

Gridley City Council – Regular City Council Meeting Agenda

Monday, February 1, 2021; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

Notice of Temporary City Council Meeting Procedures

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Act, Governor Gavin Newsom’s Emergency Declaration related to COVID-19, and Governor Newsom’s Executive Order N-29-20 issued March 17, 2020 that allows attendance by City Council, City staff and the public to participate and conduct the meeting by teleconference and to participate in the meeting to the same extent as if they were present. Comments from the public on agenda items will be accepted until 4 pm on February 1, 2021, via email to jmolinari@gridley.ca.us or via the payment/document drop box at Gridley City Hall and will be conveyed to the Council for consideration. The Mayor and Council appreciate the public’s adaptation and patience during this crisis.

You may attend via teleconference:

- Dial 1-888-204-5987
- Enter the Access Code 5767603#

CALL TO ORDER - Mayor Johnson

ROLL CALL - Recording Secretary

PLEDGE OF ALLEGIANCE – J Angel Calderon

INVOCATION - None

PROCLAMATIONS - None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES - None

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

CONSENT AGENDA

1. City Council Minutes dated January 19, 2021

ITEMS FOR COUNCIL CONSIDERATION

2. Adoption of Resolution No. 2021-R-001: A Resolution of the City Council of the City of Gridley Authorizing and Designating City Representatives to Vote the City's Interests in Governance Agreements Associated with City's Participation in Programs, Projects, and Services as a Member of the Northern California Power Agency
3. Adoption of Resolution No. 2021-R-002: A Resolution of The City Council of The City of Gridley Approving Application for Statewide Park Development and Community Revitalization Program Grant Funds
4. Verbal Update on Current and Upcoming Projects by City Engineer, Dave Harden
5. Resolution No. 2021-R-003: A Resolution Authorizing the Acting City Administrator to Execute Agreements and Contracts on Behalf of the City Council of the City of Gridley Related to the Appraisal and Offer to Purchase Real Estate for the Purpose of Expanding the City of Gridley Public Works Corporation Yard Located at 235 Virginia Street (010-123-010)
6. Approval of Resolution No. 2021-R-004: A Resolution Authorizing the Acting City Administrator to Execute A Subdivision Improvement Agreement Between Gridley 17 LLC and the City of Gridley for "The Villages at Eagle Meadows, TSM 2-19" APN 010-270-120

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

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

Edler Estates Pre-Application	2/16/2021
Bernard Rezone	2/16/2021
Sphere of Influence Update	2/16/2021
Introduction General Plan/Prezone/Annexation for north 400 ac.	3/1/2021
Approval of Mid-Year Budget Adjustments	3/1/2021

CLOSED SESSION - None

ADJOURNMENT – adjourning to a Regular meeting on February 16, 2021.

NOTE 1: POSTING OF AGENDA- This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., January 29, 2021. This agenda along with all attachments is available for public viewing online at www.gridley.ca.us and at the Administration Counter in City Hall, 685 Kentucky Street, Gridley, CA.

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

Gridley City Council – Regular City Council Meeting Minutes

Tuesday, January 19, 2021; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

Notice of Temporary City Council Meeting Procedures

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Act, Governor Gavin Newsom’s Emergency Declaration related to COVID-19, and Governor Newsom’s Executive Order N-29-20 issued March 17, 2020 that allows attendance by City Council, City staff and the public to participate and conduct the meeting by teleconference and to participate in the meeting to the same extent as if they were present. Comments from the public on agenda items will be accepted until 2 pm on January 19th, via email to jmolinari@gridley.ca.us or via the payment/document drop box at Gridley City Hall and will be conveyed to the Council for consideration. The Mayor and Council appreciate the public’s adaptation and patience during this crisis.

You may attend via teleconference:

- Dial 1-888-204-5987
 - Enter the Access Code 5767603#
-

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:00 pm

ROLL CALL

Council Members

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

Staff present:

Rodney Harr, Police Chief/Interim City Administrator
Tony Galyean, City Attorney
Danny Howard, Electric Utility Director
Ross Pippitt, Public Works Director
Ruben Quihuiz, Lieutenant

PLEDGE OF ALLEGIANCE

Council Member Sanchez led the Pledge of Allegiance

INVOCATION - None

PROCLAMATIONS - None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES - None

COMMUNITY PARTICIPATION FORUM

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

CONSENT AGENDA

1. December 7th and 17th, 2020 City Council Minutes
2. Gridley Electric Utility Renewable Energy Resources Procurement and Enforcement Plan
3. Illness & Injury Prevention Plan (IIPP) and Covid19 Insert

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

ROLL CALL VOTE

Ayes: Calderon, Johnson, Torres, Farr, Sanchez

Motion passed, 5-0

ITEMS FOR COUNCIL CONSIDERATION

4. Council Committee Assignments

After discussion, motion by Council member Torres and seconded by Vice Mayor Farr to approve the assignments as presented with the following amendments: Council Member Calderon replaces Vice Mayor Farr on Butte County Solid Waste JPA and Local Agency Task Force; Council member Calderon replaces Council member Sanchez on Hospital JPA.

ROLL CALL VOTE:

Ayes: Johnson, Farr, Torres, Sanchez, Calderon

Motion passed, 5-0

5. Approval of City Administrator Recruitment Brochure and Ad

Attorney Tony Galyean reviewed the staff report. With no discussion, motion to approve item #5 by Council member Calderon, seconded by Council member Torres

ROLL CALL VOTE

Ayes: Johnson, Farr, Torres, Sanchez, Calderon

Motion passed, 5-0

CITY STAFF AND COUNCIL COMMITTEE REPORTS

Council member Torres reported on his meeting with the Chamber of Commerce and the upcoming 'Restaurant Week'. Mayor Johnson reported on his meeting with Butte County Mosquito and Vector Control District.

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

Prop 68 Parks Grant Application	2/1/2021
Edler Estates Pre-Application	2/16/2021
Bernard Rezone	2/16/2021
Sphere of Influence Update	2/16/2021
Introduction General Plan/Prezone/Annexation for north 400 ac.	3/1/2021
Approval of Mid-Year Budget Adjustments	3/1/2021

CLOSED SESSION

6. Closed Session to confer with legal counsel on exiting litigation: "Michael Libby vs. City of Gridley, Gridley Police Dept, et al., United States District Court for the Eastern District of California, Case No. 2:21 – CV-000017-JAM-AC".

Council went into closed session at 7:00 pm and came out at 7:15 pm with no reportable action.

ADJOURNMENT

With no further items for discussion, Council adjourned at 7:15 pm to the next regular meeting on February 1, 2021.

Rodney Harr, Interim City Clerk

City Council Agenda Item #2
Staff Report

Date: February 1, 2021

To: Mayor and City Council

From: Rodney Harr, Interim City Administrator/Police Chief

Subject: Adoption of Resolution No. 2021-R-001: A Resolution of the City Council of the City of Gridley Authorizing and Designating City Representatives to Vote the City's Interests in Governance Agreements Associated with City's Participation in Programs, Projects, and Services as a Member of the Northern California Power Agency

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully requests the City Council consider and approve the attached resolution effective May 1, 2021 designating Catalina Sanchez as the City's Primary Representative to the NCPA Commission and other various NCPA committees. The new City Administrator will also assume several NCPA Committee duties.

Background

The purpose of this recommendation is to ensure that the City of Gridley meet its long-term obligations as a member of the NCPA. This recommended action will not result in authority being granted to Councilmembers or the City staff to make decisions or take action binding the City to individual actions apart from the broader efforts of the NCPA, such as the individual purchase of new power at the Lodi Energy Center.

Financial Impact

There are no direct costs associated with this effort.

Compliance with the City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing efforts to provide cost effective electrical services that are fully transparent and compliant with all legal standards.

Attachment:

Resolution No. 2021-R-001 Appointing Representatives to the NCPA

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY AUTHORIZING AND
DESIGNATING CITY REPRESENTATIVES TO VOTE THE CITY'S INTERESTS IN GOVERNANCE
AGREEMENTS ASSOCIATED WITH CITY'S PARTICIPATION IN PROGRAMS, PROJECTS AND
SERVICES AS A MEMBER OF THE NORTHERN CALIFORNIA POWER AGENCY**

WHEREAS, (1) the City joined the Northern California Power Agency, hereinafter referred to as NCPA, in order to facilitate the City's acquisition of electrical power that is required to meet the electrical needs of residents and businesses within the City of Gridley; and

WHEREAS, (2) the City became a member of the NCPA by executing the NCPA Joint Powers Agreement on July 19, 1968, and has subsequently executed the Amended and Restated Northern California Power Agency Joint Powers Agreement, hereinafter referred to as the JPA, with an effective date of January 1, 2008, as supplemented from time-to-time; and

WHEREAS, (3) the JPA provides that each party to the JPA shall be a "Member" of NCPA and appoint its designated representative to the Commission; and

WHEREAS, (4) NCPA Bylaws, as authorized pursuant to JPA Article II, specify that:

- a) NCPA is governed by a Commission, composed of one (1) voting representative of each of the Members. Each Member of the Agency may also appoint one or more alternate Commissioners to act in the absence of that Member's Commissioner.
- b) The clerk or secretary of the board of each Member shall be responsible for advising the Secretary, in writing, of:
 - a. The identity of the Member's appointee to the Commission
 - b. The identity of any alternate Commissioner
 - c. The priority of such alternate Commissioner if more than one such alternate is appointed; and

WHEREAS, (5) the City has entered into a number of programs, project and service agreements through its Membership at NCPA to further facilitate the acquisition and delivery of electric power to support the provision municipal services to its residents and businesses, including:

- a) Lodi Energy Center Power Sales Agreement
- b) Lodi Energy Center Project Management and Operations Agreement
- c) Power Management and Administrative Services Agreement
- d) Amended and Restated Schedule Coordination Program Agreement
- e) Amended and Restated Facilities Agreement
- f) Second Amended and Restated Pooling Agreement
- g) Single Member Service Agreement
- h) Natural Gas Program Agreement
- i) Amended and Restated Market Purchase Program Agreement
- j) Legislative and Regulatory Affairs Program Agreement; and

WHEREAS, (6), each of the program and project agreements described above require the City to designate a representative that is authorized to direct NCPA to take actions on the City's behalf and obligate the City to pay for any actions taken by NCPA on the City's behalf; and

WHEREAS, (7) the Lodi Power Sales Agreement and Lodi Energy Center Project Management and Operations Agreement provide for the establishment of a Participants Committee, hereinafter referred to as the PPC, consisting of one member from each of the project participants, who are entitled to cast one vote on matters to which a majority of Participants is used to determine approval of matters relating to the Lodi Energy Center; and

WHEREAS, (8) Participants on the PPC are required to promptly give notice in writing to the other Participants and NCPA of any changes in the designation of its representative(s), including any change in its voting representative, on any committee or subcommittee; and

WHEREAS, (9) Signatories to the Power Management and Administrative Services agreement and Amended and Restated Schedule Coordination Agreement, hereinafter referred to as the PMASA and SCPA respectively, are entitled to cast one vote on matters pertaining to these Agreements, where such votes will be taken at meetings of the NCPA Commission through duly appointed Commissioners or Alternate Commissioners of each Member; and

WHEREAS, (10) the City has executed the Amended and Restated Facilities Agreement, herein after referred to as the FA, where the FA provides for the creation of a technical working group, known as the Facilities Committee that provides advisory recommendations to the NCPA Commission on matters associated with NCPA project operations, maintenance and budgets, including matters associated with the PMASA and SCPA; and

WHEREAS, (11) Each signatory to the FA is entitled to identify a Primary Representative and Alternate Representatives by written notice from a Participant's Commissioner, or their designee who will vote on matters pertaining to the FA at meetings held in accordance with the Ralph M. Brown Act; and

WHEREAS, (12) the City has executed the Second Amended and Restated Pooling Agreement, herein after referred to as the PA, where the PA provides the means and methods for joint resource planning, load forecasting, power pool purchases and centralized scheduling, dispatch and settlement activities; and

WHEREAS, (13) No formal designation is needed to participate on the Pooling Committee, but may be helpful to ensure notice is provided to the proper City representatives; and

WHEREAS, (14) the City has executed the Single Member Service Agreement, hereinafter referred to as the SMSA, which enables NCPA to enter into Power, Gas, and Financial transactions on behalf of the City, along with advisory, agency and pooled subscription services; and

WHEREAS, (15) the SMSA specifies that the Member by resolution or Member's manager with written delegated authority will delegate to NCPA all of the Member's governing

body's authority to enter into a Transaction with the delegation to NCPA confirming an Agency Service or Power Procurement Service for such Transaction; and

WHEREAS, (16) the City has executed the Amended and Restated Market Purchase Program Agreement, and the Natural Gas Program Agreement, hereinafter referred to as the MPP, and NGP respectively, which enables NCPA, on behalf of the Participants to engage in Contract Transactions to purchase and sell Energy, Resource Adequacy Capacity, Renewable Energy Credits, Greenhouse Gas Compliance Instruments, and Physical Option Products for the benefit of the Participant's customers; and

WHEREAS, (17) all transactions executed under the MPP and/or the NGP by NCPA on a Participant's behalf require a pre-authorization form executed by a duly authorized Participant Designated Representative, where the MPP and NGP provide that the Designated Representative of each Participant is the Participants Utility Director, and that an employee other than the Utility Director may be designated by resolution of the Participant's governing body; and

WHEREAS, (18) participate in activities of and entitled to cast one vote on matters related to a project, activity, budget, or initiative under the Legislative and Regulatory Affairs Program Agreement; and

WHEREAS, (19) the City desires to update its authorized and designated representatives to reflect updates to the City's staffing and organizational structure; and

