

Gridley City Council – Regular City Council Meeting Agenda

Monday, August 19th, 2019; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

CALL TO ORDER - Mayor Johnson

ROLL CALL - Recording Secretary

PLEDGE OF ALLEGIANCE – Councilmember Crye

PROCLAMATIONS – None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES - None

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

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

1. City Council minutes dated August 5, 2019
2. Approval of Resolutions 2019-R-018, 2019-R-019, 2019-R-020, and 2019-R-021 Authorizing the Levy of Assessment District Expenses for the Butte County 2019-2020 Tax Roll

PUBLIC HEARING – None

ITEMS FOR COUNCIL CONSIDERATION

3. Approval of Butte Subbasin Cooperation Agreement
4. Approval of New Playground Equipment for Vierra Park
5. City Council Committee Assignments

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):

Potential Cessation of Net Metering Program	9/3/2019
Police Department Digital radio system	9/3/2019
Police Vehicle Purchase	9/3/2019
Cat Population Control Program	9/16/2019

CLOSED SESSION

1. Conference with Labor Negotiators pursuant to Government Code 54957.6 to meet and confer with International Brotherhood of Electrical Workers and Gridley Police Officers Association

ADJOURNMENT – adjourning to the next regularly scheduled meeting on Tuesday, September 3, 2019

NOTE 1: POSTING OF AGENDA- This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., August 16th, 2019, in accordance with Government Code Section 54954.2. 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 – DRAFT City Council Meeting Minutes

Monday, August 5th, 2019; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

CALL TO ORDER

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

ROLL CALL

Councilmembers

Present: Williams, Borges, Johnson, Torres
Absent: None
Arriving after roll call: None

Staff present: Paul Eckert, City Administrator
Tony Galyean, City Attorney
Al Byers, Police Chief
Daryl Dye, Utilities Director

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Johnson

PROCLAMATIONS – None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES

- New Police Officer Ruben Quihuiz

Chief Byers introduced Officer Quihuiz to the Council and Staff. Officer Quihuiz comes to Gridley with over 13 years’ experience at the Oroville Police Department where Chief Byers worked with him for eight years. Officer Quihuiz thanked Council for the opportunity to work in Gridley.

COMMUNITY PARTICIPATION FORUM

Mayor Johnson opened the forum and seeing no one present wishing to speak, the forum was closed.

CONSENT AGENDA

1. City Council minutes dated July 1, 2019
2. Appointment of two new Planning Commissioners

Motion to approve the Consent Agenda by Councilmember Torres, seconded by Vice Mayor Williams

Motion passed, all in favor

PUBLIC HEARING – None

ITEMS FOR COUNCIL CONSIDERATION

3. Approval of Letter to Butte County Board of Supervisors Opposing Hemp Farm

Administrator Eckert reviewed the letter expressing Council's and the community's dismay and concern over the Agriculture Commissioner's approval of a hemp farm directly adjacent to 1/3 of the Gridley community, Gridley High School and Orchard Hospital and it's senior housing.

Motion to approve sending the letter by Councilmember Torres, seconded by Councilmember Borges.

ROLL CALL VOTE

Ayes: Johnson, Torres, Borges, Williams

Motion passed, 4-0

4. Presentation of new software program Crime Graphic Citizen RIMS

Chief Al Byers briefly demonstrated how to use the new Citizen RIMS and explained the benefits of the program. He encouraged all to use the program when they have an inquiry regarding an incident in progress (or in the past) and also to register their personal security systems to be able to assist the Gridley-Biggs Police Department in criminal cases.

5. Swearing in and seating of new Council Member Quintin Crye

City Attorney Tony Galyean administered the Oath to Quintin Crye and Crye was seated with City Council.

Attorney Galyean announced that a Speaker Card had been turned in late and the Mayor could choose to re-open the Community Participation Forum to hear the public comment.

Mayor Johnson re-opened the Forum and Kay Ball of 1680 West Biggs Gridley Road addressed Council expressing her ongoing concern about the number of stray cats in the area.

CITY STAFF AND COUNCIL COMMITTEE REPORTS

Mayor Johnson reported on the Butte County Mosquito and Vector Control District meeting he attended.

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

Potential Cessation of Net Metering Program	8/19/2019
Police Department Digital radio system	9/3/2019

CLOSED SESSION

6. Conference with Labor Negotiators pursuant to Government Code 54957.6 to meet and confer with International Brotherhood of Electrical Workers and Gridley Police Officers Association

Council went into Closed Session at 6:40 p.m. and came out of Closed Session at 7:41 p.m. with no reportable action.

ADJOURNMENT

With no items for further discussion, Council adjourned at 7:41 p.m. to the next regularly scheduled meeting on August 19, 2019.

Paul Eckert, City Clerk

City Council Agenda Item #2
Staff Report

Date: August 19, 2019

To: Mayor and City Council

From: Paul Eckert, Finance Director / City Administrator

Subject: Approval of Resolutions 2019-R-018, 2019-R-019, 2019-R-020, and 2019-R-021
Authorizing the Levy of Assessment District Expenses for the Butte County 2019-2020
Tax Roll

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully requests that the Mayor and City Council receive a staff report and consider adoption of the four assessment district resolutions.

Background

The Gridley City Council previously approved the formation of the maintenance districts to construct, operate and maintain various public improvements within the newer subdivisions in the City under provisions of the Improvement Act of 1911. To finance the annual maintenance of this infrastructure, it is required to assess the expenses of maintenance and operation of the improvements upon the real property within the district to be benefited thereby. These resolutions represent the completion of that annual assessment process.

The City Engineer for the City of Gridley procured preparation of a report in accordance with law, including the improvement act of 1911, as well as the California State Constitution, Article XIII D, to set the amount and basis of the amounts to be assessed against each parcel within the districts, the adjustments to be made to annual assessments based upon increases in the Consumer Price Index and other particulars relating to the district. Pursuant to the provisions of Proposition 218, namely Article XIII D of the California Constitution, the City, after giving due and proper notice as required by Proposition 218, at its meeting of October 17, 2005 conducted a public hearing on the proposed modifications to the assessment pursuant to California Constitution Article XIII D, Section 4(e). The Tax Collector of the County of Butte was requested to levy and add to the tax bill sent by the County to the owner of each parcel of real property within the boundaries of the districts and operation and maintenance assessment for the fiscal year commencing 2005/2006, and for each year thereafter, which assessment was collected from each land owner with the proportioning of the collection between the first installment and the second installment to be determined by the County Tax Collector.

Fiscal Impact

The service level for the maintenance districts is recommended to be the same as prior year. The City has the authority to charge a CPI increase, but the City has not done so in several years. The City is not recommending a CPI increase at this time.

