-0000-40515	State Gas Tax	\$ 34,713.10	\$ 8,766.29	\$ -	\$ (25,946.81)	74.75%
400-0000-49720	Miscellaneous Sweeping	\$ 3,000.00	\$ 744.18	\$ -	\$ (2,255.82)	75.19%
Revenue Total:		\$ 37,713.10	\$ 9,510.47	\$ -	\$ (28,202.63)	

**Fund: 410 - Gas Tax 2107**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
410-0000-40515	State Gas Tax	\$ 55,576.96	\$ 15,198.19	\$ -	\$ (40,378.77)	72.65%
Revenue Total:		\$ 55,576.96	\$ 15,198.19	\$ -	\$ (40,378.77)	

**Fund: 420 - Gas Tax 2107.5**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
420-0000-40515	State Gas Tax	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	0.00%
Revenue Total:		\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	

**Fund: 425 - SB1 - RMRA**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
425-0000-40518	SB1-ROAD MAINT. AND REHAB.	\$ 137,792.76	\$ 50,491.76	\$ -	\$ 84,401.72	63.36%
425-0000-43401	Interest Income	\$ -	\$ (2,672.45)	\$ -	\$ (2,672.45)	0.00%
Revenue Total:		\$ 137,792.76	\$ 47,819.31	\$ -	\$ 81,729.27	

**Fund: 430 - SB 325 TDA**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
430-0000-40131	SB 325 Sales Taxes	\$ 300,000.00	\$ -	\$ -	\$ (300,000.00)	100.00%
430-0000-49720	Miscellaneous Other	\$ 303,000.00	\$ -	\$ -	\$ (303,000.00)	100.00%
Revenue Total:		\$ 603,000.00	\$ -	\$ -	\$ (603,000.00)	

**Fund: 440 - Traffic Safety**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
440-0000-42301	Vehicle Code Fines	\$ 9,477.36	\$ 4,017.60	\$ -	\$ (5,459.76)	57.61%
Revenue Total:		\$ 9,477.36	\$ 4,017.60	\$ -	\$ (5,459.76)	

**Fund: 450 - Bicycle**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
450-0000-41202	Bicycle Licenses	\$ -	\$ 46.00	\$ -	\$ 46.00	0.00%
450-0000-43401	Interest Income	\$ -	\$ (0.27)	\$ -	\$ (0.27)	0.00%
Revenue Total:		\$ -	\$ 45.73	\$ -	\$ 45.73	

**Fund: 455 - Railroad mantce**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
455-0000-43401	Interest Income	\$ -	\$ (34.84)	\$ -	\$ (34.84)	0.00%
<b>Revenue Total:</b>		<b>\$ -</b>	<b>\$ (34.84)</b>	<b>\$ -</b>	<b>\$ (34.84)</b>	

**Fund: 460 - Public Safe Aug**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
460-0000-41521	Public Safety Augmentation	\$ 31,924.18	\$ 2,549.39	\$ -	\$ (29,374.79)	92.01%
460-0000-43401	Interest Income	\$ -	\$ (625.22)	\$ -	\$ (625.22)	0.00%
<b>Revenue Total:</b>		<b>\$ 31,924.18</b>	<b>\$ 1,924.17</b>	<b>\$ -</b>	<b>\$ (30,000.01)</b>	

**Fund: 480 - Boat Ramp**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
480-0000-41628	Boat Permit Fees	\$ 15,562.79	\$ 3,760.00	\$ -	\$ (11,802.79)	75.84%
480-0000-43401	Interest Income	\$ -	\$ (25.08)	\$ -	\$ (25.08)	0.00%
<b>Revenue Total:</b>		<b>\$ 15,562.79</b>	<b>\$ 3,734.92</b>	<b>\$ -</b>	<b>\$ (11,827.87)</b>	

**Fund: 495 - Rec Coordinator**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
495-0000-43401	Interest Income	\$ -	\$ (90.54)	\$ -	\$ (90.54)	0.00%
495-0000-43404	Recreation Scholarship	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	0.00%
495-0000-46435	Recreation Department Contrib	\$ 55,000.00	\$ 6,185.00	\$ -	\$ (48,815.00)	88.75%
<b>Revenue Total:</b>		<b>\$ 55,000.00</b>	<b>\$ 7,594.46</b>	<b>\$ -</b>	<b>\$ (47,405.54)</b>	

**Fund: 500 - Planning & Dev.**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
500-0000-41221	Miscellaneous Permits	\$ 257.50	\$ -	\$ -	\$ (257.50)	100.00%
500-0000-41604	TPM/TSM Final Map Fees	\$ 4,351.75	\$ -	\$ -	\$ (4,351.75)	100.00%
500-0000-41605	Environmental Review	\$ 103.00	\$ -	\$ -	\$ (103.00)	100.00%
500-0000-41680	Home Occupancy Permit	\$ 82.40	\$ -	\$ -	\$ (82.40)	100.00%
500-0000-41682	Fence Permit	\$ 247.20	\$ -	\$ -	\$ (247.20)	100.00%
500-0000-41684	Temp/Conditional Use Permit	\$ 556.20	\$ 500.00	\$ -	\$ (56.20)	10.10%
500-0000-41694	Sign Review	\$ 206.00	\$ 50.00	\$ -	\$ (156.00)	75.73%
500-0000-41697	Site Development Plan	\$ 463.50	\$ -	\$ -	\$ (463.50)	100.00%
500-0000-41698	Variance Fee	\$ 309.00	\$ 650.00	\$ -	\$ 341.00	-110.36%
500-0000-49720	Miscellaneous Other	\$ 40,679.80	\$ -	\$ -	\$ (40,679.80)	100.00%
<b>Revenue Total:</b>		<b>\$ 47,256.35</b>	<b>\$ 1,200.00</b>	<b>\$ -</b>	<b>\$ (46,056.35)</b>	



**Fund: 513 - CDBG PROGRAM IN**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
513-0000-43401	Interest Income	\$ -	\$ (827.93)	\$ -	\$ (827.93)	0.00%
513-0000-44740	C.D.B.G. Program Income	\$ 8,145.24	\$ 2,861.70	\$ -	\$ (5,283.54)	64.87%
<b>Revenue Total:</b>		<b>\$ 8,145.24</b>	<b>\$ 2,033.77</b>	<b>\$ -</b>	<b>\$ (6,111.47)</b>	

**Fund: 514 - HOME P.I.**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
514-0000-43401	Interest Income	\$ -	\$ (508.41)	\$ -	\$ (508.41)	0.00%
<b>Revenue Total:</b>		<b>\$ -</b>	<b>\$ (508.41)</b>	<b>\$ -</b>	<b>\$ (508.41)</b>	

**Fund: 570 - Drainage Trust**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
570-0000-43401	Interest Income	\$ -	\$ (8.62)	\$ -	\$ (8.62)	0.00%
<b>Revenue Total:</b>		<b>\$ -</b>	<b>\$ (8.62)</b>	<b>\$ -</b>	<b>\$ (8.62)</b>	

**Fund: 580 - Flood Maint #1**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
580-0000-40110	Maint. District Assessments	\$ 7,052.00	\$ -	\$ -	\$ (7,052.00)	100.00%
580-0000-43401	Interest Income	\$ -	\$ (206.17)	\$ -	\$ (206.17)	0.00%
<b>Revenue Total:</b>		<b>\$ 7,052.00</b>	<b>\$ (206.17)</b>	<b>\$ -</b>	<b>\$ (7,258.17)</b>	

**Fund: 581 - Flood Maint #2**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
581-0000-40110	Maint. District Assessments	\$ 11,162.00	\$ -	\$ -	\$ (11,162.00)	100.00%
<b>Revenue Total:</b>		<b>\$ 11,162.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (11,162.00)</b>	

**Fund: 582 - Flood Maint #3**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
582-0000-40110	Maint. District Assessments	\$ 58,427.00	\$ -	\$ -	\$ (58,427.00)	100.00%
<b>Revenue Total:</b>		<b>\$ 58,427.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (58,427.00)</b>	

**Fund: 583 - Maint Dist #6**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
583-0000-40110	Maint. District Assessments	\$ 3,313.00	\$ -	\$ -	\$ (3,313.00)	100.00%
583-0000-43401	Interest Income	\$ -	\$ (68.52)	\$ -	\$ (68.52)	0.00%
<b>Revenue Total:</b>		<b>\$ 3,313.00</b>	<b>\$ (68.52)</b>	<b>\$ -</b>	<b>\$ (3,381.52)</b>	

**Fund: 590 - Solid Waste**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
590-0000-43401	Interest Income	\$ -	\$ (2.81)	\$ -	\$ (2.81)	0.00%
<b>Revenue Total:</b>		<b>\$ -</b>	<b>\$ (2.81)</b>	<b>\$ -</b>	<b>\$ (2.81)</b>	

**Fund: 600 - Electric Utilit**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
600-0000-46640	Utility Billing Fees	\$ 8,157,887.85	\$ 3,003,421.30	\$ -	\$ (5,154,466.55)	63.18%
600-0000-46641	Impact/Connection Fees	\$ 22,887.51	\$ 2,940.42	\$ -	\$ (19,947.09)	87.15%
600-0000-46644	Surcharge	\$ 9,493.72	\$ 3,463.92	\$ -	\$ (6,029.80)	63.51%
600-0000-46645	Reconnection Fee	\$ 512.41	\$ 125.00	\$ -	\$ (387.41)	75.61%
600-0000-46660	Maintenance Service Fees	\$ 513,249.00	\$ 71,732.15	\$ -	\$ (441,516.85)	86.02%
600-0000-49720	Miscellaneous Other	\$ 35,000.00	\$ 29,533.81	\$ -	\$ (5,466.19)	15.62%
<b>Revenue Total:</b>		<b>\$ 8,739,030.49</b>	<b>\$ 3,111,216.60</b>	<b>\$ -</b>	<b>\$ (5,627,813.89)</b>	

**Fund: 610 - Public Benefits**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
610-0000-43401	Interest Income	\$ -	\$ (1,775.97)	\$ -	\$ (1,775.97)	0.00%
610-0000-46640	Utility Billing Fees	\$ 203,237.05	\$ 75,372.47	\$ -	\$ (127,864.58)	62.91%
<b>Revenue Total:</b>		<b>\$ 203,237.05</b>	<b>\$ 73,596.50</b>	<b>\$ -</b>	<b>\$ (129,640.55)</b>	

**Fund: 620 - Electric Capitl**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
620-0000-46641	Impact/Connection Fees	\$ 20,000.00	\$ -	\$ -	\$ (20,000.00)	100.00%
620-0000-49765	Transfers In	\$ 399,667.29	\$ 399,667.00	\$ -	\$ (0.29)	0.00%
<b>Revenue Total:</b>		<b>\$ 419,667.29</b>	<b>\$ 399,667.00</b>	<b>\$ -</b>	<b>\$ (20,000.29)</b>	

**Fund: 621 - Elect Cont Rsve**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
621-0000-43401	Interest Income	\$ -	\$ (2,527.97)	\$ -	\$ (2,527.97)	0.00%
<b>Revenue Total:</b>		<b>\$ -</b>	<b>\$ (2,527.97)</b>	<b>\$ -</b>	<b>\$ (2,527.97)</b>	

### Fund: 630 - Water Utility

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable (Unfavorable)	Remaining
630-0000-43401	Interest Income	\$ -	\$ (4,049.79)	\$ -	\$ (4,049.79)	0.00%
630-0000-46640	Utility Billing Fees	\$ 1,165,576.46	\$ 367,850.25	\$ -	\$ (797,726.21)	68.44%
630-0000-46641	Impact/Connection Fees	\$ 2,257.04	\$ -	\$ -	\$ (2,257.04)	100.00%
630-0000-49431	Other Revenues	\$ -	\$ 24.99	\$ -	\$ 24.99	0.00%
630-0000-49720	Miscellaneous Other	\$ 1,013.90	\$ -	\$ -	\$ (1,013.90)	100.00%
630-0000-49765	Transfers In	\$ 1,200,000.00	\$ 1,200,000.00	\$ -	\$ -	0.00%
<b>Revenue Total:</b>		<b>\$ 2,368,847.40</b>	<b>\$ 1,563,825.45</b>	<b>\$ -</b>	<b>\$ (805,021.95)</b>	

### Fund: 640 - Water Capital

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable (Unfavorable)	Remaining
640-0000-43401	Interest Income	\$ -	\$ (1,848.74)	\$ -	\$ (1,848.74)	0.00%
640-0000-46641	Impact/Connection Fees	\$ 55,000.00	\$ -	\$ -	\$ (55,000.00)	100.00%
<b>Revenue Total:</b>		<b>\$ 55,000.00</b>	<b>\$ (1,848.74)</b>	<b>\$ -</b>	<b>\$ (56,848.74)</b>	

### Fund: 641 - Well replacemnt

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable (Unfavorable)	Remaining
641-0000-43401	Interest Income	\$ -	\$ (357.09)	\$ -	\$ (357.09)	0.00%
<b>Revenue Total:</b>		<b>\$ -</b>	<b>\$ (357.09)</b>	<b>\$ -</b>	<b>\$ (357.09)</b>	

### Fund: 650 - Sewer Utility

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable (Unfavorable)	Remaining
650-0000-46640	Utility Billing Fees	\$ 1,473,891.50	\$ 373,616.68	\$ -	\$ (1,100,274.82)	74.65%
650-0000-46641	Impact/Connection Fees	\$ 45,000.00	\$ -	\$ -	\$ (45,000.00)	100.00%
650-0000-46643	BCHA Plant Costs	\$ 31,000.00	\$ 12,774.89	\$ -	\$ (18,225.11)	58.79%
650-0000-49720	Miscellaneous Other	\$ 1,800.00	\$ -	\$ -	\$ (1,800.00)	100.00%
<b>Revenue Total:</b>		<b>\$ 1,551,691.50</b>	<b>\$ 386,391.57</b>	<b>\$ -</b>	<b>\$ (1,165,299.93)</b>	

### Fund: 656 - Sewer - Dt Svce

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable (Unfavorable)	Remaining
656-0000-43401	Interest Income	\$ -	\$ (254.16)	\$ -	\$ (254.16)	0.00%
<b>Revenue Total:</b>		<b>\$ -</b>	<b>\$ (254.16)</b>	<b>\$ -</b>	<b>\$ (254.16)</b>	