WHEREAS, (20) the City wishes to appoint a representative(s) to act as the City's Commissioner on the NCPA Commission; to identify City representatives to participate on various NCPA committee's established to support the delivery of project and program services to members, and to authorize transactions that NCPA may enter into on the City's behalf that are necessary to deliver electric power to support the provision of municipal services to its residents and businesses; and

NOW, THEREFORE BE IT RESOLVED that the Gridley City Council hereby takes the following actions:

RESOLVED, (a) the City Council of the City of Gridley (CITY) confirms the following individuals as Commissioner and Alternate Commissioner on the NCPA Commission effective May 1, 2021:

Commissioner – Catalina Sanchez

First Alternate Commissioner – Zachary Torres

RESOLVED, (b) the CITY confirms the following individuals as the voting representatives on the LEC Project Participant Committee:

Voting Representative – Catalina Sanchez

First Alternate – Zachary Torres

RESOLVED, (c) the CITY confirms the following individuals as the voting representative on the Legislative and Regulatory Affairs Committee:

Voting Representative – Catalina Sanchez

Alternate Voting Representative – Zachary Torres

RESOLVED, (d) the CITY confirms the following individuals as the voting representative on the NCPA Facilities Committee:

Voting Representative – Catalina Sanchez

RESOLVED, (e) the CITY confirms the following individuals to receive notice regarding City's participation on the Pooling Committee:

Representative – Catalina Sanchez

RESOLVED, (f) the CITY delegates CITY Authority to enter into Transactions through delegations to NCPA confirming an Agency Service or Power Procurement service, pursuant to section 11.2 of the SMSA to:

Authorized Representative(s) – City Administrator

RESOLVED, (g) the City delegates Board Authority to execute Participant Authorizations directing NCPA to engage in Contract Transactions to purchase and sell Energy, Natural Gas, Resource Adequacy Capacity, Renewable Energy Credits, Greenhouse Gas Compliance Instruments, and Physical Option Products for the benefit of the Participant's customers, in accordance with the provisions of the MPP and NGP and appoints the following individual(s) as its Designated Representative(s) pursuant to section 1.1.2.6 of the MPP and 1.1.15 of the NGP:

Designated Representative(s) – City Administrator

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Gridley at a regular meeting held on February 1, 2021, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ATTEST

APPROVE

Rodney Harr, Interim City Clerk

Bruce Johnson, Mayor

City Council Agenda Item #3
Staff Report

Date: February 1, 2021

To: Mayor and City Council

From: Rodney Harr

Subject: Adoption of Resolution No. 2021-R-002: A Resolution of The City Council of The City of Gridley Approving Application for Statewide Park Development and Community Revitalization Program Grant Funds

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully recommends that the Mayor and City Council approve and adopt Resolution Approving the submittal of the Application for the **Statewide Park Development and Community Revitalization Program – Round Four** Grant Funds for the Manual Vierra Park Revitalization Project.

Background

The Statewide Park Development and Community Revitalization Program is a competitive grant program to assist Disadvantage Communities develop and improve parks. Round 4 is the last Round of funding for this program under the Prop 68 funding.

City Staff is working on a Revitalization Masterplan for Manual Vierra Park to submit a grant application for a project that will include:

- ADA compliance and accessibility
- Parking lot improvements
- ADA playground improvements
- New restrooms
- Picnic and BBQ area improvements
- Splashpad improvements
- Futsal court
- Baseball fencing
- Benches and tables
- Amphitheater
- Multi-use path and sidewalk
- Lighting
- Tadpole Hill improvements
- New concession stand

Financial Impact – Up front cost for planning and grant application used park CIP funds. Upfront cost may be reimbursable if grant is awarded to the City. The total grant funding requested is approximately \$4,800,000 (may be updated at Monday's meeting).

Compliance with City Council Strategic Plan or Budget Goals

The City Council and City staff are committed to providing effective leadership while providing quality cost-effective local government services.

Attachments –

1. Resolution 2021-R-002
2. Grant Administration Guide Complete Grant Programs September 2020
3. Manuel Vierra Park Improvements Presentation

4. Manuel Vierra Park - Masterplan Map

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPROVING APPLICATION FOR
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the filing of an application for the Manual Vierra Park Revitalization project; and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to City Administrator to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

I HEREBY CERTIFY that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on February 1, 2021 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

Rodney Harr, City Clerk

Bruce Johnson, Mayor

**Grant Administration Guide
for the**

**California Drought, Water, Parks, Climate, Coastal Protection,
and Outdoor Access for All Act of 2018**

COMPETITIVE GRANT PROGRAMS

September 2020



**State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)**

"Creating Community through People, Parks, and Programs"

Send correspondence to:

Street Address for Overnight Mail:
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

Phone: (916) 653-7423

Website: <http://www.parks.ca.gov/grants>

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Community Engagement Division Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services Mission

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, legislative members, and department employees.

TABLE OF CONTENTS

GRANT PROCESS.....	2
Projects Involving Acquisition.....	3
Eligible Acquisition Costs	3
Development Projects	4
Eligible Development Costs	4
Funding Sources Form.....	6
CEQA Compliance Certification	7
SPECIAL REQUIREMENTS.....	8
Greenhouse Gas Emissions Reduction and Carbon Sequestration.....	8
Status Report	9
Bond Act Sign	11
Deed Restriction	12
Three-Bid Process	16
Fidelity Bond	17
GRANT PAYMENTS	18
Rural Recreation Tourism Match	19
Payment Request Form	21
Grant Expenditure Form.....	22
Project Completion Packet.....	23
COMPETITIVE GRANT PROGRAM CONTRACT	28
ACCOUNTING AND AUDITS.....	35
Accounting Requirements	35
Audit Checklist	36
Definitions	37

Words and terms shown in SMALL CAPS are found in the definitions section.

Background

This guide provides grant administration procedures and requirements for competitive projects funded by Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access For All Act of 2018. OGALS retains the right to waive requirements not mandated by statute.

Grant Process

1. Applicants receive a letter from OGALS indicating an application has been selected for funding.
2. Applicants attend a mandatory grant administration workshop.
3. If applicable, applicant fulfills any unmet application requirements.
4. OGALS sends a contract to the applicant:
 - a. The CONTRACT section, beginning on page 28, includes a sample contract.
 - b. The applicant returns the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS within 60 days of receipt.
 - c. OGALS returns a copy of the fully executed contract, at which point the applicant becomes a GRANTEE.
5. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for ELIGIBLE COSTS. The GRANT payments section, beginning on page 18, provides payment request instructions and forms.
 - The GRANTEE completes PROJECT no later than December 31, of the year before the GRANT liquidation date as shown on the contract.
 - The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS no later than March 31, of the year the GRANT liquidates.
 - OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
6. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 35, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Projects Involving Acquisition

Acquisition Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., are considered pre-construction costs, which are limited to 25% of the GRANT.
3. The GRANTEE must record a deed restriction on the property after the acquisition is complete.
4. GRANTEE must provide title insurance.

Acquisition Documentation

For each parcel to be acquired, submit the following documents:

1. An appraisal conducted within the last twelve months.
2. A separate letter from an independent third party, AG-rated appraiser, certified by the California Office of Real Estate Appraisers, stating the appraisal was reviewed, and was completed using acceptable methods.

For easement acquisitions, in addition to the requirements above, provide:

3. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

4. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §§7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules for more information (page 35)
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs – Cannot be charged to the GRANT

- Costs incurred outside the GRANT performance period
- Cost for land acquired through eminent domain or condemnation
- Acquisitions where purchase price is greater than appraised value
- Costs to fulfill any mitigation requirements imposed by law (PRC §80020)

Development Projects

Development Project Rules

1. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
2. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
3. PRE-CONSTRUCTION COSTS may not exceed 25% of the GRANT.
4. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – up to 25% of GRANT; incurred prior to groundbreaking as determined by the grantee

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- Financing
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the grant; incurred after groundbreaking

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management, including site inspections and PROJECT administration
- Miscellaneous – other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- Financing
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- PRE-CONSTRUCTION COSTS that exceed 25% of the GRANT
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Construction costs incurred outside of the park boundaries
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE’S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Repairs – activities performed to a section of a structure that are intended to allow the continued use
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure
- Fundraising and grant writing

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee’s actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee’s time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE’S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers’ compensation.
- Overtime costs may be allowed under the GRANTEE’S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

If claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet in advance for OGALS review to confirm these accounting practices are being followed.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources Form

GRANTEE:

PROJECT Name:

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, *or*
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is \$100,000 towards construction of a \$500,000 park, the SCOPE can be the \$500,000 park, or a \$100,000 element of the park, such as a playground, that can be complete and open to the public.

- ☐ The PROJECT will be entirely funded by the GRANT, *or*
- ☐ The PROJECT requires funds in excess of the GRANT:
 - ☐ The SCOPE is the same as the scope of the larger project, *or*
 - ☐ The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: \$

Anticipated completion date:

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
SPP/State of California	July 1, 2019	\$
		\$
		\$

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CEQA Compliance Certification

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? ☐Yes ☐No Is completing CEQA a PROJECT SCOPE item? ☐Yes ☐No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed

- ☐ Notice of Exemption (attach recorded copy if filed)
☐ Notice of Determination (attach recorded copy if filed)
☐ Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ()	Email:

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

Special Requirements

- Greenhouse Gas Emissions Reduction and Carbon Sequestration
- Status Reports (page 9)
- Bond Act Sign (page 11)
- Deed Restriction (page 12)
- For non-profit GRANTEES: Three bid process (page 16) and Fidelity Bond (page 17)

Greenhouse Gas Emissions Reduction and Carbon Sequestration.¹

If your PROJECT involves tree planting, follow the instructions below and submit with the PROJECT COMPLETION PACKET.

Before getting started, gather the following PROJECT information:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree's growing conditions

Getting started:

1. Navigate to the [i-Tree site](https://planting.itreetools.org) at <https://planting.itreetools.org> and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters²:
 - “Electricity emissions factor” enter 285 and select kilograms
 - “Fuel emissions factor” enter 53.1 and select kilograms
 - “Years for the project” is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
 - “Tree mortality” enter 0
4. Tree Planting Configurations
 - Enter the tree groups for the project; create a new group for each new species or for each new location.
 - Species – select the species; add multiple species by creating new groups.
 - DBH – tree diameter four feet above the ground at time of planting.
 - Distance to nearest tree – select from drop down menu
 - Tree is (north, south, east or west) of Building – select the direction the tree is located to the nearest climate controlled building.

¹ PRC §80001(b)(7)

² Project parameters are from the California Air Resources Board’s “Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program.”

- Climate controls – select the type of climate controls the nearby building has installed. If a tree is more than 60 feet away from a climate controlled building, select “none.”
- Condition – select the overall health of the trees at the time of planting.
- Exposure to sunlight – select the amount of sun that reaches the tree, based on its surroundings.
- Number of trees – enter the number of trees that are the same species and the same characteristics (e.g. distance to building, location in respect to building, exposure to sunlight, etc.) If some of these characteristics change, multiple lines of the same species should be input into the tool.

Once all the groups are entered, click next

5. Print the report in landscape mode, and submit it to OGALS.

Status Report

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue. See sample on following page.

Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:

Project Number:

Project Name:

Project Scope:

Project Phase: ☐ Pre-Construction/Pre-Acquisition ☐ Acquisition and/or Construction

When will you submit your next payment request?

For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

Is the project: On Time? yes/no Within Budget? yes/no Within Scope? yes/no If no, explain:

Describe grant-funded work completed since last status report submitted on (DATE):

Are CCC or certified local corps working on this project? Yes/No

Provide photos showing work completed since (DATE)

Describe grant-funded work expected to be completed by (MailDate + 6 mos)

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between 7/1/20 and 6/30/21	Between 7/1/21 and 12/31/21	Between 1/1/22 and 6/30/22	Between 7/1/22 and 12/30/22	Between 1/1/23 and 6/30/23	Between 7/1/23 and 12/30/23	After 1/1/24
\$	\$	\$	\$	\$	\$	\$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

(*Certification to above information requires a signature by a person authorized in the resolution)

Bond Act Sign

A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the project must be installed during construction and at completion (PRC §80001(b)(3)). If appropriate, the same sign can be used during construction and completion.

Sign requirements

The sign must be available during construction, at the final inspection of the PROJECT, and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

Sign Language

All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Armando Quintero, Director, California Department of Parks and Recreation

Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must display the Parks and Water Bond Act logo (shown on the cover of this guide). Display the logo to maximize visibility and durability. [Download the logo](https://resources.ca.gov/grants/Grant-Program-Resources) at <https://resources.ca.gov/grants/Grant-Program-Resources>, click on the logo artwork section. Each edge of the logo must be a minimum of 24" x 24". Exceptions may be approved, when appropriate, at OGALS' discretion.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti.

Sign Cost

The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

Appropriateness of Signs

For projects where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

State Approval

GRANTEE shall submit the proposed number, locations, size, and language of signs for preliminary review. Final payments will not be processed until post completion signage has been approved and installed.

Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments except an advance into escrow and pre-acquisition costs. A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

Deed Restriction Instructions

Before filing the Deed Restriction, the GRANTEE must own the PROJECT land, and have an encumbered CONTRACT for the GRANT amount.

The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:

1. Add ownership information to **Paragraph I of the Deed Restriction:** [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*

2. *Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:*

Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)" and include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,

Exhibit B: Label this attachment "Exhibit B (Grant CONTRACT)" and include a complete copy of the Grant CONTRACT and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.

3. *Notarize it:* Take 3 copies of the following documents to a notary. OGALS recommends submitting these documents to the PROJECT OFFICER for review prior to notarizing.

- Unsigned and undated Deed Restriction
- Exhibit A (Legal Description of Property)
- Exhibit B (Grant CONTRACT)

The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).