Compliance with City Council Strategic Plan or Budget Goals

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

Attachments

1. Resolution 2019-R-018: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO LEVY ASSESSMENT DISTRICT NO. 6 ON BUTTE COUNTY 2018-2019 TAX ROLL
2. Resolution 2019-R-019: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO LEVY ASSESSMENT DISTRICT NO.2 ON BUTTE COUNTY 2018-19 TAX ROLL
3. Resolution 2019-R-020: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO LEVY ASSESSMENT DISTRICT NO. 3 ON BUTTE COUNTY 2018-2019 TAX ROLL
4. Resolution 2019-R-021: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO LEVY ASSESSMENT DISTRICT NO. 1 ON BUTTE COUNTY 2018-2019 TAX ROLL

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GRIDLEY TO LEVY ASSESSMENT DISTRICT NO. 6 ON BUTTE COUNTY 2019-2020 TAX ROLL**

WHEREAS, the Gridley City Council previously approved the formation of Maintenance District # 6 (Resolution No. 2008-R-047) to construct, operate and maintain various public improvement within Bowwood estates under the improvement act of 1911, (Streets and Highways Code Section 5820, and 5821 et seq); and

WHEREAS, the City Council of the City of Gridley has determined that it is appropriate and necessary to assess the expenses of maintenance and operation of the improvements upon the real property within the district to be benefited thereby; and

WHEREAS, the City Engineer for the City of Gridley caused a report to be prepared in the manner provided by law, including the improvement act of 1911, as well as the California State Constitution, Article XIII D to set the amount and basis of the amounts to be assessed against each parcel within the Assessment District, the adjustments to be made to annual assessments based upon increases in the Consumer Price Index and other particulars relating to the District, and

WHEREAS, The Tax Collector of the County of Butte was requested to levy and add to the tax bill sent by the County to the owner of each parcel of real property within the boundaries of the Gridley Maintenance Assessment District No. 6, and operation and maintenance assessment for the fiscal year commencing 2009/2010 , and for each year thereafter, which assessment was collected from each land owner with the proportioning of the collection between the first installment and the second installment to be determined by the County Tax Collector; and

WHEREAS, Government Codes 54703 & 54718 provides the authority for the City to place the assessment on the tax roll.

NOW, THEREFORE, the City Council of the City of Gridley approved the assessment for 2019-2020 for the amount of \$ 559.44 without CPI increase. The benefit is to be provided to the owner of each parcel of real property within the boundaries of the Gridley Maintenance Assessment District No. 6.

I HEREBY CERTIFY that this Resolution of the City Council of the City of Gridley was duly introduced and passed at a regular meeting of the City Council of the City of Gridley held on the 19th day of August, 2019 by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ATTEST:

APPROVE:

Paul Eckert, City Clerk

Bruce Johnson, Mayor

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GRIDLEY TO LEVY ASSESSMENT DISTRICT NO.2 ON BUTTE COUNTY 2019-2020 TAX ROLL**

WHEREAS, the Gridley City Council previously approved the formation of Maintenance District #2 (Resolution No. 2004-R-004) to construct, operate and maintain various public improvements within the Eagle Meadows subdivision under provisions of the Improvement Act of 1911 (Streets and Highways Code Section 5000 and 5821, et seq); and

WHEREAS, the City Council of the City of Gridley has determined that it is appropriate and necessary to assess the expenses of maintenance and operation of the improvements upon the real property within the district to be benefited thereby; and

WHEREAS, the City Engineer for the City of Gridley caused a report to be prepared in the manner provided by law, including the improvement act of 1911, as well as the California State Constitution, Article XIII D, to set the amount and basis of the amounts to be assessed against each parcel within the Assessment District, the adjustments to be made to annual assessments based upon increases in the Consumer Price Index and other particulars relating to the District, and

WHEREAS, pursuant to the provisions of Proposition 218, namely Article XIII D of the California Constitution, the City, after giving due and proper notice as required by Proposition 218, at its meeting of October 17, 2005 conducted a public hearing on the proposed modifications to the assessment pursuant to California Constitution Article XIII D, Section 4(e); and

WHEREAS, The Tax Collector of the County of Butte was requested to levy and add to the tax bill sent by the County to the owner of each parcel of real property within the boundaries of the Gridley Maintenance Assessment District No. 2, and operation and maintenance assessment for the fiscal year commencing 2005/2006, and for each year thereafter, which assessment was collected from each land owner with the proportioning of the collection between the first installment and the second installment to be determined by the County Tax Collector; and

WHEREAS, Government Codes 54703 & 54718 provides the authority for the City to place the assessment on the tax roll.

NOW, THEREFORE, the City Council of the City of Gridley approves the assessment for 2019-2020 for the amount of \$570.82 without a CPI increase. The benefit is to be provided to the owner of each parcel of real property within the boundaries of the Gridley Maintenance Assessment District No.2.

I HEREBY CERTIFY that this Resolution of the City Council of the City of Gridley was duly introduced and passed at a regular meeting of the City Council of the City of Gridley held on the 19th day of August, 2019 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

Paul Eckert, City Clerk

APPROVE:

Bruce Johnson, Mayor

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GRIDLEY TO LEVY ASSESSMENT DISTRICT NO. 3 ON BUTTE COUNTY 2019-2020 TAX ROLL**

WHEREAS, the Gridley City Council previously approved the formation of Maintenance District #3 (Resolution No. 2004-R-065) to construct, operate and maintain various public improvements within the Heron Landing subdivision under provisions of the Improvement Act of 1911 (Streets and Highways Code Section 5000 and 5821, et seq); and

WHEREAS, the City Council of the City of Gridley has determined that it is appropriate and necessary to assess the expenses of maintenance and operation of the improvements upon the real property within the district to be benefited thereby; and

WHEREAS, the City Engineer for the City of Gridley caused a report to be prepared in the manner provided by law, including the improvement act of 1911, as well as the California State Constitution, Article XIII D, to set the amount and basis of the amounts to be assessed against each parcel within the Assessment District, the adjustments to be made to annual assessments based upon increases in the Consumer Price Index and other particulars relating to the District, and

WHEREAS, The Tax Collector of the County of Butte was requested to levy and add to the tax bill sent by the County to the owner of each parcel of real property within the boundaries of the Gridley Maintenance Assessment District No. 3, and operation and maintenance assessment for the fiscal year commencing 2005/2006, and for each year thereafter, which assessment was collected from each land owner with the proportioning of the collection between the first installment and the second installment to be determined by the County Tax Collector; and

WHEREAS, Government Codes 54703 & 54718 provides the authority for the City to place the assessment on the tax roll.

NOW, THEREFORE, the City Council of the City of Gridley approves the assessment for 2019-2020 for the amount of \$208.96 without a CPI increase. The benefit is to be provided to the owner of each parcel of real property within the boundaries of the Gridley Maintenance Assessment District No.3.