**Fund: 660 - Sewer Capital**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
660-0000-43401	Interest Income	\$ -	\$ (8,733.05)	\$ -	\$ (8,733.05)	0.00%
660-0000-46641	Impact/Connection Fees	\$ 122,804.50	\$ -	\$ -	\$ (122,804.50)	100.00%
Revenue Total:		\$ 122,804.50	\$ (8,733.05)	\$ -	\$ (131,537.55)	

**Fund: 661 - SEWER WWT CIP**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
661-0000-43401	Interest Income	\$ -	\$ (1,978.40)	\$ -	\$ (1,978.40)	0.00%
Revenue Total:		\$ -	\$ (1,978.40)	\$ -	\$ (1,978.40)	

**Fund: 672 - COPS GRANTS**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
672-0000-43401	Interest Income	\$ -	\$ (1,932.58)	\$ -	\$ (1,932.58)	0.00%
672-0000-46610	Special Police Services	\$ 150,190.83	\$ -	\$ -	\$ (150,190.83)	100.00%
Revenue Total:		\$ 150,190.83	\$ (1,932.58)	\$ -	\$ (152,123.41)	

**Fund: 673 - Explorer-PD**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
673-0000-43401	Interest Income	\$ -	\$ (2.06)	\$ -	\$ (2.06)	0.00%
Revenue Total:		\$ -	\$ (2.06)	\$ -	\$ (2.06)	

**Fund: 674 - K9- DONATIONS**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
674-0000-43401	Interest Income	\$ -	\$ (4.63)	\$ -	\$ (4.63)	0.00%
Revenue Total:		\$ -	\$ (4.63)	\$ -	\$ (4.63)	

**Fund: 680 - Trust - Main**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
680-0000-43401	Interest Income	\$ -	\$ (39.89)	\$ -	\$ (39.89)	0.00%
Revenue Total:		\$ -	\$ (39.89)	\$ -	\$ (39.89)	

**Fund: 681 - Gridley BID**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
681-0000-43401	Interest Income	\$ -	\$ (0.20)	\$ -	\$ (0.20)	0.00%
Revenue Total:		\$ -	\$ (0.20)	\$ -	\$ (0.20)	

**Fund: 683 - HOSP JPA ADMIN**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
683-0000-43401	Interest Income	\$ -	\$ (1.57)	\$ -	\$ (1.57)	0.00%
Revenue Total:		\$ -	\$ (1.57)	\$ -	\$ (1.57)	

**Fund: 700 - SB325-Senr Taxi**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
700-0000-43401	Interest Income	\$ -	\$ (366.55)	\$ -	\$ (366.55)	0.00%
700-0000-46704	Ticket Sales-County	\$ 338.64	\$ 332.00	\$ -	\$ (6.64)	1.96%
700-0000-46705	Ticket Sales-City	\$ 3,114.59	\$ 616.00	\$ -	\$ (2,498.59)	80.22%
700-0000-49587	Other Agency Contributions	\$ 12,209.41	\$ 153.25	\$ -	\$ (12,056.16)	98.74%
700-0000-49588	STA Funds	\$ 250,163.00	\$ -	\$ -	\$ (250,163.00)	100.00%
700-0000-49720	Miscellaneous Other	\$ -	\$ 20.00	\$ -	\$ 20.00	0.00%
Revenue Total:		\$ 265,825.64	\$ 754.70	\$ -	\$ (265,070.94)	

**Fund: 800 - 96-STBG-1011**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
800-0000-43401	Interest Income	\$ -	\$ (1.63)	\$ -	\$ (1.63)	0.00%
Revenue Total:		\$ -	\$ (1.63)	\$ -	\$ (1.63)	

**Fund: 809 - 18-HOME-12579**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
809-0000-43401	Interest Income	\$ -	\$ (570.56)	\$ -	\$ (570.56)	0.00%
Revenue Total:		\$ -	\$ (570.56)	\$ -	\$ (570.56)	

**Fund: 810 - 89-REHAB**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
810-0000-43401	Interest Income	\$ -	\$ (0.34)	\$ -	\$ (0.34)	0.00%
Revenue Total:		\$ -	\$ (0.34)	\$ -	\$ (0.34)	

**Fund: 813 - 08-HOME-4987**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
813-0000-43401	Interest Income	\$ -	\$ (11.96)	\$ -	\$ (11.96)	0.00%
Revenue Total:		\$ -	\$ (11.96)	\$ -	\$ (11.96)	

**Fund: 814 - Gridley Springs**

		Original	Fiscal		Variance	
		Total Budget	Activity	Encumbrances	Favorable	Percent
					(Unfavorable)	Remaining
814-0000-43401	Interest Income	\$ -	\$ (60.98)	\$ -	\$ (60.98)	0.00%
Revenue Total:		\$ -	\$ (60.98)	\$ -	\$ (60.98)	

**Fund: 831 - RANCHO VILLA**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
831-0000-43401	Interest Income	\$ -	\$ (686.13)	\$ -	\$ (686.13)	0.00%
Revenue Total:		\$ -	\$ (686.13)	\$ -	\$ (686.13)	

**Fund: 890 - 94-CDBG Housing Rehab/Drainage Grant**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
890-0000-43401	Interest Income	\$ -	\$ (0.38)	\$ -	\$ (0.38)	0.00%
Revenue Total:		\$ -	\$ (0.38)	\$ -	\$ (0.38)	

**Fund: 913 - OTS T.S Grant**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
913-0000-43401	Interest Income	\$ -	\$ (25.69)	\$ -	\$ (25.69)	0.00%
Revenue Total:		\$ -	\$ (25.69)	\$ -	\$ (25.69)	

**Fund: 921 - SB 1383 Organic Waste Recycling Grant**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
921-0000-43401	Interest Income	\$ -	\$ (21.99)	\$ -	\$ (21.99)	0.00%
Revenue Total:		\$ -	\$ (21.99)	\$ -	\$ (21.99)	

**Fund: 924 - 2021 Vierra Park Improvements**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
924-0000-43401	Interest Income	\$ -	\$ (163.66)	\$ -	\$ (163.66)	0.00%
Revenue Total:		\$ -	\$ (163.66)	\$ -	\$ (163.66)	

**Fund: 926 - SWRCB Revolving Loan-FeathRvrSwrCrssng**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
926-0000-45571	Grant Proceeds	\$ 330,000.00	\$ -	\$ -	\$ (330,000.00)	100.00%
Revenue Total:		\$ 330,000.00	\$ -	\$ -	\$ (330,000.00)	

**Fund: 928 - CARB Credit**

		Original	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Activity		Favorable	Remaining
					(Unfavorable)	
928-0000-49722	Greenhouse Carbon Credit	\$ 207,000.00	\$ 171,702.72	\$ -	\$ (207,000.00)	17.05%
Revenue Total:		\$ 207,000.00	\$ 171,702.72	\$ -	\$ (207,000.00)	

**Fund: 932 - Outdoor Equity Grant**

932-0000-49723

Grant Funding

Revenue Total:

Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
\$ 61,391.72	\$ -	\$ -	\$ (61,391.72)	100.00%
<b>\$ 61,391.72</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (61,391.72)</b>	

**Fund: 933 - Gridley Sports Complex**

933-0000-49723

Grant Funding

Revenue Total:

Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
\$ 2,000,000.00	\$ -	\$ -	\$ (2,000,000.00)	100.00%
<b>\$ 2,000,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (2,000,000.00)</b>	

CITY OF GRIDLEY  
JULY 1, 2024 – SEPTEMBER 30, 2024  
QUARTERLY BUDGET REVIEW  
(INFORMATIONAL ONLY)



EXPENSE

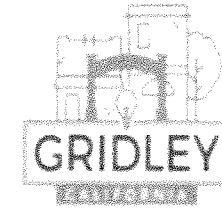


# Budget Report

Gridley, CA

## Expense Summary

For Fiscal: 2024-2025 Period Ending:  
09/30/2024



Fund: 010 - General: Council		Original Total Budget	Fiscal Activity	Encumbrances	Variance		Percent Remaining
					Favorable (Unfavorable)		
010-4010-51000	Salaries	\$ 37,026.69	\$ 9,072.31	\$ -	\$ 27,954.38		75.50%
010-4010-51001	Extra Help	\$ 3,940.37	\$ 2,400.00	\$ -	\$ 1,540.37		39.09%
010-4010-51100	Workmans Comp.	\$ 2,028.85	\$ 36.36	\$ -	\$ 1,992.49		98.21%
010-4010-51200	Retirement	\$ 2,800.24	\$ 8,880.35	\$ -	\$ (6,080.11)		-217.13%
010-4010-51300	Health Insuranc	\$ 3,312.88	\$ 782.19	\$ -	\$ 2,530.69		76.39%
010-4010-51400	Dental Insur.	\$ 485.25	\$ 117.46	\$ -	\$ 367.79		75.79%
010-4010-51800	Disability Insr	\$ 419.76	\$ 89.01	\$ -	\$ 330.75		78.80%
010-4010-51900	Medicare Tax	\$ 480.66	\$ 166.35	\$ -	\$ 314.31		65.39%
010-4010-51902	Social Security	\$ 346.41	\$ 148.80	\$ -	\$ 197.61		57.05%
010-4010-51903	EAP	\$ 55.87	\$ 4.67	\$ -	\$ 51.20		91.64%
010-4010-51904	Physical Fitness	\$ 114.00	\$ -	\$ -	\$ 114.00		100.00%
010-4010-52100	Communications	\$ 1,300.00	\$ 213.10	\$ -	\$ 1,086.90		83.61%
010-4010-52400	Insurance	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00		100.00%
010-4010-53000	Equipment Mtnc.	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00		100.00%
010-4010-53300	Memberships	\$ 1,500.00	\$ 100.00	\$ -	\$ 1,400.00		93.33%
010-4010-53500	Office	\$ 500.00	\$ -	\$ -	\$ 500.00		100.00%
010-4010-53600	Professional	\$ 2,500.00	\$ 240.00	\$ -	\$ 2,260.00		90.40%
010-4010-53650	Information Technology	\$ 6,500.00	\$ 1,172.70	\$ 78.91	\$ 5,248.39		81.96%
010-4010-54000	Special Dept.	\$ 20,000.00	\$ 732.68	\$ -	\$ 19,267.32		96.34%
010-4010-54300	Trans. & Travel	\$ 4,000.00	\$ 321.66	\$ -	\$ 3,678.34		91.96%
010-4010-55000	Contributions	\$ 12,000.00	\$ 10,000.00	\$ -	\$ 2,000.00		16.67%
<b>Expense Total:</b>		<b>\$ 101,810.98</b>	<b>\$ 34,477.64</b>	<b>\$ 78.91</b>	<b>\$ 67,254.43</b>		

<b>Fund: 010 - General: Council Abatement</b>		<b>Original</b>	<b>Fiscal</b>			<b>Variance</b>	<b>Percent</b>
		<b>Total Budget</b>	<b>Activity</b>	<b>Encumbrances</b>	<b>Favorable</b>	<b>(Unfavorable)</b>	
010-4011-51000	Salaries	\$ 23,610.84	\$ 2,845.86	\$ -	\$ 20,764.98		87.95%
010-4011-51100	Workmans Comp.	\$ 1,641.03	\$ 97.43	\$ -	\$ 1,543.60		94.06%
010-4011-51200	Retirement	\$ 1,738.36	\$ 1,323.13	\$ -	\$ 415.23		23.89%
010-4011-51300	Health Insurance	\$ 3,395.23	\$ 1,136.70	\$ -	\$ 2,258.53		66.52%
010-4011-51400	Health Insurance	\$ 1,179.72	\$ 98.31	\$ -	\$ 1,081.41		91.67%
010-4011-51800	Health Insurance	\$ 339.52	\$ 50.00	\$ -	\$ 289.52		85.27%
010-4011-51900	Medicare Tax	\$ 328.21	\$ 41.28	\$ -	\$ 286.93		87.42%
010-4011-51903	Employee Assistance Program	\$ 39.61	\$ 3.63	\$ -	\$ 35.98		90.84%
010-4011-51904	Physical Fitness	\$ 150.00	\$ -	\$ -	\$ 150.00		100.00%
010-4011-52400	Insurance	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00		100.00%
010-4011-53500	Office	\$ 150.00	\$ -	\$ -	\$ 150.00		100.00%
010-4011-54000	Special Dept.	\$ 1,600.00	\$ -	\$ -	\$ 1,600.00		100.00%
<b>Expense Total:</b>		<b>\$ 38,172.52</b>	<b>\$ 5,596.34</b>	<b>\$ -</b>	<b>\$ 32,576.18</b>		

Fund: 010 - General: Administration		Original	Fiscal	Variance		Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
010-4020-51000	Salaries	\$ 108,081.19	\$ 27,901.43	\$ -	\$ 80,179.76	74.18%
010-4020-51001	Extra Help	\$ 32,508.04	\$ -	\$ -	\$ 32,508.04	100.00%
010-4020-51002	Overtime	\$ 2,500.00	\$ 1,715.65	\$ -	\$ 784.35	31.37%
010-4020-51100	Workmans Comp.	\$ 7,606.29	\$ 155.21	\$ -	\$ 7,451.08	97.96%
010-4020-51200	Retirement	\$ 9,928.46	\$ 28,070.02	\$ -	\$ (18,141.56)	-182.72%
010-4020-51300	Health Insuranc	\$ 7,802.72	\$ 5,495.34	\$ -	\$ 2,307.38	29.57%
010-4020-51310	Health Insuranc	\$ -	\$ 195.00	\$ -	\$ (195.00)	0.00%
010-4020-51311	Retiree Health	\$ 35,000.00	\$ 62.20	\$ -	\$ 34,937.80	99.82%
010-4020-51400	Dental Insur.	\$ 1,960.56	\$ 503.90	\$ -	\$ 1,456.66	74.30%
010-4020-51800	Disability Insr	\$ 1,573.72	\$ 393.05	\$ -	\$ 1,180.67	75.02%
010-4020-51900	Medicare Tax	\$ 1,992.63	\$ 429.50	\$ -	\$ 1,563.13	78.45%
010-4020-51903	EAP	\$ 240.49	\$ 21.08	\$ -	\$ 219.41	91.23%
010-4020-51904	Physical fitnes	\$ 468.00	\$ 100.00	\$ -	\$ 368.00	78.63%
010-4020-52100	Communications	\$ 1,200.00	\$ 426.69	\$ -	\$ 773.31	64.44%
010-4020-52400	Insurance	\$ 2,900.00	\$ 209.00	\$ -	\$ 2,691.00	92.79%
010-4020-53000	Equipment Mtnc.	\$ 2,250.00	\$ 98.28	\$ -	\$ 2,151.72	95.63%
010-4020-53300	Memberships	\$ 6,500.00	\$ 6,574.42	\$ -	\$ (74.42)	-1.14%
010-4020-53500	Office	\$ 1,500.00	\$ 3,438.44	\$ -	\$ (1,938.44)	-129.23%
010-4020-53600	Professional	\$ 137,501.00	\$ 34,342.53	\$ -	\$ 103,158.47	75.02%
010-4020-53650	Information Technology	\$ 10,000.00	\$ 3,720.95	\$ (162.04)	\$ 6,441.09	62.79%
010-4020-53700	Publications	\$ 3,000.00	\$ 1,131.50	\$ -	\$ 1,868.50	62.28%
010-4020-53800	Rents-Equipment	\$ 500.00	\$ 52.88	\$ -	\$ 447.12	89.42%
010-4020-53960	Fuel	\$ 300.00	\$ 597.99	\$ -	\$ (297.99)	-99.33%
010-4020-54000	Special Dept.	\$ 20,000.00	\$ 5,007.46	\$ -	\$ 14,992.54	74.96%
010-4020-54300	Trans. & Travel	\$ 15,000.00	\$ 68.83	\$ -	\$ 14,931.17	99.54%
<b>Expense Total:</b>		<b>\$ 410,313.10</b>	<b>\$ 120,711.35</b>	<b>\$ (162.04)</b>	<b>\$ 289,763.79</b>	