4. *Record it:* Take 3 copies of the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.

5. *Send it:* Make sure to send a copy of the notarized and recorded Deed Restriction, Exhibit A, and Exhibit B to the OGALS Project Officer.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: [Project Officer]

DEED RESTRICTION

I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Program for improvements on the Property; and

IV. WHEREAS, on (enter date), DPR's Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Competitive Grant Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).

2. TAXES AND ASSESMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.I of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

AUTHORIZED REPRESENTATIVE Signature Date

Print/type name and title of above

Business Name (if property is owned by a business):

Additional signature, if required Date

Print/type name and title of above

Three-Bid Process

(For nonprofit GRANTEES only)

1. Nonprofit GRANTEES must attempt to obtain three bids before awarding a contract on a GRANT-funded project for services greater than \$5,000 and for construction work greater than \$25,000.
 - Bid description must include the requirement to comply with §1771.5 of the State Labor Code.
 - Bid description must include all required project elements based on the original competitive application - Project Selection Criteria proposal, Grant Scope/Cost Estimate Form, and concept level site plan.
2. Nonprofit GRANTEE provides each bidder (potential contractor) the same written invitation for bid describing the project work to be performed based on “Best value” (determined by price, quality of materials, equipment, and workmanship), and the required project elements based on the original competitive application.
 - By signing the GRANT CONTRACT, the nonprofit GRANTEE agreed to meet the specific objectives as described in the competitive Project Selection Criteria proposal.
3. Solicit bids by contacting at least three potential contractors or by invitation for bids advertising, or a combination of both methods.
4. The nonprofit GRANTEE’s Board of Directors evaluates the bids to determine which contractor will provide the best value and will meet project requirements. The evaluation process must ensure no conflict of interest between the contractor and the nonprofit GRANTEE’s Board of Directors. The nonprofit GRANTEE’s Board of Directors need not necessarily accept the lowest bid, but a reasonable justification for the decision must be recorded in writing.
5. The Board of Directors selects a contractor and awards a contract.
6. For audit purposes, the nonprofit GRANTEE keeps records of steps 1 – 5 above.

Waiver of Three-bid Requirement

To request a waiver of the three-bid process requirement, the non-profit GRANTEE must send a written request to the Project Officer assigned to the grant project and explain why a waiver is required.

- The waiver request may include “sole source” factors where only one contractor has the expertise to deliver the work.
- The waiver request may also include “public good” or other required factors that may be based on the Project Selection Criteria proposal in the competitive APPLICATION. For example, the Project Selection Criteria proposal may require the hiring of conservation corps.

Fidelity Bond

(For nonprofit GRANTEES only)

Nonprofit GRANTEES must provide a copy of a current fidelity bond policy to their PROJECT OFFICERS before any payment requests can be approved by OGALS.

The premium cost for a fidelity bond is an ELIGIBLE COST.

A fidelity bond provides insurance covering fraudulent acts of GRANTEES' employees, volunteers, officers, and directors. The nonprofit is the party insured. DPR must be named as a Third Party Loss Payee, i.e., the same as a bank on a car loan or a mortgage company on a home loan. The DPR address is: State of California, Dept. of Parks and Recreation, P.O. Box 942896, Sacramento, CA 94296-0001, Attn: Office of Grants and Local Services.

Coverage must be equal to or greater than the GRANT amount. If the GRANTEE'S existing coverage is lower than the GRANT amount, the GRANTEE needs to amend the coverage to equal or exceed the GRANT amount. Fidelity bond insurance must be kept current for at least six months after the date of the final GRANT payment.

GRANTEES may obtain the fidelity bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company. These sources are listed in the yellow pages or internet. A list of fidelity bond frequently asked questions is available on the [OGALS web site](http://www.parks.ca.gov/grants) at www.parks.ca.gov/grants.

Grant Payments

Payments may be requested from OGALS once a PROJECT is approved and the CONTRACT is encumbered. Payment requests are processed through the State Controller's Office and are mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

OGALS may withhold payment if the GRANTEE has outstanding issues, such as:

- breach of any other contract with OGALS
- an unresolved audit exception
- an outstanding conversion
- park sites closed or inadequately maintained
- overdue Project Status Reports
- other unmet grant requirements

Payment Rules

1. Payment requests prior to groundbreaking are limited to 25% of the PROJECT amount, unless for acquisition costs.
2. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final REIMBURSEMENT payment. GRANTEES may contact their PROJECT OFFICER to request OGALS consider a reduced retention amount.
3. Group costs together to avoid frequent payment requests. Payment requests greater than \$10,000 are encouraged.
4. For PROJECTS where match is required, GRANTEES must show eligible costs equal to 125% of the requested reimbursement amount (see page 19).

These items are required *prior* to requesting any payment, if applicable:

1. A deed restriction, except for an ADVANCE into escrow.
2. If not already submitted, complete CEQA for construction reimbursement.
3. A sample timesheet *prior* to incurring any IN-HOUSE EMPLOYEE SERVICES costs.
4. When the bid process is required, provide a summary list of bidders, the recommendation by reviewer of bidders, notice of award, and contract agreement.

These items are required with every payment request, when applicable:

1. A Grant Expenditure Form (see page 22) is required with all reimbursement and final payment requests.
2. If a payment request includes IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet representing how employee staff time was tracked during the period of requested reimbursement.
3. Construction progress photos, including a photo with the construction sign visible on the PROJECT site (page 11), with all construction payment requests.

Rural Recreation Tourism Match

(For this grant program ONLY)

Unless the PROJECT has been identified as serving a disadvantaged community, the GRANTEE must include a 20% match (PRC §80090(b)).

Costs incurred to provide match must be eligible costs.

Eligible match sources

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor – must maintain time and attendance records showing actual hours worked (see <https://independentsector.org> for [volunteer hourly wage value](#))

Ineligible match source

- State funds

Match and Eligible Costs

The match is 20% but grantee must show 25% in additional costs if match is required. For example:

Determining the match amount:

PROJECT amount:	\$125,000
20% match:	(\$25,000)
GRANT amount:	\$100,000

Submitting costs for reimbursement

GRANT amount:	\$100,000
25% in additional costs:	\$25,000
PROJECT amount:	\$125,000

In summary, the 20% match calculation is based on the PROJECT amount, not on the GRANT amount.

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require this form.
- A fillable, digital version of the [payment request form](http://www.parks.ca.gov/grants) is available at www.parks.ca.gov/grants.
- Grantees are encouraged to submit payment requests digitally, as .pdf files. E-mail each document to the PROJECT OFFICER as a separate digital file, labeled as the document item. Retain all documents with original signatures with the PROJECT records.
- Round all amounts to the nearest whole dollar.
- A Grant Expenditure Form (see page 22) is required with all reimbursement and final payment requests.
- Complete the Payment Request Form as follows:
 1. PROJECT Number – Number assigned by OGALS when this PROJECT was approved
 2. Contract Number – As shown in Certification of Funding section of the contract
 3. APPLICANT – GRANTEE name as shown on the contract
 4. PROJECT Title – Name of the PROJECT as shown in the Application
 5. Type of Payment – check appropriate box on form
 6. Payment Information – round down to the nearest dollar
 7. Send Warrant To – agency name, address and contact person
 8. Signature of AUTHORIZED REPRESENTATIVE

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER		2. CONTRACT NUMBER	
3. APPLICANT			
4. PROJECT NAME			
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final			
6. PAYMENT INFORMATION <i>(Round all figures to the nearest dollar)</i>			
a. Grant Project Amount		\$	
b. Funds Received To Date		\$	
c. Available (a. minus b.)		\$	
d. Amount Of This Request		\$	
e. Remaining Funds After This Payment (c. minus d.)		\$	
7. SEND WARRANT TO:			
AGENCY NAME			
STREET ADDRESS			
CITY/STATE/ZIP CODE			
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION <i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>			
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION		TITLE	DATE
▶			
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY			
PAYMENT APPROVAL SIGNATURE		DATE	
▶			

DPR 212 (Rev. 3/2015)(Excel 3/3/2015)(Page 1 of 2)

Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of the [grant expenditure form](#) is available at www.parks.ca.gov/grants. GRANTEES may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS on request. Only provide the following information to OGALS:

PROJECT Number:

Warrant/Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Pre- Construction Amount(5)	Construction Amount(6)
TOTALS					AMOUNT
PRE-CONSTRUCTION Subtotal (5)					\$
Construction Subtotal (6)					\$
Grand Total (5) + (6)					\$

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the “Warrant/Check Number” column are acceptable. Include an “EP” next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE’S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) SCOPE item related to the expenditure and a brief description, such as “playground design,” “community center permits,” “walkway materials,” “sports field construction.”

Column (5) PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT.

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT.

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31, of the year the GRANT liquidates, as shown on the contract.

GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail the documents to the PROJECT OFFICER as separate .pdf files for each document. Retain all documents with original signatures with PROJECT records. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment (not less than 20% of the GRANT) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 23)
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (page 21)
2. Grant Expenditure Form (page 22)
3. Final Funding Sources Form (page 6)
4. Project Completion Certification Form (page 24)
5. Greenhouse Gas Emissions Reduction and Carbon Sequestration (if applicable) (page 8)
6. Notice of Completion (optional)³
7. Photo of the bond act sign and location (page 11)
8. Recorded Deed Restriction if not already provided (page 12)
9. Completed CEQA if not already provided (page 7)
10. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 36)

For PROJECTS involving acquisition, the GRANTEE must submit these additional documents, if not already provided:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report

³ OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Project Completion Certification Form

Grantee:

Project Number:

Grantee contact for audit purposes

Name:

Address:

Phone: ()

Email:

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$

Interest spent on eligible costs: \$

Was a Notice of Completion filed with the County Recorder or other appropriate entity?
Yes / No

Certification:

I hereby certify that all Grant funds were expended on the above named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests. Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered before issuing an ADVANCE.
- ADVANCE payments may be requested for costs expected to be incurred in the next six months.
- ADVANCE payments must be placed in an interest bearing account. Earned interest must be spent on the project, and cannot be returned to OGALS.
- ADVANCE funds *must* be spent within six months of receipt, or returned to OGALS.
- The sum of DEVELOPMENT ADVANCES cannot exceed 50% of the GRANT.

There are two types of DEVELOPMENT ADVANCE payments: PRE-CONSTRUCTION and CONSTRUCTION:

Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	Preconstruction estimate shown on PROJECT SCOPE/cost estimate form	After the contract has been encumbered	<ul style="list-style-type: none"> • Payment Request Form • ADVANCE justification (see page 26) • Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	No more than 50% of the GRANT.	After the contract has been encumbered, and construction will commence during the next six months	<ul style="list-style-type: none"> • Payment Request Form • ADVANCE justification (see page 26) • Bid documents (see page 16, number 7), copy of signed construction contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule • Filed NOD or NOE (page Error! Bookmark not defined.) • Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Advance Justification

Provide the following information:

- Explanation why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six month period should begin six to eight weeks after payment request is submitted.
- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance

ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred. An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 22) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest*.
- Submit photos of construction completed and the construction sign (see page 11) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six month ADVANCE period. OGALS will then return the GRANT funds to the CONTRACT balance. OGALS cannot return interest to the contract balance.

Subsequent Payments

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Acquisition Advance

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the acquisition amount.	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:
 - a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) Copy of the property appraisal and written concurrence (page 3).
 - c) GRANT CONTRACT number and amount of GRANT funds requested.
 - d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the SCOPE and fulfillment of the CONTRACT provisions."
 - e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
3. Payment Request Form: the "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person (see page 21).

After approval by OGALS, the payment will be mailed by the State Controller's Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds for Acquisition

If all or a portion of GRANT funds ADVANCED to the title or escrow company are not expended, the unused portion of the ADVANCED funds must be returned to OGALS within 60 days after completion of the acquisition(s), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, *whichever is earlier*. A grantee may also submit a Grant Expenditure Form (see page 22) documenting expenditures of eligible costs.

Competitive Grant Program Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Competitive Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2049

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature _____ Date _____

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature _____ Date _____

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	Funding Source		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "COMPETITIVE GRANT PROGRAM GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDES" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Procedural Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDES. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) GUIDES, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of

legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
2. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
3. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
4. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

5. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project CONTRACT or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR (see page **Error! Bookmark not defined.**, Audit Checklist). All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- ☐ Summary list of bidders (including individual bid packages)
- ☐ Recommendation by reviewer of bids
- ☐ Award by governing body (minutes of the meeting/resolution)
- ☐ Construction contract agreement
- ☐ Contract bonds (bid, performance, payment)
- ☐ Contract change orders
- ☐ Contractor's progress billings
- ☐ Payments to contractor (cancelled checks/ warrants, bank statements, EFT receipts**)
- ☐ Stop Notices (filed by sub-contractors and release if applicable)
- ☐ Liquidated damages (claimed against the contractor)
- ☐ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- ☐ Authorization/work order identifying project
- ☐ Daily time sheets signed by employee and supervisor
- ☐ Hourly rate (salary schedules/payroll register)
- ☐ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- ☐ Authorization/work order
- ☐ Daily time records identifying the project site
- ☐ Hourly rate related backup documents

MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

- ☐ Purchase orders/Contracts/Service Agreements
- ☐ Invoices
- ☐ Payments (cancelled checks/ warrants, bank statements and EFT receipts **)

ACQUISITION

- ☐ Appraisal Report
 - ☐ Did the owner accompany the appraiser?
 - ☐ 10-year history

- ☐ Statement of just compensation (signed by seller)
- ☐ Statement of difference (if purchased above appraisal)
- ☐ Waiver of just compensation (if purchased below appraisal: signed by seller)
- ☐ Final Escrow Closing Statement
- ☐ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- ☐ GRANT deed (vested to the participant) or final order of condemnation
- ☐ Title insurance policy (issued to participant)
- ☐ Relocation documents
- ☐ Income (rental, grazing, sale of improvements, etc.)