I HEREBY CERTIFY that this Resolution of the City Council of the City of Gridley was duly introduced and passed at a regular meeting of the City Council of the City of Gridley held on the 19th day of August, 2019 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

Paul Eckert, City Clerk

Bruce Johnson, Mayor

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GRIDLEY TO LEVY ASSESSMENT DISTRICT NO. 1 ON BUTTE COUNTY 2019-2020 TAX ROLL**

WHEREAS, the Gridley City Council previously approved the formation of Maintenance District #1 (Resolution No. 25 (1999 Series)) to construct, operate and maintain the specific facility of storm and flood water within the Richins subdivision under the benefit act of 1982, (Streets and Highways Code Section 3110, and 5821 et seq); and

WHEREAS, the City Council of the City of Gridley has determined that it is appropriate and necessary to assess the expenses of maintenance and operation of the improvements upon the real property within the district to be benefited thereby; and

WHEREAS, the City Engineer for the City of Gridley caused a report to be prepared in the manner provided by law, including the improvement act of 1982, as well as the California State Constitution, Article XIII 4(e)) to set the amount and basis of the amounts to be assessed against each parcel within the Assessment District, the adjustments to be made to annual assessments based upon increases in the Consumer Price Index and other particulars relating to the District, and

WHEREAS, The Tax Collector of the County of Butte was requested to levy and add to the tax bill sent by the County to the owner of each parcel of real property within the boundaries of the Gridley Maintenance Assessment District No. 1, and operation and maintenance assessment for the fiscal year commencing 1999/2000, and for each year thereafter, which assessment was collected from each land owner with the proportioning of the collection between the first installment and the second installment to be determined by the County Tax Collector; and

WHEREAS, Government Codes 54703 & 54718 provides the authority for the City to place the assessment on the tax roll.

NOW, THEREFORE, the City Council of the City of Gridley approved the assessment for 2019-2020 for the amount of \$113.52 without any CPI increase. The benefit is to be provided to the owner of each parcel of real property within the boundaries of the Gridley Maintenance Assessment District No.1.

I HEREBY CERTIFY that this Resolution of the City Council of the City of Gridley was duly introduced and passed at a regular meeting of the City Council of the City of Gridley held on the 19th day of August 2019 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

Paul Eckert, City Clerk

Bruce Johnson, Mayor

City Council Agenda Item #3
Staff Report

Date: August 19, 2019

To: Mayor and City Council

From: Dave Harden, City Engineer
Paul Eckert, City Administrator/Finance Director

X	Regular
	Special
	Closed
	Emergency

Subject: Cooperative Agreement among Groundwater Sustainability Agencies in the Butte Subbasin

Recommendation

Staff respectfully requests Council review and approve the attached agreement and authorize the Mayor to sign the Cooperation Agreement Among Groundwater Sustainability Agencies in the Butte Subbasin.

Background

On September 16, 2014, Governor Jerry Brown signed into law a three-bill legislative package. SGMA requires governments and water agencies of [high and medium priority basins](#) to halt overdraft and bring groundwater basins into balanced levels of pumping and recharge. Under SGMA, these basins should reach sustainability within 20 years of implementing their sustainability plans. For critically over-drafted basins, that will be 2040. For the remaining high and medium priority basins, 2042 is the deadline.

Through the Sustainable Groundwater Management Program, DWR provides ongoing support to local agencies through guidance and financial and technical assistance.

SGMA empowers local agencies to form [Groundwater Sustainability Agencies \(GSAs\)](#) to manage basins sustainably and requires those GSAs to adopt [Groundwater Sustainability Plans \(GSPs\)](#) for crucial groundwater basins in California.

The Cooperative Agreement will give Gridley the opportunity to participate in a regional sub-basin Ground Water Management Plan (GWMP), rather than develop a separate one.

Fiscal Impact

Initial costs will include staff time, engineering involvement, Councilmember involvement. Non-participation could cost the City upwards of \$500,000 to develop our own GWMP.

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.

Attachment

Cooperative Agreement among Groundwater Sustainability Agencies in Butte Subbasin

COOPERATION AGREEMENT AMONG GROUNDWATER SUSTAINABILITY AGENCIES IN THE BUTTE SUBBASIN

This COOPERATION AGREEMENT (“Agreement”) establishing cooperation among the Butte Subbasin Groundwater Sustainability Agencies (GSAs) is made and entered into and effective upon the date when the last Member Agency signs this Agreement (“Effective Date”) by and among the public agencies listed on the attached Exhibit A (“Members”).

Recitals

WHEREAS, in 2014, the California legislature adopted, and the Governor signed into law, three bills (SB 1168, AB 1739, and SB 1319) collectively referred to as the “Sustainable Groundwater Management Act” (“SGMA”), that initially became effective on January 1, 2015, and that has been amended from time-to-time thereafter; and

WHEREAS, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority, and technical and financial assistance necessary, to sustainably manage groundwater; and

WHEREAS, SGMA requires the designation of Groundwater Sustainability Agencies (“GSAs”) for the purpose of achieving groundwater sustainability through the adoption and implementation of Groundwater Sustainability Plans (“GSPs”) or an alternative plan for all medium and high priority basins as designated by the California Department of Water Resources (“DWR”); and

WHEREAS, each Member is a GSA, as defined by SGMA, duly organized and existing under and by virtue of the laws of the State of California, and each Member has water supply, water management or land use responsibilities within the Butte Subbasin, which is designated subbasin number 5-021.70 in the most recent edition of DWR Bulletin Number 118; and

WHEREAS, Section 10720.7 of SGMA requires all basins designated as high or medium priority basins by the DWR in its Bulletin 118 be managed under a GSP or coordinated GSPs pursuant to SGMA; and

WHEREAS, The Members have determined that the sustainable management of the subbasin pursuant to SGMA may best be achieved through the cooperation of the Members operating through this Agreement; and

WHEREAS, the Members agree that this Agreement does not establish or intend to be a GSA; and

WHEREAS, the Members desire, through this Agreement, to enter into this Agreement for the purpose of organizing the various GSAs in the Butte Subbasin and cooperating in the development of a single GSP for the Butte Subbasin; and

WHEREAS, the governing board of each Member has determined it to be in the Member’s best interest and in the public interest that this Agreement be executed;

NOW THEREFORE, In consideration of the matters recited and the mutual promises, covenant, and conditions set forth in this Agreement, the Members hereby agree as follows:

TERMS OF AGREEMENT

ARTICLE 1. DEFINITIONS

As used in this Agreement, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

- 1.1. "Agreement" means Cooperation Agreement.
- 1.2. "Basin" means the Butte Subbasin, to reflect the most recent Bulletin 118 boundaries and as currently shown on the map attached to this Agreement as Exhibit B, which is incorporated herein by this reference.
- 1.3. "Committee" shall mean any committee established pursuant to Article 8 of this Agreement.
- 1.4. Coordination Agreement means a legal agreement adopted between two or more GSAs that provides the basis for coordinating multiple GSAs or GSPs within a basin. Coordination Agreements are required if multiple GSAs in a basin prepare multiple GSPs.
- 1.5. "Effective Date" means the date on which the last Member executes this Agreement.
- 1.6. "Fiscal Year" means July 1 through June 30.
- 1.7. "GSA" shall mean a groundwater sustainability agency.
- 1.8. "GSP" shall mean a groundwater sustainability plan.
- 1.9. "Management Area" refers to an area within a basin for which a GSP may identify different minimum thresholds, measurable objectives, monitoring, or projects and management actions based on differences in water use sector, water source type, geology, aquifer characteristics, or other factors.
- 1.10. "Member" means each party to this Agreement that satisfies the requirements of section 6 of this Agreement, including any new members pursuant to Section 6 of this Agreement.
- 1.11. "Member's Governing Body" means the board of directors, trustees or other voting body that controls the individual public agencies that are Members.
- 1.12. "SGMA" has the meaning assigned to it in the first Recital of the Agreement.
- 1.13. "Specific Project" means a project undertaken by some, but not all Members, pursuant to Article 11 of this Agreement.
- 1.14. "State" means the State of California.