**Fund: 010 - General: City Attorney**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
010-4020-56300	Equipment	\$ 31,000.00	\$ -	\$ -	\$ 31,000.00	100.00%
010-4030-52400	Insurance	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
010-4030-53600	Professional	\$ 150,000.00	\$ 10,613.01	\$ -	\$ 139,386.99	92.92%
<b>Expense Total:</b>		<b>\$ 181,500.00</b>	<b>\$ 10,613.01</b>	<b>\$ -</b>	<b>\$ 170,886.99</b>	

**Fund: 010 - General: City Hall/Police Building Maintenance**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
010-4100-52100	Communications	\$ 1,300.00	\$ 312.87	\$ -	\$ 987.13	75.93%
010-4100-52400	Insurance	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	100.00%
010-4100-53000	Equipment Mtnc.	\$ 7,000.00	\$ 998.73	\$ -	\$ 6,001.27	85.73%
010-4100-53200	Mtnce-Structure	\$ 1,000.00	\$ 33.77	\$ -	\$ 966.23	96.62%
010-4100-53500	Office	\$ 500.00	\$ 15.43	\$ -	\$ 484.57	96.91%
010-4100-53600	Professional	\$ 22,000.00	\$ 2,866.60	\$ -	\$ 19,133.40	86.97%
010-4100-53650	Information Technology	\$ 5,000.00	\$ 294.88	\$ (258.19)	\$ 4,963.31	94.10%
010-4100-54000	Special Dept.	\$ 4,000.00	\$ 444.00	\$ -	\$ 3,556.00	88.90%
010-4100-54400	Utilities	\$ 13,000.00	\$ 1,000.49	\$ -	\$ 11,999.51	92.30%
<b>Expense Total:</b>		<b>\$ 55,800.00</b>	<b>\$ 5,966.77</b>	<b>\$ (258.19)</b>	<b>\$ 50,091.42</b>	

**Fund: 010 - General: PD Maintenance**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
010-4107-52400	Insurance	\$ 600.00	\$ -	\$ -	\$ 600.00	100.00%
010-4107-53600	Professional	\$ 10,000.00	\$ 2,126.60	\$ -	\$ 7,873.40	78.73%
010-4107-54000	Special Dept.	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100.00%
<b>Expense Total:</b>		<b>\$ 11,600.00</b>	<b>\$ 2,126.60</b>	<b>\$ -</b>	<b>\$ 9,473.40</b>	

**Fund: 010 - General: Finance**

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
010-4180-51000	Salaries	\$ 60,200.07	\$ 17,653.27	\$ -	\$ 42,546.80	70.68%
010-4180-51001	Extra Help	\$ 2,528.25	\$ 660.84	\$ -	\$ 1,867.41	73.86%
010-4180-51002	Overtime	\$ 2,500.00	\$ 19.43	\$ -	\$ 2,480.57	99.22%
010-4180-51100	Workmans Comp.	\$ 4,474.10	\$ 97.10	\$ -	\$ 4,377.00	97.83%
010-4180-51200	Retirement	\$ 4,380.53	\$ 11,726.65	\$ -	\$ (7,346.12)	-167.70%
010-4180-51300	Health Insurance	\$ 6,811.81	\$ 3,555.25	\$ -	\$ 3,256.56	47.81%
010-4180-51310	Health Insuranc	\$ -	\$ 195.00	\$ -	\$ (195.00)	0.00%
010-4180-51400	Dental Insur.	\$ 1,610.59	\$ 387.64	\$ -	\$ 1,222.95	75.93%
010-4180-51800	Disability Insr	\$ 887.75	\$ 237.55	\$ -	\$ 650.20	73.24%
010-4180-51900	Medicare Tax	\$ 894.82	\$ 257.65	\$ -	\$ 637.17	71.21%
010-4180-51903	EAP	\$ 108.00	\$ 11.84	\$ -	\$ 96.16	89.04%
010-4180-51904	Physical fitnes	\$ 276.00	\$ -	\$ -	\$ 276.00	100.00%
010-4180-51907	Unemployment Tax	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	100.00%
010-4180-52100	Communications	\$ 1,500.00	\$ 307.12	\$ -	\$ 1,192.88	79.53%
010-4180-52400	Insurance	\$ 2,848.76	\$ -	\$ -	\$ 2,848.76	100.00%
010-4180-53000	Equipment Mtnc.	\$ 30,000.00	\$ 4,058.81	\$ -	\$ 25,941.19	86.47%
010-4180-53300	Memberships	\$ -	\$ 812.71	\$ -	\$ (812.71)	0.00%
010-4180-53500	Office	\$ 18,000.00	\$ 3,542.36	\$ -	\$ 14,457.64	80.32%
010-4180-53600	Professional	\$ 187,501.00	\$ 49,181.98	\$ -	\$ 138,319.02	73.77%
010-4180-53650	Information Technology	\$ 10,000.00	\$ 3,145.60	\$ (258.18)	\$ 7,112.58	68.54%
010-4180-53700	Publications	\$ 1,500.00	\$ 244.00	\$ -	\$ 1,256.00	83.73%
010-4180-53800	Rents-Equipment	\$ 700.00	\$ 52.88	\$ -	\$ 647.12	92.45%
010-4180-54000	Special Dept.	\$ 10,000.00	\$ 607.57	\$ -	\$ 9,392.43	93.92%
010-4180-54300	Trans. & Travel	\$ 6,500.00	\$ 2,050.70	\$ -	\$ 4,449.30	68.45%
010-4180-54350	TUITION REIMB.	\$ 300.00	\$ -	\$ -	\$ 300.00	100.00%
010-4180-55710	Over/Short	\$ 100.00	\$ 29.30	\$ -	\$ 70.70	70.70%
<b>Expense Total:</b>		<b>\$ 383,621.68</b>	<b>\$ 98,835.25</b>	<b>\$ (258.18)</b>	<b>\$ 285,044.61</b>	

**Fund: 010 - General: Police Department**

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
010-4200-51000	Salaries	\$ 1,623,864.65	\$ 423,856.93	\$ -	\$ 1,200,007.72	73.90%
010-4200-51001	Extra Help	\$ 14,389.97	\$ 20,754.40	\$ -	\$ (6,364.43)	-44.23%
010-4200-51002	Overtime	\$ 140,000.00	\$ 26,827.37	\$ -	\$ 113,172.63	80.84%
010-4200-51100	Workmans Comp.	\$ 114,473.51	\$ 20,343.64	\$ -	\$ 94,129.87	82.23%
010-4200-51200	Retirement	\$ 287,663.32	\$ 571,043.05	\$ -	\$ (283,379.73)	-98.51%
010-4200-51300	Health Insuranc	\$ 219,411.64	\$ 64,778.87	\$ -	\$ 154,632.77	70.48%
010-4200-51310	Health Insuranc	\$ -	\$ 2,047.50	\$ -	\$ (2,047.50)	0.00%
010-4200-51311	Retiree Health	\$ 125,000.00	\$ 150.00	\$ -	\$ 124,850.00	99.88%
010-4200-51400	Dental Insur.	\$ 32,703.60	\$ 8,591.72	\$ -	\$ 24,111.88	73.73%
010-4200-51800	Disability Insr	\$ 23,684.17	\$ 6,138.25	\$ -	\$ 17,545.92	74.08%
010-4200-51900	Medicare Tax	\$ 23,015.90	\$ 6,827.71	\$ -	\$ 16,188.19	70.33%
010-4200-51902	Social Security	\$ 594.15	\$ 1,351.15	\$ -	\$ (757.00)	-127.41%
010-4200-51903	EAP	\$ 2,917.55	\$ 330.43	\$ -	\$ 2,587.12	88.67%
010-4200-51904	Physical fitnes	\$ 6,150.00	\$ -	\$ -	\$ 6,150.00	100.00%
010-4200-51906	Deferred Comp ER Match	\$ 600.00	\$ -	\$ -	\$ 600.00	100.00%
010-4200-52000	Safety Clothing	\$ 14,000.00	\$ 4,159.24	\$ -	\$ 9,840.76	70.29%
010-4200-52100	Communications	\$ 15,000.00	\$ 3,016.90	\$ -	\$ 11,983.10	79.89%
010-4200-52400	Insurance	\$ 100,000.00	\$ 7,183.00	\$ -	\$ 92,817.00	92.82%
010-4200-53000	Equipment Mtnc.	\$ 25,000.00	\$ 30,641.82	\$ -	\$ (5,641.82)	-22.57%
010-4200-53200	Mtnce-Structure	\$ 4,000.00	\$ 1,514.50	\$ -	\$ 2,485.50	62.14%
010-4200-53300	Memberships	\$ 2,000.00	\$ 210.00	\$ -	\$ 1,790.00	89.50%
010-4200-53500	Office	\$ 9,000.00	\$ 3,817.94	\$ -	\$ 5,182.06	57.58%
010-4200-53600	Professional	\$ 65,000.00	\$ 51,104.21	\$ -	\$ 13,895.79	21.38%
010-4200-53650	Information Technology	\$ 30,000.00	\$ 2,723.65	\$ (499.13)	\$ 27,775.48	90.92%
010-4200-53800	Rents-Equipment	\$ 600.00	\$ 52.88	\$ -	\$ 547.12	91.19%
010-4200-53960	Fuel	\$ 55,000.00	\$ 4,158.90	\$ -	\$ 50,841.10	92.44%
010-4200-54000	Special Dept.	\$ 35,000.00	\$ 25,015.84	\$ -	\$ 9,984.16	28.53%
010-4200-54300	Trans. & Travel	\$ 20,000.00	\$ 7,245.05	\$ -	\$ 12,754.95	63.77%
010-4200-54350	Tuition Reimbursement	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
010-4200-54400	Utilities	\$ 5,000.00	\$ 740.05	\$ -	\$ 4,259.95	85.20%
010-4200-56300	Equipment	\$ -	\$ 483,881.44	\$ -	\$ (483,881.44)	0.00%
<b>Expense Total:</b>		<b>\$ 2,994,568.46</b>	<b>\$ 1,778,506.44</b>	<b>\$ (499.13)</b>	<b>\$ 1,216,561.15</b>	

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
<b>Fund: 010 - General: BINTF</b>						
010-4207-51200	Retirement	\$ -	\$ 47,731.22	\$ -	\$ (47,731.22)	0.00%
010-4207-52000	Safety Clothing	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	100.00%
010-4207-52100	Communications	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100.00%
010-4207-52400	Insurance	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	100.00%
010-4207-53600	Professional	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100.00%
010-4207-54000	Special Dept.	\$ 1,000.00	\$ 12,500.00	\$ -	\$ (11,500.00)	-1150.00%
<b>Expense Total:</b>		<b>\$ 6,000.00</b>	<b>\$ 60,231.22</b>	<b>\$ -</b>	<b>\$ (54,231.22)</b>	

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
<b>Fund: 010 - General: School Resource Officer</b>						
010-4208-51000	Salaries	\$ 80,597.76	\$ 27,042.70	\$ -	\$ 53,555.06	66.45%
010-4208-51100	Workmans Comp.	\$ 5,701.82	\$ 863.88	\$ -	\$ 4,837.94	84.85%
010-4208-51200	Retirement	\$ 10,648.65	\$ 22,921.57	\$ -	\$ (12,272.92)	-115.25%
010-4208-51300	Health Insurance	\$ 11,796.88	\$ 5,114.86	\$ -	\$ 6,682.02	56.64%
010-4208-51400	Dental Insurance	\$ 1,569.72	\$ 515.14	\$ -	\$ 1,054.58	67.18%
010-4208-51800	Disability Insurance	\$ 1,179.69	\$ 317.30	\$ -	\$ 862.39	73.10%
010-4208-51900	Medicare Tax	\$ 1,140.36	\$ 392.11	\$ -	\$ 748.25	65.62%
010-4208-51903	Employee Assistance Program	\$ 105.00	\$ 13.04	\$ -	\$ 91.96	87.58%
010-4208-52000	Safety Clothing	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	100.00%
010-4208-52100	Communications	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100.00%
<b>Expense Total:</b>		<b>\$ 115,239.88</b>	<b>\$ 57,180.60</b>	<b>\$ -</b>	<b>\$ 58,059.28</b>	