INTEREST

- ☐ Schedule of interest earned on State funds advanced (Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.)

AGREEMENT/CONTRACTS

- ☐ Leases, agreements, etc., pertaining to developed/acquired property
- ☐ Proof of insurance pertaining to developed/acquired property

** Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.*

*** Front and back if copied.*

Definitions

Capitalized words and terms used in this guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

AUTHORIZED REPRESENTATIVE – the GRANTEE’S designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act established policies and procedures requiring GRANTEES to identify, disclose to decision makers and the public, and attempt to lessen, significant impacts to environmental and historical resources that may occur as a result of the GRANTEE’S proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT PERFORMANCE PERIOD – the amount of time stated on the contract agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

GRANT – funds made available to a GRANTEE for completion of the PROJECT during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed contract with DPR.

GRANT PERFORMANCE PERIOD – period of time that ELIGIBLE COSTS may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

IN-HOUSE EMPLOYEE SERVICES –GRANTEE’S employees working on the PROJECT SCOPE.

OGALS – DPR’S Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred within the GRANT PERFORMANCE PERIOD for the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the SCOPE as described in the competitive application to be completed with GRANT funds and committed funds, if identified on Funding Sources Form (page 6).

PROJECT COMPLETION – when the SCOPE is complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 23 that are required in order to request final payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with GRANTEES and administers GRANT funds, facilitates compliance with the Administration Guide and the GRANT contract.

SCOPE – the recreation features and major support amenities, as described in the competitive application that must be completed prior to final GRANT payment.



Manuel Vierra Park

Improvements - Gridley City Council Meeting



Grant Opportunities

- Per Capita Non-Competitive Grant \$177,952
 - Focused on tennis court improvements
- Forth Round Prop 68 State Parks Program (SSP) Grant
 - Competitive Grant ~ 25% award rate
 - Grant amount range: \$200,000-\$8,500,000
 - \$4,500,000 is sweet spot for funding
 - Final round for Prop 68 SSP funding
- Additional park grants available for future improvements in Gridley

Per Capita Non-Competitive Grant Project

3

The existing tennis courts will need to be rebuilt due to extensive damage. The following slides will show the extent of the damage.

Planned changes:

- Convert tennis courts into multi-sport courts
- Added sports - Pickleball/two half Basketball courts
- Add a **partial** rebound wall
- Replace tennis court nets



4





2021 SPP Grant

Manuel Vierra Park Revitalization Project
Estimated Grant Amount \$4.8 Million



California Department of Parks and Recreation

7



Statewide Park Program
(SPP) 395.3 Million



Minimum \$200,000



Maximum \$8,500,000



No Match Required - Grant
may fund entire project



Manuel Vierra Park is in a
severely disadvantaged
area and therefore the 20%
match is not required



If grant is approved all
project costs are
reimbursed



Application due March 12,
2021



CONCESSION/
RESTROOM

AMPHITHEATER

REFERENCE NOTES SCHEDULE

NO.	DESCRIPTION
1	NEW RESTROOM AND GAME TABLE PLANS
2	REMOVAL OF EXISTING WALKWAY (WALK)
3	SPRINKLER IRRIGATION - ADD NEW ELEMENTS
4	DECORATIVE FENCE
5	NEW PLAYGROUND (INCLUDING SWING COMPLEX)
6	NEW RECREATION 10' TOWEL AND EVENT SPACE
7	NEW FUTSAL COURT
8	PER CAPITA SEATING IMPROVEMENT
9	RAIN TOWER (2' BY 2')
10	REMOVAL OF EXISTING FENCE FOR ACCESSIBILITY
11	REMOVAL OF EXISTING AREA
12	NEW FOUNTAIN AREA
13	PERFORMA, CONCESSION
14	AMPHITHEATER, EVENT SPACE - REPAIRS TO EXISTING FENCE - STAGE, SEATING - RAIN TOWER - LIGHTING
15	SPECIALIZED SEATING (STROLLER)
16	REMOVED PLAY, LANDSCAPE (INCLUDING PLAY)
17	NEW WALK DOGS
18	PORTABLE OUTFIELD FENCE

NEW CONCRETE	NEW WALK	EXISTING STRUCTURE
LANDSCAPE AREA	INCLUSIVE PLAY AREA	NEW STRUCTURE

MANUEL VIERRA PARK



8



SWINGS &
INCLUSIVE PLAY



WATER PLAY

ON-GRADE
SLIDES



Manuel Vierra Park Improvements

- Addition of Bike and Ped path through and around the park
- Benches and tables placed around park
 - 10 benches (total around the park)
 - 4 game tables
- Lighting
- 0.55-mile loop



Manuel Vierra Park Improvements

Picnic Area

- New Restrooms
- BBQ rehabilitated
 - 16 picnic tables (throughout park)
 - 8 layout tables
 - 4 new BBQs
 - Renovate brick BBQs



Manuel Vierra Park Improvements

- Expand splashpad area and add more sprayers to the splash pad
- Perimeter tables and seating
- Add wall water feature along street to provide greater separation from traffic



Manuel Vierra Park Improvements

12

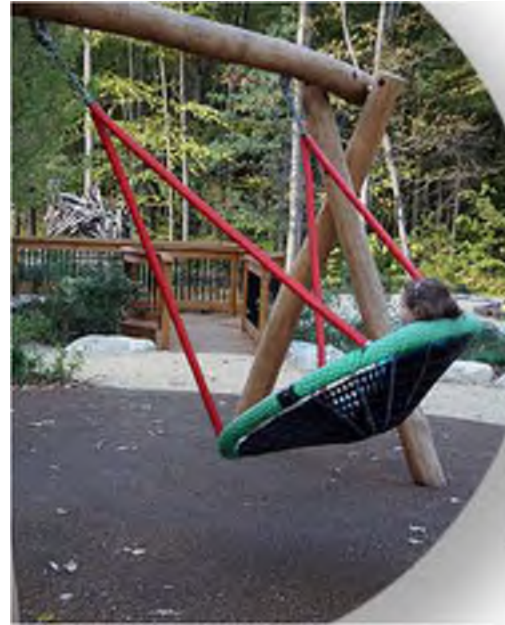
- Added Sprayers and water features
- Expanding area
- Adding tables and seating for increased family access



Manuel Vierra Park Improvements

North Play Area

- Inclusive swings and play facilities
- Accessibility around play area
- Tables and benches



13



Manuel Vierra Park Improvements

14

Tadpole Hill

- Replaced playset with inclusive elements and updated design
- Improve seating
- Added lighting to the area will be added for safety and security purposes
- Hill will open to amphitheater seating



Manuel Vierra Park Improvements

Tadpole Hill

- ADA ramp to allow access to play are
- New inclusive play structures.



Manuel Vierra Park Improvements

Tadpole Hill

- On-grade slides take advantage of the beauty of the hill.
- Add play instrument to promote music



16



Manuel Vierra Park Improvements

Amphitheater

- Addition of outdoor amphitheater area for community events
- Seating utilizes hill
- Potential event rental facility



Manuel Vierra Park Improvements

Concession Stand

- Centralized for events
- Adjoining restrooms
- Design may combine with amphitheater

*Actual design will vary from image

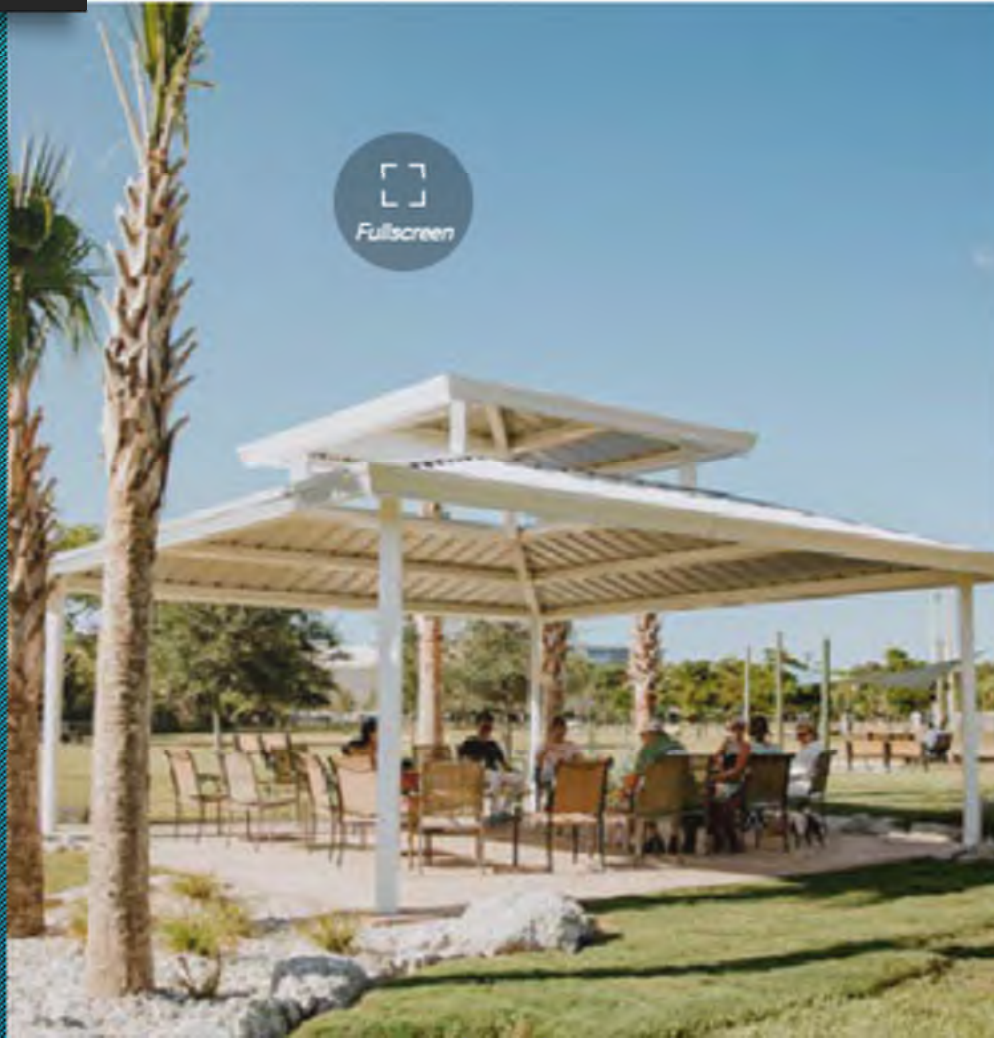


Manuel Vierra Park Improvements

- Gazebo/pavilion picnic area near baseball fields
- Potential event rental facility
- * Items may differ due to supply availability

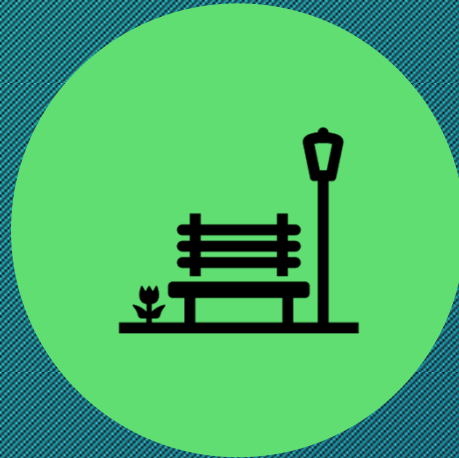


19



Q & A

20



OUR STAFF HAVE ONE GOAL IN MIND
TO DESIGN PARK SPACES TO IMPROVE
THE COMMUNITY EXPERIENCE.



THANK YOU!



CONCESSION/
RESTROOM

AMPHITHEATER

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	NEW RESTROOM AND GAME TABLE PLAZA
2	RENOVATE PICNIC AREA (BBQ TABLE)
3	SPRAY GROUND / ADD NEW ELEMENTS
4	DECORATIVE FENCE
5	NEW PLAYGROUND (INCLUSIVE SWING COMPLEX)
6	NEW MEANDERING 10' TRAIL AND EVENT SPACE
7	NEW FUTSAL COURT
8	PER CAPITA GRANT IMPROVEMENT
9	NEW PARKING (107 SPACES)
10	RENOVATE SR.CENTER FOR ACCESSIBILITY
11	RENOVATE TODDLER AREA
12	NEW PICNIC AREA
13	RESTROOM / CONCESSION
14	AMPITHEATER / EVENT SPACE - TERRACED WALLS / STAIRS - STAGE / SHADE - BAND SHELL - LIGHTING
15	SPECTATOR SEATING (TERRACED)
16	RENOVATED PLAY / LANDSCAPE (INCLUSIVE PLAY)
17	NEW HILL SIDES
18	PORTABLE OUTFIELD FENCE

	NEW CONCRETE		PATHWAY		EXISTING STRUCTURE
	LANDSCAPE AREA		INCLUSIVE PLAY AREAS		NEW STRUCTURE

ON-GRADE
SLIDES



WATER PLAY

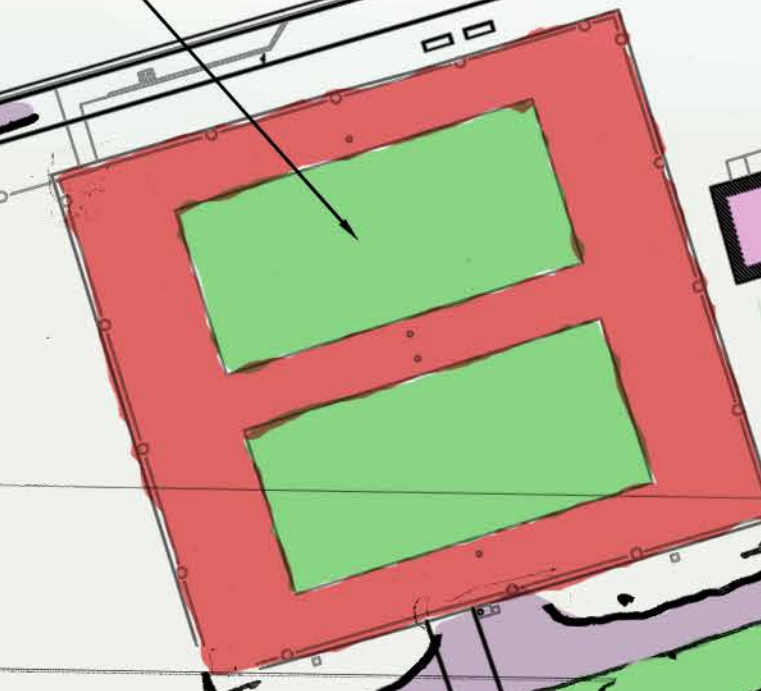
SWINGS &
INCLUSIVE PLAY



RETAIN OPEN SPACE

EXISTING PLAY

SPORT
COURTS



Item #4

Verbal Update by
City Engineer, Dave Harden

City Council Agenda Item #5
Staff Report

Date: February 1, 2021

To: Mayor and City Council

From: Ross Pippitt, Public Works Director
Donna Decker, Planning Director

<input checked="" type="checkbox"/>	Regular
<input type="checkbox"/>	Special
<input type="checkbox"/>	Closed
<input type="checkbox"/>	Emergency

Subject: **Resolution No. 2021-R-003:** A Resolution to proceed with the potential purchase of property to be added to the existing City of Gridley Corporation Yard located at 235 Virginia Street (APN 010-123-010) and to authorize the Acting City Administrator execute agreements and contracts for the property to be appraised and purchased on behalf of the City Council.

Recommendation

Staff requests direction related to the potential purchase of additional property contiguous to the existing City of Gridley Corporation Yard and to authorize the Acting City Administrator to execute agreements on behalf of the City Council.

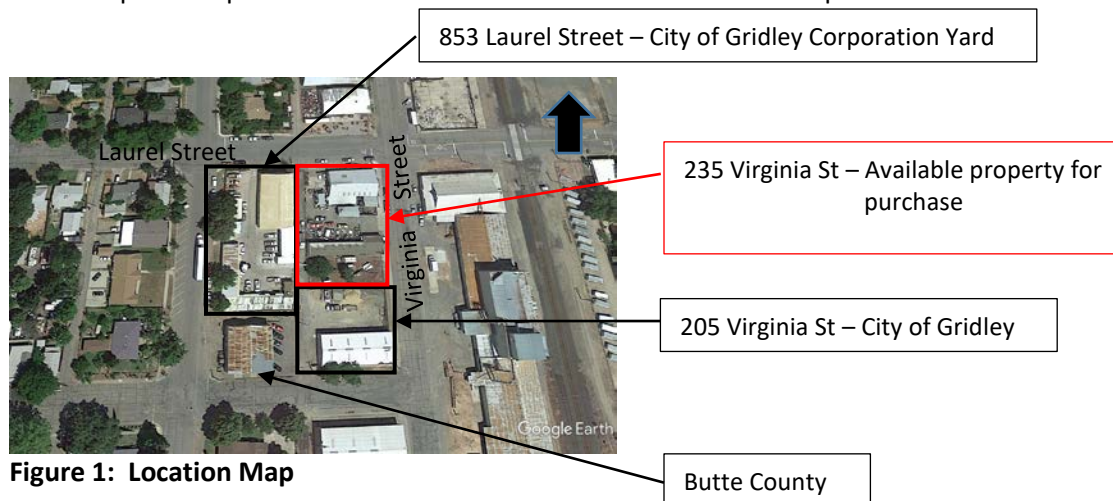
Background

Recently Ross Pippitt, Director of Public Works, was approached by the owner of the property located to the east of the City of Gridley Corporation Yard, 235 Virginia Street, APN 010-123-010, to determine if the City of Gridley had an interest in purchasing the property. They wished to provide the City with a first offer because it is located next to the existing City of Gridley Corporation Yard located at 853 Laurel Street and north of another parcel the City owns which constitutes the entire corporation yard.

Staff would like to receive direction from the City Council to proceed with an appraisal and to bring back to the City Council the anticipated cost of the market value of the property.

Discussion

The City of Gridley Department of Public Works Corporation Yard is located at 853 Laurel Street. The City has ownership of two parcels in that location where Public Works staff operate from as shown in Figure 1 below.



The property located at the southwest corner is owned by Butte County.

The property available for purchase is zoned M-1, Limited Industrial and has a General Plan land use designation of Downtown Mixed Use. It has been used as an auto repair site. If purchased, the City would amend the General Plan and zoning to be consistent with the other property as Public/Quasi Public as the land use designation(s).

The purchase of the property would afford the City with additional area to better store equipment, park City vehicles and general maintenance needs of equipment. Staff believes the purchase would be an opportunity to expand the limited Corporation Yard area.

The process would be to direct staff to proceed with an appraisal of the site and return to the City Council with the proposed terms for the purchase. The attached resolution will allow the Acting City Administrator to effect the agreement with the appraiser to proceed to assess the market value of the property. The resolution will also allow the Acting City Administrator to sign a purchase contract on behalf of the City after the City Council has considered if it wishes to proceed with the purchase. Attached to this staff report as Exhibit B, is the estimate for appraisal services the City would use.

Fiscal Impact

The fiscal impact would be the purchase of the property.

Compliance with City Council Strategic Plan or Budget Goals

The City Council and City staff are committed to provide the best possible financial practices, the highest possible transparency regarding all financial transactions.

Attachments

1. Resolution No. 2021-R-003
2. Proposed Estimate for Appraisal

A RESOLUTION AUTHORIZING THE ACTING CITY ADMINISTRATOR TO EXECUTE AGREEMENTS AND CONTRACTS ON BEHALF OF THE CITY COUNCIL OF THE CITY OF GRIDLEY RELATED TO THE APPRAISAL AND OFFER TO PURCHASE REAL ESTATE FOR THE PURPOSE OF EXPANDING THE CITY OF GRIDLEY PUBLIC WORKS CORPORATION YARD LOCATED AT 235 VIRGINIA STREET (010-123-010)

WHEREAS, the City of Gridley maintains a Public Works Corporation Yard located at 853 Laurel Street and 205 Virginia Street; and,

WHEREAS, the owner of the property located at 235 Virginia Street, APN 010-123-010, has contacted the City offering to sell the property to the City of Gridley in order to expand the Public Works Corporation Yard; and,

WHEREAS, the City of Gridley will pursue an appraisal of the property to determine the Fair Market Value of said property in order to consider an offer of purchase of the property.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Gridley authorizes the Acting City Administrator to execute agreements and contracts on behalf of the City Council for the appraisal and purchase of the property located at 235 Virginia Street (APN 010-123-010). No contract offer of purchase will proceed until the City Council considers the appraisal of the property.

I HEREBY CERTIFY that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on February 1, 2021 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ATTEST:

APPROVE:

Rodney Harr, Acting City Clerk

Bruce Johnson, Mayor

January 18, 2021

Elisa Arteaga, Interim Finance Director
Finance Department, City of Gridley
685 Kentucky Street, Gridley, CA 95948

Re: Proposal for Appraisal Services for a portion of Butte County Parcel #010-270-033

Ms. Arteaga,

The City of Gridley has asked me to provide a proposal for appraisal services related to the possible acquisition of 235 Virginia Street, Assessors Parcel Number 010-123-010. This is an industrial building used for automotive related services.

The city would like to purchase the property outright, therefore, the valuation will involve the fee simple market value using the Sales Comparison Approach and possibly the Income Capitalization Approach. The appraisal will conform with the 2020/2021 Uniform Standards of Professional Appraisal Practice and certain state regulations related to real estate.

The fee for this assignment will not exceed \$3,500 and will likely be in the \$2,500 to \$3,000 range. A pdf file of the appraisal will be delivered within 6 to 8 weeks of engagement of services, assuming timely receipt of the requested documents.

Should you decide to move forward I will send a short list of items or questions that are helpful in the appraisal process.

Please don't hesitate to contact me with any questions.

Sincerely,
Jodi White, BRE Lic. AG044936
Certified General Real Estate Appraiser
Cell: 530.570.7101

City Council Agenda Item #6

Staff Report

Date: February 1, 2021

To: Mayor and City Council

From: Donna Decker, Planning Director

Subject: Resolution No. 2021-R-004: A Resolution to authorize the Acting City Administrator to execute a Subdivision Improvement Agreement for The Villages at Eagle Meadows (010-270-120), TSM 2-19, on behalf of the City Council.

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff recommends the City Council authorize the Acting City Administrator to execute a Subdivision Improvement Agreement for The Villages at Eagle Meadows, a 42-lot subdivision, TSM 2-19, located on the south side of Sycamore Street.

Background

On October 16, 2019, the Planning Commission reviewed and approved a Tentative Subdivision Map 2-19 to subdivide a 5.4-acre site into 42 single family residential lots for development. The Planning Commission forwarded the project to the City Council to approve a General Plan Amendment, a rezone of the property and to adopt a Negative Declaration to satisfy the requirements of the California Environmental Quality Act (CEQA).

On December 2, 2019, the City Council passed Resolution No. 2019-R-035 amending the General Plan from Residential, Very Low Density to Medium Density Residential, adopted a Negative Declaration, and passed Resolution No. 2019-R-036 approving the Tentative Subdivision Map 2-19. The Council further introduced Ordinance 832-2019 to rezone the property from Residential Suburban to Single Family Residential District. The second reading of the ordinance was on December 16, 2019; the ordinance became effective 30 days from the approval date on January 16, 2020.

Discussion

After the approval of a tentative subdivision map, the steps to develop a subdivision consist of the approval of the design of roads and infrastructure, grading and drainage design, electrical design, review of the Final Map, and finally recording the Final Map; this map reflects the approved Tentative Map. Oftentimes, the developer requests to begin construction of the underground utilities and infrastructure, roads and site finish grading to streamline the construction of homes. The ability for the developer to proceed with construction, prior to a map being recorded, is done by executing a Subdivision Improvement Agreement. This document ensures the site is developed according to approved plans by the City while the Final Map for recordation is being reviewed. The project will be bonded to ensure all of the improvements are completed. The resolution will authorize the Acting City Administrator to execute the Subdivision Improvement Agreement.

Fiscal Impact

There is no fiscal impact to the City by this action.

Compliance with City Council Strategic Plan or Budget Goals

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

Attachments

1. Resolution No. 2021-R-004
2. Draft Subdivision Improvement Agreement

**A RESOLUTION AUTHORIZING THE ACTING CITY ADMINISTRATOR TO EXECUTE A
SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN GRIDLEY 17 LLC AND THE CITY OF GRIDLEY
FOR "THE VILLAGES AT EAGLE MEADOWS, TSM 2-19" APN 010-270-120**

WHEREAS, the City of Gridley Planning Commission met on October 16, 2019 to consider a proposed Tentative Subdivision Map to develop a 5.4 acre parcel into 42-single family lots; and,

WHEREAS, on October 16, 2019, the Planning Commission approved Tentative Subdivision Map 2-19 and recommended the City Council adopt a resolution to amend the General Plan from Residential Very Low Density to Residential Medium Density and adopt a Negative Declaration finding no significant environmental impacts, and to introduce an ordinance to rezone the property from Residential Suburban to Single Family Residential District; and,

WHEREAS, on December 2, 2019 the City Council adopted Resolution No. 2019-R-035 to amend the General Plan of the 5.4 acre parcel, APN 010-270-120 from Residential Very Low Density to Residential Medium Density, adopted a Negative Declaration, adopted Resolution No. 2019 R-036 to approve Tentative Subdivision Map 2-19 to create 42 single family lots on a 5.4-acre site, introduced Ordinance 832-2019 to rezone the property from Residential Suburban to Single Family Residential District, and on December 16, 2019 the City of Gridley had the second reading of Ordinance 832-2019 to rezone the 5.4 acre site from Residential Suburban to Single Family Residential District effective January 16, 2020; and,

WHEREAS, the City Council would like to enter into a Subdivision Improvement Agreement to accelerate the construction of the subdivision creating 42 lots for single family homes meeting both the local and regional housing needs.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Gridley authorizes the Acting City Administrator to execute a Subdivision Improvement Agreement on behalf of the City Council of the City of Gridley for the project entitled, "The Villages at Eagle Meadows", TSM 2-19, APN 010-270-120.

I HEREBY CERTIFY that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on the 1st day of February, 2021 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ATTEST: APPROVE:

Rodney Harr, Acting City Clerk

Bruce Johnson, Mayor

SUBDIVISION IMPROVEMENT AGREEMENT FOR

THE VILLAGES AT EAGLE MEADOWS

This Subdivision Improvement Agreement ("Agreement") is entered into by and between the **City of Gridley**, a municipal corporation ("City") and **Gridley 17 LLC**, ("Subdivider") on

1. Subdivider has received approval of a tentative subdivision map commonly known as **The Villages at Eagle Meadows** (hereinafter referred to as the “Subdivision”) and the conditions and approvals set forth as follows:

a) Tentative Map 2-19	Planning Commission	October 19, 2019	
	City Council	December 2, 2019	2019-R-036
b) General Plan Amendment	City Council	December 2, 2019	2019-R-035
c) Rezone	City Council	December 16, 2019	Ord 832-2019
2. Subdivider has presented to the City a Final Map (“map”) of a proposed subdivision of land located and within the corporate limits of the City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the City, and the tentative map of the subdivision previously approved by the City Council of the City of Gridley.
3. Subdivider has requested approval of the Final Map prior to the construction and completion of the public improvements, including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, storm drainage facilities, advanced storm drain storage system, public utility facilities, design standards which are part of the provisions for lot grading and drainage in

or appurtenant to the Subdivision, and other public improvements that are required by the Subdivision Map Act, the subdivision ordinances of the City, the tentative map (and approvals given in connection therewith), and final grading plan, if any, approved by the City. Subdivider shall be responsible to complete all of the foregoing improvements. The particular items on the foregoing improvements that are hereinafter referred to as "the Required Improvements," are listed in Exhibit B, which is attached hereto and incorporated herein by reference.

4. Subdivider is willing to execute this Agreement as a condition precedent to the recording of the map.
5. The authority for this Agreement is set forth in the Subdivision Map Act (Government Code §§66410 et seq.) and the Subdivision Ordinance of the City of Gridley ("Title 16 of the Gridley Municipal Code, "Subdivision Ordinance").

WHEREFORE, the parties hereto agree as follows:

COVENANTS AND CONDITIONS

6. Acceptance of Rights of Way. City hereby accepts on behalf of the public all lands, rights of way and easements offered for dedication on the map, in accordance with the conditions hereinafter set forth.
7. Fees. Subdivider agrees to pay all fees set forth in Exhibit A, attached hereto and hereby incorporated, at the time of execution of this Agreement.
8. Improvements. Subdivider agrees to furnish, construct, install, and complete all the works of Required Improvements as set forth on Exhibit B, attached hereto and hereby incorporated, in accordance with the requirements of the Map Act, the Subdivision Ordinance, and the Standard

Specifications of City in effect at the time of the installation of said improvements. Such work shall be completed within Twelve (12) months of the date of the execution of this Agreement.

9. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the improvements, in accordance with the Standard Specifications and the conditions of approval of the tentative subdivision map, City agrees to accept for maintenance the improvements and any offsite easements granted, subject to the provisions of paragraph 10 hereof.
10. Notice Regarding Construction. Subdivider shall notify the City Engineer of the commencement of construction of the improvements. Until final acceptance of the Required Improvements by City, Subdivider shall give good and adequate warning to the public of each and every dangerous condition existing in said improvements, and will take reasonable actions to protect the public from such dangerous conditions.
11. Warranty. Subdivider agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements occurring within Twelve (12) months after the improvements have been accepted by resolution of the City Council during regular session, and the City Clerk files a Notice of Completion with the Butte County Recorder.
12. Indemnity and Hold Harmless. Subdivider, and any successor who has purchased a lot or lots for residential use, shall defend, indemnify and hold harmless City, its officers, employees, agents, and elective and appointive boards from any and all claims, losses, damages, including property damage, personal injury, including death, costs, attorneys' fees, and liability of any kind or nature directly or indirectly arising out of or in any way connected with performance under this Agreement and/or construction of the Required Improvements by the Subdivider, contractor or any person directly or indirectly employed by, or acting as agent for the Subdivider, save and

except to the extent any of those matters are caused by or arise from the sole active negligence of the City. This defense, indemnification and hold harmless provision shall extend to claims, losses, damage, injury, costs, including attorney fees, and liability for injuries occurring after completion of the construction of the Required Improvements, as well as during construction, and shall apply regardless of whether or not the City has prepared, supplied or approved the plans and/or specifications for the Required Improvements or has inspected or accepted the same. Acceptance of insurance required under this Agreement shall not relieve Subdivider from liability under this defense, indemnification and hold harmless provisions. The parties intend that this provision shall be broadly construed to effectuate its purpose.

13. Insurance. SUBDIVIDER shall maintain in full force and effect for the duration of this Agreement the following policies of insurance:

(a) General Liability. SUBDIVIDER shall maintain general liability insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Any deductible shall not exceed \$50,000.

(b) Automobile Liability. SUBDIVIDER shall maintain automobile liability insurance covering bodily injury and property damage for all activities of SUBDIVIDER arising out of or in connection with the Work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than \$1,000,000 combined single limit for each occurrence, no deductible.

(c) Worker's Compensation. SUBDIVIDER shall maintain worker's compensation coverage as required by the Labor Code of the State of California.

Each general liability and automobile insurance policy shall be with insurers rated "A: VII" or better in the most current edition of Best's Insurance Reports and shall be endorsed with the following specific language:

(i) "The CITY, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of Work performed by or on behalf of the SUBDIVIDER, including the materials, parts, or equipment furnished in connection with such Work or operations.

(ii) This policy shall be considered primary insurance as respects to the CITY, its elected or appointed officers, employees, agents and volunteers. Any insurance maintained by the CITY may have, shall be considered excess only and shall not contribute with it.

(iii) The insurer waives all rights as subrogation against the CITY, its elected or appointed officers, officials, employees or agents.

(iv) The insurer provided by this policy shall not be suspended, voided, canceled or reduced in coverage or limits except after 30 days written notice has been received by CITY, to which a replacement policy may be required to meet said requirements.

(v) SUBDIVIDER shall provide certificate(s) of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement."

14. Delay. If the construction of the improvements shall be delayed without fault of Subdivider, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

15. Security. Subdivider shall furnish to City security to ensure the faithful performance of all duties and obligations or Subdivider herein contained. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, an instrument of credit issued by a banking institution subject to regulation by the State or federal government and pledging that the funds necessary to carry out this agreement are on deposit and guaranteed for payment or a letter of credit issued by such a banking institution, or a cash deposit, made either directly with the City, or deposited with a recognized escrow agent for the benefit of the City. Such security shall be in the following amounts for the following purpose:

(a) One hundred percent (100%) of the estimated cost of improvements securing faithful performance of this Agreement, which estimated cost is in the amount of **Three Million, forty-five thousand, three-hundred sixty-eight dollars and seventy cents (\$3, 045,368.70).**

(b) One hundred percent (100%) of the estimated cost of the improvements, as set forth in paragraph (a) immediately preceding, securing payment to the contractor of the improvements, to his subcontractors and to person furnishing labor, materials or equipment to them.

(c) Twenty percent (20%) of the sum specified in subparagraph (a) above to guarantee and warranty the improvements for a period of one (1) year following the completion of acceptance thereof against any defective work or labor done, or defective materials furnished.

This security need not be furnished prior to completion of the improvements, but must be provided prior to their acceptance.

(d) One hundred percent (100%) of the estimated cost of the installation of survey monuments, which estimated cost is in the amount of Dollars (\$).

16. Irrevocability of Security. The improvement security furnished pursuant to paragraph 15 shall be irrevocable, shall not be limited as to time (except as to the one-year period specified in paragraph 11) and shall provide that it shall be released, in whole or in part, only upon the written approval of the City Engineer or his delegate.

17. Actions. Any action by any party to this Agreement, or any concerning the security furnished pursuant to paragraph 15, shall be brought in the appropriate court of competent jurisdiction within the County of Butte, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The corporate surety, bank, or escrow agent providing the security required by paragraph 15 shall waive, in such security, reliance upon the provisions of any statute, whether state or federal, having to do with the location for commencing and maintaining actions against such corporate surety, bank, or escrow agent.

18. Inspection; Release of Improvement Security.

(a) Subdivider may, from time to time, request the City Engineer to inspect the improvements as they progress. No Required Improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. **Subdivider shall bear all costs of plan check, inspection, certification and all City overhead costs.** The City Engineer may, at his

option, if he finds the work to be in accordance with the Standard Specifications in effect at the time of the installation of the improvements, accept so much of that work as is completed, and authorize a release protanto of the security provided pursuant to paragraph 16(a); provided, however, that in no event shall he authorize the release of more than eighty percent (80%) of the improvement security.

(b) Notwithstanding the authorization for partial releases pursuant to Section 18(a), the City Engineer shall not allow for a partial release of security unless the cost estimate of the remaining Required Improvements does not exceed twenty percent (20%) of the total original security.

19. Release of Remaining Improvement Security; Warranty. At the conclusion of the construction of the improvements, and acceptance by resolution and filing of a Notice of Completion by the City Clerk with the Butte County Recorder, the City Engineer shall authorize the release of the security provided pursuant to paragraph 15 upon the furnishing of the warranty security as required by paragraph 15(c).

20. Release of Labor and Materials Security. Thirty (30) days after a Notice of Completion is filed with respect to the improvements, the City Engineer may authorize the release of the security given to secure payment for labor and materials as provided in paragraph 15(b) of this Agreement, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess 100% of the total of the claims made against it.

21. Monuments. Subdivider agrees to install, on or before twelve (12) months from the date of this agreement, such survey monuments as may be required by the City Engineer. Upon the

installation of such monuments, and their acceptance by the City Engineer, the security provided therefore shall be released.

22. Environmental Warranty.

(a) Prior to the acceptance of any dedications or improvements by City, Subdivider shall certify and warrant that: neither the property to be dedicated nor Subdivider (with respect to such property) are in violation of any environmental law and neither the property to be dedicated nor the Subdivider are subject to any existing, pending investigation, or threatened investigation by any federal, state or local governmental authority under or in connection with any environmental law. Neither Subdivider nor any third party shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance, except in compliance with all applicable environmental laws. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated, except in compliance with law and/or as described in writing to City. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Subdivider shall give prompt written notice to City at the address set forth herein of:

(i) Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

(ii) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(iii) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability, or suit under any environmental law.

(b) As used in this Agreement, the term "hazardous substance" includes any hazardous or toxic substance or material or waste, including but not limited to all types of gasoline, oil, and other petroleum hydrocarbons, asbestos, radon, polychlorinated bi-phenols (PCBs), or any other chemical, material, controlled substance, object, condition, waste, living organism or any combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful properties of effects, which is now, or in the future becomes, listed, defined or regulated in any manner by any federal, state, or local City based directly or indirectly upon such properties.

23. Failure of Performance. In the event Subdivider fails to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall do, or cause to be done, those acts required of Subdivider, and shall have recourse against so much of the security as is necessary to discharge the responsibility of Subdivider hereunder. City shall have recourse against Subdivider for any and all amounts

necessary to complete the obligations for Subdivider in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the improvements, shall be a proper charge against the security and/or Subdivider.

24. Attorney's Fees. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, for the security therefore, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the court.

25. Agreement Binding on Successors, etc. This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Butte County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the map.

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

City of Gridley

By _____

Rodney Harr, Acting City Administrator

SUBDIVIDER

Gridley 17 LLC

By _____

Insert Name, Title

Exhibit 'A'

FEES (Final Map Subdivision)

THE VILLAGES AT EAGLE MEADOWS

Amount Paid	Date Paid	Paid By
Improvement Plan &		
Final Map checking:	\$	Insert Company
Name.		


EXHIBIT 'B'

IMPROVEMENT REQUIRED

and

BOND SCHEDULE (Final Map Subdivision)

THE VILLAGES AT EAGLE MEADOWS

The IMPROVEMENT are as shown on the Improvement Plans entitled “”, signed by
the City Engineer, City of Gridley. Said Plans are on file at:

City of Gridley
Planning Department
685 Kentucky Street
Gridley, CA 95948

BONDS:

Faithful Performance (100%) \$ 

Labor & Material (100%) \$ 

Warranty (20%) (due prior to improvement notice of completion)

\$ 

Monument Security \$ 

EXHIBIT B: ENGINEER'S ESTIMATE

Certified Resolution approving Subdivision Agreement & Final Map

BONDS



First American

myFirstAm® Property Profile

Palm, Gridley, CA 95948

Property Information

Owner(s):	Gridley 17 Llc	Mailing Address:	705 Dutton St, Winters, CA 95694
Owner Phone:	Unknown	Property Address:	Palm, Gridley, CA 95948
Vesting Type:	Corporation / Company	Alt. APN:	
County:	Butte	APN:	010-270-120-000
Map Coord:		Census Tract:	
Lot#: 1		Block:	
Subdivision:	Gridley Colony 09	Tract:	
Legal:	Palm Ave		

Property Characteristics

Use:	Residential Acreage	Year Built / Eff. :	/	Sq. Ft. :	
Zoning:		Lot Size Ac / Sq Ft:	4.79 / 208652	# of Units:	
Bedrooms:		Bathrooms:		Fireplace:	
# Rooms:		Quality:		Heating:	
Pool:		Air:		Style:	
Stories:		Improvements:		Parking / #:	/
Gross Area:		Garage Area :		Basement Area:	

Sale and Loan Information

Sale / Rec Date:	*\$/Sq. Ft.:	2nd Mtg.:	
Sale Price:	1st Loan:	Prior Sale Amt:	
Doc No.:	Loan Type:	Prior Sale Date:	
Doc Type:	Transfer Date:	Prior Doc No.:	
Seller:	Lender:	Prior Doc Type:	

*\$/Sq. Ft. is a calculation of Sale Price divided by Sq. Feet.

Tax Information

Imp Value:		Exemption Type:	
Land Value:	\$109,038	Tax Year / Area:	2016 / 3-000
Total Value:	\$109,038	Tax Value:	\$109,038
Total Tax Amt:	\$1,161.24	Improved:	

Property Profile

Palm, Gridley, CA 95948

7/7/2017

This report is only for the myFirstAm user who applied for it. No one else can rely on it. As a myFirstAm user, you already agreed to our disclaimer regarding third party property information accuracy. You can view it here: www.myfirstam.com/Security/ShowEULA. ©2005-2017 First American Financial Corporation and/or its affiliates. All rights reserved.



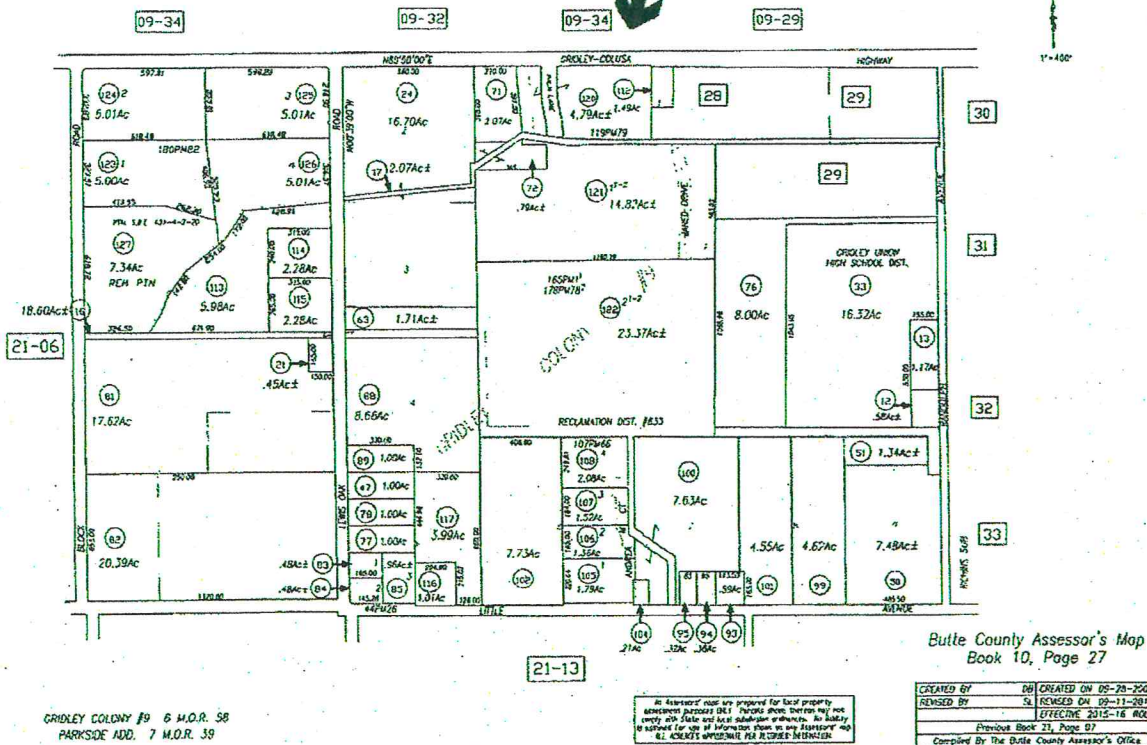
First American

myFirstAm® Tax Map

Palm, Gridley, CA 95948

N. 1/2 SEC. 2, T.17N. R.2E. M.D.B.&M.

10-27



Tax Map

Palm, Gridley, CA 95948

7/7/2017

This report is only for the myFirstAm user who applied for it. No one else can rely on it. As a myFirstAm user, you already agreed to our disclaimer regarding third party property information accuracy. You can view it here: www.myfirstam.com/Security/ShowEULA. ©2005-2017 First American Financial Corporation and/or its affiliates. All rights reserved.

Opinion of Probable Construction Costs

Eagle Meadows South

Gridley, CA

1/1/21

STREET					
Street Section (3" / 12")	64,245	SF	\$14.00	899,430	
Street Section (5" / 14")	11,910	SF	\$16.00	190,560	
Grind & Overlay	650	SF	\$4.00	2,600	
Sub Total Street				1,092,590	
Concrete					
Rolled Curb and Gutter	1,993	LF	\$16.00	31,888	
Vertical Curb and Gutter	1,644	LF	\$18.00	29,592	
Concrete Sidewalk	17,589	SF	\$8.00	140,712	
Accessible Ramp (Including CR & CW)	8	EA	\$1,500.00	12,000	
Sub Total Street				214,192	
EARTHWORK					
Mobilization	1	EA	\$15,000.00	15,000	
Cut	1,035	CY	\$12.00	12,420	
Fill	23,000	CY	\$22.00	506,000	
Fine Grading (Finish Pads)	41	EA	\$800.00	32,800	
Clearing and Grubbing	5	AC	\$5,000.00	25,000	
Erosion control	1	LS	\$75,000.00	75,000	
Sub Total Earthwork				666,220	
STORM DRAIN					
12" RCP SD	831	LF	\$42.00	34,902	
18" RCP SD	303	LF	\$45.00	13,635	
24" RCP SD	690	LF	\$55.00	37,950	
Type GO DI	12	EA	\$4,500.00	54,000	
Connect to existing	1	EA	\$2,000.00	2,000	
48" SDMH	2	EA	\$5,500.00	11,000	
Sub Total Storm Drain				153,487	
SEWER					
8" PVC	1050	LF	\$42.00	44,100	
48" SSMH	7	EA	\$5,500.00	38,500	
Bypass Operation	1	EA	\$6,500.00	6,500	
Rem Ex SSMH & Connect to existing	1	EA	\$3,250.00	3,250	
6" Sewer Service	29	EA	\$1,500.00	43,500	
Sub Total Sewer				135,850	
WATER					
8" PVC C900 Water Pipe	1,780	LF	\$38.00	67,640	
10" PVC C900 Water Pipe	444	EA	\$52.00	23,088	
Connect to Existing	2	EA	\$1,500.00	3,000	
Fire Hydrant & Service	3	EA	\$3,500.00	10,500	
1" Water Service	43	EA	\$850.00	36,550	
Sub Total Water				140,778	
LIGHTING AND STRIPING					
Striping	1	LS	\$5,600.00	5,600	
NATS Sign	1	EA	\$300.00	300	
Stop Sign	1	EA	\$300.00	300	
Street Signs	4	EA	\$300.00	1,200	
Sub Total Lighting & Striping				7,400	
OFFSITE AND ADDITIONAL					
Offsite public landscaping	7,200	LS	\$10.00	72,000	
Neighbor driveways	3	LS	\$6,500.00	19,500	
Joint Trench	41	EA	\$6,500.00	266,500	
Sub Total Offsite and Additional				358,000	

Total Construction

2,768,517

10% Contingency

276,851.7

Total Cost

3,045,368.7

**A RESOLUTION OF THE GRIDLEY CITY COUNCIL TO AMEND THE GENERAL PLAN
LAND USE DESIGNATIONS OF APPROXIMATELY 5.4 ACRES FROM RESIDENTIAL, VERY
LOW DENSITY TO RESIDENTIAL MEDIUM DENSITY AND TO ADOPT A NEGATIVE
DECLARATION PURSUANT TO CEQA FINDING THERE IS NO ENVIRONMENTAL IMPACT
FROM THE LAND USE RE-DESIGNATIONS (010-270-120)**

WHEREAS, the Planning Commission held a publicly noticed hearing on October 16, 2019 regarding the proposal to amend the General Plan land use designation from Residential, Very Low Density Residential Medium Density for a ±5.4-acre parcel located on the south side of Sycamore Street, east of Palm Lane; and,

WHEREAS, at the close of the October 16, 2019 public hearing, the Planning Commission recommended that the City Council approve the amendment of the General Plan land use designation for the 5.4-acre parcel; and,

WHEREAS, the City Council reviewed the recommendation of the Planning Commission at its December 2, 2019 public hearing also considering the Initial Study, and did find the change in General Plan land use designation and rezoning could not have a significant effect on the environment; and,

WHEREAS, the City Council accepts the Initial Study and the published Negative Declaration. A Notice of Intent to adopt a Negative Declaration was published and provided the required 20-day minimum period for public review and comment;

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Gridley amends the General Plan land use designation of the Assessor Parcel Number 010-270-120 from Residential, Very Low Density to Residential Medium Density; and,
2. The City Council of the City of Gridley adopts a Negative Declaration finding that the project could not have a significant effect on the environment.
3. The General Plan Map of the City of Gridley on file with the City Clerk, designating and dividing the City into land use districts, is hereby amended, in accordance with the herein description and Exhibit A.

I HEREBY CERTIFY that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on the 2nd day of December, 2019 by the following vote:

AYES:	COUNCIL MEMBERS	Johnson, Crye, Williams, Torres
NOES:	COUNCIL MEMBERS	Borges

ABSTAIN: COUNCIL MEMBERS None

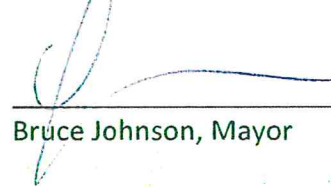
ABSENT: COUNCIL MEMBERS None

ATTEST:



Paul Eckert, City Clerk

APPROVE:



Bruce Johnson, Mayor

EXHIBIT A



Figure 1: Location Map



General Plan Land Use Designation:

From:

Residential, Very Low Density

Rezoned to:

Residential Medium Density (RMD)

A RESOLUTION OF THE GRIDLEY CITY COUNCIL APPROVING TENTATIVE SUBDIVISION MAP NO. 2-19 TO SUBDIVIDE ONE PARCEL CONSISTING OF APPROXIMATELY 5.4 ACRES INTO FORTY-TWO (42) PARCELS CONSISTING LOCATED AT THE SOUTH SIDE OF SYCAMORE STREET ADJACENT TO PALM LANE (APN: 010-270-120)

WHEREAS, the City of Gridley has received an application to consider a Tentative Subdivision Map request for one parcel totaling approximately 5.4 acres in order to create a total of forty-two lots for single-family residential use on property located on the south side of Sycamore Street, east of Palm Lane in the manner illustrated on a tentative parcel map received by the City (Exhibit "A" attached); and,

WHEREAS, the subject property consists of one parcel designated as Assessor's Parcel Number 010-270-120 and the proposed Tentative Subdivision Map has been assigned the file number Tentative Subdivision Map No. 2-19 (TSM 2-19); and,

WHEREAS, the proposed General Plan designation is Residential Medium Density on the Gridley Land Use Map; and,

WHEREAS, the proposed zoning designation for the subject parcel is R-1 Single Family Residential District; and,

WHEREAS, the City Council finds that Tentative Subdivision Map No. 2-19, including the proposed use and improvements to the property, is consistent with Gridley's General Plan including the policies contained therein as well as the land use diagram, and also finds that based on the conditions of approval, the site is physically suitable for development as proposed; and,

WHEREAS, the City Council considered at a noticed public hearing on December 2, 2019, the comments and concerns of property owners who are potentially affected by approval of Tentative Subdivision Map No. 2-19, and also considered staff report regarding the proposed tentative map design and required public improvements; and,

WHEREAS, the City Council determined that the described tentative map and its design and improvements are consistent with Gridley's General Plan and zoning ordinance policies regarding the use and division of land; and,

WHEREAS, the City Council, having further considered the Initial Study prepared for the project in order to adopt a Negative Declaration; and,

WHEREAS, the City Council finds that this tentative subdivision map complies with all State and City regulations governing the division of land, and that division and development of the property in the manner set forth on the tentative parcel map as

shown on Exhibit A will not unreasonably interfere with the free and complete use of existing public and/or public utility easements or rights-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIDLEY, AS FOLLOWS:

SECTION 1: FINDINGS FOR APPROVAL OF THE TENTATIVE SUBDIVISION MAP

1. The proposed project is consistent with the City of Gridley General Plan Land Use Element.
2. The site is physically suitable for the type of development proposed. The project site is flat with slopes less than two percent. The project site within the Gridley urban limits and is not within a flood plain. There is adequate road access to the property. All necessary public utilities and services necessary for development are available to the site.
3. The site is physically suited for the density of development. The R-1 zone district allows for the development of single-family residential dwelling units on lots from:
 - R-1A Parcels sized from 1,700 – 3,500 square feet
 - R-1B Parcels sized from 3,501 – 5,999 square feet
 - R-1C Parcels sized from 6,000 – 7,499 square feet
 - R-1 Parcels sized from 7,500 and greater

The proposed development will have forty-two (42) R-1A parcels. One parcel is reserved for a detention basin, if required.

4. The design of the subdivision or the proposed improvements are not likely to cause public health problems. As conditioned, the project will provide adequate sanitary sewer, a public water supply, storm drainage facilities, and Standard subdivision road improvements which will include fire hydrants, streetlights and roadways designed for residential traffic.
5. The Tentative Subdivision Map conforms to the provisions of the Subdivision Map Act and to the provisions of Gridley Municipal Code Title 16- Subdivisions.
6. The tentative subdivision map complies with the required form and content of tentative subdivision maps, as set forth by the City and based upon the provisions of Title 16 of the Gridley Municipal Code.
7. The tentative parcel map is consistent with good planning and engineering practice. The City Engineer has reviewed the tentative subdivision map, and has attached terms and conditions hereby incorporated within the Conditions of Approval.
8. The project will have a de minimis effect on fish and wildlife (Fish and Game Code Section 711.4). The project is located in an area designated on the City of Gridley General Plan as being suitable for residential development.

SECTION 2: THE CITY COUNCIL OF THE CITY OF GRIDLEY

Approves Tentative Subdivision Map 2-19 as described subject to the following Conditions of Approval:

1. The applicant/property owner shall file a Declaration of Acceptance of the Conditions of Approval within 30 days of approval for the Tentative Subdivision Map 2-19.