ARTICLE 2. PURPOSE OF THE AGREEMENT

2.1. The purpose of this Agreement is to (a) develop, adopt, and implement a legally sufficient GSP for the Basin in order to implement SGMA requirements and achieve the sustainability goals outlined in SGMA develop and implement a single GSP; (b) cooperatively carry out the purposes of SGMA. Additional purposes include (a) to coordinate subbasin-wide public involvement and stakeholder outreach and engagement in developing and implementing the Butte subbasin GSP; and (b) to maintain mutual respect for the autonomy of individual Members and preservation of each Member's separate legal authorities, powers, duties and rights as separate public agencies and GSAs, except as set forth in this Agreement.

ARTICLE 3. TERM

3.1. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until terminated pursuant to the provisions of Article 13.

3.2. By execution hereof, each Member certifies and declares that it is a legal entity that is authorized to be a Groundwater Sustainability Agency pursuant to California Water Code § 10723.

ARTICLE 4. PRESERVATION OF POWERS

4.1 Preservation of Powers. Each Member retains its powers granted through SGMA. Each Member reserves the right, in its sole and absolute discretion and all of its Members confirm that nothing contained herein shall:

4.1.1 Alter any water right, contract right, or any similar right held by its Members or any Member's landowners or customers, or amend a Member's water delivery practice, course of dealing, or conduct.

4.1.2 Limit or interfere with the respective Members' rights and authorities over their own internal matters, including, but not limited to, an agency's legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters.

4.1.3 Modify or limit a Member's police powers, land use authorities, well permitting or any other authority.

ARTICLE 5. BASIN COOPERATION

5.1 Within the Basin. Each Member recognizes the benefits of cooperation amongst the GSAs within the Butte Subbasin and, to that end, will in good faith and with the consent of each Member's governing body take actions to help effect the timely adoption of a GSP for the entire Basin and satisfy its ongoing obligations under SGMA, including the implementation and enforcement, if necessary, of the GSP. Such cooperation shall include, but not be limited to, prompt delivery of all necessary data and information to prepare the GSP and taking of all necessary actions to review, adopt and implement the GSP, including filing of annual reports and documents required by SGMA. The Members shall, whenever and as often as reasonably requested to do so by any other Member, execute, acknowledge, and deliver or cause to be

executed, acknowledged, and delivered any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting Member to carry out the purposes and intent of this Agreement. The Members intend to utilize the results of the Basin Setting project for relevant components of the Butte subbasin GSP (Appendix A).

5.2 Coordination between Basins. If consistent with this Agreement, including Article 4 (Preservation of Powers) and if required to comply with SGMA, the Members shall strive to coordinate between and among the other adjoining subbasins in complying with SGMA, which may include agreement to certain areas of coordination.

ARTICLE 6. MEMBERS

6.1. Initial Members. The initial Members of this Agreement shall be Biggs West-Gridley Water District, Butte Water District, City of Biggs, City of Gridley, County of Butte, Colusa Groundwater Authority, County of Glenn, Reclamation District No. 1004, Reclamation District No. 2106, Richvale Irrigation District, and Western Canal Water District.

6.2. New Members. Additional Parties may join the Agreement and become a Member provided that the prospective new member: (a) is an established GSA as provided by SGMA (Water Code §10723), (b) pays its share of all previously incurred costs, if any, (c) pays all applicable fees and charges, if any, and (e) receives unanimous consent of the existing Members, evidenced by the execution of a written amendment to this Agreement signed by all Members, including the additional public agency.

6.3 Role of Members. Each Member agrees to cooperate in the development of a single GSP for the Butte Subbasin pursuant to the terms of this Agreement and to comply with implementation of SGMA. This support will involve the following types of actions:

6.3.1. The members will provide designated staff to support facilitating the development of the GSP by making available staff time, information, services, and facilities within available resources.

6.3.2. Contributions of public funds and of personnel, services, equipment, or property may be made by any Member for any of the purposes of this Agreement, provided that no repayment will be made for such contributions unless otherwise agreed upon.

ARTICLE 7. MEMBER AGENCY ADVISORY BOARD

7.1. Formation of the Butte Subbasin Advisory Board. This Agreement shall hereby establish an Advisory Board which shall be composed of one (1) seat per Member. The Advisory Board shall meet at least annually. Without amending this Agreement, the composition of the Advisory Board may be altered from time to time to reflect the withdrawal of any Member and/or the admission of any New Member. The board shall be known as the “Butte Subbasin Advisory Board.” The Board shall consist of the following representatives, who shall be appointed in the manner set forth in Article 7:

7.1.1. One (1) representative appointed by the governing body of each Member, who shall be a member of the governing body of the Member (each, a “Member Director”).

7.1.2 One (1) alternate representative appointed by the governing board of each Member, who may be a member of the governing body or designee of the Member (each, an “Alternate Member Director”).

7.2 Purpose of the Butte Subbasin Advisory Board. The purpose of the Advisory Board shall be to establish: 1) a GSA cooperation forum of Member Directors; 2) a publicly noticed venue pursuant the Ralph M. Brown Act for public involvement in GSP development and implementation in the Basin; 3) a mechanism whereby Members raise and attempt in good faith to resolve disputes that may occur between and among Members pursuant Article 9.2 of this Agreement; and 4) to make advisory recommendations to the Members concerning development and implementation of the GSP. All decision-making authority resides with the Members’ governing bodies pursuant Article 9 of this Agreement.

7.3. Alternate Member Directors. Alternate Member Directors shall not participate as a Member Director in any discussions or deliberations of the Advisory Board unless appearing as a substitute for a Member Director due to absence. If the Member Director is not present, the Alternate Member Director appointed to act in his/her place shall have the authority to act in his/her absence. Alternate Member Directors are encouraged to attend all Advisory Board meetings and stay informed on current issues before the Board.

7.4. Terms. The term for each member of the Advisory Board is four (4) years and these individuals may be reappointed. Each Member Director and Alternate Member Director shall serve at the pleasure of the appointing Member’s Governing Body and may be removed from the Advisory Board by the appointing Members’ Governing Body at any time. If at any time a vacancy occurs on the Advisory Board, a replacement shall be appointed by the appropriate Member to fill the unexpired term of the previous Member Director’s seat pursuant to this Article 7 and within ninety (90) days of the date that such position becomes vacant.

7.5. Removal of Advisory Board Members. A Director who no longer meets the qualifications set forth in section 7.1 is automatically removed from the Advisory Board. Upon removal of a Member Director, the Alternate Member Director shall serve as a Member Director until a new Member Director is appointed.