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
<b>Fund: 010 - General: Fire Department</b>						
010-4210-52100	Communications	\$ 4,000.00	\$ 305.22	\$ -	\$ 3,694.78	92.37%
010-4210-52400	Insurance	\$ 8,000.00	\$ 4,454.00	\$ -	\$ 3,546.00	44.33%
010-4210-53000	Equipment Mtn.	\$ 33,000.00	\$ 5,042.49	\$ -	\$ 27,957.51	84.72%
010-4210-53500	Office	\$ 1,000.00	\$ 533.22	\$ -	\$ 466.78	46.68%
010-4210-53600	Professional	\$ 1,108,072.00	\$ 3,774.78	\$ -	\$ 1,104,297.22	99.66%
010-4210-53650	Information Technology	\$ 3,400.00	\$ 1,341.26	\$ (258.18)	\$ 2,316.92	60.55%
010-4210-53700	Publications	\$ 100.00	\$ -	\$ -	\$ 100.00	100.00%
010-4210-53800	Rents-Equipment	\$ 250.00	\$ 52.88	\$ -	\$ 197.12	78.85%
010-4210-53950	Small Tools	\$ 500.00	\$ 56.34	\$ -	\$ 443.66	88.73%
010-4210-53960	Fuel	\$ 9,000.00	\$ 2,977.08	\$ -	\$ 6,022.92	66.92%
010-4210-54000	Special Dept.	\$ 163,336.00	\$ 711.68	\$ -	\$ 162,624.32	99.56%
010-4210-54300	Trans. & Travel	\$ 300.00	\$ -	\$ -	\$ 300.00	100.00%
010-4210-54400	Utilities	\$ 4,000.00	\$ 322.08	\$ -	\$ 3,677.92	91.95%
<b>Expense Total:</b>		<b>\$ 1,334,958.00</b>	<b>\$ 19,571.03</b>	<b>\$ (258.18)</b>	<b>\$ 1,315,645.15</b>	

**Fund: 010 - General: Animal Control**

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
010-4230-51000	Salaries	\$ 59,867.83	\$ 14,686.70	\$ -	\$ 45,181.13	75.47%
010-4230-51100	Workmans Comp.	\$ 4,198.90	\$ 362.24	\$ -	\$ 3,836.66	91.37%
010-4230-51200	Retirement	\$ 4,447.94	\$ 25,889.60	\$ -	\$ (21,441.66)	-482.06%
010-4230-51300	Health Insurance	\$ 8,687.39	\$ 810.81	\$ -	\$ 7,876.58	90.67%
010-4230-51310	Health Insuranc	\$ -	\$ 97.50	\$ -	\$ (97.50)	0.00%
010-4230-51400	Dental Insur.	\$ 681.00	\$ 170.25	\$ -	\$ 510.75	75.00%
010-4230-51800	Disability Insr	\$ 868.74	\$ 300.00	\$ -	\$ 568.74	65.47%
010-4230-51900	Medicare Tax	\$ 839.78	\$ 211.87	\$ -	\$ 627.91	74.77%
010-4230-51903	EAP	\$ 101.35	\$ 14.46	\$ -	\$ 86.89	85.73%
010-4230-51904	Physical Fitness	\$ 300.00	\$ -	\$ -	\$ 300.00	100.00%
010-4230-52000	Safety Clothing	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100.00%
010-4230-52100	Communications	\$ 700.00	\$ 197.44	\$ -	\$ 502.56	71.79%
010-4230-52400	Insurance	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	100.00%
010-4230-53000	Equipment Mtnc.	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
010-4230-53200	Mtncce-Structure	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100.00%
010-4230-53300	Memberships	\$ 300.00	\$ -	\$ -	\$ 300.00	100.00%
010-4230-53500	Office	\$ 250.00	\$ -	\$ -	\$ 250.00	100.00%
010-4230-53600	Professional	\$ 10,000.00	\$ 3,126.48	\$ -	\$ 6,873.52	68.74%
010-4230-54000	Special Dept.	\$ 3,000.00	\$ 339.19	\$ -	\$ 2,660.81	88.69%
010-4230-54400	Utilities	\$ 2,000.00	\$ 8.38	\$ -	\$ 1,991.62	99.58%
<b>Expense Total:</b>		<b>\$ 99,942.93</b>	<b>\$ 46,214.92</b>	<b>\$ -</b>	<b>\$ 53,728.01</b>	



**Fund: 010 - General: Streets**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
010-4310-51000	Salaries	\$ 132,173.13	\$ 30,454.81	\$ -	\$ 101,718.32	76.96%
010-4310-51001	Extra Help	\$ 22,000.00	\$ 8,856.04	\$ -	\$ 13,143.96	59.75%
010-4310-51002	Overtime	\$ 11,609.57	\$ 3,053.51	\$ -	\$ 8,556.06	73.70%
010-4310-51100	Workmans Comp.	\$ 9,412.43	\$ 3,241.82	\$ -	\$ 6,170.61	65.56%
010-4310-51200	Retirement	\$ 14,969.73	\$ 37,652.90	\$ -	\$ (22,683.17)	-151.53%
010-4310-51300	Health Insuranc	\$ 18,361.55	\$ 6,060.37	\$ -	\$ 12,301.18	66.99%
010-4310-51310	Health Insuranc	\$ -	\$ 195.00	\$ -	\$ (195.00)	0.00%
010-4310-51400	Dental Insur.	\$ 3,600.36	\$ 654.18	\$ -	\$ 2,946.18	81.83%
010-4310-51800	Disability Insr	\$ 1,947.40	\$ 442.42	\$ -	\$ 1,504.98	77.28%
010-4310-51900	Medicare Tax	\$ 1,882.48	\$ 613.89	\$ -	\$ 1,268.59	67.39%
010-4310-51902	Social Security	\$ 900.00	\$ 549.08	\$ -	\$ 350.92	38.99%
010-4310-51903	EAP	\$ 227.19	\$ 37.41	\$ -	\$ 189.78	83.53%
010-4310-51904	Physical Fitness	\$ 654.00	\$ -	\$ -	\$ 654.00	100.00%
010-4310-52100	Communications	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
010-4310-52400	Insurance	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	100.00%
010-4310-53600	Professional	\$ 12,000.00	\$ 650.00	\$ -	\$ 11,350.00	94.58%
010-4310-54000	Special Dept.	\$ 25,000.00	\$ 6,591.20	\$ -	\$ 18,408.80	73.64%
010-4310-56100	Struct. \$ Improve	\$ 120,000.00	\$ -	\$ -	\$ 120,000.00	100.00%
<b>Expense Total:</b>		<b>\$ 378,237.84</b>	<b>\$ 99,052.63</b>	<b>\$ -</b>	<b>\$ 279,185.21</b>	

**Fund: 010 - General: Engineering**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
010-4320-53600	Professional	\$ 100,000.00	\$ 3,258.75	\$ -	\$ 96,741.25	96.74%
<b>Expense Total:</b>		<b>\$ 100,000.00</b>	<b>\$ 3,258.75</b>	<b>\$ -</b>	<b>\$ 96,741.25</b>	

**Fund: 010 - General: BLDG Inspection**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
010-4330-52100	Communications	\$ 600.00	\$ 79.78	\$ -	\$ 520.22	86.70%
010-4330-52400	Insurance	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100.00%
010-4330-53500	Office	\$ 50.00	\$ -	\$ -	\$ 50.00	100.00%
<b>Expense Total:</b>		<b>\$ 1,650.00</b>	<b>\$ 79.78</b>	<b>\$ -</b>	<b>\$ 1,570.22</b>	

**Fund: 010 - General: Corp Yard**

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
010-4340-51000	Salaries	\$ 58,487.70	\$ 13,594.65	\$ -	\$ 44,893.05	76.76%
010-4340-51002	Overtime	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	100.00%
010-4340-51100	Workmans Comp.	\$ 4,240.36	\$ 1,329.02	\$ -	\$ 2,911.34	68.66%
010-4340-51200	Retirement	\$ 7,293.42	\$ 19,089.29	\$ -	\$ (11,795.87)	-161.73%
010-4340-51300	Health Insurance	\$ 8,773.16	\$ 1,279.04	\$ -	\$ 7,494.12	85.42%
010-4340-51310	Health Insuranc	\$ -	\$ 195.00	\$ -	\$ (195.00)	0.00%
010-4340-51400	Dental Insur.	\$ 1,149.58	\$ 270.18	\$ -	\$ 879.40	76.50%
010-4340-51800	Disability Insr	\$ 877.32	\$ 197.86	\$ -	\$ 679.46	77.45%
010-4340-51900	Medicare Tax	\$ 848.07	\$ 197.13	\$ -	\$ 650.94	76.76%
010-4340-51902	Social Security	\$ 1,000.00	\$ 49.92	\$ -	\$ 950.08	95.01%
010-4340-51903	EAP	\$ 102.35	\$ 13.70	\$ -	\$ 88.65	86.61%
010-4340-51904	Physical fitnes	\$ 249.00	\$ -	\$ -	\$ 249.00	100.00%
010-4340-52100	Communications	\$ 2,500.00	\$ 337.51	\$ -	\$ 2,162.49	86.50%
010-4340-52400	Insurance	\$ 35,000.00	\$ 10,428.00	\$ -	\$ 24,572.00	70.21%
010-4340-53000	Equipment Mtnc.	\$ 10,000.00	\$ 4,348.03	\$ -	\$ 5,651.97	56.52%
010-4340-53500	Office	\$ 1,000.00	\$ 106.18	\$ -	\$ 893.82	89.38%
010-4340-53600	Professional	\$ 1,250.00	\$ 1,091.25	\$ -	\$ 158.75	12.70%
010-4340-53650	Information Technology	\$ 8,000.00	\$ 2,243.77	\$ (1,158.18)	\$ 6,914.41	71.95%
010-4340-53950	Small Tools	\$ 500.00	\$ 32.81	\$ -	\$ 467.19	93.44%
010-4340-53960	Fuel	\$ 30,000.00	\$ 6,914.53	\$ -	\$ 23,085.47	76.95%
010-4340-54000	Special Dept.	\$ 15,000.00	\$ 4,024.15	\$ -	\$ 10,975.85	73.17%
010-4340-54400	Utilities	\$ 2,500.00	\$ 475.73	\$ -	\$ 2,024.27	80.97%
<b>Expense Total:</b>		<b>\$ 191,270.96</b>	<b>\$ 66,217.75</b>	<b>\$ (1,158.18)</b>	<b>\$ 126,211.39</b>	

**Fund: 010 - General: Parks**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
010-4350-51000	Salaries	\$ 81,376.59	\$ 18,053.02	\$ -	\$ 63,323.57	77.82%
010-4350-51002	Overtime	\$ 700.00	\$ 146.64	\$ -	\$ 553.36	79.05%
010-4350-51100	Workmans Comp.	\$ 5,870.22	\$ 1,852.09	\$ -	\$ 4,018.13	68.45%
010-4350-51200	Retirement	\$ 3,299.21	\$ 24,160.34	\$ -	\$ (20,861.13)	-632.31%
010-4350-51300	Health Insurance	\$ 12,145.29	\$ 3,676.83	\$ -	\$ 8,468.46	69.73%
010-4350-51310	Health Insuranc	\$ -	\$ 195.00	\$ -	\$ (195.00)	0.00%
010-4350-51400	Dental Insur.	\$ 985.04	\$ 213.45	\$ -	\$ 771.59	78.33%
010-4350-51800	Disability Insr	\$ 1,214.53	\$ 279.19	\$ -	\$ 935.34	77.01%
010-4350-51900	Medicare Tax	\$ 1,174.04	\$ 262.79	\$ -	\$ 911.25	77.62%
010-4350-51903	EAP	\$ 141.70	\$ 16.64	\$ -	\$ 125.06	88.26%
010-4350-51904	Physical Fitness	\$ 360.00	\$ -	\$ -	\$ 360.00	100.00%
010-4350-52000	Safety Clothing	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
010-4350-52400	Insurance	\$ 1,700.00	\$ -	\$ -	\$ 1,700.00	100.00%
010-4350-53000	Equipment Mtnc.	\$ 3,000.00	\$ 2,384.34	\$ -	\$ 615.66	20.52%
010-4350-53200	Mtnce-Structure	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
010-4350-53600	Professional	\$ 500.00	\$ 330.00	\$ -	\$ 170.00	34.00%
010-4350-53950	Small Tools	\$ 100.00	\$ 31.84	\$ -	\$ 68.16	68.16%
010-4350-54000	Special Dept.	\$ 7,500.00	\$ 2,552.18	\$ -	\$ 4,947.82	65.97%
010-4350-56100	Struct.&Improve	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	100.00%
010-4350-56300	Equipment	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100.00%
<b>Expense Total:</b>		<b>\$ 171,066.62</b>	<b>\$ 54,154.35</b>	<b>\$ -</b>	<b>\$ 116,912.27</b>	

**Fund: 208 - 2022 Series A Tax Allocation Ref Bond**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
208-4250-55900	Debt svce-prin	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00	100.00%
208-4250-55901	Debt svce - int	\$ 120,586.00	\$ 126,146.92	\$ -	\$ (5,560.92)	-4.61%
<b>Expense Total:</b>		<b>\$ 185,586.00</b>	<b>\$ 126,146.92</b>	<b>\$ -</b>	<b>\$ 59,439.08</b>	

**Fund: 210 - 2022 Series B Tax Allocation Ref Bond**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
210-4250-55900	Debt svce-prin	\$ 55,000.00	\$ -	\$ -	\$ 55,000.00	100.00%
210-4250-55901	Debt svce - int	\$ 62,112.00	\$ 86,584.00	\$ -	\$ (24,472.00)	-39.40%
<b>Expense Total:</b>		<b>\$ 117,112.00</b>	<b>\$ 86,584.00</b>	<b>\$ -</b>	<b>\$ 30,528.00</b>	

**Fund: 215 - Successor Agency**

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
215-4250-51000	Salaries	\$ 600.72	\$ 675.71	\$ -	\$ (74.99)	-12.48%
215-4250-51100	Workmans Comp.	\$ 213.81	\$ 3.22	\$ -	\$ 210.59	98.49%
215-4250-51200	Retirement	\$ 191.53	\$ 515.92	\$ -	\$ (324.39)	-169.37%
215-4250-51400	Dental Insur.	\$ 55.40	\$ 12.23	\$ -	\$ 43.17	77.92%
215-4250-51800	Disability Insr	\$ 44.24	\$ 10.60	\$ -	\$ 33.64	76.04%
215-4250-51900	Medicare Tax	\$ 42.76	\$ 9.77	\$ -	\$ 32.99	77.15%
215-4250-51903	EAP	\$ 5.16	\$ 0.52	\$ -	\$ 4.64	89.92%
215-4250-53600	Professional	\$ 30,000.00	\$ 6,041.25	\$ -	\$ 23,958.75	79.86%
<b>Expense Total:</b>		<b>\$ 31,153.62</b>	<b>\$ 7,269.22</b>	<b>\$ -</b>	<b>\$ 23,884.40</b>	