2. The Tentative Subdivision Map 2-19 shall expire after a five (5) year period. No further extensions by the City are allowed under the Subdivision Map Act; unless determined by the State of California special legislation to provide automatic extensions for the period specified at the time.
3. No further extension of this Tentative Subdivision Map shall be allowed, unless it is extended by California State Legislation. A new application to develop the site would be required and all current conditions would need to be met at that time.
4. Use of the 5.4-acre project site is subject to all zoning regulations described in Gridley Municipal Code as applicable to "R-1 Single Family" residential zoning districts and all applicable requirements of the Gridley Municipal Code.
5. Physical development of the site shall conform to the design approved for Tentative Subdivision Map No. 2-19 and to all of the conditions of approval of that Tentative Subdivision Map.
6. The project shall be required to pay all applicable impact fees for the development of the project.
7. Minor changes may be approved by the Planning Director upon receipt of a substantiated request by the applicant, or their respected designee. Prior to such approval, verification shall be made by each Department that the modification is consistent with the approved application. Changes deemed to be major or significant in nature shall require a formal application for amendment.
8. In the event of the discovery or recognition of prehistoric or historic resources in the area subject to development activity, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie similar resources and a professional archaeologist shall be consulted. Further, if human remains are discovered, the coroner of the county in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required. If the County Coroner determines the remains to be Native American, the coroner shall contact the Native American heritage Commission within 24 hours.
Upon completion of the site examination, the archeologist shall submit a report to the City describing the significance of the finds and make recommendations as to its disposition. If human remains are unearthed during construction, the provisions of California Health and Safety Code Section 7050.5 shall apply. Under this section, no further disturbance of the remains shall occur until the County Coroner has made the necessary findings as to origin and disposition, pursuant to California Public Resources Code Section 5097.98. Mitigation measures, as recommended by the archaeologist and approved by the City, shall be implemented prior to recommencement of construction activity within the 50-foot perimeter.
9. Prior to any site work, the project applicant shall submit a geotechnical report to the City, prepared by a certified engineering geologist. The project applicant shall incorporate any recommended measures into the final site plan.
10. Construction of the project shall comply with the requirements of the National Pollution Discharge Elimination (NPDES) Permit and obtain a WDID from the State of California in conformance with the General Construction Storm Water Permit; Storm Water Pollution Prevention Plan (SWPPP) shall be prepared prior to construction activities.

11. Upon commencement of grading and construction activities, the applicant shall implement measures to offset particulate matter and emissions from construction equipment as specified by Butte County Air Quality Management District.
12. Prior to recordation of a Final Map, the applicant shall submit for review and approval improvement plans that shall include, not limited to, details related to above and underground infrastructure; piping and service laterals, meters, drop inlets, manholes, curb, gutter, and sidewalk, roadway, pavement markings, lighting, hydrants, street signs, electrical, transformer pedestals, and any and all components as required by the City of Gridley, the City Engineer, the Utility Supervisor, and Public Works Manager. Plans shall meet all required state and local ordinances, regulations, and Public Works Development Standards. Omissions on the plans does not constitute approval for the omission. Plans shall be reviewed and approved by the City Engineer and the Gridley Municipal Services Division.
13. Prior to recordation of the final map, the applicant shall coordinate with the Butte County Assessor's Office and Tax Collector to segregate any assessments against the properties and pay any delinquent, current, and future taxes and/or assessments against the properties as required.
14. Dedicate and improve the south one-half of Sycamore Street to the requirements of the City Engineer meeting the Public Works Standards.
15. Dedicate and improve the 60-foot wide local residential street right-of-way for the interior subdivision streets to the satisfaction of the City Engineer.
16. Dedicate a 10-foot public services easement adjacent to all public right-of-way frontages.
17. Prior to approval of a Final Map all of the following requirements shall be completed:
18. A registered engineer shall prepare and submit the following information to Gridley Department of Public Works for review and approval:
 - a. Calculations identifying the estimated rate of peak stormwater runoff from the cross area of the undivided site and abutting streets - as they exist at the time of approval of the tentative subdivision map- during currently adopted design storm event. The calculations shall be prepared in a manner consistent with the Gridley Public Works Construction Standards, and with standard engineering practice.
 - b. Construction details, plans and profiles, typical sections, specifications, and maintenance plans for any proposed stormwater detention facilities to be constructed to serve the parcels created by this subdivision.
 - c. An assessment against the development and individual parcels shall be established to fund the on-going maintenance costs associated with any approved stormwater detention facilities, lighting, landscape, cmu block wall on Sycamore Street, and drainage components as determined by the City Engineer.
 - d. Dedication of the area for the detention facilities, if required shall be made to the City of Gridley as a condition of recordation of the Final Map.
 - e. The design of surface detention facilities, if required, shall minimize use of the facility by mosquitoes for breeding by incorporating some or all of the features recommended by the Butte County Mosquito and Vector Control

District.

- f. All drainage improvements shall be constructed in conformance with the Gridley Public Works Construction Standards, the City of Gridley Master Drainage Plan, and the details shown on approved construction plans. The developer shall have a registered engineer prepare and submit construction details, plans and profiles, typical sections, specifications, and cost estimates to the Department of Public Works for review and approval prior to the recordation of the Final Map.
19. Telephone, cable television, and gas service shall be provided to all parcels in accordance with the Gridley Public Works Construction Standards, the Gridley Municipal Code, and the requirements of the agencies providing these services.
20. If any existing utilities must be relocated as a result of this subdivision, the agencies that own the facilities may require the developer to pay the cost of such relocations.
21. The lots shall be graded in conformance with the Gridley Public Works Construction Standards and the Gridley Municipal Code. The developer shall submit grading details, plans and specifications prepared by a registered engineer to the Department of Public Works for review and approval prior to the start of any work.
22. The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to the plaintiff in an action challenging the validity of this tentative subdivision map or any environmental or other documentation related to approval of this tentative subdivision map.
23. In order to mitigate noise impacts from on the residential development, the applicant shall erect a 6'-high solid CMU split face capped sound wall adjacent to Sycamore Street prior to the acceptance of the improvements for the project. Landscaping and irrigation shall be constructed on the north face of the wall to the satisfaction of the Planning Director.
24. Provide existing topo 100 feet beyond boundary and proposed finish grade contour lines both at 1-foot contour intervals.
25. Provide water distribution plan, proposed sizes and tie in locations.
26. Proposed fire hydrant locations.
27. Develop conceptual sewer plan, proposed sizes, slopes, sewer manholes and tie in locations.
28. Develop conceptual drainage plan, sizes and overland release and detention facilities.
29. Show public utility easements (PUE) on plan.
30. Provide Landscape Plan for frontage along Sycamore Street.
31. Show all existing public facilities on Sycamore Street.
32. Show proposed building setbacks for each parcel or provide a typical set back detail for interior lots and corner lots.
33. All overhead utilities shall be underground within subdivision.
34. Street lighting shall be provided along Sycamore Street and within the interior of the subdivision. The lighting layout will be approved by the City and will be decorative acorn lighting.
35. Palm Lane to be constructed both sides.
36. Place road barrier at future road connection to south property.

37. Street names to be reviewed and approved by the Planning Department.
38. Electrical and Water to be looped into existing infrastructure.
39. Meet requirements of Reclamation District 833. The proposed development shall mitigate the increased stormwater runoff such that RD833 facilities and properties served by the District aren't impacted due to the increased stormwater. The water surface elevation within the District canals, and any existing flooding duration within the District shall not be increased.

This shall be demonstrated by a detailed engineering analysis of the development and District facilities, or by mitigating post-development flows to that of pre-development conditions for 10, 25, 50, and 100-year events. Pre-development release rates shall take into consideration existing conditions within the District facilities. The increased volume of water also has a negative impact to downstream facilities and properties. The proposed development shall meter the 100-year post-development event volume such that the total volume of water discharged from the site over a 30-hour period is not increased as compared to the 100-year pre-development event volume.

Reclamation District 833 shall review and approve the detention facility design with costs being reimbursed by the developer to the District.

40. Note to abandon existing road and PUE that bisects the property.
41. Verify the piping underground that is RD 833 at south property and identify the location of the access vault.
42. Identify lot for storm water detention basin, if necessary.

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at the regular City Council meeting of the City of Gridley held on the 2nd day of December, 2019, by the following vote:

AYES:	COUNCIL MEMBERS	Williams, Torres, Crye, Johnson
-------	-----------------	---------------------------------

NOES:	COUNCIL MEMBERS	Borges
-------	-----------------	--------

ABSTAIN:	COUNCIL MEMBERS	None
----------	-----------------	------


ABSENT:	COUNCIL MEMBERS	None
---------	-----------------	------

ATTEST:

APPROVE:



Paul Eckert, City Clerk



Bruce Johnson, Mayor



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO REZONE AN APPROXIMATELY 5.4 ACRES FROM RESIDENTIAL SUBURBAN (RS) TO SINGLE FAMILY RESIDENTIAL DISTRICT (R-1) LOCATED ON THE SOUTH SIDE OF SYCAMORE STREET (010-270-120)

WHEREAS, the Planning Commission held a publicly noticed hearing on October 16, 2019 regarding the proposal to rezone approximately 5.4 acres from Residential Suburban (RS) to Single Family Residential District (R-1); and,

WHEREAS, at the close of the October 16, 2019 public hearing the Planning Commission recommended the City Council approve rezoning the property; and,

WHEREAS, the City Council reviewed the recommendation of the Planning Commission, considered the Initial Study and Negative Declaration, has found that the proposed rezone could not have a significant effect on the environment; and,

WHEREAS, the City Council accepted the Negative Declaration by adopting Resolution Number 2019-R-035 on December 2, 2019; and,

WHEREAS, the City Council duly introduced Ordinance 832-2019 by reading of title only at a regular meeting of the City Council held on December 2, 2019; and,

WHEREAS, the City Council of the City of Gridley ordains as follows:

SECTION 1: The City Council finds that the rezone of Assessor Parcel Number 010-270-120 is consistent with the 2030 General Plan.

SECTION 2: The City Council of the City of Gridley approves the rezone of Assessor Parcel Number 010-270-120 from Residential Suburban (RS) to Single Family Residential District (R-1).

SECTION 3: The Zoning Map of the City of Gridley on file with the City Clerk, designating and dividing the City into zoning districts, is hereby amended, in accordance with the herein description and Exhibit A.

SECTION 4: This ordinance shall be effective thirty (30) days from the date of the second reading of the ordinance.

I HEREBY CERTIFY that the foregoing property rezone of APN 010-270-120 as noted Sections 1-4 and as shown on Exhibit A was approved and the second reading and adoption by reading of title only was effected at the regular meeting of the City Council of the City of Gridley, California, held on the 16th day of December, 2019, by the following vote:

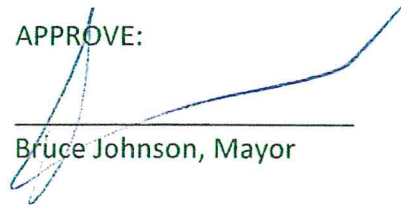
AYES:	COUNCILMEMBERS	Johnson, Torres, Crye, Williams
NOES:	COUNCILMEMBERS	Borges
ABSENT:	COUNCILMEMBERS	None
ABSTAIN:	COUNCILMEMBERS	None

ATTEST:



Paul Eckert, City Clerk

APPROVE:



Bruce Johnson, Mayor

APPROVED AS TO FORM:



Anthony Galyean, City Attorney

EXHIBIT A

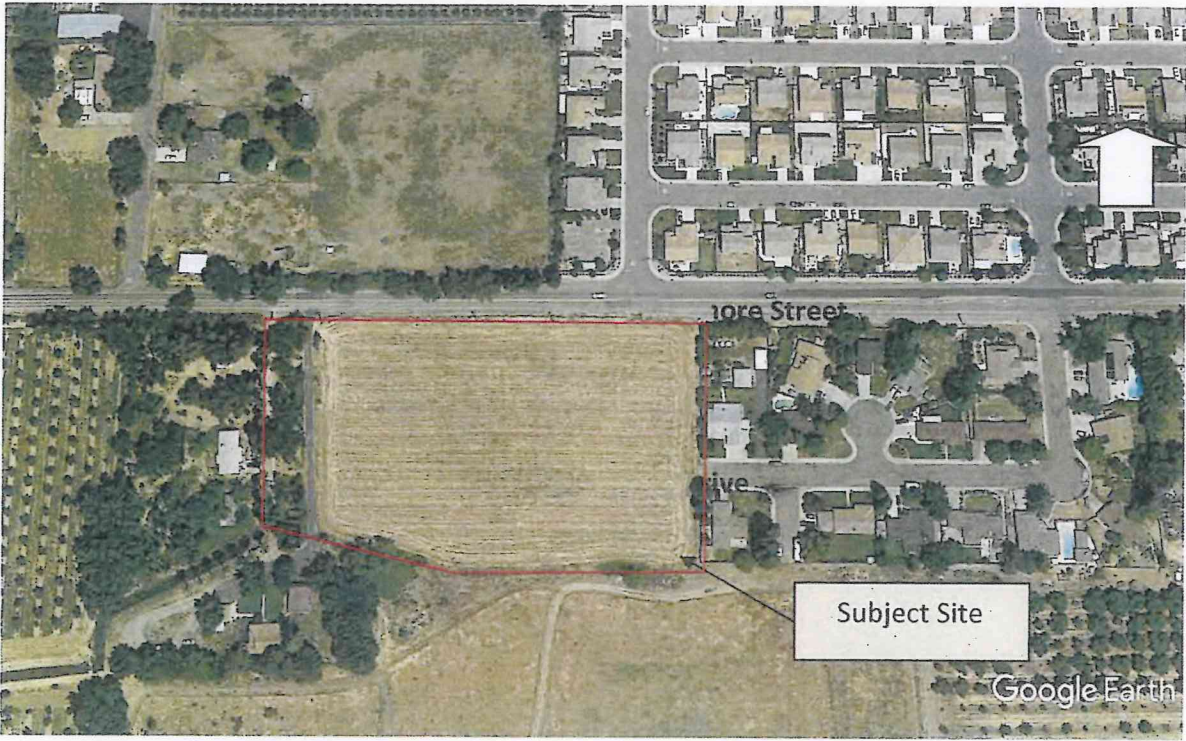


Figure 1: Location Map



SUBJECT
AREA

From:

Residential Suburban

Rezoned to:

R-1, Single Family Residential