ARTICLE 8. OTHER COMMITTEE FORMATION

8.1 Other Committees. The Advisory Board may, upon majority vote, form additional committees to assist in the implementation of this Agreement and SGMA, including committees comprised of staff representatives from the Members. Committee meetings shall be noticed to and open to other Members.

ARTICLE 9. DECISION-MAKING AND DISPUTE RESOLUTION

9.1. Decision-making Authority. Decision-making authority resides with the respective Members’ governing bodies. Topics where the Members desire coordinated decision making will be considered by the Advisory Board, and the Member Directors will strive for unanimous recommendations that will be presented to each Member’s governing bodies for consideration.

9.2 Dispute Resolution. It is the desire of Members to informally resolve all disputes and controversies related to this Agreement, whenever possible, at the least possible level of formality and cost. If a dispute occurs, the disputing members shall meet and confer to discuss in

an attempt to resolve the matter. If informal resolution cannot be achieved, the matter will be referred to the Advisory Board for resolution. The Advisory Board may engage the services of a trained mediator or resort to all available legal and equitable remedies to resolve disputes.

ARTICLE 10. MANAGEMENT AREAS

10.1 Formation of Management Areas. The Member Agencies may form Management Areas within the Basin. If Management Areas are formed the following shall apply.

10.1.1 Common and Management Areas Chapters. The GSP will be organized so that there are GSP chapters that address issues common to all Members followed by Management Area chapters that may include specific minimum thresholds, measurable objectives, monitoring protocols and projects. All chapters must be consistent with the Basin sustainability goals.

10.1.2 Management Area Lead Responsibilities and Coordination. Each of the Members will have the responsibility to cooperatively develop their relevant Management Area chapter(s) for inclusion into the GSP. The development of all Management Area chapters will be coordinated through the Advisory Board to ensure consistency and efficiency.

10.1.3 Retention of Powers Granted through SGMA. Each Member as a GSA has the sole right to: 1) approve the sections or chapters of the GSP related to Sustainable Criteria and Projects and Actions as applicable within the Member's boundaries or Management Area; 2) consider the interests of beneficial uses and users as required by Water code §10723.4 and GSP regulation §354.10; and 3) exercise the powers, without limitation, conferred upon a GSA by SGMA.

10.1.4 Failure to Submit Management Area Chapter. In the event of a failure by any Member to develop and submit a Management Area chapter within the deadline set by mutual agreement, failure to comply may lead to Involuntary Termination pursuant 13.3 of this Agreement, or other legal remedies available to the Members.

10.1.5 Additional Management Areas. Additional Management Areas may be defined and established by unanimous agreement of the Members.

ARTICLE 11. SPECIFIC PROJECTS

11.1. Member Specific Projects. In addition to the general activities undertaken by all Members of this Agreement, individual Members may initiate specific projects to implement or comply with SGMA or the GSP that involve less than all Members, provided such Member or Members enter into a Project Agreement.

11.2. Project Agreement. Prior to undertaking any Member specific project in Section 11.2 that does not involve all Member Agencies, the Members electing to participate in the Project shall enter into a Project Agreement. A Member may elect not to participate in a specific project matter by providing notice and not entering into the Project Agreement specific to the matter in which the Member has elected not to participate. Each Project Agreement shall provide the terms and conditions by which the Members that enter into the Project Agreement will participate in the Project. All assets, rights, benefits, and obligations attributable to the Project shall be assets, rights, benefits, and obligations of those Members which have entered into the

Project Agreement. Any debts, liabilities, obligations, or indebtedness incurred in regard to a particular Project shall be the debts, liabilities, obligations, and indebtedness of those Members who have executed the Project Agreement in accordance with the terms thereof and shall not be the debts, liabilities, obligations, and indebtedness of those Members who have not executed the Project Agreement.

ARTICLE 12. FINANCIAL PROVISIONS

12.1. Funding and Contributions. This Agreement shall be initially funded through a GSP grant awarded by the DWR to Butte County and through in-kind contributions of Members. In subsequent years and as needed, continuing cooperation may be funded by additional Member contributions. If the Members decide that cost-sharing is required for any contract or expenditure made pursuant to this Agreement, any cost-sharing allocations shall be agreed to in writing by the Members in advance of executing any contracts with consultants, vendors, or other contractors or incurring any expense. Such written approval for cost-sharing shall be subject to any necessary approvals required by each Member's governing body or designee pursuant to that Member's contract approval procedures. Any such contracts shall be drafted in a manner that reflects that consultants, vendors, or contractors hired to perform work under this Agreement are working on behalf of the Members and will be expected to work with the Members on a collective basis and with each Member on an individual basis, as needed. Such contracts shall be made enforceable by the Members. The contracts shall include appropriate indemnity and insurance provisions agreed upon by the Members. In the event a Member of this Agreement acts as the official contracting party and executes a contract on behalf of the Members (the "Contracting Party"), the Contracting Party:

12.1.1. shall comply with all applicable local, state, and federal laws including, without limitation, the California Public Contract code and California Labor Code;

12.1.2. shall provide the other Members a reasonable opportunity to review any bids received and to review and provide input on any draft contract prior to its execution;

12.1.3. shall not approve any change orders that increase the cost of the original contract by more than 10% without prior consultation and written consent of the other Members;

12.1.4. shall provide diligent oversight of the work conducted by any contractor, vendor, or consultant under contract executed pursuant to this Agreement; and

12.1.5 shall maintain complete, accurate, and clearly identifiable records with respect to all contracts executed and provide to the other Members, upon reasonable request, all records, documents, reports, conclusions, work product, and other information related in any way to any contract executed on behalf of the Members pursuant to this Agreement.

ARTICLE 13. WITHDRAWAL AND TERMINATION

13.1. Withdrawal. A Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement by providing notice of withdrawal, in writing, to the other Members and complying, as applicable, with the following:

13.1.1 Notices of withdrawal shall state whether the withdrawing Member intends to prepare its own GSP for its GSA area and will be effective not less than sixty (60) days following delivery of the notice. If the withdrawing Member elects in the notice to prepare its own GSP, then the withdrawing Member and remaining Members shall meet and confer as often as necessary during the 60-day period to negotiate and finalize a legally sufficient Coordination Agreement (Water Code 10721(d)) required under SGMA.

13.1.2. Notices of withdrawal submitted after the time period established in Section 13.1.1 shall not be effective until the Members have met, conferred and satisfactorily resolved issues associated with the withdrawal to ensure that the withdrawal does not cause the Butte Subbasin to be noncompliant with SGMA and potentially subject the Subbasin to probationary status. Withdrawing Members or the withdrawing Member's successor GSA shall be entitled to utilize the GSP for future implementation of SGMA within its GSA boundaries.

13.2. Termination of Agreement. This Agreement may be rescinded by unanimous written consent of all Members.

13.3. Involuntary Termination. The Members acknowledge that SGMA requires that multiple GSPs within a given Basin must be coordinated by using the same data and methodologies for certain required technical assumptions and that the entire Subbasin must be covered by one or more GSPs for the Basin to be deemed in compliance with SGMA. As a result, upon unanimous recommendation by the Advisory Board and determination by the respective Members' governing bodies that the actions of any Member: 1) fail to comply with the terms of this Agreement; or 2) conflict with or undermines the preparation and implementation of the requirements of SGMA, upon resolution from the remaining Member agencies' governing bodies may terminate that Member's membership in this Agreement, provided that prior to any Advisory Board vote to remove a Member involuntarily, the Members have engaged in at least the informal dispute resolution process as set forth in Section 9.2.