**Fund: 390 - Gas Tax 2105**

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
390-4392-51000	Salaries	\$ 17,420.34	\$ 4,084.87	\$ -	\$ 13,335.47	76.55%
390-4392-51002	Overtime	\$ 4,100.00	\$ 1,183.31	\$ -	\$ 2,916.69	71.14%
390-4392-51100	Workmans Comp.	\$ 1,262.97	\$ 537.07	\$ -	\$ 725.90	57.48%
390-4392-51200	Retirement	\$ 2,062.57	\$ 10,093.19	\$ -	\$ (8,030.62)	-389.35%
390-4392-51300	Health Insurance	\$ 2,613.05	\$ 214.95	\$ -	\$ 2,398.10	91.77%
390-4392-51400	Dental Insur.	\$ 424.70	\$ 106.19	\$ -	\$ 318.51	75.00%
390-4392-51800	Disability Insr	\$ 261.31	\$ 59.64	\$ -	\$ 201.67	77.18%
390-4392-51900	Medicare Tax	\$ 252.59	\$ 76.20	\$ -	\$ 176.39	69.83%
390-4392-51903	EAP	\$ 30.49	\$ 2.60	\$ -	\$ 27.89	91.47%
390-4392-51904	Physical Fitness	\$ 54.00	\$ -	\$ -	\$ 54.00	100.00%
390-4392-52400	Insurance	\$ 700.00	\$ -	\$ -	\$ 700.00	100.00%
390-4396-51000	Salaries	\$ 25,384.87	\$ 5,379.41	\$ -	\$ 20,005.46	78.81%
390-4396-51100	Workmans Comp.	\$ 1,840.40	\$ 548.86	\$ -	\$ 1,291.54	70.18%
390-4396-51200	Retirement	\$ 3,094.38	\$ 18,214.38	\$ -	\$ (15,120.00)	-488.63%
390-4396-51300	Health Insurance	\$ 3,807.73	\$ 1,201.19	\$ -	\$ 2,606.54	68.45%
390-4396-51400	Dental Insur.	\$ 572.51	\$ 138.15	\$ -	\$ 434.36	75.87%
390-4396-51800	Disability Insr	\$ 380.77	\$ 84.51	\$ -	\$ 296.26	77.81%
390-4396-51900	Medicare Tax	\$ 368.08	\$ 77.84	\$ -	\$ 290.24	78.85%
390-4396-51903	EAP	\$ 44.42	\$ 4.88	\$ -	\$ 39.54	89.01%
390-4396-51904	Physical Fitness	\$ 135.00	\$ -	\$ -	\$ 135.00	100.00%
390-4396-52400	Insurance	\$ 800.00	\$ -	\$ -	\$ 800.00	100.00%
390-4396-54000	Special Dept.	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	100.00%
<b>Expense Total:</b>		<b>\$ 68,610.18</b>	<b>\$ 42,007.24</b>	<b>\$ -</b>	<b>\$ 26,602.94</b>	

**Fund: 395 - Sect.2103**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
395-4392-51000	Salaries	\$ 10,573.67	\$ 2,077.78	\$ -	\$ 8,495.89	80.35%
395-4392-51100	Workmans Comp.	\$ 766.59	\$ 199.42	\$ -	\$ 567.17	73.99%
395-4392-51200	Retirement	\$ 1,318.54	\$ 11,010.81	\$ -	\$ (9,692.27)	-735.08%
395-4392-51300	Health Insurance	\$ 1,586.05	\$ 1,017.70	\$ -	\$ 568.35	35.83%
395-4392-51310	Health Insuranc	\$ -	\$ 97.50	\$ -	\$ (97.50)	0.00%
395-4392-51400	Dental Insur.	\$ 102.15	\$ 22.85	\$ -	\$ 79.30	77.63%
395-4392-51800	Disability Insr	\$ 158.61	\$ 32.84	\$ -	\$ 125.77	79.30%
395-4392-51900	Medicare Tax	\$ 153.32	\$ 29.96	\$ -	\$ 123.36	80.46%
395-4392-51903	EAP	\$ 18.50	\$ 1.81	\$ -	\$ 16.69	90.22%
395-4392-51904	Physical Fitness	\$ 45.00	\$ -	\$ -	\$ 45.00	100.00%
395-4392-54000	Special Dept.	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	100.00%
<b>Expense Total:</b>		<b>\$ 16,722.43</b>	<b>\$ 14,490.67</b>	<b>\$ -</b>	<b>\$ 2,231.76</b>	

**Fund: 400 - Gas Tax 2106**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
400-4400-51200	Retirement	\$ -	\$ 1,388.83	\$ -	\$ (1,388.83)	0.00%
400-4400-52400	Insurance	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	100.00%
400-4400-53000	Equipment Mtnc.	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	100.00%
400-4400-54000	Special Dept.	\$ 3,000.00	\$ 747.92	\$ -	\$ 2,252.08	75.07%
<b>Expense Total:</b>		<b>\$ 10,200.00</b>	<b>\$ 2,136.75</b>	<b>\$ -</b>	<b>\$ 8,063.25</b>	

**Fund: 410 - Gas Tax 2107**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
410-4411-54400	Utilities	\$ 1,200.00	\$ 63.86	\$ -	\$ 1,136.14	94.68%
410-4412-51200	Retirement	\$ -	\$ 9,259.58	\$ -	\$ (9,259.58)	0.00%
<b>Expense Total:</b>		<b>\$ 1,200.00</b>	<b>\$ 9,323.44</b>	<b>\$ -</b>	<b>\$ (8,123.44)</b>	

**Fund: 430 - SB 325 TDA**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
430-4430-51000	Salaries	\$ 52,368.50	\$ 12,444.72	\$ -	\$ 39,923.78	76.24%
430-4430-51002	Overtime	\$ 5,500.00	\$ 2,062.31	\$ -	\$ 3,437.69	62.50%
430-4430-51100	Workmans Comp.	\$ 3,786.97	\$ 300.44	\$ -	\$ 3,486.53	92.07%
430-4430-51200	Retirement	\$ 3,823.20	\$ 9,712.05	\$ -	\$ (5,888.85)	-154.03%
430-4430-51300	Health Insurance	\$ 4,720.31	\$ 1,282.47	\$ -	\$ 3,437.84	72.83%
430-4430-51400	Dental Insur.	\$ 851.32	\$ 199.12	\$ -	\$ 652.20	76.61%
430-4430-51800	Disability Insr	\$ 783.51	\$ 201.94	\$ -	\$ 581.57	74.23%
430-4430-51900	Medicare Tax	\$ 757.39	\$ 210.05	\$ -	\$ 547.34	72.27%
430-4430-51903	EAP	\$ 91.41	\$ 11.54	\$ -	\$ 79.87	87.38%
430-4432-51200	Retirement	\$ -	\$ 2,455.83	\$ -	\$ (2,455.83)	0.00%
430-4432-52400	Insurance	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
430-4432-56100	Struct.&Improve	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100.00%
430-4433-51200	Retirement	\$ -	\$ 53.07	\$ -	\$ (53.07)	0.00%
<b>Expense Total:</b>		<b>\$ 323,182.61</b>	<b>\$ 28,933.54</b>	<b>\$ -</b>	<b>\$ 294,249.07</b>	

**Fund: 440 - Traffic Safety**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
440-4440-53000	Equipment Mtnc.	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	100.00%
<b>Expense Total:</b>		<b>\$ 20,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,000.00</b>	<b>100.00%</b>

**Fund: 480 - Boat Ramp**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
480-4480-54000	Special Dept.	\$ 2,500.00	\$ 537.31	\$ -	\$ 1,962.69	78.51%
<b>Expense Total:</b>		<b>\$ 2,500.00</b>	<b>\$ 537.31</b>	<b>\$ -</b>	<b>\$ 1,962.69</b>	

**Fund: 495 - Rec Coordinator**

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
495-4360-51000	Salaries	\$ 65,026.68	\$ 25,002.95	\$ -	\$ 40,023.73	61.55%
495-4360-51001	Extra Help	\$ 27,000.00	\$ -	\$ -	\$ 27,000.00	100.00%
495-4360-51002	Overtime	\$ -	\$ 248.25	\$ -	\$ (248.25)	0.00%
495-4360-51100	Workmans Comp.	\$ 4,506.50	\$ 317.36	\$ -	\$ 4,189.14	92.96%
495-4360-51200	Retirement	\$ 4,101.01	\$ 3,237.17	\$ -	\$ 863.84	21.06%
495-4360-51400	Health Insurance	\$ 1,385.04	\$ 115.42	\$ -	\$ 1,269.62	91.67%
495-4360-51800	Disability Insurance	\$ 932.38	\$ 100.00	\$ -	\$ 832.38	89.27%
495-4360-51900	Medicare Tax	\$ 901.30	\$ 366.17	\$ -	\$ 535.13	59.37%
495-4360-51902	Social Security	\$ 2,700.00	\$ 711.09	\$ -	\$ 1,988.91	73.66%
495-4360-51903	Employee Assistance Program	\$ 108.78	\$ 33.74	\$ -	\$ 75.04	68.98%
495-4360-51904	Physical fitness	\$ 300.00	\$ 100.00	\$ -	\$ 200.00	66.67%
495-4360-52100	Communications	\$ 1,400.00	\$ 476.54	\$ -	\$ 923.46	65.96%
495-4360-52400	Insurance	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	100.00%
495-4360-53000	Equipment Mtnc.	\$ 3,000.00	\$ 299.71	\$ -	\$ 2,700.29	90.01%
495-4360-53300	Memberships	\$ 400.00	\$ -	\$ -	\$ 400.00	100.00%
495-4360-53500	Office	\$ 2,500.00	\$ 1,090.42	\$ -	\$ 1,409.58	56.38%
495-4360-53600	Professional	\$ 9,000.00	\$ 8,053.46	\$ -	\$ 946.54	10.52%
495-4360-53650	Information Technology	\$ 4,000.00	\$ 1,172.70	\$ (258.18)	\$ 3,085.48	70.68%
495-4360-53700	Publications	\$ 3,500.00	\$ 656.00	\$ -	\$ 2,844.00	81.26%
495-4360-54000	Special Dept.	\$ 72,790.00	\$ 22,577.75	\$ -	\$ 50,212.25	68.98%
495-4360-54010	Soccer League	\$ -	\$ 3,791.00	\$ -	\$ (3,791.00)	0.00%
495-4360-54300	Trans. & Travel	\$ 500.00	\$ 201.00	\$ -	\$ 299.00	59.80%
495-4360-54400	Utilities	\$ 4,000.00	\$ 26.61	\$ -	\$ 3,973.39	99.33%
<b>Expense Total:</b>		<b>\$ 210,551.69</b>	<b>\$ 68,577.34</b>	<b>\$ (258.18)</b>	<b>\$ 142,232.53</b>	

**Fund: 496 - Rec Coordinator Scholarship**

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
496-4360-57000	Scholarship Expense	\$ -	\$ 575.00	\$ -	\$ (575.00)	0.00%
<b>Expense Total:</b>		<b>\$ -</b>	<b>\$ 575.00</b>	<b>\$ -</b>	<b>\$ (575.00)</b>	<b>0.00%</b>

**Fund: 500 - Planning & Dev.**

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
500-4500-51000	Salaries	\$ 123,968.12	\$ 6,830.29	\$ -	\$ 117,137.83	94.49%
500-4500-51001	Extra Help	\$ 2,462.73	\$ -	\$ -	\$ 2,462.73	100.00%
500-4500-51010	Meeting Fees	\$ -	\$ 675.00	\$ -	\$ (675.00)	0.00%
500-4500-51100	Workmans Comp.	\$ 8,588.14	\$ 27.14	\$ -	\$ 8,561.00	99.68%
500-4500-51200	Retirement	\$ 14,012.24	\$ 5,970.87	\$ -	\$ 8,041.37	57.39%
500-4500-51300	Health Insurance	\$ 17,215.61	\$ 303.76	\$ -	\$ 16,911.85	98.24%
500-4500-51400	Dental Insur.	\$ 2,686.70	\$ 78.77	\$ -	\$ 2,607.93	97.07%
500-4500-51800	Disability Insr	\$ 1,776.86	\$ 62.45	\$ -	\$ 1,714.41	96.49%
500-4500-51900	Medicare Tax	\$ 1,753.34	\$ 99.06	\$ -	\$ 1,654.28	94.35%
500-4500-51903	EAP	\$ 211.61	\$ 3.52	\$ -	\$ 208.09	98.34%
500-4500-51904	Physical Fitness	\$ 399.00	\$ -	\$ -	\$ 399.00	100.00%
500-4500-52100	Communications	\$ 800.00	\$ 117.68	\$ -	\$ 682.32	85.29%
500-4500-52400	Insurance	\$ 800.00	\$ -	\$ -	\$ 800.00	100.00%
500-4500-53000	Equipment Mtnc.	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100.00%
500-4500-53300	Memberships	\$ 500.00	\$ 342.71	\$ -	\$ 157.29	31.46%
500-4500-53500	Office	\$ 5,000.00	\$ 1,069.73	\$ -	\$ 3,930.27	78.61%
500-4500-53600	Professional	\$ 10,000.00	\$ 32,422.50	\$ -	\$ (22,422.50)	-224.23%
500-4500-53700	Publications	\$ 4,000.00	\$ 927.00	\$ -	\$ 3,073.00	76.83%
500-4500-53800	Rents-Equipment	\$ 600.00	\$ 52.88	\$ -	\$ 547.12	91.19%
500-4500-54000	Special Dept.	\$ 4,000.00	\$ 877.83	\$ -	\$ 3,122.17	78.05%
500-4500-54300	Trans. & Travel	\$ 2,000.00	\$ 900.00	\$ -	\$ 1,100.00	55.00%
<b>Expense Total:</b>		<b>\$ 201,774.35</b>	<b>\$ 50,761.19</b>	<b>\$ -</b>	<b>\$ 151,013.16</b>	

**Fund: 512 - 17-CDBG-12015**

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
512-4801-53600	Professional	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	100.00%
<b>Expense Total:</b>		<b>\$ 1,500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,500.00</b>	<b>100.00%</b>



**Fund: 513 - CDBG PROGRAM IN**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
513-4801-51000	Salaries	\$ 3,814.46	\$ 640.12	\$ -	\$ 3,174.34	83.22%
513-4801-51001	Extra Help	\$ 1,011.30	\$ 264.35	\$ -	\$ 746.95	73.86%
513-4801-51100	Workmans Comp.	\$ 349.87	\$ 4.33	\$ -	\$ 345.54	98.76%
513-4801-51200	Retirement	\$ 244.53	\$ 893.05	\$ -	\$ (648.52)	-265.21%
513-4801-51400	Dental Insur.	\$ 106.28	\$ 21.55	\$ -	\$ 84.73	79.72%
513-4801-51800	Disability Insr	\$ 57.22	\$ 19.80	\$ -	\$ 37.42	65.40%
513-4801-51900	Medicare Tax	\$ 69.97	\$ 13.11	\$ -	\$ 56.86	81.26%
513-4801-51903	EAP	\$ 8.45	\$ 0.88	\$ -	\$ 7.57	89.59%
513-4801-51904	Physical Fitness	\$ 18.00	\$ -	\$ -	\$ 18.00	100.00%
513-4801-53700	Publications	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
<b>Expense Total:</b>		<b>\$ 6,180.08</b>	<b>\$ 1,857.19</b>	<b>\$ -</b>	<b>\$ 4,322.89</b>	

**Fund: 580 - Flood Maint #1**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
580-4580-51000	Salaries	\$ 3,997.00	\$ -	\$ -	\$ 3,997.00	100.00%
<b>Expense Total:</b>		<b>\$ 3,997.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,997.00</b>	<b>100.00%</b>

**Fund: 581 - Flood Maint #2**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
581-4581-51000	Salaries	\$ 3,500.00	\$ 1,973.62	\$ -	\$ 1,526.38	43.61%
581-4581-51100	Workmans Comp.	\$ -	\$ 198.10	\$ -	\$ (198.10)	0.00%
581-4581-51200	Retirement	\$ -	\$ 2,817.56	\$ -	\$ (2,817.56)	0.00%
581-4581-51300	Health Insurance	\$ -	\$ 209.53	\$ -	\$ (209.53)	0.00%
581-4581-51400	Dental Insur.	\$ -	\$ 20.56	\$ -	\$ (20.56)	0.00%
581-4581-51800	Disability Insr	\$ -	\$ 30.98	\$ -	\$ (30.98)	0.00%
581-4581-51900	Medicare Tax	\$ -	\$ 28.59	\$ -	\$ (28.59)	0.00%
581-4581-51903	EAP	\$ -	\$ 1.74	\$ -	\$ (1.74)	0.00%
581-4581-53000	Equipment Mtn.	\$ 1,000.00	\$ 335.59	\$ -	\$ 664.41	66.44%
581-4581-53950	Small Tools	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
581-4581-54000	Special Dept.	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	100.00%
<b>Expense Total:</b>		<b>\$ 7,000.00</b>	<b>\$ 5,616.27</b>	<b>\$ -</b>	<b>\$ 1,383.73</b>	

**Fund: 582 - Flood Maint #3**

	Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
582-4582-51000	\$ 25,000.00	\$ 3,218.36	\$ -	\$ 21,781.64	87.13%
582-4582-51100	\$ 2,000.00	\$ 158.94	\$ -	\$ 1,841.06	92.05%
582-4582-51200	\$ 3,000.00	\$ 3,138.74	\$ -	\$ (138.74)	-4.62%
582-4582-51300	\$ -	\$ 385.27	\$ -	\$ (385.27)	0.00%
582-4582-51400	\$ 400.00	\$ 60.35	\$ -	\$ 339.65	84.91%
582-4582-51800	\$ 550.00	\$ 87.35	\$ -	\$ 462.65	84.12%
582-4582-51900	\$ 550.00	\$ 46.63	\$ -	\$ 503.37	91.52%
582-4582-51903	\$ 50.00	\$ 3.24	\$ -	\$ 46.76	93.52%
582-4582-52400	\$ 300.00	\$ -	\$ -	\$ 300.00	100.00%
582-4582-53000	\$ 400.00	\$ 114.94	\$ -	\$ 285.06	71.27%
582-4582-53600	\$ 150.00	\$ -	\$ -	\$ 150.00	100.00%
582-4582-53950	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
582-4582-54000	\$ 1,000.00	\$ 371.87	\$ -	\$ 628.13	62.81%
<b>Expense Total:</b>	<b>\$ 33,900.00</b>	<b>\$ 7,585.69</b>	<b>\$ -</b>	<b>\$ 26,314.31</b>	

**Fund: 583 - Maint Dist #6**

	Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
583-4583-51000	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100.00%
583-4583-51200	\$ -	\$ 22.97	\$ -	\$ (22.97)	0.00%
583-4583-54000	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100.00%
<b>Expense Total:</b>	<b>\$ 6,000.00</b>	<b>\$ 22.97</b>	<b>\$ -</b>	<b>\$ 5,977.03</b>	

**Fund: 600 - Electric Utilit**

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
600-4600-51000	Salaries	\$ 1,153,418.26	\$ 278,502.51	\$ -	\$ 874,915.75	75.85%
600-4600-51001	Extra Help	\$ 17,619.11	\$ 3,832.88	\$ -	\$ 13,786.23	78.25%
600-4600-51002	Overtime	\$ 120,000.00	\$ 26,524.34	\$ -	\$ 93,475.66	77.90%
600-4600-51100	Workmans Comp.	\$ 83,666.58	\$ 8,182.97	\$ -	\$ 75,483.61	90.22%
600-4600-51200	Retirement	\$ 101,542.92	\$ 260,515.53	\$ -	\$ (158,972.61)	-156.56%
600-4600-51300	Health Insuranc	\$ 127,008.16	\$ 24,151.17	\$ -	\$ 102,856.99	80.98%
600-4600-51310	Health Insuranc	\$ -	\$ 422.50	\$ -	\$ (422.50)	0.00%
600-4600-51311	Retiree Health	\$ 45,000.00	\$ 30.00	\$ -	\$ 44,970.00	99.93%
600-4600-51400	Dental Insur.	\$ 19,248.82	\$ 4,348.46	\$ -	\$ 14,900.36	77.41%
600-4600-51800	Disability Insr	\$ 18,349.40	\$ 2,432.15	\$ -	\$ 15,917.25	86.75%
600-4600-51900	Medicare Tax	\$ 15,517.14	\$ 4,478.57	\$ -	\$ 11,038.57	71.14%
600-4600-51902	Social Security	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
600-4600-51903	EAP	\$ 2,024.71	\$ 119.41	\$ -	\$ 1,905.30	94.10%
600-4600-51904	Physical fitness	\$ 2,598.00	\$ 150.00	\$ -	\$ 2,448.00	94.23%
600-4600-52000	Safety Clothing	\$ 20,000.00	\$ 2,741.22	\$ -	\$ 17,258.78	86.29%
600-4600-52100	Communications	\$ 3,500.00	\$ 386.98	\$ -	\$ 3,113.02	88.94%
600-4600-52300	Household Exp.	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100.00%
600-4600-52400	Insurance	\$ 65,000.00	\$ 9,665.00	\$ -	\$ 55,335.00	85.13%
600-4600-53000	Equipment Mtnc.	\$ 40,000.00	\$ 8,746.95	\$ -	\$ 31,253.05	78.13%
600-4600-53200	Mtnc-Structure	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	100.00%
600-4600-53300	Memberships	\$ 5,000.00	\$ 2,884.80	\$ -	\$ 2,115.20	42.30%
600-4600-53500	Office	\$ 7,000.00	\$ 3,202.23	\$ -	\$ 3,797.77	54.25%
600-4600-53600	Professional	\$ 167,501.00	\$ 29,693.74	\$ -	\$ 137,807.26	82.27%
600-4600-53650	Information Technology	\$ 12,000.00	\$ 2,072.70	\$ (1,158.18)	\$ 11,085.48	82.73%
600-4600-53700	Publications	\$ 500.00	\$ 775.00	\$ -	\$ (275.00)	-55.00%
600-4600-53800	Rents-Equipment	\$ 1,000.00	\$ 380.07	\$ -	\$ 619.93	61.99%
600-4600-53950	Small Tools	\$ 17,000.00	\$ 3,751.39	\$ (2,178.81)	\$ 15,427.42	77.93%
600-4600-53960	Fuel	\$ 21,000.00	\$ 5,084.28	\$ -	\$ 15,915.72	75.79%
600-4600-54000	Special Dept.	\$ 100,000.00	\$ 20,809.51	\$ -	\$ 79,190.49	79.19%
600-4600-54101	Power Purchase	\$ 5,250,000.00	\$ 1,661,093.00	\$ -	\$ 3,588,907.00	68.36%
600-4600-54300	Trans. & Travel	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	100.00%
600-4600-54400	Utilities	\$ 3,000.00	\$ 253.68	\$ -	\$ 2,746.32	91.54%
600-4600-55350	Taxes/Fees	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	100.00%
600-4600-56100	Struct.&Improve	\$ 475,000.00	\$ 21,567.83	\$ -	\$ 453,432.17	95.46%
600-4600-56300	Equipment	\$ 150,000.00	\$ 536.72	\$ -	\$ 149,463.28	99.64%
<b>Expense Total:</b>		<b>\$ 9,462,494.10</b>	<b>\$ 3,787,335.59</b>	<b>\$ (3,336.99)</b>	<b>\$ 5,678,495.50</b>	

**Fund: 610 - Public Benefits**

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
610-4610-51000	Salaries	\$ 11,443.37	\$ 1,920.36	\$ -	\$ 9,523.01	83.22%
610-4610-51001	Extra Help	\$ 3,033.90	\$ 793.01	\$ -	\$ 2,240.89	73.86%
610-4610-51100	Workmans Comp.	\$ 1,049.60	\$ 12.99	\$ -	\$ 1,036.61	98.76%
610-4610-51200	Retirement	\$ 733.59	\$ 2,679.96	\$ -	\$ (1,946.37)	-265.32%
610-4610-51400	Dental Insur.	\$ 318.85	\$ 64.67	\$ -	\$ 254.18	79.72%
610-4610-51800	Disability Insr	\$ 171.65	\$ 59.40	\$ -	\$ 112.25	65.39%
610-4610-51900	Medicare Tax	\$ 209.92	\$ 39.37	\$ -	\$ 170.55	81.25%
610-4610-51903	EAP	\$ 25.34	\$ 2.63	\$ -	\$ 22.71	89.62%
610-4610-51904	Physical Fitness	\$ 96.00	\$ -	\$ -	\$ 96.00	100.00%
610-4610-54000	Special Dept.	\$ -	\$ 7,160.00	\$ -	\$ (7,160.00)	0.00%
<b>Expense Total:</b>		<b>\$ 17,082.22</b>	<b>\$ 12,732.39</b>	<b>\$ -</b>	<b>\$ 4,349.83</b>	

**Fund: 630 - Water Utility**

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
630-4630-51000	Salaries	\$ 352,341.58	\$ 88,680.32	\$ -	\$ 263,661.26	74.83%
630-4630-51001	Extra Help	\$ 19,589.29	\$ 3,832.88	\$ -	\$ 15,756.41	80.43%
630-4630-51002	Overtime	\$ 25,000.00	\$ 5,109.20	\$ -	\$ 19,890.80	79.56%
630-4630-51100	Workmans Comp.	\$ 26,105.86	\$ 4,309.14	\$ -	\$ 21,796.72	83.49%
630-4630-51200	Retirement	\$ 34,267.65	\$ 91,911.15	\$ -	\$ (57,643.50)	-168.22%
630-4630-51300	Health Insuranc	\$ 37,486.03	\$ 9,342.20	\$ -	\$ 28,143.83	75.08%
630-4630-51310	Health Insuranc	\$ -	\$ 97.50	\$ -	\$ (97.50)	0.00%
630-4630-51311	Retiree Health	\$ -	\$ 30.00	\$ -	\$ (30.00)	0.00%
630-4630-51400	Dental Insur.	\$ 7,872.04	\$ 1,671.32	\$ -	\$ 6,200.72	78.77%
630-4630-51800	Disability Insr	\$ 5,181.25	\$ 1,218.24	\$ -	\$ 3,963.01	76.49%
630-4630-51900	Medicare Tax	\$ 5,292.59	\$ 1,415.32	\$ -	\$ 3,877.27	73.26%
630-4630-51903	EAP	\$ 638.76	\$ 57.22	\$ -	\$ 581.54	91.04%
630-4630-51904	Physical Fitness	\$ 1,552.50	\$ -	\$ -	\$ 1,552.50	100.00%
630-4630-52000	Safety Clothing	\$ 1,000.00	\$ 403.12	\$ -	\$ 596.88	59.69%
630-4630-52100	Communications	\$ 500.00	\$ 151.52	\$ -	\$ 348.48	69.70%
630-4630-52400	Insurance	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00	100.00%
630-4630-53000	Equipment Mtnc.	\$ 20,000.00	\$ 4,319.91	\$ -	\$ 15,680.09	78.40%
630-4630-53300	Memberships	\$ 5,000.00	\$ 342.72	\$ -	\$ 4,657.28	93.15%
630-4630-53500	Office	\$ 3,000.00	\$ 2,968.31	\$ -	\$ 31.69	1.06%
630-4630-53600	Professional	\$ 17,501.00	\$ 4,709.03	\$ -	\$ 12,791.97	73.09%
630-4630-53650	Information Technology	\$ 10,000.00	\$ 1,172.70	\$ (258.18)	\$ 9,085.48	88.27%
630-4630-53950	Small Tools	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
630-4630-53960	Fuel	\$ -	\$ 747.21	\$ -	\$ (747.21)	0.00%
630-4630-53975	Testing and Lab	\$ -	\$ 1,950.62	\$ -	\$ 10,049.38	0.00%
630-4630-54000	Special Dept.	\$ 70,000.00	\$ 48,274.18	\$ -	\$ 21,725.82	31.04%
630-4630-54400	Utilities	\$ 350.00	\$ 16.20	\$ -	\$ 333.80	95.37%
630-4630-54650	Taxes/Permits	\$ 19,000.00	\$ -	\$ -	\$ 19,000.00	100.00%
630-4630-56100	Struct.&Improve	\$ 9,000.00	\$ 19,696.50	\$ -	\$ (10,696.50)	-118.85%
630-4630-56300	Equipment	\$ 166,000.00	\$ 57,797.65	\$ -	\$ 108,202.35	65.18%
<b>Expense Total:</b>		<b>\$ 855,178.55</b>	<b>\$ 350,224.16</b>	<b>\$ (258.18)</b>	<b>\$ 517,212.57</b>	