13.4. Right of Member in Event of Withdrawal or Termination. Upon withdrawal or termination of this Agreement, any Member shall be entitled to use data or other information developed through this Agreement during its time as a Member.

ARTICLE 14. MISCELLANEOUS

14.1. No Predetermination or Irretrievable Commitment of Resources. Nothing in this Agreement shall constitute a determination by any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, has been completed.

14.2. Notices. Notices hereunder shall be sufficient if delivered via electronic mail, First-Class mail or facsimile transmission to the addresses as specified in Exhibit A.

14.3. Amendment. This Agreement may be amended at any time, by unanimous agreement of the Members, provided that before any amendments shall be operative or valid, it

shall be reduced to writing and signed by all Members hereto.

14.4. Agreement Complete. This Agreement constitutes the full and complete agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

14.5. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

14.6. Execution in Counterparts. The Parties intend to execute this Agreement in counterparts. It is the intent of the Parties to hold one (1) counterpart with single original signatures to evidence the Agreement and to thereafter forward four (4) other original counterparts on a rotating basis for all signatures. Thereafter, each Member shall be delivered an originally executed counterpart with all Member signatures.

14.7. Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of this Agreement as to the remaining Members shall not be affected thereby.

14.8. Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

14.9. Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors or assigns of the Members.

14.10. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and any action related to the terms of this Agreement will be filed in Butte County Superior Court.

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the date of execution of this Agreement.

By: _____ Date: _____
Chair of the Board of Directors, Biggs West Gridley Water District

By: _____ Date: _____
Chair of the Board of Directors, Butte Water District

By: _____ Date: _____
Mayor, City of Biggs

By: _____ Date: _____
Mayor, City of Gridley

By: _____ Date: _____
Chair of the Board of Directors, Colusa Groundwater Authority

By: _____ Date: _____
Board of Supervisors Chair, County of Butte

By: _____ Date: _____
Board of Supervisors Chair, County of Glenn

By: _____ Date: _____
Chair of the Board of Trustees, Reclamation District 1004

By: _____ Date: _____
Chair of the Board of Trustees, Reclamation District 2106

By: _____ Date: _____
Chair of the Board of Directors, Richvale Irrigation District

By: _____ Date: _____
Chair of the Board of Directors, Western Canal Water District

Exhibit A: List of Member Agencies

Biggs West Gridley Water District
1713 West Biggs Gridley Road
Gridley, CA 95948

Butte Water District
735 Virginia Street
Gridley, CA 95948

City of Biggs
465 C Street
Biggs, CA 95917
P.O. Box 307
Biggs, CA 95917

City of Gridley
685 Kentucky Street
Gridley, CA 95948

Colusa Groundwater Authority
100 Sunrise Blvd.
Colusa, CA 95932

County of Butte
25 County Center Drive
Oroville, CA 95965

County of Glenn
525 West Sycamore Street
Willows, CA 95988

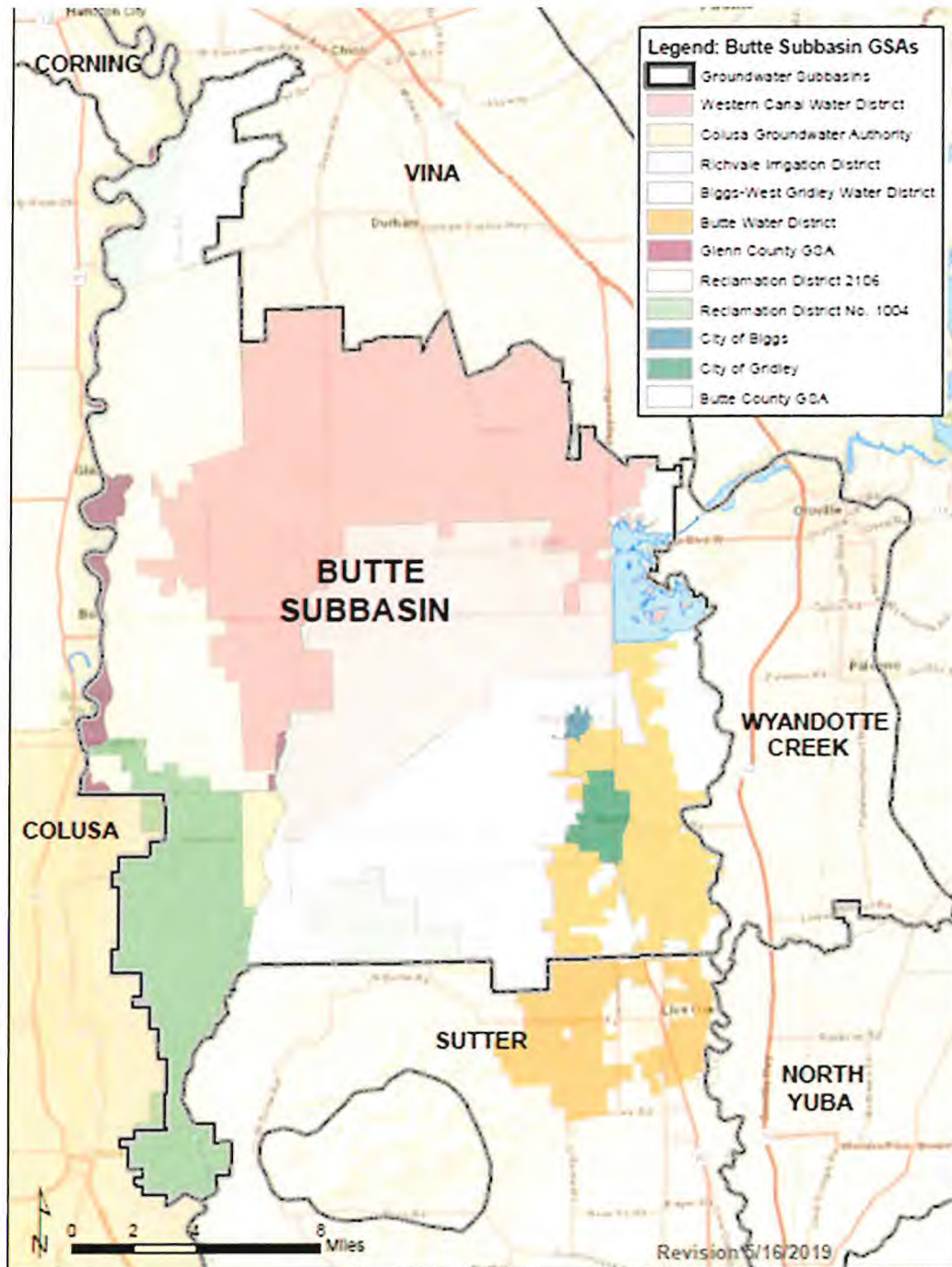
Reclamation District 1004
135 5th Street
Colusa, CA 95932

Reclamation District 2106
8369 Hugh Baber Lane
Chico, CA 95928

Richvale Irrigation District
1193 Richvale Highway
Richvale, CA 95974

Western Canal Water District
2003 Nelson Road
Nelson, CA 95958

Exhibit B: Butte Subbasin Map and jurisdictional boundaries of Member GSAs



Appendix A: Basin Setting Description

APPENDIX A

BASIN SETTING DESCRIPTION

Basin Setting. – The development of the Groundwater Sustainability Plan (GSP) began in 2018 through the development of the Basin Setting project. The Basin Setting project will develop required portions of the GSP to fulfill the requirements for the Hydrogeologic Conceptual Model, water budget, groundwater conditions, monitoring network and other technical aspects of all three GSPs being submitted from the Butte, Vina and Wyandotte Creek subbasins allowing for utilization of the same data, analyses and results from the Basin Setting Project. Content for the following chapters will be developed for the GSPs:

1. Hydrogeologic Conceptual Model (§354.14)
 - a) Map of Recharge Areas (§10727.2(d)(4))
2. Current and Historical Groundwater Conditions (§354.16)
3. Water Budget Information (§354.18)
 1. Surface Water Supplies (§10727.2(d)(5))
4. Data and Reporting Standards (§352.4)
5. Data Management System (§354.6)
6. Water Resource Monitoring and Management Programs (§354.8(c-e))
7. Monitoring Protocols (§352.2)
8. Monitoring Networks (§354.34)
9. Monitoring Network Assessment and Improvement (§354.38)

City Council Agenda Item #4
Staff Report

Date: August 19, 2019

To: Mayor and City Council

From: Recreation Manager Trina Leishman

Subject: Purchase and Installation of new Vierra Park Playground Equipment

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully recommends that the City Council authorize the purchase and installation of new Playground Equipment for Vierra Park and approve 50% of the funding of the equipment – \$90,000 utilizing Park Impact Fee Revenue and General Fund Lease Revenues from the Gridley FEMA Group Site and authorize the City Administrator to sign the purchase agreement with Miracle Play Systems. The other 50% of the funding will be received from donations and grants.

Background

Recreation Manager Trina Leishman has worked for the past year to significantly upgrade Recreation Programming and Parks and Recreation facilities, including new state-of-the-art playground equipment for our flagship park, Vierra Park. A top priority has been to install equipment that appeals to a wider array of age groups and that attracts visitors from both Gridley and adjoining communities. The Recreation Manager has worked closely with potential bidders, grant funding agencies, and other City staff including the Finance Director, Utilities Director, and City Administrator. Public Works has committed to helping with the concrete and dirt work to reduce the project costs.

The Recreation Manager applied for and received a \$25,000 grant from the North Valley Community Foundation. Staff is additionally working with various non-profits, including local services clubs, businesses, and individuals to fund approximately 50% of the overall total costs of the project.

While the Vierra Park survey is still underway, the Public Works and Recreation staff are confident that future Park improvements will not have any impact on the Tree Canopy area where the proposed equipment will be installed.

Financial Impact

The proposed new Vierra Park Playground Equipment will be funded by Grant Funds, Park Impact Fees, and FEMA Lease Revenues.

Compliance with City Council Strategic Plan or Budget Goals

The City Council and City staff are committed to providing the highest possible quality of life to our residents as well as effective leadership while providing quality cost effective local government services.

Attachments – 1.) Agreement

2.) Design

3.) Bids



DATE 3/6/19

To: Camp Fire Service Providers

BOARD OF DIRECTORS

Farshad Azad
CHAIR

Earl Jessee
VICE CHAIR

Deborah Rossi
TREASURER

Vanessa Sundin
SECRETARY

Sherry Holbrook

Manoah Mohanraj

Diane Ruby

Janet Weitbrock

Joe Wilson

STAFF

Alexa Benson-Valavanis
PRESIDENT & CEO

Chris Hayashida-Knight
CHIEF FINANCIAL OFFICER

Bill Hubbard
DIRECTOR OF GIFT PLANNING

Courtney Brown
DIRECTOR OF FINANCE

Logan Todd
DIRECTOR OF GRANTS

Carolyn Engstrom
OPERATIONS MANAGER

Tatiana Briggs
EXECUTIVE ASSISTANT

Our sincere thanks to you, your staff, and volunteers assisting those in need as a result of the horrific Camp Fire disaster. We have been fortunate to receive hundreds of donations dedicated to assisting organizations such as yours.

We are pleased to enclose a check for \$25,000.00 to support your efforts. We trust that these funds will be directed toward helping provide basic needs for those affected by the Camp Fire.

We would very much appreciate receiving a brief summary of what the funds were used for, as this would help us document charitable distributions under Internal Revenue Service rules. There is no need for an immediate response, but it would be helpful if your brief reply included the name and signature of the individual responsible for financial matters at your organization.

Thank you again for your outstanding efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Logan Todd", followed by a horizontal line.

Logan Todd
Director of grants
ltodd@nvcf.org

nvcf.org

240 Main St Ste 260 Chico CA 95928 - 530/891-1150

April 8, 2019

PO BOX 263
ALAMO, CA 94507
Phone (800) 879-7730
Fax (510) 893-2163
Email info@miracleplaygroup.com



Job: P19_0122_Vierra Park	End User To: City of Gridley	Bill To: City of Gridley	Sub Total \$165,313.50
Name: P19_0122_Vierra Park	Gridley, CA		Freight \$8,476.71
Number: 00004429			Tax \$7,164.35
Type:	Delivery Contact:		Total \$180,954.56
CSL# 981433	Delivery Phone:		
PO:	Delivery Address:		
Terms: Net 30	Gridley CA		

Item	Type	Qty	Rate	Total
Elephant Play Large Spinner: ER1300D	Equipment	1	\$25,120.00	\$25,120.00
Elephant Play Large Dome Climber: AN1303	Equipment	1	\$44,926.00	\$44,926.00
Miracle Equipment per 19_0122_VierraPark_002_BOM	Equipment	1	\$20,407.00	\$20,407.00
Installation of weed fabric	Install	1	\$1,430.00	\$1,430.00
Equipment installation per plan (Excluded: Scope of work to be defined)	Install	1	\$61,490.00	\$61,490.00
Installation of 325 cy of wood fiber	Install	325	\$11.00	\$3,575.00
Wood Fiber Material Only	Install	325	\$25.74	\$8,365.50

Sub Total \$165,313.50
Total Freight \$8,476.71
Total Tax \$7,164.35
Grand Total \$180,954.56

Company: _____
Signature: _____
Name: _____
Date: _____

April 8, 2019

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good for 90 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER AND CHECK TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-393-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems, Inc DOES NOT include the following in this proposal:
 - Engineered drawings
 - Installation of equipment or other site amenities
 - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording. Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.

TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges.
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary and are as follows:
 - 8-12 weeks for standard (non-custom) play features for US based manufacturers;
 - 12-20 weeks standard play features (non-custom) from European & Canadian manufacturers. Expedited Air Freight is available for additional cost (calculated on case by case basis).
- Custom play feature lead times are determined on a case by case basis

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades: stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

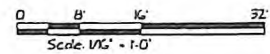
Company: _____

Signature: _____

Name: _____

Date: _____





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ALL DRAWINGS ARE SUBJECT TO
CHANGE AND SHOULD BE REVIEWED
BEFORE FINAL SALE. ALL SITE
DIMENSIONS WILL NEED TO BE
VERIFIED PRIOR TO SALE AND
INSTALLATION.

LENGTH	322'-5" LF	SPL AREA	5,300 SF
CATCHER PILE LENGTH	12'-6" CPH	SCALE	1/8" = 1'-0"
19-0122-Vierra-002		DESIGN BY	LDV
		DATE	02-06-2019

Manuel Vierra Park
Gridley, CA



Manuel Vierra Park

Gridley, CA.
02-07-2019

19_0122_Vierra_002

MIRACLE
playsystems
DESIGNING PLAY



CREATING FUN
PLAY ENVIRONMENTS
TO ENRICH COMMUNITIES



Colors Used In Rendering:



Blue



Plum



Red



Tropical
Yellow



Chartreuse

Manuel Vierra Park

Gridley, CA.
02-07-2019

19_0122_Vierra_002

MIRACLE
playsystems
DESIGNING PLAY



LIGHTING FUN
PLAY ENVIRONMENTS
TO ENRICH COMMUNITIES



Manuel Vierra Park
Gridley, CA.
02-07-2019

19_0122_Vierra_002



CREATING FUN
PLAY ENVIRONMENTS
TO ENRICH COMMUNITIES



Miracle Playground Sales

Miracle Playground Sales Phone # 800-264-7225
 9106 Pulsar Ct Fax # 877-215-3869
 Suite C E-mail sales@miracleplayground.com
 Corona, CA 92883 Web Site www.miracleplayground.com

Estimate

Date	Estimate #
6/14/2019	MPS9849

Name / Address
City of Gridley

Project		Terms	Rep	FOB
Vierra Park		Net 30	Brett	Factory
Item	Description	Qty	Rate	Total
Elephant Play	Elephant Play Large Spinner: ER1300D	1	27,690.00	27,690.00T
Elephant Play	Elephant Play Large Dome Climber: AN1303	1	46,820.00	46,820.00T
Miracle	Miracle Equipment per 19_0122_VierraPark_002_BOM	1	23,427.00	23,427.00T
Installation	Installation of weed fabric	1	1,700.00	1,700.00
Installation	Equipment installation per plan	1	68,000.00	68,000.00
Installation	Installation of 325 cy of wood fiber	325	15.00	4,875.00
Fibar	Wood Fiber Material Only	325	27.25	8,856.25T
EXCLUSIONS	EXCLUDES: unloading, storage, installation, site work, fees & permits		0.00	0.00
This quote is valid for 30 days		Subtotal		
This quote shall not become binding until signed and returned for approval. Signature indicates acceptance of all items and costs listed. A signed quote will not substitute for a Purchase Order if one is required by Customer. TERMS: Municipalities and Public Schools have Net 30 terms. All others will need to be reviewed prior to terms being issued - a deposit may be required.		Sales Tax (7.25%)		
		Total		

Signature _____



Edwards & Associates

Park and Playground Equipment
Post Office Box 909
Carmel Valley, CA 93924

June 14, 2019

QUOTED TO: City of Gridley
685 Kentucky Street
Gridley, CA 95948

JOB NAME: Vierra Park

<u>DESCRIPTION</u>	<u>PRICING</u>
Provide Elephant Play Spinner ER1300D & Large Dome Climber AN1303	\$ 72,550.00
Provide Miracle Recreation Equipment Per Drawing 19_0122_VierraPark_002	\$ 22,425.00
Provide 325 CY Engineered Wood Fiber & Weed Barrier Fabric	\$ 8,720.00
Install Weed Barrier and Engineered Wood Fiber	\$ 5,225.00
Installation of Equipment Listed Above, per Plan	<u>\$ 63,060.00</u>
SUBTOTAL	\$ 171,980.00
FREIGHT	\$ 8,840.40
TAX (7.25%)	<u>\$ 7,517.89</u>
TOTAL	\$ 188,337.89

NOTES

TERMS: City Purchase: Net 30; Contractor Purchase: 50% Deposit, Remainder due Upon Delivery
Pricing for all Equipment does NOT include receiving, storing or installation.
Above quotes for equipment are "Provide Only" unless otherwise quoted.
Pricing is good for 30 days from date above.

Representing Miracle Recreation Equipment Company • HAGS USA • SoP Solutions Surfacing
LA Steelcraft • UPC Parks • USA Shade • UltraSite Furnishings

City Council Agenda Item #5
Staff Report

Date: August 19, 2019
To: Mayor and City Council
From: Paul Eckert, City Administrator/Finance Director
Subject: City Council Committee Assignments

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully requests the City Council discuss the various City Council Committee Assignments identified in the attached Appointments List and appoint Council Members to the various Committees. The appointments are generally for a period of two years. Most of the appointments may be changed by the City Council at any time.

Background and Compliance with City Council Strategic Plan or Budget Goals

The City Council is committed to effective leadership and inter-agency collaboration, including representation of individual City Councilmembers on various local and regional Boards and Commissions.

Financial Impact

None

Attachments:

Draft List of City Councilmember Committee Appointments

City of Gridley City Council Committees

August 19, 2019

Committee	When / Where	Representative
Butte Subbasin Advisory Board	Rotates among members	Bruce Johnson
Sutter Butte Flood Control Agency	2nd Wednesday, 1:00 p.m., 1201 Civic Center Drive, YC	Bruce Johnson
Butte County Assn. of Gov'ts.	4th Thursday, 9:00 a.m., 326 Huss Drive, Suite 100, Chico	Borges/Johnson
Butte County Air Quality	Following BCAG meeting (listed above)	Borges/Johnson
LAFCo Commission	1st Thursday at 9:00 a.m., 25 County Center Dr., Oroville	Bruce Johnson
N.C.P.A.	3rd Thursday, 10:30 a.m., 651 Commerce Dr., Roseville	Eckert/Torres
Butte County Solid Waste JPA	No regular schedule	Bruce Johnson
Local Agency Task Force (solid waste)	No regular schedule	Bruce Johnson
Butte Co. Abandoned Vehicle	Quarterly, 10:00 a.m. Board of Supervisors	Paul Eckert
Mosquito Abatement	2nd Wednesday, 4:00 p.m. alternates Chico/Oroville	Bruce Johnson
Hospital JPA	As needed (very infrequent)	Chris Williams
Loan Committee	As needed	Bruce Johnson
Gridley Chamber of Commerce	Second Monday of the Month	Zach Torres
Red Suspenders Committee	Bi-weekly Meetings 3 Months Prior	Zach Torres
Winter Festival Committee	Bi-weekly Meetings 3 Months Prior	Zach Torres