**Fund: 650 - Sewer Utility**

		Original	Fiscal		Variance	Percent
		Total Budget	Activity	Encumbrances	Favorable (Unfavorable)	Remaining
650-4650-51000	Salaries	\$ 193,208.03	\$ 52,000.19	\$ -	\$ 141,207.84	73.09%
650-4650-51001	Extra Help	\$ 14,663.83	\$ 3,832.79	\$ -	\$ 10,831.04	73.86%
650-4650-51100	Workmans Comp.	\$ 14,747.20	\$ 651.69	\$ -	\$ 14,095.51	95.58%
650-4650-51200	Retirement	\$ 16,254.12	\$ 45,915.98	\$ -	\$ (29,661.86)	-182.49%
650-4650-51300	Health Insuranc	\$ 16,203.72	\$ 3,068.90	\$ -	\$ 13,134.82	81.06%
650-4650-51400	Dental Insur.	\$ 4,497.10	\$ 1,048.37	\$ -	\$ 3,448.73	76.69%
650-4650-51800	Disability Insr	\$ 2,831.19	\$ 717.71	\$ -	\$ 2,113.48	74.65%
650-4650-51900	Medicare Tax	\$ 2,949.44	\$ 809.28	\$ -	\$ 2,140.16	72.56%
650-4650-51903	EAP	\$ 423.94	\$ 35.11	\$ -	\$ 388.83	91.72%
650-4650-53650	Information Technology	\$ 5,000.00	\$ 1,172.71	\$ (258.19)	\$ 4,085.48	76.55%
650-4650-53960	Fuel	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100.00%
650-4650-54000	Special Dept.	\$ 18,000.00	\$ 5,246.11	\$ -	\$ 12,753.89	70.85%
650-4650-55900	Debt svce-prin	\$ 95,000.00	\$ -	\$ -	\$ 95,000.00	100.00%
650-4650-55901	Debt svce - int	\$ 81,363.00	\$ 53,056.25	\$ -	\$ 28,306.75	34.79%
650-4651-51000	Salaries	\$ 109,855.69	\$ 25,625.51	\$ -	\$ 84,230.18	76.67%
650-4651-51002	Overtime	\$ 28,000.00	\$ 5,424.96	\$ -	\$ 22,575.04	80.63%
650-4651-51100	Workmans Comp.	\$ 7,909.64	\$ 3,170.70	\$ -	\$ 4,738.94	59.91%
650-4651-51200	Retirement	\$ 13,378.64	\$ 31,478.06	\$ -	\$ (18,099.42)	-135.29%
650-4651-51300	Health Insuranc	\$ 16,364.78	\$ 4,884.67	\$ -	\$ 11,480.11	70.15%
650-4651-51310	Health Insuranc	\$ -	\$ 97.50	\$ -	\$ (97.50)	0.00%
650-4651-51311	Retiree Health	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	100.00%
650-4651-51400	Dental Insur.	\$ 2,214.81	\$ 529.18	\$ -	\$ 1,685.63	76.11%
650-4651-51800	Disability Insr	\$ 1,636.48	\$ 350.16	\$ -	\$ 1,286.32	78.60%
650-4651-51900	Medicare Tax	\$ 1,581.93	\$ 449.76	\$ -	\$ 1,132.17	71.57%
650-4651-51903	EAP	\$ 190.92	\$ 14.15	\$ -	\$ 176.77	92.59%
650-4651-51904	Physical Fitness	\$ 360.00	\$ -	\$ -	\$ 360.00	100.00%
650-4651-52000	Safety Clothing	\$ 750.00	\$ 504.60	\$ -	\$ 245.40	32.72%
650-4651-52100	Communications	\$ 4,000.00	\$ 817.28	\$ -	\$ 3,182.72	79.57%
650-4651-52400	Insurance	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00	100.00%
650-4651-53000	Equipment Mtn.	\$ 20,000.00	\$ 1,115.03	\$ -	\$ 18,884.97	94.42%
650-4651-53500	Office	\$ 2,000.00	\$ 1,991.56	\$ -	\$ 8.44	0.42%
650-4651-53600	Professional	\$ 17,501.00	\$ 4,390.37	\$ -	\$ 13,110.63	74.91%
650-4651-53960	Fuel	\$ 10,000.00	\$ 430.15	\$ -	\$ 9,569.85	95.70%
650-4651-53975	Testing and Lab	\$ 10,000.00	\$ 2,331.00	\$ -	\$ 7,669.00	76.69%
650-4651-54000	Special Dept.	\$ 12,000.00	\$ 1,970.72	\$ -	\$ 10,029.28	83.58%
650-4651-54400	Utilities	\$ 100,000.00	\$ 19,659.51	\$ -	\$ 80,340.49	80.34%
650-4651-56100	Struct.&Improve	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	100.00%
650-4651-56300	Equipment	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	100.00%
650-4652-51000	Salaries	\$ 195,045.90	\$ 45,548.68	\$ -	\$ 149,497.22	76.65%

650-4652-51001	Extra Help	\$ 2,462.73	\$ -	\$ -	\$ 2,462.73	100.00%
650-4652-51002	Overtime	\$ 25,000.00	\$ 6,041.41	\$ -	\$ 18,958.59	75.83%
650-4652-51100	Workmans Comp.	\$ 14,035.17	\$ 2,974.96	\$ -	\$ 11,060.21	78.80%
650-4652-51200	Retirement	\$ 17,651.03	\$ 48,669.69	\$ -	\$ (31,018.66)	-175.73%
650-4652-51300	Health Insuranc	\$ 22,700.67	\$ 6,769.48	\$ -	\$ 15,931.19	70.18%
650-4652-51310	Health Insuranc	\$ -	\$ 195.00	\$ -	\$ (195.00)	0.00%
650-4652-51400	Dental Insur.	\$ 1,906.32	\$ 721.81	\$ -	\$ 1,184.51	62.14%
650-4652-51800	Disability Insr	\$ 2,903.82	\$ 676.55	\$ -	\$ 2,227.27	76.70%
650-4652-51900	Medicare Tax	\$ 2,842.74	\$ 746.96	\$ -	\$ 2,095.78	73.72%
650-4652-51903	EAP	\$ 275.89	\$ 35.41	\$ -	\$ 240.48	87.17%
650-4652-51904	Physical Fitness	\$ 721.50	\$ -	\$ -	\$ 721.50	100.00%
650-4652-52000	Safety Clothing	\$ 750.00	\$ 350.00	\$ -	\$ 400.00	53.33%
650-4652-52100	Communications	\$ 450.00	\$ 93.19	\$ -	\$ 356.81	79.29%
650-4652-52400	Insurance	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	100.00%
650-4652-53000	Equipment Mtn.	\$ 20,000.00	\$ 3,843.89	\$ -	\$ 16,156.11	80.78%
650-4652-53300	Memberships	\$ -	\$ 342.72	\$ -	\$ (342.72)	0.00%
650-4652-53500	Office	\$ 3,000.00	\$ 976.39	\$ -	\$ 2,023.61	67.45%
650-4652-53600	Professional	\$ 15,000.00	\$ 5,388.92	\$ -	\$ 9,611.08	64.07%
650-4652-53960	Fuel	\$ 10,000.00	\$ 480.27	\$ -	\$ 9,519.73	95.20%
650-4652-54000	Special Dept.	\$ 20,000.00	\$ 3,112.48	\$ -	\$ 16,887.52	84.44%
650-4652-54400	Utilities	\$ 3,000.00	\$ 124.42	\$ -	\$ 2,875.58	95.85%
650-4652-56300	Equipment	\$ 30,000.00	\$ 536.72	\$ -	\$ 29,463.28	98.21%
650-4658-54400	Utilities	\$ -	\$ 9.92	\$ -	\$ (9.92)	0.00%
<b>Expense Total:</b>		<b>\$ 1,416,631.23</b>	<b>\$ 400,428.83</b>	<b>\$ (258.19)</b>	<b>\$ 1,016,460.59</b>	<b>71.73%</b>

**Fund: 700 - SB325-Senr Taxi**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	
700-4700-51000	Salaries	\$ 73,823.64	\$ 17,110.95	\$ -	\$ 56,712.69	76.82%
700-4700-51001	Extra Help	\$ 28,114.34	\$ 3,406.73	\$ -	\$ 24,707.61	87.88%
700-4700-51002	Overtime	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
700-4700-51100	Workmans Comp.	\$ 7,390.50	\$ 525.37	\$ -	\$ 6,865.13	92.89%
700-4700-51200	Retirement	\$ 9,205.81	\$ 25,028.89	\$ -	\$ (15,823.08)	-171.88%
700-4700-51300	Health Insurance	\$ 11,073.55	\$ 3,809.19	\$ -	\$ 7,264.36	65.60%
700-4700-51310	Health Insuranc	\$ -	\$ 97.50	\$ -	\$ (97.50)	0.00%
700-4700-51400	Dental Insur.	\$ 681.00	\$ 170.25	\$ -	\$ 510.75	75.00%
700-4700-51800	Disability Insr	\$ 1,107.35	\$ 261.69	\$ -	\$ 845.66	76.37%
700-4700-51900	Medicare Tax	\$ 1,478.10	\$ 296.41	\$ -	\$ 1,181.69	79.95%
700-4700-51902	Social Security	\$ -	\$ 211.21	\$ -	\$ (211.21)	0.00%
700-4700-51903	EAP	\$ 178.39	\$ 26.51	\$ -	\$ 151.88	85.14%
700-4700-51904	Physical Fitness	\$ 300.00	\$ -	\$ -	\$ 300.00	100.00%
700-4700-52100	Communications	\$ 600.00	\$ 121.35	\$ -	\$ 478.65	79.78%
700-4700-52400	Insurance	\$ 2,500.00	\$ 360.00	\$ -	\$ 2,140.00	85.60%
700-4700-53000	Equipment Mtrnc.	\$ 2,000.00	\$ 3,535.11	\$ -	\$ (1,535.11)	-76.76%
700-4700-53600	Professional	\$ 1,000.00	\$ 131.40	\$ -	\$ 868.60	86.86%
700-4700-53960	Fuel	\$ 5,500.00	\$ 879.71	\$ -	\$ 4,620.29	84.01%
700-4700-54000	Special Dept.	\$ 1,500.00	\$ 50.51	\$ -	\$ 1,449.49	96.63%
<b>Expense Total:</b>		<b>\$ 146,952.68</b>	<b>\$ 56,022.78</b>	<b>\$ -</b>	<b>\$ 90,929.90</b>	<b>61.88%</b>

**Fund: 923 - CDBG-DR**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	
923-4801-54000	Special Dept - General Admin	\$ -	\$ 600.00	\$ -	\$ (600.00)	0.00%
<b>Expense Total:</b>		<b>\$ -</b>	<b>\$ 600.00</b>	<b>\$ -</b>	<b>\$ (600.00)</b>	<b>0.00%</b>

**Fund: 926 - SWRCB Revolving Loan-FeathRvrSwrCrssng**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	
926-0000-56100	Struct. & Improve	\$ 345,000.00	\$ -	\$ -	\$ 345,000.00	100.00%
926-4650-56100	Struc. & Improve	\$ -	\$ 4,467.50	\$ -	\$ (4,467.50)	0.00%
<b>Expense Total:</b>		<b>\$ 345,000.00</b>	<b>\$ 4,467.50</b>	<b>\$ -</b>	<b>\$ 340,532.50</b>	

**Fund: 930 - Coronavirus Recovery Fund (ARPA)**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
930-0000-52760	Transfers Out	\$ 1,200,000.00	\$ 1,200,000.00	\$ -	\$ -	0.00%
<b>Expense Total:</b>		<b>\$ 1,200,000.00</b>	<b>\$ 1,200,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	



**Fund: 932 - Outdoor Equity Grant**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
932-4360-51001	Extra Help	\$ 17,214.00	\$ 1,721.21	\$ -	\$ 15,492.79	90.00%
932-4360-51100	Workmans Comp	\$ -	\$ 44.23	\$ -	\$ (44.23)	0.00%
932-4360-51900	Medicare Tax	\$ 249.60	\$ 24.96	\$ -	\$ 224.64	90.00%
932-4360-51902	Social Security	\$ -	\$ 106.71	\$ -	\$ (106.71)	0.00%
932-4360-51903	EAP	\$ 30.12	\$ 9.64	\$ -	\$ 20.48	67.99%
932-4360-54000	Special Dept	\$ -	\$ 9,158.42	\$ -	\$ (9,158.42)	0.00%
<b>Expense Total:</b>		<b>\$ 17,493.72</b>	<b>\$ 11,065.17</b>	<b>\$ -</b>	<b>\$ 6,428.55</b>	

**Fund: 933 - Gridley Sports Complex**

		Original Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
933-0000-56100	Struct. & Improve	\$ 2,000,000.00	\$ -	\$ -	\$ 2,000,000.00	100.00%
933-4320-53600	Professional Expense	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	100.00%
<b>Expense Total:</b>		<b>\$ 2,025,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,025,000.00</b>	



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

**Date:** November 4, 2024  
**To:** Mayor and City Council  
**From:** Elisa Arteaga, City Administrator  
**Subject:** Approval of Contract for Interim Planning Services

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

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**Recommendation**

It is recommended that the Gridley City Council approved the following:

1. Approve the Independent Contract Agreement for interim planning services with Don Rust
2. Authorize the City Administrator to amend contract (if necessary) CalPERS required verbiage, execute the final contract for planning services and assign task orders through said agreement.
3. Authorize the City Administrator, through an RFP process, bring forth Planning Consulting Services for consideration for major planning projects such as the General Plan Update.

**Background**

The City Council previously directed staff to change from consultants to in-house planning staff that would provide over the counter in person services. The City Administrator prepared the job description, and the position was advertised for several months. There was a formal letter of interest in filling the vacancy at an interim level (contract) by Don Rust. He brings many years of experience. Don Rust (currently retired) is interested in filling the vacancy as the interim city planner. Currently, the contract is under final review by CalPERS and staff anticipates there may be some minor verbiage changes imposed by CalPERS. The city attorney reviewed and redlined the agreement prior to forwarding for final review.

The role of the planning consultants provides special expertise to city planners, developers, and government agencies by advising and being a project facilitator, liaison between stakeholders which ensure smooth and collaborative planning process. The role of the city planner is essential in shaping cities, plays a critical role in shaping and guiding the development of areas in the city which promote orderly growth and sustainability. They conduct research and analysis on land use, housing needs, environmental concerns and consider infrastructure requirements to move forward with planning decisions and projects. They work collaboratively and engage the community, develop and update policy and coordinate development projects that improve the quality of life as well as support economic growth in the city. From time to time, planning staff will also assign major planning projects to planning consultants such as assessments, feasibility studies, development of land use and plans, preparation of planning applications and proposals for project management. Therefore, as a basis for having adequate services for planning department, staff is recommending also having on-call planning support by a firm chosen through an RFP process.

Staff is committed to continued support of planning and economic development in the city and is recommending Council approve the contract for planning services and authorize the City Administrator to sign necessary documents and further seek a planning consulting firm for major planning capital projects such as the General Plan Update. Approval of the contract will allow for Don Rust to transition

into the position of planning staff as soon as possible as there are currently projects to consider and timing is important for day-to-day operations and providing immediate over the counter services.

**Financial Impact**

The costs planning services has been considered as part of the FY 24/25 fiscal year budget. It is anticipated that the services being shifted from current planning consultant expense for services to the interim city planner should be within the budgetary guidelines. Staff will reassess in the midyear budget review.

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

This request aligns with the City's objective to facilitate sustainable, compliant, and community focused development projects as the overall planning staff play a pivotal role in guiding the strategic development of projects, bringing specialized knowledge that ensures projects are not only feasible and compliant but also beneficial to the community and sustainable for the future.

**Attachments**

Draft -Independent Contractor Agreement (Don Rust)

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between City of Gridley, a political subdivision of the State of California (“City”), and Donald Rust (“Consultant”).

### RECITALS:

A. City has determined that it is desirable to retain Consultant to provide professional land use planning and community development services; and

B. Consultant represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. Consultant represents that Consultant is an independently established consultant, that customarily provides services of the same nature as the services provided for City under this Agreement; and

D. Consultant represents that Consultant advertises these services to entities other than City; and

E. Consultant represents that Consultant maintains a separate business location and has all required business licenses and tax registration, if any, to perform services under this Agreement; and

F. The City desires to retain Consultant to perform the proposed services.

City and Consultant agrees as follows:

### AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, City retains Consultant to perform all the professional services described in Exhibit “A” which is attached hereto and incorporated herein by this reference which shall include land use planning and community development expertise. The specific services to be provided shall be identified in Task Orders which shall be submitted to Consultant for approval from time to time during the term of the Agreement. Consultant shall have thirty (30) days after receipt within which to accept or reject the Task Order. Acceptance of a Task Order shall be evidenced by Consultant signing and returning the Task Order to City. Such acceptance shall be deemed an amendment under Paragraph 24 of this Agreement.

2. Term. Services under this Agreement shall commence on \_\_\_\_\_, 2024, and shall continue until December 31, 2026, or until the agreement is terminated by either party in accordance with the provisions of this Agreement. Consultant shall

commence work within seven (7) days of receiving each Task Order and shall work diligently and in good faith to complete those services in an expeditious manner.

### 3. Compensation.

A. The total amount payable under this Agreement shall not exceed the sum of One Hundred-Ten Thousand Dollars (\$110,000.00) during the term of the Agreement. The City shall make no payment to Consultant in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the City shall have no liability to pay any further amounts whatsoever to Consultant or furnish any other consideration under this Agreement and Consultant shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the City shall have the option to either cancel this Agreement with no further liability incurring to the City, or offer an amendment to Consultant to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Consultant acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. City shall compensate Consultant for the services described in Paragraph 1 on a Time and Materials basis at the rates set forth in Section 4 of Exhibit A.

C. Each Task Order shall be in the form set forth in Exhibit "B" attached hereto and incorporated herein by this reference and shall contain a not-to-exceed amount for the services described therein. Consultant shall not perform out-of-scope or out-of-budget work without City's prior written approval. In no event shall the cumulative amount of all Task Orders exceed the amount of One Hundred-Ten Thousand Dollars (\$110,000.00) dollars unless approved by the Gridley City Council.

D. To the extent that Consultant is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the Gridley City Manager and shall be reimbursed in accordance with the City's reimbursement policy.

E. Consultant agrees to testify at City's request if litigation is brought against City in connection with Consultant's work. Unless the action is brought by Consultant or is based upon Consultant's negligence or intentional tortious conduct, City will compensate Consultant for the testimony at Consultant's hourly rate as provided in Section 4 of Exhibit "A".

4. Invoice and Payments. Consultant shall submit invoices for services rendered during the preceding month. Consultant shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The City shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

**If to the City:**

Elisa Arteaga, City ~~Manager~~[Administrator](#)  
685 Kentucky Street  
Gridley, CA 95948  
(530) 846-~~36315695~~ – Main  
(530) 846-3229 – Fax

**If to Consultant:**

Donald Rust  
PO Box 426  
Durham, CA 95938  
(530) 353-9996 - Cell

Notice shall be effective upon receipt.

6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Consultant is an independent contractor, and not the employee or agent of City for any purpose whatsoever. City shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by consultant herein. Consultant shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Consultant shall have no claim under this Agreement or otherwise against City for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that City shall not withhold from Consultant's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Consultant is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Consultant shall inform all

persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Consultant's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Consultant agrees to indemnify City and hold City harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which City may be assessed by such state or federal agency for failing to withhold from the compensation paid to Consultant under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Consultant's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

7. Authority of Consultant. It is understood that Consultant is to provide information, research, advice, recommendations, and consultation services to the City. Consultant shall possess no authority with respect to any City decision. The City is responsible for and shall make all governmental decisions related to work of Consultant.

8. Subcontracting and Assignment. Consultant shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of City.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Consultant, in both paper and original electronic program forms, shall become the property of the City as they are produced and shall be delivered to the City upon completion of services. Consultant may retain copies for its files and internal use, however, Consultant shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the City. Upon reasonable notice, City representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold



harmless the City, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). To the extent there is an obligation to indemnify under this paragraph; Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

#### 11. Insurance.

A. Insurance Requirements. Without limiting Consultant's indemnification of the City, Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Consultant, Consultant's agents, representatives, employees, and sub-consultants. At the very least, Consultant shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering this Agreement is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under this Agreement is begun. The consultant shall furnish to the City certificates of insurance. All certificates of insurance to be received and approved by the City before work under this Agreement has begun. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement. Consultant agrees to notify City within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the City. At the option of the City, either the Contractor shall reduce or eliminate such deductibles or self-insured retentions, with respect to the City, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through the United States domiciled carrier that meets the required Best's rating and that is listed in the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department

of Insurance. However, Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

B. Insurance Required:

(i) General liability: At least ~~\$500,000~~ \$1,000,000.00 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The Consultant or Consultant's insurance carrier shall notify City if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

(ii) Automobile Liability: At least ~~\$150,000~~ \$1,300,000.00 to cover bodily injury for one person and ~~\$1,300,000.00~~ \$1,300,000.00 for two or more persons, and ~~\$500,000~~ \$500,000 to cover property damages. However, policy limits for construction projects shall be at least ~~\$42,000,000~~ \$42,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Consultant to fulfill the requirements of this Agreement, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least ~~\$1,050,000.00~~ \$1,050,000.00 for bodily injury or disease.

(iv) Professional Liability Insurance: Professional liability insurance covering professional services shall be provided in an amount of at least ~~\$500,000~~ \$1,000,000.00 per occurrence or ~~\$100,000~~ \$100,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include City, its elected officials, officers, and employees as ~~an~~ an-additional insureds, and shall not be reduced or canceled without 30 days written prior notice delivered to City. Consultant shall provide City with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. If Consultant has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Consultant and Consultant's employees and partners.

All endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Consultant shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance

section and name Consultant as an additional insured on all such coverages. Evidence thereof shall be furnished as City may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.

## 12. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractors are engaged.

B. Consultant represents that it is professionally qualified to perform the services described herein; acknowledges that City is relying upon Consultant's qualifications to perform these services in a professional manner; and agrees that City's full or partial acceptance of any work does not release Consultant from its obligation to perform the services in accordance with this Agreement unless City expressly agrees otherwise in writing.

C. Consultant shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

## 13. Responsibility of Consultant.

A. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its consultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the City shall not be deemed to constitute acceptance or waiver by the City of any error or omission as to such work.

B. Consultant shall coordinate the activities of all sub-consultants and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. City shall promptly notify Consultant of any defect in Consultant's performance. Consultant shall coordinate and cooperate with City's other department heads and/or other professional consultants (eg: Engineering; Public Works; Finance; Administration; Legal; Electrical Utility; Public Safety; Auditors; etc.) as necessary in furtherance of the discharge of Consultant's professional responsibilities under this Agreement.

14. Audit. The following audit requirements apply from the effective date of this Agreement until three years after City's final payment:

A. Consultant shall allow City's authorized representatives' reasonable access during normal business hours to inspect, audit, and copy Consultant's records as needed to evaluate and verify any invoices, payments, and claims that Consultant submits to City or that any payee of Consultant submits to Consultant in connection with

this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-consultant files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. City and Consultant shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs. This section shall survive the expiration or termination of this Agreement.

15. Publication of Documents and Data. Consultant may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the City. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the City or Consultant.

16. Employment Practices. Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. ~~Agreements exceeding the monetary limits delegated to the Purchasing Agent, or any authorized deputy, are not valid unless duly executed by the Gridley City Council. If this Agreement was executed for the City by the Purchasing Agent, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty thousand dollars (\$50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the City Purchasing Agent.~~

18. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of ButteCity.

19. Compliance With Law. Consultant shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. Prevailing Wages. To the extent that any of the work performed under this Agreement is a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Consultant shall cause all such work, as applicable, to be performed as a "public work" in compliance with

California prevailing wage laws. In the event Consultant fails to do so, Consultant shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

21. Conflict With Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations of the State of California and those of the United States. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

25. Entire Agreement. This Agreement constitutes the entire Agreement between the parties for the provision of services to City by Consultant and supersedes all prior oral and written agreements and communications.

26. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

28. Counterparts/Electronic, Facsimile, and PDF Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transaction Act (“CUETA”) Cal. Civ Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic

signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signatures means an electronic identifier, created by the computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signature or signatures transmitted via pdf document shall be treated as originals for all purposes.

CITY OF GRIDLEY

CONSULTANT

ELISA ARTEGAGA, City  
Manager  
Administartor

DONALD RUST

DATE:

DATE:

## EXHIBIT A

I, Donald Rust, offer a wide scope of services in the fields of land use development, community and economic development and land use planning. As a consultant, I help agencies coordinate the efforts of developers, engineers, other consultants and the public in the understanding of the governmental regulations associated with development proposals and projects, entitlements and permits associated with land development and land use planning.

I have strong technical and business qualifications with an impressive 44 years of hands-on experience in the fields of land use management, land use planning, community and economic development, project management, customer service, and city and county administration. I have the proven ability to successfully provide management and leadership to diverse teams of professionals, analyze an organization's critical needs, identify deficiencies, and potential opportunities.

I have prepared annual budgets, developed innovative and cost-effective solutions for governmental operations with the goal of increasing revenues, controlling internal and external costs, and improving the delivery of services.

### Fee Schedule

*Effective July 1, 2024 to June 30, 2025*

Land Use Planner – Principal	\$175.00
Land Use Planner – Senior	\$150.00
Word Processing	\$75.00
Computer Data Entry	\$60.00

*All hourly rates include salaries, benefits, required insurance coverages, local travel and miscellaneous office expenses. Should the scope of work change, or circumstances arise that necessitate special handling, I will notify the City prior to processing.*

## EXHIBIT B

### TASK ORDER

No. \_\_\_\_\_

In accordance with the Independent Contractor Agreement between City of Gridley, a political subdivision of the State of California ("City"), and Donald Rust ("Consultant") dated \_\_\_\_\_, Consultant agrees to complete the scope of work defined below according to the schedule and budget defined herein. The Independent Contractor Agreement between City of Gridley and Donald Rust dated \_\_\_\_\_, is incorporated herein by this reference.

SCOPE OF WORK: Consultant shall provide the following professional services:

- Participate in the coordination and recommendations to the City in the processing of the Gridley General Plan and zoning code updates. (*City to hire a separate contractor to develop and implement the general plan and zoning code updates.*)
- Review, evaluate and make recommendations regarding the City's permit counter services and existing deficiencies, two (2) per week for up to 60 calendar days, as coordinated with the City.
- Review, evaluate and make recommendations regarding the City's permit application process, and if necessary, revise existing, or develop a new, application review procedure with a defined public noticing process and implementation of a development review committee, an ordinance and polices.
- Provide any additional land use planning and community development services as requested by the City through a new Task Order.
- Receive direction from the City Manager/City Planner, as necessary.

#### BUDGET:

The cost for Consultant's services described herein shall not exceed \$110,000 One Hundred-Ten Thousand Dollars per fiscal year. If this amount causes the total aggregate amount of all Task Orders issued under this Agreement to exceed One Hundred-Ten Thousand Dollars (\$110,000.00) dollars, this Task Order shall be void as to any amount over One Hundred-Ten Thousand Dollars (\$110,000.00) dollars unless authorized by the Gridley City Council.

#### COMPENSATION:

Compensation shall be in accordance with the provisions of the Independent Contractor Agreement between City and Donald Rust dated \_\_\_\_\_, and the fee schedule attached thereto as Exhibit "A". The compensation limit for services performed under this task order shall not exceed the budget amount set forth above. If additional



funds are required to complete the services defined herein beyond this limit, Consultant shall notify City in writing prior to reaching the authorized limit and will not proceed with work in excess of the limit without the prior written approval of City.

SCHEDULE:

All work described herein shall be completed and, if applicable, delivered to the City by the following date: December 31, 2026.

INSURANCE:

Consultant confirms that the insurance coverage required by the Independent Contractor Agreement between City of Gridley and Donald Rust dated                     , is still in full force and effect.

CITY OF GRIDLEY

CONSULTANT

\_\_\_\_\_  
ELISA ARTEGAGA, City  
Manager/Administrator

\_\_\_\_\_  
DONALD RUST

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
DATE: