

Gridley City Council – Regular City Council Meeting Agenda

Monday, August 21, 2017; 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 Hall

ROLL CALL - Recording Secretary

PLEDGE OF ALLEGIANCE – Councilmember Borges

INVOCATION – David Henry, First Baptist Church

PROCLAMATIONS - 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 1 and 2 are part of the Consent Agenda and 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 Services Update
2. City Council minutes dated August 7, 2017

PUBLIC HEARING

None

OTHER ITEMS FOR COUNCIL CONSIDERATION

3. Second Reading and Adoption of Ordinance No. 827-2017: An ordinance rezoning approximately 40 acres consisting of 11 parcels located on the west side of Highway 99 from Limited Industrial (M-1) and Heavy Industrial (M-2) to HCC Highway Commercial Corridor Mixed Use Combining District. (021-110-031, 021-110-033, 021-110-046, 021-110-047, 021-240-002, 021-240-003, 021-240-014, 021-240-025, 021-240-026, 021-270-016, 021-270-019)
4. Second Reading and Adoption of Ordinance No. 828-2017: An Ordinance of the City of Gridley amending Title 17, adding Chapter 17.59, HCC Highway Commercial Corridor Mixed Use Combining District to the Gridley Municipal Code related to the provision for an infill, mixed use, highway commercial corridor land use designation.

5. Second Reading and Adoption of Ordinance No. 829-2017: Application to add the Agricultural Overlay (AO) District as a secondary zoning to allow commercial agricultural uses until the property is developed on the ±22.6-acre parcel. (APN 021-240-025)
6. Police Patrol Vehicle Purchase
7. Gridley-Biggs Police Services Agreement – Consideration for Authorization
8. Reconsideration of the use of Shipping Containers in the R-1 Zone

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):

Weed Abatement Resolutions	9/4/2017
Biggs Electric Services Agreement	9/18/2017
Electric Rate Discussion	10/2/2017
General Fund fee study work session	10/16/2017
Sewer Pond Improvements and Policies	10/16/2017

*****CONVENE TO A MEETING OF THE CITY OF GRIDLEY SUCCESSOR AGENCY*****

AGENCY ROLL CALL

ITEMS FOR CONSIDERATION

9. Review of Tentative Map for the Industrial Park
10. Approve Resolution No. 2017-R-024: A Resolution of the City of Gridley Successor Agency to Authorize the City Administrator to Administrate the Sale of the Industrial Park Property by Creating a List of Qualified Real Estate Professionals and to Award Contract(s) as Required to Expedite the Divestment of the Capital Assets Described Within the Long Range Property Management Plan Approved by the State of California Department of Finance

*****RECONVENE TO THE REGULAR COUNCIL MEETING*****

CLOSED SESSION

Anticipated Litigation (Government Code: 54956.9(c))

Based upon existing facts, the City Council is deliberating and deciding on whether to initiate litigation with a customer of city services.

ADJOURNMENT – adjourning to the next regularly scheduled meeting on September 5th, 2017

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 18th, 2017, 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.

City Council Agenda Item #1
Staff Report

Date: August 21, 2017
To: Mayor and City Council
From: Paul Eckert, City Administrator
Subject: City Services Update

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully requests the Mayor and City Council review and accept the attached City Services Update.

Background and Compliance with City Council Strategic Plan or Budget Goals

The attached Update is provided to the Mayor and City Council in keeping with the Council's commitment to ensure that all members of our community are fully informed of all City activities and initiatives. The Update is shared online at <http://www.gridley.ca.us/>. The Update is also shared timely with all City of Gridley coworkers.

Financial Impact

There are no financial impacts associated with this Agenda item. Council review and acceptance of the City Services Update is consistent with our ongoing efforts to transparently share all City financial and budgetary information.

Attachments:

City Services Update

City of Gridley

To: Mayor Hall and City Councilmembers
From: Paul Eckert, City Administrator
Subject: City Services Weekly Update
Date: August 15, 2017

Thank you for your leadership and dedication to the Gridley community!

This Weekly Update is intended to provide useful and timely updates to the Gridley Community, Visitors, our Elected Officials, and our City Coworkers. We regret if we have inadvertently omitted useful items from this report. As always, your input and guidance are appreciated. Please send any response to me directly and do not "copy all."

City Administrator/City Council/Information Technology

- Our Electric Crews very effectively responded to a City and region-wide electric outage on Tuesday night. PG&E dropped power to the 60kv circuit feeding the Gridley Substation as a safety precaution to a gas leak in Live Oak. The outage lasted 2 hours.
- Finance Director Recruitment Process - In an effort to attract an array of qualified candidates we have advertised in a variety of sources that appeal to finance professionals. The detailed position flyer can be found at <http://gridley.ca.us/>. The deadline for applications is August 28th. We expect to interview in mid-September and will include Council, staff, and local finance professionals in the process. We hope to have the new Director on-board in late October.
- State Legislative Staff Visit to Gridley – On July 24th State staff members serving a variety of State Senators and Assembly Members toured our City of Gridley Electric Facilities. Councilmember/NCPA Commissioner Gary Davidson and Electric Utility/Public Works Director Daryl Dye hosted the delegation. Special thanks to our Electric Crew Members who helped prepare for the visit.
- Building Inspections Services Transition – The City contracted with Butte County for building services effective August 1st. The first two weeks went very smoothly with very few concerns/complaints. As a reminder, 2,500 letters were sent to all residents and we used our websites and social media to communicate the transition details with our customers. Two "Open Houses" were also held.
- Lodi Energy Center – City and NCPA staff will be holding conversations in August with the parties who responded to our "Solicitation for Offers" to purchase Gridley's excess electric energy.
- Police and Electric Maintenance Services Agreements with Biggs – We are pleased to announce that the City of Biggs accepted our Police Services agreement last week. The City of Gridley also provides the City of Biggs Electric Maintenance Services by contract. Gridley is currently waiting for a follow-up response from Biggs regarding potential contract changes and more urgently, Gridley is waiting for Biggs to provide Gridley the delinquent payment of nearly \$200,000. At the current time, Gridley residents are subsidizing Biggs residents.
- The City Administrator continues to meet with local economic development leaders and interact with local retailers and business leaders. We will meet with legislators in August.
- City Industrial Park - The City is working on Realtor options to market and sell Parcel 2 located in the Industrial Park. We will keep the City Council informed of our progress.

Finance

- The Finance Department is very busy with development of the final Council Approved Budget and Capital Improvement Plan documents; a wide array of grant responsibilities; employee payroll and benefits issues; financial year end closing; initial stages of preparation for the annual audit and onsite work; and organization of all work areas and file systems.
- Customer Service - The Finance Department continues to strive to effectively meet the needs of our customers and provide excellent customer service at all times.

Electric

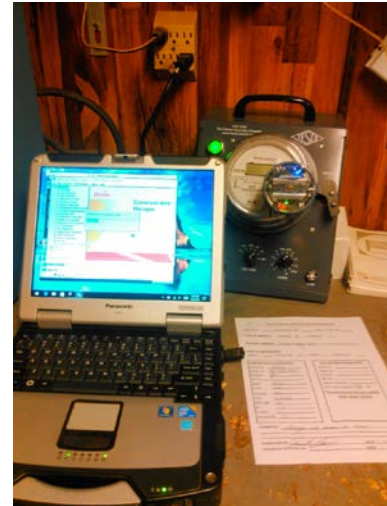
- Fair Grounds Upgrade Project - A new 100kva 240/120 Delta Pad Mount Transformer was installed near the swimming pool. Our Crews removed the last "Dog House" Transformer installation in Gridley. Over the past five-years, 7 Dog House installations have been removed from service.



- Park Vandalism - Crews removed the electrical outlets from the picnic areas at Vierra Park due to vandalism. The outlets were replaced with metal covers.
- Annual Tree Trimming Program - Crews inspected, greased, and change the oil in the Chipper. Crews went through and inspected the chain saws and sharpened all the chains.
- On-Call staff were dispatched to the 1900 block of Nevada Street. Crews found a pad-mount transformer that had been overloaded and failed. The Crews replaced transformer and restored power to customer. The estimated outage was 2.5 hours.
- During normal business hours Crews were called out to 1150 Hazel Street for a downed tree limb that and was laying on the customer's service. Crews removed the limb and cleared the job site.
- A meter was tested at 1001 Washington Street due to a high bill complaint. The meter tested "OK" and the customer was advised of the findings.
- Biggs Call Outs – 1.) On-Call Crews were dispatched to 480 D Street for a meter that was "making strange noises". Crews determined everything to be in good working condition from the meter to the pole. The customer was advised to contact an electrician to test his breakers at the panel and inside wiring. 2.) On-Call staff were dispatched out to 3019 9th Street in Biggs. The customer called in for a power issue. Our Crews determined that the customer transformer faulted and needed to be replaced, crew restored power to customer after installation of new transformer. Total outage time was estimated to be two hours. 3.) Crews were dispatched to 3059 4th Street where City of Biggs staff were performing monthly shut-offs by turning off the customer main breaker and locking the panel. When they performed this action, the main breaker started to make noise and smoke. Gridley staff removed the customer's meter, and waited for an electrician to replace the main breaker. Gridley personnel were on scene within 10 minutes. Approximately 45 minutes was spent at the site.

- Discrepancy Report Work – The lengthy list of properties on the list are being reviewed. The process is time consuming. Our current processes are being evaluated by the staff and the City Administrator.
- Crews utilized the new Tesco Meter Base to pre-program a new meter. Once programed, the new solar meter was installed at 1062 Sage Street.

Electrical Department Activity	Gridley	Biggs
Street Light Repairs	0	0
Nonpayment Shut-off/turn on	0	0
Underground Service Alerts (USA'S)	8	2
Sets & Outs	10	0
Service calls	1	2
Trim/Remove tree	8	0
Discrepancy Report Items	0	0
After Hours Call out's	2	1
Solar Read	0	0



Fire

- A structure fire occurred on Kentucky Street. There was heavy fire upon arrival. Fire Crews were able to limit the fire to only half of the residence. This fire is in addition to the fire last month at the corner of Indiana and Laurel Streets on July 10th. Crews performed a successful rescue of an occupant from the burning building.
- Gridley Fire presented a Fire Station tour for our local Cub Scouts.
- Engine and Truck 74 participated in National Night Out held at Daddow park. One of the Firefighters also participated in the Salsa contest and came in fourth place.
- The State returned E-376. The City made an additional \$22,000.
- The Department utilized Boat 74 while assisting the City of Gridley Public Works Department.
- Our Emergency Responses are adjacent:

Weekly Emergency Responses	City	County
Medical Aids	13	6
Traffic Collisions	1	5
Structure Fires	2	1
Vegetation Fires	1	1
Vehicle Fires	0	1
Public Assist	2	2
Cover Assignments	0	12
Other (smoke checks, hazardous conditions, control burns, etc)	0	1
Technical Rescues	0	0

Police

- Police Patrol personnel have provided increased foot patrol and have been active in Daddow Park and Vierra Park. The Police Department continues to encourage safe and responsible experiences while visiting our community parks.
- Animal Control continues to provide proactive patrol and compassion for lost/stray animals. AC staff are encouraging our community canine owners to license their dogs. This provides a great record for any pet owner if they should lose their dog and enables Animal Control staff to find and return their pet.
- Police Officers continued to increase their traffic enforcement efforts during the month of August to promote safe driving habits in Gridley and Biggs. Police Patrol was active in both communities of Gridley and Biggs. The Department served several local arrest warrants during the week.
- Police personnel assisted the Yuba County Sheriff's Office and Marysville Police Department with patrol coverage during their investigation of the Officer Involved Shooting incident on August 1st.

- Police Administration attended the inaugural Catalyst Domestic Violence Advisory Council (DVAC) meeting in Chico. The mission of this Council will be to ensure continuity, consistency, and quality of services rendered to victims of intimate partner violence. The Butte DVAC will provide a venue for collaboration, networking, and encourage positive rapport and teamwork among community agencies and departments. Chief Price was appointed as Chairman of the Butte DVAC.
- Police personnel continue to attend the Butte County Fair Safety meetings in preparation for the August 24th Fair week in Gridley. The Department collaborates with the Fair Manager to promote a responsible fair environment for attendees.
- The Department continues in its goal to provide quality service in all aspects of public safety to the citizens we serve. The July 2017 statistics are provided below:

City of Gridley - Police Activity	July 2017	Year Total
Adult Arrests	56	409
Juvenile Arrests	2	12
Misdemeanor Arrests	45	356
Felony Arrests	13	58
Felony Crimes Reported	10	89
Misdemeanor Crimes	53	406
Total Police Incidents*	1,405	7,614
Battery	12	66
Burglary	6	44
Deceased Person	0	8
Vandalism	6	43
Stolen Vehicle	1	12
Robbery	0	2
Public Intoxication	6	34
Patrol Request	52	108
Medical Aid	45	245
Area Checks	152	791
Pedestrian Checks	80	361
Disturbing the Peace	40	186
Total 911 Calls	358	1,971
Total Accidents	5	43
Name Exchanges	0	8
Total Traffic Citations	49	375
DUI Arrests	3	13
Traffic Stops	159	1,134
Extra Help Hours	227.50	2,063.25
RSVP Hours	20	124
<i>"Police Incidents" are those Police responses originating from telephone calls to the Dispatch Center, walk-ins at the Police lobby, Police Officer self-initiated activity and email or social media communications.</i>		

Public Works

The Public Works Department Leadership and Crewmembers are responsible for a broad array of important duties including: Water Distribution; Water Production; Sanitary Sewer Collection; the Wastewater Treatment Plant; Street and Sidewalk Maintenance; our Maintenance Districts; Parks Maintenance; City Building and Facility Maintenance.

- Public Works Crews set out barricades for the Farmer's Market.
- Prior to school starting, Public Works and Electric Crews have started trimming trees around the elementary schools. Crews removed 2 trees.

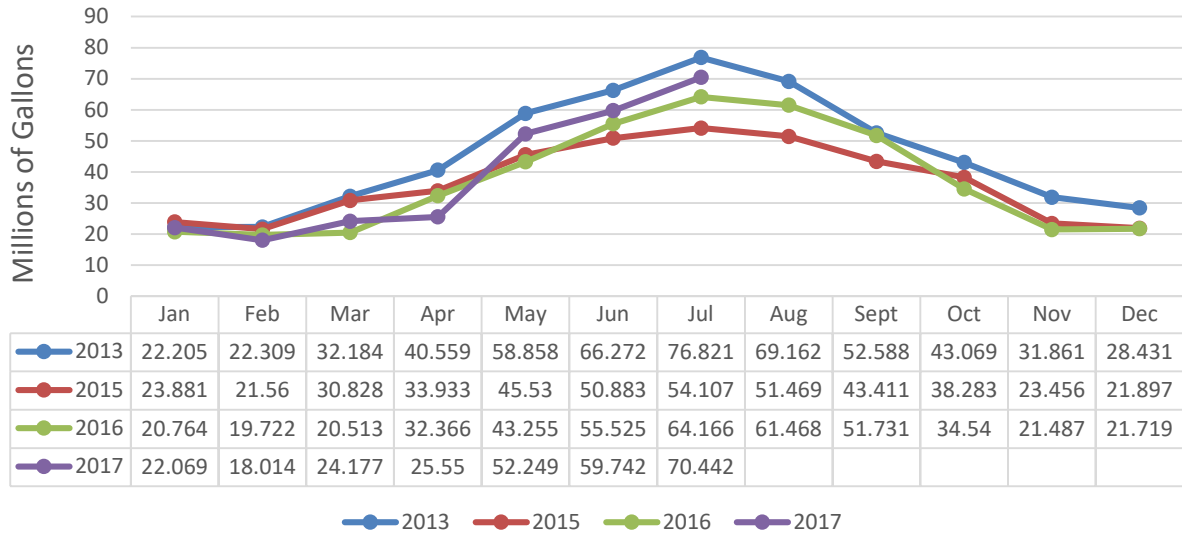
- Crews are in the process of paving Magnolia Alley.
- Public Works Crews replaced the acid pump at the City Splash Pad at Vierra Park.
- Public Works Crews have started painting curbs and street markings in preparation of the start of school.
- Public Works Crews are in the process of reading water meters that did not pick up during drive by reads. The process is time consuming. Our current processes are being evaluated by the staff and the City Administrator.
- Public Works Crews have opened up East Spruce Street for two-way traffic in preparation of the County Fair.
- Public Works Crews have completed pruning Heron Landing Parkway and at Eagle Meadows. Crews have started pruning planters in the Downtown area.
- Crews continue pumping out standing water in ponds 1 & 2 at Richards Avenue.
- Public Works Crews, with the help of the Fire Department, have located the final piece of the boat dock. Crews are working on a plan to retrieve the piece for salvage.

Department of Public Works Activity	
Water Leaks Repaired	2
Water Encoder Receiver Transmitter installed/Replaced (ERT's)	0
Sewer Plugs	0
Tree Removal/Trimmed	2
Water Related Service Calls	3
Sewer Related Service Calls	0
Under Ground Service Alerts (USA's)	17
Park Related Service Calls	1
Other Service Calls	2

Production Well	Volume Pumped	Calc. FI	Calc. Chlor
Eagle Meadows	00.000 M.G.	.00 mg/l	.0000 mg/l
Spruce	00.000 M.G.	.00 mg/l	.0000 mg/l
Wilson	00.000 M.G.	.00 mg/l	.0000 mg/l
Little Ave.	32.011 M.G.	.66 mg/l	.2729 mg/l
Liberty	18.801 M.G.	.72 mg/l	.2729 mg/l
Parkside	19.630 M.G.	.71 mg/l	.3004 mg/l

Monthly Water Production	
Total water pumped to system:	70.442 M.G.
Ave. chlorine residual in the system:	.20 mg/l
Ave. tested fluoride in the system:	.71 mg/l
Lab tested fluoride in the system:	.8 mg/l

Comparative Water Usages for 2013,2015,2016



Past Month's Flows at the Waste Water Treatment Plant

Total flow to the Plant was 37,147,000 gals.

Flow from Butte County Housing Authority was 704,00 gals.

Recreation

- Checkout Recreation's Facebook page at <https://www.facebook.com/groups/120025737091/>
- The Summer Apples to Zebras Kinder Care Program will begin August 28th. All 24 spots have been filled.
- Soccer is now underway.
- The Recreation Community Center meeting rooms are available for rent on evenings and weekends. The rental fee is \$100 per room, with an additional refundable \$50 cleaning deposit.

City Council Formal Calendar

- The City Council will hold its next Regular City Council meeting on Monday, August 21st at 6:00 pm at City Hall.
- The Butte County Board of Supervisors Agenda for the 9:00 am meeting on Tuesday, August 22nd in Oroville can be accessed at the following link:
<http://www.buttecounty.net/boardofsupervisors/BoardMeetings.aspx>

Thank you for your ongoing support and guidance.

Respectfully,

Paul

Gridley City Council - DRAFT City Council Meeting Minutes

Monday, August 7, 2017; 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 Hall called the meeting to order at 6:00 p.m.

ROLL CALL

Councilmembers

Present: Johnson, Borges, Hall, Davidson
Absent: Williams
Arriving post roll call: None

Staff present:

Paul Eckert, City Administrator
Tony Galyean, City Attorney
Matt Michaelis, Finance Director
Daryl Dye, Electric/Public Works Superintendent
Dean Price, Police Chief
Donna Decker, Planning Consultant

PLEDGE OF ALLEGIANCE

Councilmember Davidson led the Pledge of Allegiance

INVOCATION

Councilmember Davidson gave the invocation

PROCLAMATIONS

None

COMMUNITY PARTICIPATION FORUM

Tina from the Chamber of Commerce let Council know they have received calls about the water park not working. Daryl Dye explained that the system will shut itself down, recalibrate, and restart automatically when it needs to clean the water.

Amy Jernigan, representative for the Butte County Fair, brought posters and invitations for Council to attend a luncheon. She gave a rundown of the events to take place.

CONSENT AGENDA

1. City Services Update
2. City Council minutes dated July 17, 2017
3. Four Resolutions Authorizing the Levy of Assessment District Expenses for the Butte County 2017-2018 Tax Roll:
 - a. Resolution No. 2017-R-019: A Resolution of the City Council of the City of Gridley to Levy Assessment District No. 3 on Butte County 2017-2018 Tax Roll
 - b. Resolution No. 2017-R-020: A Resolution of the City Council of the City of Gridley to Levy Assessment District No.2 on Butte County 2017-18 Tax Roll
 - c. Resolution No. 2017-R-021: A Resolution of the City Council of the City of Gridley to Levy Assessment District No. 6 on Butte County 2017-2018 Tax Roll
 - d. Resolution No. 2017-R-022: A Resolution of the City Council of the City of Gridley to Levy Assessment District No. 1 on Butte County 2017-2018 Tax Roll

Motion to approve the consent agenda by Vice Mayor Johnson, seconded by Councilmember Davidson

Motion passed, all in favor. Councilmember Davidson abstained from item 3a

PUBLIC HEARING

None

OTHER ITEMS FOR COUNCIL CONSIDERATION

4. Introduction and First Reading of Ordinance No. 827-2017: An ordinance rezoning approximately 40 acres consisting of 11 parcels located on the west side of Highway 99 from Limited Industrial (M-1) and Heavy Industrial (M-2) to HCC Highway Commercial Corridor Mixed Use Combining District. (021-110-031, 021-110-033, 021-110-046, 021-110-047, 021-240-002, 021-240-003, 021-240-014, 021-240-025, 021-240-026, 021-270-016, 021-270-019)

Planning Consultant Donna Decker addressed items #4, #5, #6 and #7 together. She reviewed for Council the progression of the items, the public meetings held, changes made regarding properties involved, etc. She explained the new zoning district titled HCC, stating that it will allow all 11 parcels involved to have a mixed use. The mixed use can consist of commercial fronting Hwy 99 with residential above and light industrial possibilities behind. Distance for commercial was not established to allow for greater flexibility.

Ed Becker stood to respond to some comments. He spoke in support of the non-distinct commercial line, but stated he thinks auto repair should be allowed, which was brought up earlier by Vice Mayor Johnson. He encouraged Council to approve the modifications presented in the ordinances.

Motion for Introduction and first reading of Ordinance No. 827-2017 by title only by Vice Mayor Johnson, seconded by Councilmember Borges

ROLL CALL VOTE

Ayes: Borges, Hall, Johnson, Davidson

Motion passed, 4-0

5. Adoption of Resolution 2017-R-008: A Resolution for a General Plan Amendment to change the General Plan land use designation of approximately 40 acres consisting of 11 parcels located on the west side of Highway 99 from Industrial (I) to Commercial (C). (021-110-031, 021-110-033, 021-110-046, 021-110-047, 021-240-002, 021-240-003, 021-240-014, 021-240-025, 021-240-026, 021-270-016, 021-270-019) and adopt a Negative Declaration pursuant to CEQA finding there is no environmental impact from the land use re-designations for the General Plan and Zoning on approximately 40 acres consisting of 11 parcels located on the west side of Highway 99.

Motion to adopt Resolution No. 2017-R-008 to amend the General Plan land use designation and to adopt a Negative Declaration for Ordinance 827-2017 and Resolution No. 2017-R-008 by Councilmember Davidson, seconded by Councilmember Borges

ROLL CALL VOTE

Ayes: Hall, Borges, Johnson, Davidson

Motion passed, 4-0

6. Introduction and First Reading of Ordinance No. 828-2017: An Ordinance of the City of Gridley amending Title 17, adding Chapter 17.59, HCC Highway Commercial Corridor Mixed Use Combining District to the Gridley Municipal Code related to the provision for an infill, mixed use, highway commercial corridor land use designation.

Motion for Introduction and first reading of Ordinance No. 828-2017 by title only, removing item #K, project found categorically exempt per CEQA by Vice Mayor Johnson, seconded by Mayor Hall

ROLL CALL VOTE

Ayes: Davidson, Hall, Johnson, Borges

Motion passed, 4-0

7. Introduction and First Reading of Ordinance No. 829-2017: Application to add the Agricultural Overlay (AO) District as a secondary zoning to allow commercial agricultural uses until the property is developed on the ±22.6-acre parcel. (APN 021-240-025)

Motion for Introduction and first reading of Ordinance No. 829-2017, project categorically exempt per CEQA by Vice Mayor Johnson, seconded by Councilmember Borges

ROLL CALL VOTE

Ayes: Borges, Johnson, Davidson, Hall

Motion passed, 4-0

8. Approval of Resolution No. 2017-R-023: A Resolution of the Gridley City Council Authorizing the Finance Director to Write off \$20,470.76 in Delinquent Utility Accounts from May 2016 to June 2017

Matt Michaelis addressed Council reviewing the staff report. This is the time of year that any closed unpaid balances need to be removed from the accounting system in order to have a realistic view of accounts receivable. He reviewed the graphs and charts included in the staff report. He highlighted the decrease in write-offs over the years crediting the Finance staff and Electric Department for their work with the customers.

Motion to approve Resolution No. 2017-R-023 by Vice Mayor Johnson, seconded by Councilmember Davidson

ROLL CALL VOTE

Ayes: Hall, Davidson, Borges, Johnson

Motion passed, 4-0

CITY STAFF AND COUNCIL COMMITTEE REPORTS

Councilmember Davidson reported on his meeting with Legislative staff on July 24th that took place at the Gridley Electric Substation. He also attended the NCPA meeting in Murphys. He met today with Randy Howard, the GM of NCPA.

Vice Mayor Johnson reported on the meeting he attended at LAFCO.

Administrator Paul Eckert commended Public Works, Electric, Fire and the Police for their hard work toward the Farmers' Market. He also praised the leadership of Lisa Van de Hey in such a successful Farmers' Market. He commented on the success of National Night Out, thanking Chief Dean Price. Administrator Eckert gave praise and accolades to Matt Michaelis, the City's Finance Director who will be leaving to take a position at Sutter County as the Deputy County Administrator. He has accomplished an extraordinary number of things during his time here with the City. Administrator Eckert then invited all Council to attend a going away lunch for Matt on Friday.

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

Biggs Police Contract	8/21/2017
Weed Abatement Resolutions	8/21/2017
General Fund fee study work session	8/21/2017
Electric Rate Discussions	9/18/2017
Sewer Pond Improvements and Policies	9/18/2017
Biggs Electric Services Agreement	10/16/2017

CLOSED SESSION

None

ADJOURNMENT

With no further items for discussion, Council adjourned to the next regularly scheduled meeting on August 21, 2017

Paul Eckert, City Clerk

DRAFT

City Council Agenda Item #3
Staff Report

Date: August 21, 2017
To: Mayor and City Council
From: Donna Decker, Planning Department

X	Regular
	Special
	Closed
	Emergency

Subject: **Second reading and Adoption of Ordinance 827-2017:** An ordinance rezoning approximately forty (40) acres consisting of eleven (11) parcels located on the west side of Highway 99 from Limited Industrial (M-1) and Heavy Industrial (M-2) to HCC Highway Commercial Corridor Mixed Use Combining District (HCC/MUCZ). (021-110-031, 021-110-033, 021-110-046, 021-110-047, 021-240-002, 021-240-003, 021-240-014, 021-240-025, 021-240-026, 021-270-016, 021-270-019)

Recommendation

Staff respectfully requests the City Council:

1. Adopt Ordinance 827-2017 by reading of title only.

Discussion

On August 7, 2017 the City Council considered the recommendation by the Planning Commission, staff report, and presentation to the City Council for the adoption of Ordinance 827-2017 to rezone eleven (11) parcels located on the west side of Highway 99 from Limited Industrial (M-1) and Heavy Industrial (M-2) to Highway Commercial Corridor Mixed Use Combining District (HCC/MUCZ); a new land use zoning designation. The creation of a new land use designation was crafted to:

- 1) protect the existing land uses so the property owners would be able to continue to use their property as it has historically been used, e.g. residential and commercial uses;
- 2) protect the ability of the land owners to modify, sell, and rebuild their property(ies); and,
- 3) develop and encourage the future growth of the Highway 99 corridor to commercial mixed use infill development.

The area is currently developed with single family residential, a mobile home park, commercial, vacant land and industrial lands to the south. The change in zoning not only corresponds to existing uses, but will also support future infill mixed use development.

Financial Impact

There are no direct costs associated with this effort.

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. Ordinance 827-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO REZONE AN APPROXIMATELY FORTY (40) ACRES CONSISTING OF ELEVEN (11) PARCELS FROM LIGHT INDUSTRIAL (M-1) AND HEAVY INDUSTRIAL (M-2) TO HCC HIGHWAY COMMERCIAL CORRIDOR MIXED USE COMBINING DISTRICT (HCC/MUCZ) (021-110-031, 021-110-033, 021-110-046, 021-110-047, 021-240-002, 021-240-003, 021-240-014, 021-240-025, 021-240-026, 021-270-016, 021-270-019)

WHEREAS, the Planning Commission held a publicly noticed hearing on April 18, 2017 regarding the proposal to rezone approximately 40 acres of total land area consisting of eleven (11) parcels having assessor parcel numbers 021-110-031, 021-110-033, 021-110-046, 021-110-047, 021-240-002, 021-240-003, 021-240-014, 021-240-025, 021-240-026, 021-270-016, 021-270-019 from Light Industrial (M-1) and Heavy Industrial (M-2) zoning to HCC Highway Commercial Corridor Mixed Use Combining District (HCC/MUCZ); and,

WHEREAS, at the close of the April 18, 2017 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, in that, the proposed land use designations reflect existing conditions; 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; and,

WHEREAS, the City Council duly introduced Ordinance 827-2017 by reading of title only at a regular meeting of the City Council held on August 7, 2017; 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 Numbers 021-110-031, 021-110-033, 021-110-046, 021-110-047, 021-240-002, 021-240-003, 021-240-014, 021-240-025, 021-240-026, 021-270-016, 021-270-019 from Light Industrial (M-1) and Heavy Industrial (M-2) zoning to HCC Highway Commercial Corridor Mixed Use Combining District (HCC/MUCZ) is consistent with the 2030 General Plan.

SECTION 2: The City Council of the City of Gridley approves the rezone of Assessor Parcel Numbers 021-110-031, 021-110-033, 021-110-046, 021-110-047, 021-240-002, 021-240-003, 021-240-014, 021-240-025, 021-240-026, 021-270-016, 021-270-019 and adopts a Negative Declaration finding that the project could not have a significant effect on the environment consistent with the requirements of CEQA.

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 eleven (11) properties as noted Section 2 and as shown on Exhibit A, was approved, and the second reading and adoption of Ordinance 827-2017 by reading of title only was effected at the regular meeting of the City Council of the City of Gridley, California, held on the 21st day of August, 2017, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ATTEST:

APPROVE:

Paul Eckert, City Clerk

Frank Hall, Mayor

APPROVED AS TO FORM:

Anthony Galyean, City Attorney

EXHIBIT A

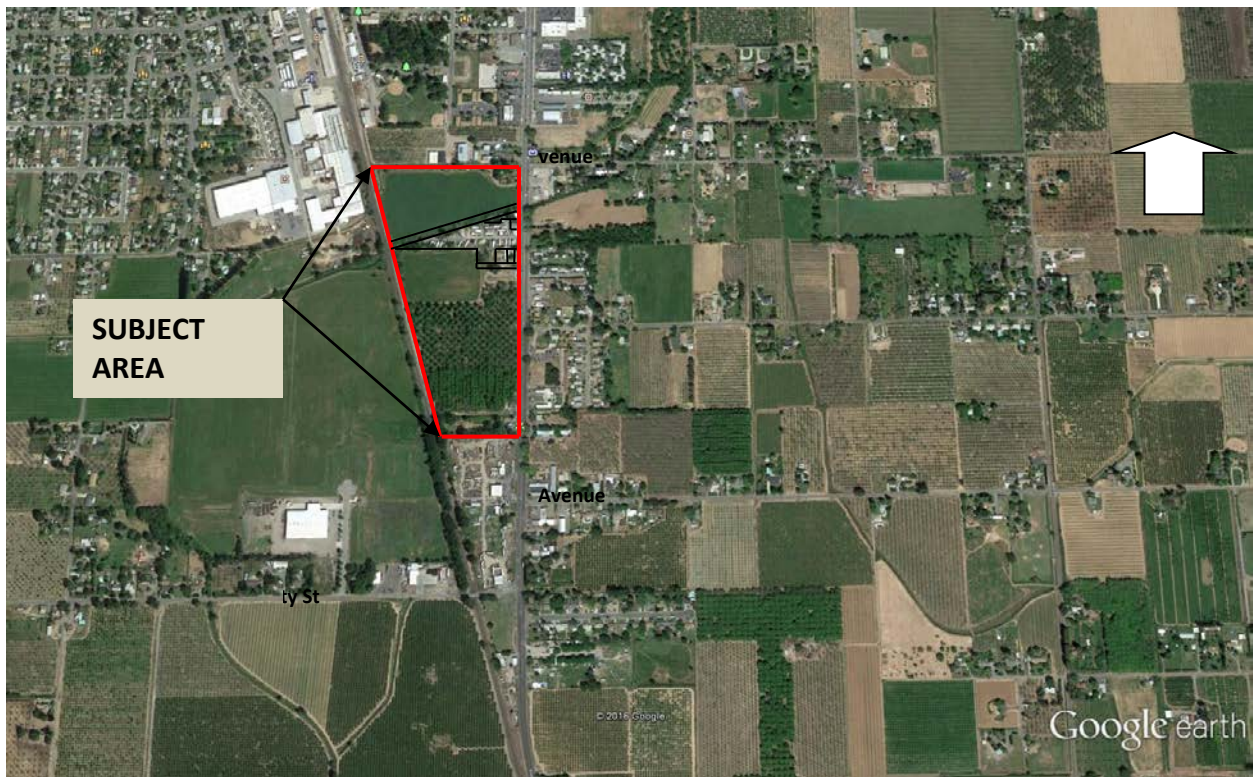
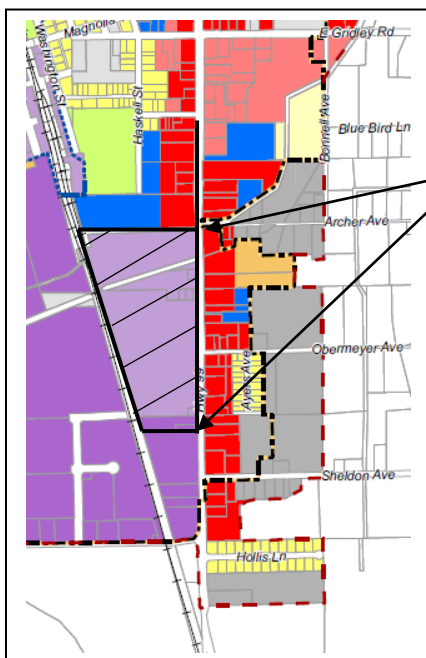


Figure 1: Location Map and Existing Conditions
(Parcel lines are only graphic and do not represent legal boundaries)



Parcels:

021-110-031
021-110-033
021-110-046
021-240-047
021-240-002
021-240-003
021-240-014
021-240-025
021-240-026
021-270-016
021-270-019

City Council Agenda Item #4
Staff Report

Date: August 21, 2017

To: Mayor and Councilmembers

From: Donna Decker, Planning Department

X	Regular
	Special
	Closed
	Emergency

Subject: **Second reading and Adoption of Ordinance No. 828-2017:** An Ordinance of the City of Gridley amending Title 17, adding Chapter 17.59, HCC Highway Commercial Corridor Mixed Use Combining District (HCC/MUCZ) to Title 17 of the Gridley Municipal Code related to the provision for an infill, mixed use highway commercial corridor land use designation

Recommendation

Staff respectfully requests the City Council:

1. Determine the project is Categorically Exempt per the California Environmental Quality Act, Section 15061(b) (3), and Review for Exemption, General Rule; and,
2. Adopt Ordinance 828-2017 by reading of title only creating Chapter 17.59, HCC Highway Commercial Corridor Mixed Use Combining District.

Discussion

On August 7, 2017 after considering the staff report, public testimony, and the recommendation from the Planning Commission, the City Council approved the adoption of Ordinance 828-2017 to create Chapter 17.59, Highway Commercial Corridor Mixed Use Combining District (HCC/MUCZ); a new land use zoning designation. The creation of a new land use designation was crafted to:

- 1) protect existing land uses such that property owners would be able to continue to use their property as it has historically been used, e.g. residential and commercial uses;
- 2) protect the ability of the land owners to modify, sell, and rebuild their property(ies); and,
- 3) develop and encourage the future growth of the Highway 99 corridor to commercial, mixed use, infill development.

The area is currently developed with single family residential, a mobile home park, commercial, vacant land with industrial lands to the south. The change in zoning not only corresponds to existing uses, but will also support future infill mixed use development.

Financial Impact

There are no direct costs associated with this effort.

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.

Attachment

1. Ordinance No. 828-2017

**ORDINANCE AMENDING TITLE 17, ADDING CHAPTER 17.59, HCC HIGHWAY
COMMERCIAL CORRIDOR MIXED USE COMBINING DISTRICT (HCC/MUCZ) TO THE
GRIDLEY MUNICIPAL CODE RELATED TO THE PROVISION FOR AN INFILL, MIXED USE,
HIGHWAY COMMERCIAL CORRIDOR LAND USE DESIGNATION**

WHEREAS, the City of Gridley received a California Sustainable Communities Planning Grant from the State of California, Department of Conservation, Division of Land Resource Protection helping the City bring its Municipal Code into compliance with the 2030 General Plan to support the communities vision for a safe, clean, healthy and well-maintained community; and,

WHEREAS, the Planning Commission considered amending the Gridley Municipal Code at its July 24, 2017 public meeting resulting in a recommendation to the City Council to adopt an amendment to the code to add Chapter 17.59, a new zoning designation entitled “HCC Highway Commercial Corridor Mixed Use Combining District (HCC/MUCZ)” to support mixed use infill development along the Highway 99 corridor; and,

WHEREAS, the Planning Commission found the ordinance is categorically exempt from environmental review pursuant to the California Environmental Quality Act, Section 15061(b) (3), and Review for Exemption, General Rule.

WHEREAS, after considering the staff report, public testimony, and the recommendation from the Planning Commission, the City Council determined the proposed addition of Chapter 17.59 HCC Highway Commercial Corridor Mixed Use Combining District (HCC/MUCZ) to the Gridley Municipal Code is appropriate further implementing the 2030 General Plan, the needs of the community, and concurs with the Planning Commission in finding the ordinance is consistent with CEQA, Section 15061(b) (3) Review for Exemption, General Rule; and,

WHEREAS, the City Council duly introduced Ordinance 828-2017 by reading of title only at a regular meeting of the City Council held on August 7, 2017; and,

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRIDLEY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Add Chapter 17.59 “HCC Highway Commercial Corridor Mixed Use Combining District (HCC/MUCZ)” with the following to Title 17:

Chapter 17.59 HCC HIGHWAY COMMERCIAL CORRIDOR MIXED USE COMBINING ZONE

17.54.010 Intent.

17.54.020 Permitted uses.

17.54.030 Conditional uses.

17.54.040 Uses Not Allowed

17.59.050 Development Standards

17.59.010 Intent.

The purpose of the HCC Highway Commercial Corridor Mixed Use Combining District is to provide service commercial, residential, and light industrial start-up uses allowing a full range of retail, single, duplex, and multi-family housing, offices, and light industrial start-up flex units. The combining zone regulations specifically implement the following General Plan Policies:

- *LAND USE POLICY 6.1 Commercial development through 2030 will be directed to areas along the stretch of Highway 99 in the existing Sphere of Influence, Downtown, and in Neighborhood Centers.*
- *LAND USE POLICY 6.2 Larger-scale commercial development and redevelopment will be focused within the existing Sphere of Influence along Highway 99.*
- *LAND USE POLICY 6.3 The City will encourage development of vacant parcels and creative reuse of undeveloped properties along Highway 99.*

Goals to implement the policies include:

- A. Reinforce a compact mixed use infill development pattern in the in the Highway Commercial Corridor.
- B. Provide uses that support mixed use development to support linkages to other services nearby.
- C. Support residential, commercial, and light industrial uses together as single story or multi-story.
- D. Encourage mixed use development with a residential component inclusive of multi-family and high density residential.
- E. Allowance of a dynamic mixture of uses from retail, restaurant, office, and light industrial flex start up.
- F. Ensure the frontage of the HCC Highway Commercial Corridor Mixed Use Combining Zone is developed with Commercial and/or Commercial-Residential as shown on Figure 1 below..

17.59.020 Permitted uses.

Permitted uses consist of the permitted uses in the C-1, C-2, M-1, R-1, R-2, R-3, and R-4 districts without a conditional or administrative use permit except as limited per Section 17.59.040:

- A. Live/Work units
- B. Residential uses above first floor commercial uses.
- C. Single family attached and/or detached units.
- D. Commercial (C-1 and C-2) uses except as limited per Section 17.59.040 below.
- E. Light Industrial (M-1) allowed uses per Section 17.42, except as limited per Section 17.59.040 below.

17.59.030 Conditional uses.

Conditional uses requiring Planning Commission review and approval:

- A. Other uses or services not listed in the C-1 or C-2 districts.

17.59.040 Uses not allowed.

Uses not allowed within Highway Commercial Corridor Mixed Use Combining Zone:

- A. Adult Entertainment
- B. Childcare and preschool
- C. Cocktail lounge, bar, tavern
- D. Dairy
- E. Flea Market (does not include special sales events, fundraisers)
- F. Funeral homes
- G. Ice Skating Rink (allowed w/Temporary use Conditional Use Permit during the holiday season)
- H. Stand-alone parking lots
- I. Solar Farms (Retail sale of solar equipment or assembly is permitted)
- J. Transitional, emergency shelters, and support housing providing housing for individuals or families without time limit for year round use.

17.59.050 Development standards.

Standards for development shall be as follows:

- A. Allowable Building Height: Forty (40) feet
- B. Lot Coverage: 80%
- C. Density: Stand-alone residential development 10-30 du/ac. No maximum density if development is vertically mixed with commercial.
- D. Parking required: Parking shall be in conformance with Chapter 17.76 for uses.
 - 1. May use shared parking lots with access/ingress/egress agreements. Parking shall be located to the rear of a structure or development as is practicable and shall not be located at an intersection.
 - 2. Parking lot lighting shall use the current City of Gridley lighting standards and comply with the Highway 99 corridor lighting requirements.
- E. Yard required: The provisions of Chapter 17.76 shall apply.
- F. Streetscape: Trees in planters or parkways- coordinate with City
- G. Street furnishings: Required throughout
- H. Signage: May have the following building signage:
 - 1. Blade signs affixed perpendicular to structure
 - 2. Building signage up to 25% of the building frontage for the business but no greater than 100 square feet.
 - 3. Lighting shall be LED, gooseneck or similar. Refer to Chapter 17.72 for additional requirements
 - 4. Monument signage pursuant to Chapter 17.72.060.
- I. Site Development Plan review required.
- J. Loading and unloading zones shall be coordinated with the Planning Department and Public Works to ensure street visibility, blocking, and safety are addressed.
- K. All outdoor refuse areas shall provide an enclosure, landscaped and with a roof pursuant to Chapter 17.72.100.
- K. Commercial uses only, shall be developed contiguous to Highway 99.
- L. Walls separating uses shall be required on a case by case basis. The intent of the mixed use development is to provide a cohesive commercial development. The City shall review each

project and determine if walls should be constructed to separate uses based upon a site development plan. This requirement supersedes the requirements of Chapter 17.72.

SECTION 2: The City Council approves the addition of the Chapter 17.59 and hereby amends the Gridley Municipal Code.

SECTION 3: This ordinance shall be effective thirty (30) days from the date of the second reading of the ordinance.

I HEREBY CERTIFY that Ordinance 828-2017 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 21st day of August, 2017, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

Paul Eckert, City Clerk

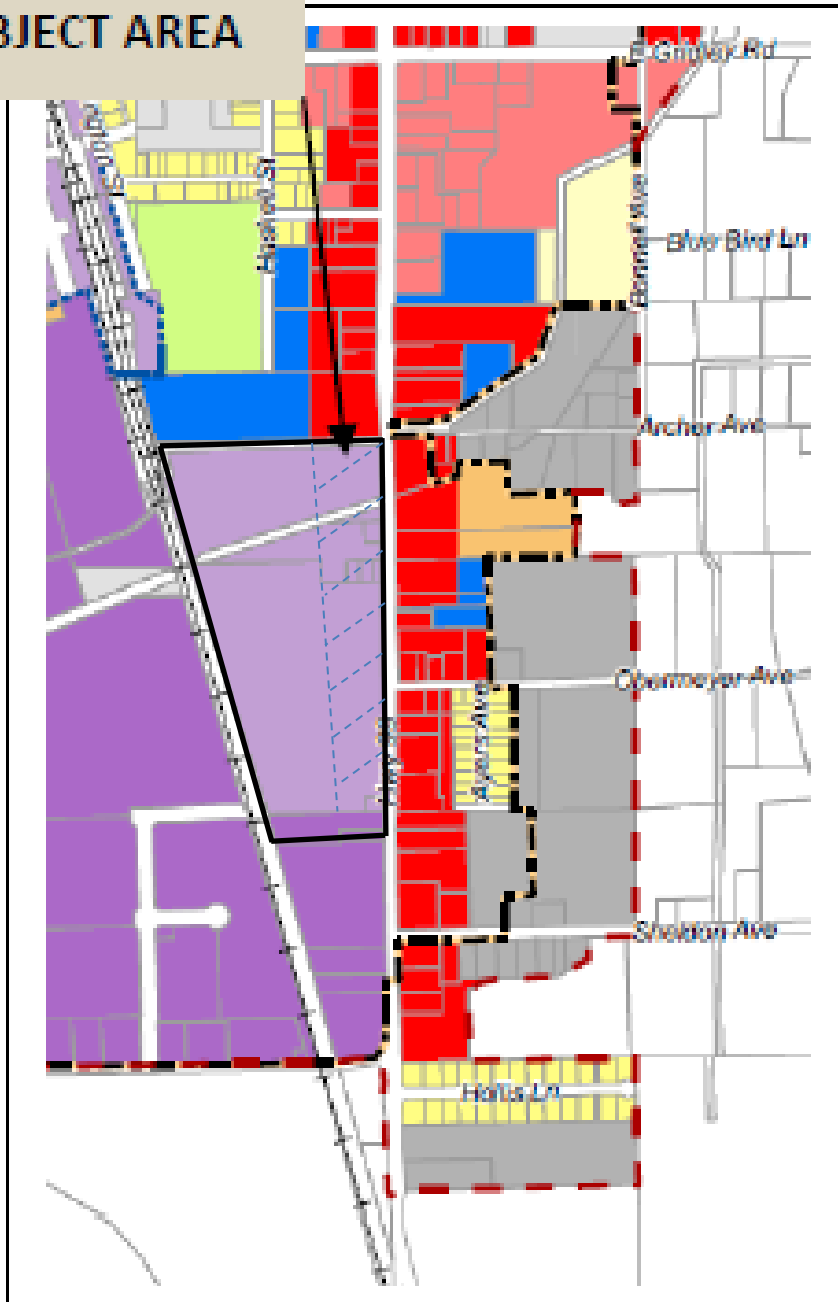
Frank Hall, Mayor

APPROVED AS TO FORM:

Anthony Galyean, City Attorney

EXHIBIT A

SUBJECT AREA



The hatched area provides a guideline and extension of commercial uses aligned to the north of the subject area.

The line of demarcation identifies that only commercial shall be located contiguous to Highway 99. The depth of the commercial use is arbitrary and determined by a project application to the City of Gridley for review and approval.

Uses:

- 1) Commercial (C-1/ C-2) and combined Commercial/Residential uses are allowed contiguous to Highway 99.
- 2) Commercial (C-1/C-2), Residential (inclusive of all residential land use designations), and Light Industrial (M-1) uses are allowed.
- 3) Limitations of the restricted uses in accordance with Section 17.59.040, "Uses not allowed".

Figure 1: Map depicting HCC Highway Commercial Corridor Mixed

Use Combining Zone

City Council Agenda Item #5

Staff Report

Date: August 21, 2017

To: Mayor and City Council

From: Donna Decker, Planning Department

Subject: **Second reading and Adoption of Ordinance No. 829-2017:** Application to add the Agricultural Overlay (AO) district as a secondary zoning to the existing Light Industrial (M-1) zoning district to allow continued commercial agricultural uses until the property is developed on the ±22.6-acre parcel (APN 021-240-025).

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully recommends the City Council:

1. Determine the project is Categorically Exempt per the California Environmental Quality Act, Section 15061(b) (3), and Review for Exemption, General Rule; and,
2. Adopt Ordinance 829-2017 by reading of title only.

Discussion

On August 7, 2017 after considering the staff report, public testimony, and the recommendation from the Planning Commission, the City Council approved the adoption of Ordinance 829-2017 to add the Agricultural Overlay (AO) district as a secondary zoning to allow continued commercial agricultural uses until the property is developed on the ±22.6-acre parcel. This allows the property owner to continue to utilize the property for commercial agricultural uses until development may be feasible.

The secondary zoning district of Agricultural Overlay was designed to allow land that has not been developed within the incorporated city boundary to be farmed commercially. The property will have a land use designation as HCC/MUCZ/AO.

Financial Impact

There are no direct costs associated with this effort.

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. Ordinance No. 829-2017

**ORDINANCE TO ADD THE AGRICULTURAL OVERLAY (AO) DISTRICT AS A
SECONDARY ZONING DESIGNATION TO ALLOW COMMERCIAL AGRICULTURAL
USES UNTIL THE PROPERTY IS DEVELOPED ON A ±22.6 ACRE PARCEL
LOCATED ON THE WEST SIDE OF HIGHWAY 99 (APN 021-240-025)**

WHEREAS, the City of Gridley approves the secondary zoning designation for approximately 22.6 acres to allow its continued use as commercial agricultural production land; and,

WHEREAS, the proposed project is categorically exempt from environmental review pursuant to the California Environmental Quality Act, Section 15061(b) (3), and Review for Exemption, General Rule. The proposed overlay zoning does not create a project or create impacts in that agricultural uses have been established on the property for some time and will not impact the site or the surrounding area; and,

WHEREAS, a duly noticed public hearing was held on July 24, 2017 by the Planning Commission recommending the proposed additional zoning designation be forwarded to the City Council for action; and,

WHEREAS, after considering the staff report, public testimony, and the recommendation from the Planning Commission, the City Council determined the proposed addition of the Agricultural Overlay (AO) zoning district was appropriate.

WHEREAS, the City Council duly introduced Ordinance 828-2017 by reading of title only at a regular meeting of the City Council held on August 7, 2017; and,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRIDLEY DOES HEREBY ORDAIN
AS FOLLOWS:**

SECTION 1: The City Council finds that adding the Agricultural Overlay (AO) District to Assessor's Parcel Number 021-240-025 is consistent with the 2030 General Plan and CEQA.

SECTION 2: The City Council approves the addition of the Agricultural Overlay (AO) District to parcel number 021-240-025 consisting of approximately 22.6 acres.

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.

ATTACHMENT 1
ORDINANCE NO. 829-2017

I HEREBY CERTIFY that Ordinance 829-2017 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 21st day of August, 2017, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCILMEMBERS

ATTEST:

APPROVE:

Paul Eckert, City Clerk

Frank Hall, Mayor

APPROVED AS TO FORM:

Anthony Galyean, City Attorney

City Council Agenda Item #6
Staff Report

Date: August 21, 2017
To: Mayor and City Council
From: Dean Price, Chief of Police
Subject: Police Patrol Vehicle Purchase

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully requests the Mayor and City Council authorize the City Administrator/Finance Director to issue a purchase order with Gridley Country Ford, Gridley, a California based company, for the purchase and delivery of two (2) Ford Police Explorer Utility Vehicles in an amount not to exceed \$61,793.52.

Background

Staff seeks to replace two Patrol Police Vehicles that have reached the end of their useful life. Staff recommends purchasing 2 Ford Police Explorer Utility Vehicles from Gridley Country Ford based on Gridley Country Ford's comparable and competitive bid of \$30,896.76 per vehicle when compared to the State of California contract pricing through Folsom Lake Ford of Folsom of \$30,321.43.

Staff determined that Ford Police Interceptor/Explorer Utility Vehicles are available through the State of California Enforcement Vehicle Contract; contract #1-15-23-14B. awarded to Folsom Lake Ford on June 1, 2015. The contract is valid through June 29, 2018. The validity of the competitive contract pricing that the State of California awarded to Folsom Lake Ford was verified. Staff determined the Gridley Country Ford bid is approximately \$574.34 more than the Folsom Lake Ford bid. Municipalities are eligible to purchase assets through the approved Department of General Services (DGS) California Multiple Award Schedules (CMAS). Folsom Lake Ford is a contractor within the CMAS system.

The cost difference of approximately \$575.34 per vehicle when purchasing on the state contract with Folsom Lake Ford versus purchasing locally is negligible when considering the time and expense of delivery and the benefits of buying locally from Gridley Country Ford, which currently performs vehicle maintenance service on all Police Department vehicles.

The Police Department within its Assigned Vehicle Program assigns each eligible police officer a police patrol. The current average age of patrol police vehicle in the fleet presently is 6 years with an average of 79,000 miles. The Department averages nine (9) years of useful life for a patrol police vehicle barring any catastrophic retirements due to traffic collisions or major

mechanical defects. The Department strives to average seven years per vehicle and minimally 100,000 miles before retirement of any patrol police vehicle.

The City Council approved the purchase of two (2) new police patrol vehicles during the fiscal year 2017/2018 budget discussions. The Department has recently retired Unit #71, a 2007 Crowne Victoria patrol police vehicle due to costly repairs and the age, condition and mileage of the vehicle. After an internal evaluation of police unit #71, it was determined that the cost to benefit of repairing and maintaining the vehicle is not warranted. The vehicle was retired in June 2017. The Department has one additional vehicle subject to retirement during the 2017/2018 year due to the age, condition and mileage of the vehicle.

There are additional one-time costs of equipping each vehicle with emergency equipment (emergency lights, prisoner cage, radio, siren, and safety equipment). The cost of this one-time expense through Lehr of Sacramento is included in the adopted 2017/2018 Police Department budget.

The two police vehicles will be ordered through Gridley Country Ford, if City Council approves this purchase and the funds will be remitted to the dealership once the City takes delivery of the vehicles.

Financial Impact

The purchase of the two police vehicles was anticipated and budgeted for in the annual 2017/2018 budget process. There is no request for additional department appropriations. The 2017/2018 adopted budget has \$34,000 budgeted per vehicle. One vehicle will be charged against the COPS Fund #672-4200-6300 and one vehicle will be charged against the General Fund #010-4200-6300.

Compliance with City Council Strategic Plan or Budget Goals

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

Attachments

- Vehicle Bid Cost Comparison Analysis
- Gridley Country Ford Vehicle Order Confirmation Quote
- Folsom Lake Ford Contract Pricing Sheet
- California Enforcement Vehicle Contract #1-15-23-14B

Cost Comparison
New 2017 Ford Explorer Police Utility Vehicle
City of Gridley - August 2017

	Gridley Ford, Gridley	Folsom Lake Ford, Folsom	
Vehicle Make	Ford	Ford	
Vehicle Model	Explorer	Explorer	
Vehicle Year	2017	2017	
Color	White	White	
Engine	3.5L / V6	3.5L / V6	
Transmission	6 Spd (Auto) / 2WD	6 Spd (Auto) / 2 WD	
Fuel Economy - City/Highway	17/24	17/24	
Mileage	New	New	
Warranty	3 Years / 36,000 Miles	3 Years / 36,000 Miles	
Retail Price	\$28,710.23	\$27,671.44	
Taxes (sales price + Doc. Fee)	\$2,087.28	\$2,150.74	*
Document Prep. Fee	\$80.00	\$80.00	
CA Smog Fee + Transfer Fee	\$19.25	\$19.25	
Delivery	\$0.00	\$400.00	
Total "Out the Door" Price	\$30,896.76	\$30,321.43	
* Sacramento County - Additional .5% County Sales Tax			
Bid Comparison:			
Gridley Country Ford Bid	\$30,896.76		
Folsom Ford - State Contract Bid	\$30,321.43		
Difference	\$575.34	***	
*** De minimis difference. Purchasing local stimulates local Gridley commerce.			

CNGP530 VEHICLE ORDER CONFIRMATION 07/13/17 18:53:03
 ==> Dealer: F72464
 2017 EXPLORER 4-DOOR Page: 1 of 2
 Order No: 1234 Priority: J3 Ord FIN: QH540 Order Type: 5B Price Level: 750
 Ord Code: 500A Cust/Flt Name: GRIDLEY PD PO Number:
 RETAIL RETAIL
 K8A 4DR AWD POLICE \$31995 51S DUAL LED LAMPS \$620
 .112.6" WB 59B KEY CODE 1284X 50
 YZ OXFORD WHITE 66A FRONT HDLMP PKG 850
 9 CLTH BKTS/VNL R .GRILL WIRING
 W EBONY BLACK 68L RR DR HND INOP 35
 500A EQUIP GRP 794 PRICE CONCESSN
 .PREM SINGLE CD REMARKS TRAILER
 99R .3.7L V6 TIVCT NC
 44C .6-SPD AUTO TRAN NC
 53M SYNC SYSTEM 295
 CA BOARD FEES NC
 X 17A AUX CLIMATE CTL 610
 17T CARGO DOME LAMP 50
 18W RR WINDOW DEL 25
 422 CALIF EMISSIONS NC
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 F4=Submit F5=Add to Library F3/F12=Veh Ord Menu
 F9=View Trailers
 S006 - MORE DATA IS AVAILABLE.
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 Jul 13, 2017 3:50:15 PM

QC07773

ORDER Price \$ 28710²³
 ON Each
 80 Dpc
 10⁵⁰ Trans Fee.
 875 C.T.F.
 2087²⁸ Tax

Total For \$ 30,896.⁷⁶
Each

Thank you,
 Gridley Country Ford
 (530) 846-4724

CNGP530

VEHICLE ORDER CONFIRMATION

07/13/17 18:53:14

==>

Dealer: F72464

2017 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 1234 Priority: J3 Ord FIN: QH540 Order Type: 5B Price Level: 750
Ord Code: 500A Cust/Flt Name: GRIDLEY PD PO Number:

RETAIL

RETAIL

86T RR TAILLAMP HSG \$60
✓ 942 DAYTIME RUN LMP 45
× 153 FRT LICENSE BKT NC
SP FLT ACCT-CR
FUEL CHARGE
DEST AND DELIV 945

TOTAL BASE AND OPTIONS 35580

TOTAL 35580

THIS IS NOT AN INVOICE

*TOTAL PRICE EXCLUDES COMP PR

F1=Help

F2=Return to Order

F7=Prev

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

F9=View Trailers

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QC07773

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CONTRACT 1-15-23-14B USER INSTRUCTIONS
Enforcement Vehicles, Police Pursuit

CONTRACT PRICING

Contractor: FOLSOM LAKE FORD
Vehicle: ENFORCEMENT UTILITY VEHICLE, POLICE INTERCEPTOR SUV

FORD ENFORCEMENT UTILITY POLICE INTERCEPTOR								
Contract Line Item Number (CLIN)	Unit of Measure	Quantity in Unit of Measure	Item Description	Manufacturer (OEM)	UNSPSC Code	Manufacturer Part Number (OEM #)	SKU #	State Contract Price
201	EACH	1	Law Enforcement Ford Utility SUV With Police Package in accordance with specification 2310-3116R1, dated 6/03/2015	FORD	2510702	K8A	K8A	\$27,671.44
202	Each	1	Optional Badge Delete	FORD	2510702	16D	16D	No Charge
203	EACH	1	Extended Powertrain Warranty, 5 year / 100,000 miles	FORD	2510702	FOMOCO	FOMOCO	No Charge

FOLSOM LAKE FORD DEALER CATALOG						
Group Seg. ID	Item Description	Catalog Date	UNSPSC Code	Contract Discount % Above Dealer Cost	Price	
A	Attachment C, Dealer Catalog - Utility Police Interceptor SUV Price List	6/30/2015	N/A	10%	N/A	
	Keyed Alike Vehicles	6/30/2015	2510702	10%	\$41.00	
	Trailer Towing Package Draw Title Class II	6/30/2015	2510702	10%	\$165.00	
	Daytime Running Lights (DRL)	6/30/2015	2510702	10%	\$35.50	



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
CONTRACT USER INSTRUCTIONS
**** MANDATORY ****

CONTRACT NUMBER:	1-15-23-14B – Supplement 2
DESCRIPTION:	Ford Police Interceptor Utility SUV
CONTRACTOR(S):	Folsom Lake Ford
CONTRACT TERM:	6/30/2015 through 6/29/2018
STATE CONTRACT ADMINISTRATOR:	Rudolph Jimenez (916) 375-4390 Rudolph.Jimenez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

All Changes are in RED

Signature of File

Date: 2/27/2017

Contract Mandatory 1-15-23-14B – Supplement 2
Contract User Instructions

Rudolph Jimenez, Contract Administrator

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
2	<p>Subject contract for Ford Police Interceptor Utility SUVs is hereby modified to reflect the following change:</p> <ul style="list-style-type: none">• Contract expiration date has been extended to 6/29/2018	2/27/2017
1	<p>Subject contract for Ford Police Interceptor Utility SUVs is hereby modified to reflect the following change:</p> <ul style="list-style-type: none">• Article 33 Contract Administration, Contract Administrator has changed from Timothy Smith to Rudolph Jimenez. <p>All other terms, pricing, and conditions shall remain the same.</p>	9/23/2015

Contract Mandatory 1-15-23-14B – Supplement 2

Contract User Instructions

1. SCOPE

The State's contract with Folsom Lake Ford (Contractor) provides Ford Police Interceptor Utility SUVs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-15-23-14B. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Ford Police Interceptor Utility SUVs to the State.

The contract term is for two (2) years with an option to extend the contract for one (1) additional twelve month **period** or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.dgs.ca.gov/pd/Resources/publications/SCM2.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

Contract Mandatory 1-15-23-14B – Supplement 2

Contract User Instructions

- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
 - Local governmental agency
 - Contact name
 - Telephone number
 - Mailing address
 - Facsimile number and e-mail address

DGS Billing Code Contact: (916) 375-4400

- C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at:
<http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (Click on "Purchasing" under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against the contract the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. EXEMPT PURCHASES

To purchase other than the contract commodity listed requires an approved exemption from the DGS/PD Contract Administrator. Please refer to
<http://www.dgs.ca.gov/pd/Programs/Leveraged/contracts/exemptionprocess.aspx>
for information and the required justification forms regarding the exemption process.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

Contract Mandatory 1-15-23-14B – Supplement 2
Contract User Instructions

For contractor performance issues, ordering agencies must submit a completed Supplier Performance Report via email or facsimile to the State Contract Administrator. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

7. CONTRACT ITEMS

The following one (1) vehicle is available for purchase under this contract:

FORD POLICE INTERCEPTOR UTILITY SUV

No other Ford vehicles are available for purchase under these contract terms.

8. SPECIFICATIONS.

The vehicle listed on Attachment 1, Contract Pricing, must conform to the State of California Bid Specification Number 2310-3116R1, dated 6/3/2015, Attachment 2b .

9. CUSTOMER SERVICE

There are no specific customer services requirements associated with this contract.

10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

There is no electronic catalog or contract website associated with this contract.

11. PRE-ORDER CONFIGURATION CONSULTATION (OFFER GENERATION)

There is no pre-order configuration associated with this contract.

12. ELECTRONIC WASTE RECYCLING FEE

There is no electronic waste recycling fee associated with this contract.

13. PRODUCT SUBSTITUTIONS

There is no product substitutions associated with this contract.

14. PROMOTIONAL PRICING

There is no promotional pricing associated with this contract.

15. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT

There is no technology certification requirement associated with this contract.

16. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms).

Contract Mandatory 1-15-23-14B – Supplement 2

Contract User Instructions

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure – (each)
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

3) American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

17. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

18. ORDERING PROCEDURE

A. Ordering Methods:

Contract Mandatory 1-15-23-14B – Supplement 2
Contract User Instructions

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail	Facsimile	Email
Folsom lake Ford 12755 Folsom Blvd. Folsom CA, 95630	(916) 353-2078	danr@folsomlakeford.com

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

19. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Do not have a DGS billing code – (local agencies)
- Are submitted without Contract Administrator approval of non-core items
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the Contract Administrator.

20. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an order receipt confirmation, via e-mail or facsimile, within 48 hours of receipt of purchase document. The Order Receipt Confirmation shall include the following information:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Anticipated Delivery Date

21. OUT OF STOCK REMEDY

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products.

22. DISCONTINUED ITEM REMEDY

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the Contract Administrator.

Contract Mandatory 1-15-23-14B – Supplement 2
Contract User Instructions

23. DELIVERY SCHEDULES

Delivery for orders placed against the contract resulting from this solicitation shall be in accordance with the following:

A. Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

B. Locations

Deliveries are to be made (statewide) to the location specified on the individual purchase order, which may include, but not limited to inside garages and parking lots.

C. Schedule

Delivery made to any State department is to begin within 90 days after receipt of order (ARO). State departments may limit delivery to a maximum of ten (10) units per working day.

Delivery to local governmental agencies is to be completed in full within 150 days ARO.

Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Confirmation.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

D. Security Requirements

Deliveries may be made to locations inside secure institutional grounds (such as the California State Prisons) that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be the Contractor's responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery. Deliveries that are delayed due to drivers not being cleared to enter institutional grounds may cause your firm to be declared in default of contract requirements.

Note: In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this solicitation. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

24. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

25. FREE ON BOARD (F.O.B.) DESTINATION

The Contractor is required to deliver vehicles to State agencies or local governmental agencies FOB Destination, Sacramento County. Additionally, delivery shall be FOB Destination to the California Highway Patrol (CHP), Fleet Operations, 3300 Reed Ave., West Sacramento, California 95605.

Vehicles shall be delivered from the factory to the dealer's place of business. If the purchase order indicates delivery outside an FOB point, the dealer and agency will negotiate for delivery beyond the FOB point. This

Contract Mandatory 1-15-23-14B – Supplement 2
Contract User Instructions

delivery may be subject to an additional delivery charge by the resulting contractor(s). This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the FOB area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The Contractor shall insure that each vehicle reaches its delivery point with no less than five (5) gallons of fuel in the fuel tank.

Drop ship deliveries shall not be made without prior State inspection.

Vehicles delivered from the Contractor with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 250 miles on the odometer will not be accepted.

26. PALLETS

There are no pallet requirements associated with this contract.

27. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:

<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>.

28. PACKING SLIP

Not applicable to this contract.

29. PACKING LABEL

There are no packing label requirements associated with this contract.

30. HAZARDOUS MATERIALS DOCUMENTATION

For products that contain hazardous chemicals, as defined by California Code of Regulations, Title 8, Section 339, the Contractor must provide a Material Safety Data Sheet (MSDS), via facsimile or email, to the ordering agency upon written request.

31. INSTALLATION

There is no installation associated with this contract.

32. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State Inspector at the dealer's place of business. Inspection will commence within five (5) State working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Contract Mandatory 1-15-23-14B – Supplement 2
Contract User Instructions

Completion of inspection or acceptance by the State Inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local purchasing agency.

A. DOCUMENTS:

The following documents shall be delivered to the receiving agency with the vehicle:

1. Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
2. "Line Set Tickets" or "Window Sticker" showing all options installed
3. One (1) copy of the vehicle warranty
4. One (1) Owner's Manual
5. Speed Calibration documentation for each vehicle

33. CONTRACT ADMINISTRATION

Both the State and the contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS/DPD (State Contract Administrator)	Folsom Lake Ford (Contractor)
Contact Name:	Rudolph Jimenez	Dan Raimondi or Mark Paoli
Telephone:	(916) 375-4390	(916) 351-4246 or (916) 351-4202
Facsimile:	(916) 375-4613	(916) 353-2078
Email:	Rudolph.Jimenez@dgs.ca.gov	danr@folsomlakeford.com markpaoli@folsomlakeford.com
Address:	DGS/Procurement Division Attn: Rudolph Jimenez 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	Folsom Lake Ford 12755 Folsom Blvd. Folsom CA, 95630

34. RETURN POLICY

Not applicable to this contract.

35. CREDIT POLICY

Not applicable to this contract.

36. RESTOCKING FEES

There are no restocking fees associated with this contract.

37. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)

Contract Mandatory 1-15-23-14B – Supplement 2
Contract User Instructions

- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

38. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

39. CAL-CARD INVOICING

Not applicable to this contract.

40. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor is listed below. State departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Folsom Lake Ford	SR KH 26797640

41. ACCESSIBILITY COMPLIANCE/ VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE (VPAT)

There is no accessibility requirements associated with this contract.

42. WARRANTY

The manufacturer's regular new vehicle warranty shall apply to all vehicles procured against the resulting contract.

Contract Mandatory 1-15-23-14B – Supplement 2
Contract User Instructions

The warranty shall be factory authorized and shall cover not less than 3 years/36,000 miles bumper to bumper, no charge parts and labor. All emission-related components shall be warranted in compliance with the California Air Resources Board (CARB) and Federal requirements.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000 mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000 mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request.

43. QUALITY ASSURANCE GUARANTEES

There is no additional quality assurance guarantees associated with this contract.

44. EQUIPMENT REPLACEMENT DURING WARRANTY

Not applicable to this contract.

45. PRINCIPAL PERIOD OF MAINTENANCE

There is no principle period of maintenance associated with this contract.

46. RECYCLED CONTENT

There is no recycled content associated with this contract.

47. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

48. TAKE BACK/TRADE-IN

There is no take back/trade in associated with this contract.

49. ELECTRONIC WASTE RECYCLING

There is no electronic waste associated with this contract.

50. ATTACHMENTS

Contract Mandatory 1-15-23-14B – Supplement 2
Contract User Instructions

Attachment A – Contract Pricing
Attachment B – Specification Number 2310-3116R1, dated 6/3/2015
Attachment C – Dealer's Catalog



STATE OF CALIFORNIA
BID SPECIFICATION
UTILITY VEHICLE, LAW ENFORCEMENT
HIGH SPEED POLICE PURSUIT

2310-3116R1

1.0 SCOPE:

This specification describes the State of California minimum requirements for an **all or rear wheel drive** utility vehicle to be used in high-speed highway traffic and general law enforcement work. The vehicle will at times be operated at speeds in excess of 100 miles per hour for both short and long durations. It will be driven on all types of roads, and road surfaces and at altitudes ranging from approximately 200 feet below sea level to 10,000 feet above sea level. Ambient temperatures to which the vehicle will be exposed will range from approximately 0°F to 120°F.

The manufacturer shall use components, materials and design practices that are the best available in the industry for the type of operational conditions to which the vehicles will be subjected. Engine, transmission, driveline, differential, brake, suspension, wheel, tire and other component parts of the vehicle shall be selected to give maximum performance, service life, as well as safety and not merely meet the minimum requirements of this specification. Where necessary, the component parts shall exceed the usual quantity, quality, or capacity generally supplied with standard production vehicles in order to withstand the unusual strain, exposure, temperature, wear and use required for a police application.

2.0 RULES AND REGULATIONS:

Vehicles shall comply with all applicable California Vehicle Code (CVC), Code of Federal Regulations, Title 49, "Federal Motor Vehicle Safety Standard" (FMVSS) and California Code of Regulations, Title 13, "Motor Vehicles" rules and regulations (except emissions regulations). Vehicles shall also comply with Society of Automotive Engineers (SAE) J 1100, "Motor Vehicle Dimensions" in addition to all other applicable SAE standards. In addition, all vehicles shall comply with all other Federal and State rules, regulations and safety standards applicable to the vehicle type in effect on the date of the opening of the invitation for bid. Vehicles shall meet 50 State emissions requirements that allow the resale of these vehicles to the general public as originally equipped upon emergency vehicle "service life" completion.

3.0 VEHICLE:

All vehicles offered in compliance with these specifications shall be the manufacturer's "Police Pursuit Utility Vehicle" rated model and shall be suitable for high-speed pursuit and emergency driving. All vehicles shall meet the following minimum specifications:

4.0 REQUIREMENTS:

4.1 General: Each vehicle shall be new (unused), current model year production. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirements of this specification shall also be installed.

4.2 Engine: The engine shall be a manufacturer's "Police Package" configuration equipped with altitude compensating electronic fuel injection.

The engine shall have a displacement, to be determined by the manufacturer, sufficient so that all performance requirements described in Section 1.0, Scope and Section 4.26, Performance Requirements are achieved.

The engine shall be designed to operate knock free at all engine and vehicle speeds on unleaded fuel with a minimum octane rating of 87 (RM + MM ÷ 2).

- 4.3 **Engine Oil Cooler:** An auxiliary engine oil cooler shall be installed if required to maintain oil operating temperatures $\leq 300^{\circ}\text{F}$, under operating conditions described in the Section 1 of this specification.
- 4.4 **Fuel Supply System:** The fuel supply system shall be of such a design to eliminate vapor lock when the engine is operating in high ambient temperatures or during periods of extended idling.
- 4.5 **Fuel Tank:** The fuel tank furnished shall be the largest capacity available.
- 4.6 **Cooling System:** The cooling system shall be liquid pressurized, forced circulation type. The manufacturer shall provide the heaviest duty cooling system components and recovery system applicable to the model offered. The cooling system design and capacity shall maintain the engine at optimum temperature, under all operating conditions specified, without any loss of coolant or overheating of engine and components. The cooling system shall be free of contaminants that may affect cooling system component longevity and performance. Optimum engine temperature shall be maintained with the vehicle loaded to the vehicle manufacturer's published maximum gross vehicle weight rating (GVWR) and continually operated in all operating environments described within the scope of this specification.
- 4.7 **Electrical System:** The electrical system shall be 12 volt negative ground. All wiring shall include weather proof connectors.

The vehicle battery shall be the optional heaviest duty type available, compatible with the vehicle charging system and intended for police service. The vehicle battery shall have a minimum of 660 cold cranking amps, with a manufacturing date not exceeding six (6) months prior to vehicle delivery. Vehicles will not be accepted with batteries exhibiting less than 90 percent of full charge at time of delivery.

The generator/alternator shall be the highest capacity optional generator/alternator listed in the manufacturer's current police package brochure applicable to the vehicle bid. It shall have a minimum 160 amp output.

- 4.8 **Transmission:** The transmission shall be fully automatic transmission equipped with auxiliary transmission fluid coolers, if necessary, to maintain oil operating temperatures not to exceed 275°F , maximum. Console or floor mounted shifters are acceptable, but must be capable of allowing the installation of CHP radio and equipment.
- 4.9 **Steering:** The power steering system shall be equipped with a fluid cooler, if necessary, to maintain power steering fluid operating temperatures not to exceed 300°F , maximum.
- 4.10 **Brakes:** The brakes shall be power assisted and feature an anti-lock brake system (ABS). All four wheels shall be equipped with disc brakes. Friction material shall be designed for police applications.
- 4.11 **Wheels and Tires:** Each vehicle shall be supplied with five (5) matching wheels and tires. One (1) of the five (5) shall be a matching full size wheel and spare tire. A space saver type spare tire is not acceptable. The wheels shall have a safety ridge rolled into the rim or otherwise designed to prevent the tire from separating from the wheel in the event of a flat. Wheels shall be steel construction, designed for police applications. Lug nuts shall be covered with a center cap. Manufacturer's standard Tire Pressure Monitoring System shall be supplied. If a tire pressure

activation tool is needed to reset the light on the tire pressure monitoring system, one tool shall be provided for each vehicle as part of this requirement.

The vehicle manufacturer shall test and certify tires as acceptable for original equipment and replacement installation on the police package vehicle specified in this invitation for bid.

Any wheel weights used shall be "non-lead" type.

- 4.12 **Suspension:** The front and rear suspension including shock absorbers shall be designed for police work. Front and rear stabilizer bars are required.
- 4.13 **Differential:** The differential shall be the conventional type, ring and pinion gears, with a ratio designed to give the best overall performance for the transmission and tire size installed on vehicle. The gear ratio shall be the same on all vehicles.
- 4.14 **Radio Suppression:** The system shall not cause or be affected by any electrical magnetic interference (EMI) or radio frequency interference (RFI) including but not limited to the following radio frequencies currently in use by CHP vehicles:

- Low Band: 39 - 46 MHz Transmit and Receive
- Repeaters: 153 -155 MHz Transmit and Receive
- Radio, UHF 440 - 490 MHz Transmit and Receive
- Allied Radio 806 - 870 MHz Transmit and Receive
- Allied Radio 581 - 866 MHz Transmit and Receive
- Allied Radio 159 - 173 MHz Transmit and Receive
- Allied Radio 150 - 174 MHz Transmit and Receive
- Radio / Repeater 764 - 806 MHz Transmit and Receive
- Canines 26 - 28 MHz Receive
- Canines 303.9 MHz Receive
- Computers: 896-901 MHz Transmit, 935-940 MHz Receive
- Canines: 303.875 MHz Receive

The system should not cause more than one (1) dB of radio degradation at the antenna whether it be radiated or conducted radio frequency interference (RFI), or electromagnetic interference (EMI). If the system causes any two or all three types of interference, the total combined allowable receiver degradation is 1 dB at all CHP frequencies.

See Exhibit 2 for radio degradation testing details.

- 4.15 **Body:** The body shall be a four door, sport utility with center post. Protective body side molding shall not be installed on the vehicle. This is to permit installation of an Agency insignia (33" long by 20" high) without trim interference.

The wheel wells shall be constructed so that OEM approved tire chains or cables may be installed in a conventional manner, without clearance problems and without causing body or structural damage to the vehicle.

- 4.16 **Exterior Color:** The body shall be painted manufacturer's gloss black. The roof panel and lower portion of both front doors below the window belt line shall be painted manufacturer's gloss bright white. After-factory applied paint to accomplish the white portion of the two-tone paint scheme is acceptable if factory applied black and white two-tone paint configuration is unavailable from the manufacturer.

- 4.17 **Interior/Seat Upholstery:** Front seats shall be bucket type accommodating the installation of a center console by the end user. A 60/40 split bench / bucket type seat is not acceptable. The driver's seat shall be power adjustable and shall be designed for maximum comfort, support and durability. **The front and rear seat shall be the manufacturer's standard cloth upholstery. (A vinyl rear set is acceptable provided the manufacturer warranties the vinyl seat material against sun and heat damage for not less than three (3) years.)**
- 4.18 **Speedometer:** The vehicle described in this specification will be used in law enforcement and speedometer accuracy is essential. The speedometer shall be calibrated and be accurate within two (2) miles per hour at speeds from 15 to 100 miles per hour of the true vehicle speed, within the environmental operating conditions specified in Section 1.0 Scope. The dial face shall be marked up to a minimum of 140 miles per hour. The design of the speedometer shall be such to insure accuracy throughout the life of the vehicle. The face markings shall be in increments no greater than two (2) miles per hour. If the manufacturer has available a digital display speedometer, the vehicle shall be so equipped. A letter of certification of accuracy shall be provided with each unit and shall be applicable to both digital and analog displays. The bidder shall specify the size of tires for which the speedometer is certified. The speed indicator pointer shall not cover more than a two mile per hour section of the scale.
- 4.19 **Payload:** The vehicle shall have a minimum payload of 1500 lbs when configured in the standard Police Pursuit rated version.
- 4.20 **Radio:** Vehicle shall be factory equipped with the factory base radio and at least two (2) front mounted radio speakers and two (2) rear mounted radio speakers.
- 4.21 **Spotlights:** The vehicle shall be supplied with factory standard driver and passenger A-Pillar incandescent installed spotlights.
- 4.22 **Hood-Latch Release:** The hood latch release shall be mounted inside the front passenger compartment so that the hood can not be readily opened from outside the vehicle. The release shall be readily accessible to the seated driver.
- 4.23 **Floor Covering:** The floor covering of the front and rear floor may be standard rubber, vinyl or carpet. The color shall be keyed to the upholstery color. OEM floor mats shall be included for carpeted vehicles.
- 4.24 **Interior Area:** The Vehicle shall be equipped with 1st and 2nd row seats only, and shall have a seating capacity of minimum 5.
- 4.25 **Miscellaneous Equipment:** The vehicle shall be equipped with the following miscellaneous equipment:
- Backup camera with display
 - Reverse sensing
 - Heated driver and passenger mirrors
 - Tilt steering wheel
 - Fresh air type heater and defroster. Refrigeration air conditioning of a size and type recommended and installed by the manufacturer of the vehicle.
 - Intermittent windshield wiper system.
 - Fuel level and water temperature indicator gauges.
 - 12-volt DC power outlet in front compartment.

- **Ballistic Door Panels (left front and right front doors), threat level 3 or better. (Door Panels shall meet and pass National Institute of Justice Certification level III test standards. Testing certification shall be provided upon request.)**
- Cruise control
- Dual electric horns or dual note horn.
- Headlight wigwag capability.
- Map/dome/courtesy light(s) which provide the following functions:
 - When vehicle front doors are opened, none of the interior map/dome/courtesy light(s) shall illuminate automatically.
 - At least one map/dome/courtesy light (at both front and second row) that shall be manually operated to illuminate the seating areas.
- Quick release style driver's side inside door handle to allow the driver's door to be unlocked by pulling on the inside handle.
- Driver and front passenger front impact air bag.
- Driver and front passenger side impact air bag.
- All four (4) doors shall contain power locking and unlocking mechanisms controlled by switches located on the driver's side door control panel.
- All four windows shall be power actuated and controlled from the driver's side door control panel with a lockout feature to prevent other windows from being operated when locked out by the driver.
- Rear window defogger/defroster on a separate switch.
- The vehicle shall use the same single key for ignition, doors, rear, and glove box (if vehicle includes). A set of four (4) total keys shall be supplied for each vehicle. Each vehicle shall be keyed individually.
- Arm rests on each of the four (4) doors (arm rests in rear passenger compartment may be mounted on other than the door if vehicle is so designed).
- Left and right remote control outside mirrors. Similar in appearance and mounted on left and right front doors. Both mirrors shall be controllable from the driver's seat.
- Windshield and all windows shall feature tinted glass.
- Light in rear cargo area with rear cargo door actuated switch.
- Standard tool kit including wheel changing tools and jack adequate to safely lift the vehicle.

4.26 Performance Requirements: See Exhibit 1 for testing methodology.

4.26.1 All vehicles shall meet the following Acceleration and Top Speed requirements:

- 0 to 60 miles per hour in 9.0 seconds or less.
- 0 to 100 miles per hour in 23.0 seconds or less.
- 50 to 100 miles per hour in 20.0 seconds or less.
- Attain a top speed of not less than 125 miles per hour within a distance of two (2) miles.
- 0 to 60 miles per hour in 11.0 seconds or less at approximately 6,000 feet of elevation.

4.26.2 All vehicles shall be tested for the following Vehicle Dynamics:

- Steering- Response, Road Feel
- Suspension- Roll Resistance, Front-end Dive, Rear-end Squat
- Handling- High-speed Curves, Medium-speed Curves, Tight Cornering, Predictability

4.26.3 All vehicles shall meet the following **Braking** requirements/tests.

ABS Braking:

- Full ABS stop from 90 MPH. Stopping distance shall not to exceed 350 feet
- Vehicle stops in a straight line

Disc Brake Piston Knock Back Testing:

- Excessive Brake Pedal Travel
- Braking System Provided Acceptable Stopping Power
- Steering Pull or Wheel Lock-Up

Pursuit Course Testing:

- Excessive Brake Pedal Travel
- Braking System Provided Acceptable Stopping Power
- Steering Pull or Wheel Lock-Up

City Council Agenda Item #7
Staff Report

Date: August 21, 2017

To: Mayor and City Council

From: City Administrator Paul Eckert and Police Chief Dean Price

Subject: Adoption of Gridley-Biggs Police Services Agreement

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully requests the Mayor and City Council review and adopt the proposed Biggs Police Services Agreement (PSA).

Background

The City of Gridley provides both Police Services and Electric System Maintenance Services to the City of Biggs. Both contracts are expired and have undergoing review for more than a year. City staff previously reviewed draft versions of the Gridley-Biggs Police Services Agreement with the City Council in February. A brief update regarding the status of both agreements was provided to the City Council in June. The Police Services agreement is recommended for approval on August 21st. The Electric Services Maintenance Agreement will be recommended for adoption on September 18th. Both agreements will result in increased revenue and greater financial certainty for the next three years.

Summary Facts of the Biggs Police Services Agreement

1. The Biggs Police Services Agreement shall be effective September 1, 2017 through June 30, 2020.
2. Biggs will pay the City of Gridley \$507, 452 annually beginning on September 1, 2017 continuing until the Agreement's expiration on June 30, 2020. This is an increase of \$47,228 in the first year over the current FY 16/17 annual cost of \$460,224.
3. In the proposed Agreement, the annual cost the Agreement cost of \$507,452 shall increase yearly on July 1st of each fiscal year by 3.20%. The newly calculated Base Rate will become the rate for the following fiscal year as adopted by the individual City Councils. A one-page Base Rate memorandum shall be adopted by each Council and added to this Agreement on an annual basis.
4. Gridley will provide 24/7 police services to the City of Biggs.
5. As for police service practices, there are not a set number of patrol hours for police services to Biggs, but rather a targeted approach of patrol and resource efforts based on the changing criminal trends of each City.
6. The proposed Agreement service cost is being calculated using "Police Incidents". "Police Incidents" are those police responses originating from telephone calls to the Dispatch Center, walk-ins at the Police lobby, Police Officer self-initiated activity, and email or social media communications.
7. The proposed Agreement uses the calendar year 2016 Total Incidents for the Agreement calculation(s). This is due to the number of police service incidents being consistently and effectively tracked by the GBPD CAD system to date.

8. The City of Gridley commits to providing law enforcement services pursuant to the Agreement from September 1, 2017 to June 30, 2020. Thereafter, from July 1, 2020, either party to this agreement may elect to terminate the Agreement without cause and thereby cancel all further obligations under the Agreement provided however that the canceling party shall provide to the other party at least six (6) months prior written notice in advance of the effective date of cancellation. This Agreement may also be canceled or amended as of any date by written mutual agreement of both parties.
9. In the event of a substantial change in personnel costs to the City of Gridley, including the reduction in police department workforce, such that the services provided to Biggs are affected, the parties may negotiate for amended terms to this Agreement.
10. The Workers' Compensation, Indemnity and Immunities considerations are substantially the same as in the past contracts. No additional risk is being assumed by either party to this Agreement.
11. Gridley City Attorney Tony Galyean has reviewed the proposed draft Agreement. The items in the Agreement are addresses topically as follows:
 - a. WORKERS' COMPENSATION LIABILITY
 - b. MUNICIPAL AGENCY IMMUNITIES
 - c. INDEMNIFICATION FOR WORKERS' COMPENSATION CLAIMS; PROOF OF LIABILITY COVERAGE
 - d. INDEMNITY OBLIGATIONS

Financial Impact

The fiscal impact to the City of Gridley is an increase in General Fund revenue in the first year of the Agreement in the amount of \$47,228 from the last expired Agreement in June 2014.

Compliance with City Council Strategic Plan or Budget Goals

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

Attachments

Gridley-Biggs Police Services Agreement

(Due to the size of attachments associated with the Services Agreement, they can be viewed at the Administration Counter at Gridley City Hall)

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
CITY OF GRIDLEY & CITY OF BIGGS**

This Agreement for Law Enforcement Services ("Agreement") is entered into by and between the City of Gridley ("Gridley" hereinafter) and the City of Biggs ("Biggs" hereinafter), both municipal corporations and general law cities located in the County of Butte, State of California.

RECITALS

- A. Gridley has its own police department while Biggs does not.
- B. Biggs has contracted with Gridley since 2001 for police services and desires to continue services through a contract and provide for police protection within its boundaries pursuant to this Agreement.
- C. This independent contractor Agreement is entered into pursuant to provisions of Government Code Sections 55631, 55632 and 55634, and any and all other applicable authority. (Attachments A - C)
- D. The City of Gridley and the City of Biggs desire to enter into an agreement effective September 1, 2017 and ending on June 30, 2020.
- E. This Agreement is an independent contractor agreement and is not a joint employer arrangement between Gridley and Biggs.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, and for good and valuable consideration, Gridley and Biggs agree as follows:

AGREEMENT

1. GENERAL PROVISIONS

- a) This Agreement for Law Enforcement Services is effective September 1, 2017 and thereafter the provisions herein supersede and replace any previous Agreement or Amendments executed by the parties.
- b) In this Agreement, the word "Chief" means Chief of Police of the City of Gridley.
- c) The Chief of Police of Gridley shall have authority over the manner and means of the overall operations and the procedural manner in which the police services are performed under this Agreement. On or before the 1st day of April of each year of this Agreement, the Chief of Police of Gridley shall consult with the Biggs' City Administrator and Mayor, or the Mayor's Designee on service levels and the parties may modify the Agreement as necessary to meet the needs of Biggs subject to approval by the City Councils of each entity.
- d) The Chief or a member of the Chief's staff will attend Biggs City Council meetings on a monthly basis and provide performance measures to the City of Biggs City Council. These performance measures shall include crime statistics, response times, and traffic enforcement trends and/or significant crime report summaries. In addition, the Chief of Police shall meet monthly with the Biggs City Administrator, and Mayor or the Mayor's Designee to discuss Biggs law enforcement and public safety concerns.
- e) Gridley and Biggs shall cooperate in the preparation and submission of applications for government law enforcement grants for police services in and for the City of Biggs. Gridley and Biggs agree that there is a mutual benefit to such efforts. Gridley and Biggs also agree that either may independently pursue grants and shall be individually responsible therefore.

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
CITY OF GRIDLEY & CITY OF BIGGS**

- f) Responsibility for the selection, assignment and discipline of Police personnel and other matters incident to the performance of services and the control of personnel shall remain exclusively with Gridley. Formal complaints regarding the conduct of Gridley Police personnel may be submitted by the Biggs City Administrator to the Chief of Police. Such complaints shall be promptly investigated and the outcome communicated to the complainant as per the Gridley-Biggs Police Department's Compliments and Complaints Resource and Information Guide (Attachment D) and the Gridley-Biggs Police Department Policy Manual (Attachment E).
- g) Employee relations and related issues, including but not limited to Gridley employee salaries and benefits shall be the sole and exclusive responsibility of Gridley.

2. SERVICE PROVISIONS

- a) General Law Enforcement Services. Gridley shall provide police protection services to Biggs for and during the term of this Agreement and any extension or extensions thereof. Services shall be the same as those provided to the City of Gridley and include the following:
 - i. The enforcement of State Statutes and Municipal Ordinances of Biggs, except such Municipal Ordinances of the type which would require special training of officers or of a type of enforcement that is contracted by Gridley to a third party or other public agency. Nothing herein contained shall preclude enforcement by Gridley personnel of the above-excepted ordinances;
 - ii. Patrol officer services, these duties include, but are not limited to;
 - 1. Patrol
 - 2. Investigation of crimes
 - 3. Completion of reports
 - 4. Prisoner transportation
 - 5. Responding to calls for service
 - 6. Court appearances and testimony
 - 7. Processing of evidence and found property
 - iii. Traffic enforcement;
 - 1. Accident investigation
 - 2. Traffic control
 - iv. Investigations by Department Detective and Narcotics Task Force Detective;
 - 1. Investigations of crimes
 - 2. Court appearances and testimony
 - 3. Processing of evidence
 - v. 24-hour per day communications services to include:
 - 1. 9-1-1 service
 - 2. Police dispatching
 - 3. After-hours dispatching of non-police services
 - vi. Police Records service;

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
CITY OF GRIDLEY & CITY OF BIGGS**

- vii. Collateral Specialty Teams and Additional Programs/Resources offered in the City of Gridley including, but not limited to, Crime Scene Investigations, Volunteers in Policing, Vacation Check Program and Reserve Officer Program; Explorer Cadet and Butte Interagency Narcotics Task Force (BINTF).
 - viii. Coordination of police resources in the event of a major disaster or emergency that necessitates the activation of the Emergency Operations Center ("EOC") in the City of Gridley as more specifically detailed in Section 2. b) below.
- b) Emergency Preparedness. In the event of a major disaster or emergency in Biggs that necessitates the activation of the EOC and report to the Biggs Director of Emergency Services (City Administrator). The Chief of Police or a Command Officer will respond as soon as possible and will assume responsibility of working with Biggs City officials as needed. The City of Gridley shall maintain the EOC and the EOC infrastructure.

For the purpose of performing all of the services provided for in this Agreement, Gridley shall provide personnel, supervision, communications, equipment and supplies necessary to maintain the services to be rendered; provided, however, if in the sole judgment of the Chief or his/her designee, an emergency arises in Gridley which requires temporary diversion of officers and vehicles from Biggs, the same may be diverted to Gridley on an emergency basis, and to the extent emergencies in Biggs require additional police support, the Chief or the Chief's staff may divert personnel and vehicles from Gridley to Biggs for any emergencies.

- c) Excluded Services. The excluded services for this Agreement are code enforcement or nuisance abatement activities, civil matters, the payment of booking and cite and release fees, and Animal Control services. Animal Control services are a separate and distinct agreement not included in this Agreement.

3. AUTHORITY

- a) The authority for assignment, control and discipline of Gridley officers and employees and other matters incident to the performance of services by Gridley under this Agreement, and the control of Gridley personnel shall remain with Gridley.
- b) Biggs shall designate the Gridley Chief of Police as its Chief of Police in order to satisfy the provisions of Part 1, Division 3, Title 4 of the California Government Code (sections 36501, et seq.), said Chief to function and operate in conformity with the terms of this Agreement. (Attachment F).

4. WORKERS' COMPENSATION LIABILITY

- a) Biggs shall not be liable for payment of salaries, wages or other forms of compensation to any Gridley personnel performing services hereunder, including personnel performing indirect services hereunder, such as police management personnel, patrol supervisors, background investigators, police communications personnel and police

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
CITY OF GRIDLEY & CITY OF BIGGS**

clerical personnel. It is understood and agreed that for such purposes all such Gridley personnel performing either direct or indirect services to Biggs hereunder shall be deemed employees of Gridley while acting in or for Biggs pursuant to this Agreement. Gridley shall maintain Workers' Compensation Insurance covering all Gridley personnel performing services under this Agreement.

5. MUNICIPAL AGENCY IMMUNITIES

For the sole purpose of giving official status to their actions while performing municipal functions within the scope of this Agreement, every Gridley officer, employee or agent engaged in performing General Law Enforcement Services to Biggs shall be considered an employee of the City of Biggs. This provision shall be implemented by Biggs Ordinance. In this regard, Gridley, its officers, employees and agents engaged in performing any services or functions as described in this Agreement shall have the immunities that they would enjoy were they actual officers, employees and agents of Biggs provided the services are within the scope of this Agreement.

This Agreement shall not be construed as, or deemed to be an agreement for, the benefit of any third party or parties, nor shall any third party have any right or action hereunder for any cause whatsoever.

6. INDEMNIFICATION FOR WORKERS' COMPENSATION CLAIMS; PROOF OF LIABILITY INSURANCE COVERAGE

Gridley will provide Biggs with verification of Gridley's Worker's Compensation Coverage and Liability Insurance Coverage with regard to activities undertaken pursuant to this Agreement. In addition, Gridley will indemnify Biggs for any claim made upon it by a Gridley Police Department officer, agent or employee for injury or sickness.

7. INDEMNITY OBLIGATIONS

Gridley shall indemnify and hold harmless Biggs, its officers, agents, employees and independent contractors from any claim or liability whatsoever, based or asserted upon any act or omission of Gridley, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death, or any other element of damage or any kind or nature occurring in the performance of this Agreement. Gridley shall defend at its own expense and costs, including attorneys' fees, Biggs, its officers, agents, employees, subcontractors and independent contractors in any legal and/or administrative action of any kind based upon such alleged acts or omissions. The duty of Gridley to indemnify and save harmless as set forth in this paragraph shall include the duty to defend. All persons employed by Gridley in providing general law enforcement services to Biggs

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
CITY OF GRIDLEY & CITY OF BIGGS**

shall be Gridley employees. The indemnity hereunder extends to all costs, attorneys' fees and expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof, as well as the defense of any action or proceeding brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

Biggs shall indemnify and hold harmless Gridley, its officers, agents, employees, subcontractors and independent contractors from any claim or liability whatsoever based upon or asserted upon any act or omission of Biggs, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury or death or any other element of damage of any kind or nature occurring in the performance of this Agreement, including claims arising from enforcement of Biggs' Ordinances. Biggs shall indemnify and hold harmless Gridley, its officers, agents, employees, subcontractors and independent contractors from any claim or liability whatsoever based or asserted upon any act or omission of Biggs, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury or death, or any other element of damage of any kind or nature occurring beyond the performance of the Agreement where such claim or liability bears a reasonable nexus to Gridley's performance of its obligations under this Agreement. By way of example, and not limiting the indemnity obligations of Biggs, if a dangerous condition of public property (such as an open excavation pit) caused a claim (for example if a criminal suspect was running from a Gridley police officer fell in the pit), Biggs would owe indemnity and a duty of defense to Gridley in such case. By way of further example, if a Biggs public works employee drove a vehicle so as to collide with a person who was at the side of the road because such person was stopped by a Gridley police officer incident to a traffic violation, Biggs would owe indemnity and a duty of defense to Gridley on account of such claim. The above examples are intended to make clear that the dangerous condition, act or omission of Biggs may have nothing to do with Gridley's performance or providing of policing services under this Agreement yet such dangerous conditions still fall within the scope of Biggs' indemnity and defense obligations to Gridley because such dangerous condition, act or omission bears a nexus to the performance of policing services under this agreement. Biggs shall defend at its own expense, including attorneys' fees and costs, Gridley, its officers, agents, employees, subcontractors and independent contractors in any legal and/or administrative action of any kind based upon such alleged acts or omissions. The duty of Biggs to indemnify and save harmless as set forth in this Paragraph shall include the duty to defend. The indemnification hereunder extends to all costs, attorneys' fees and expenses incurred in obtaining expert testimony and in the retention, transportation and attendance of such expert witnesses as well as expenses related to lay or percipient witnesses, as well as any liability incurred or arising out of any such claim, the investigation thereof, as well as the defense of any action or proceeding brought thereupon as well as from any order, judgments, verdicts, decrees or settlements which may be reached or entered thereon.

The indemnity and hold harmless provisions contained herein are binding upon the parties hereto without regard to whether any insurance coverage or the insurance policy is available for the acts

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
CITY OF GRIDLEY & CITY OF BIGGS**

and/or condition for which the indemnity has provided pursuant to this paragraph. The indemnity and hold harmless provisions contained herein shall survive the termination of this Agreement and shall continue after such termination for any liability arising out of or as a consequence of this Agreement or the performance of any services under this Agreement. Gridley shall provide evidence of liability coverage to Biggs and Biggs shall provide evidence of liability coverage to Gridley related to this Agreement.

8. ANNUAL BASE RATE PAYMENT & METHODOLOGY FOR BASE RATE CALCULATION

- a) Definition of Terms:
 - i. A “Fiscal Year”, for the purposes of this Agreement, is the period beginning on July 1st and ending on June 30th.
 - ii. A “Calendar Year”, for the purposes of this Agreement, is the period beginning on January 1st and ending on December 31st.
 - iii. An “Incident”, for the purposes of this Agreement are police responses originating from telephone calls to the Dispatch Center, walk-ins at the Police lobby, Police Officer self-initiated activity and email or social media communications requiring a police response.
 - iv. The “Annual Base Rate”, for the purposes of this Agreement, is the monetary compensation the City of Biggs agrees to pay the City of Gridley annually for law enforcement services per this Agreement.
 - v. The “Law Enforcement Services Costs” for the purposes of this Agreement are all of the necessary and reasonable costs for the City of Gridley’s police department and personnel to deliver law enforcement services to the City of Biggs as agreed upon in Section 2 – Service Provisions of this Agreement. The fiscal components of the Law Enforcement Services Costs are provided in Section 8. c) - Base Rate Methodology and Calculation of this Agreement.
- b) Annual Base Rate Annual Payment Amount. For the services outlined in Section 2 - Service Provisions above, beginning July 1, 2017, and as adjusted annually pursuant to the provisions of Section 8 j) & k), below, Biggs agrees to pay Gridley the annual base rate of FIVE HUNDRED AND SEVEN THOUSAND FOUR HUNDRED AND FIFTY-TWO DOLLARS (\$507,452.00) (“Base Rate”).
- c) Base Rate Methodology and Calculation.
 - i. Biggs shall pay a proportionate share of the anticipated (budgeted) Police Law Enforcement Service Costs appropriation of Gridley based on the ratio of Biggs Incidents (Calls for Service) to the total Incidents (Calls for Service) of Biggs and Gridley. Incidents (Calls for Service) statistics shall be determined from the Gridley-Biggs Police Department RIMS CAD database. The statistical data for Incidents (Calls for Service) shall be provided to the Biggs City Administrator in advance of this Agreement. (Attachment G – Calendar Year 2016 Patrol Statistics).

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
CITY OF GRIDLEY & CITY OF BIGGS**

- ii. For the purposes of the initial year of this Agreement for the Fiscal Year 2017/2018, the methodology for the calculation of the base rate shall use the full Calendar Year 2016 Incidents. Illustratively for the fiscal year ending June 30, 2016, the January 1 - December 31, 2016 calendar year or the "Calendar Year 2016".
- iii. The Total Incidents for Biggs for the Calendar Year 2016 will be used as the numerator in the calculation of the "Base Rate". The combined Total Incidents from Gridley and Biggs for the Calendar Year 2016 will be used as the denominator in the calculation of the "Base Rate".
- iv. The aforementioned ratio will be multiplied by the total "Law Enforcement Service Costs". "Law Enforcement Services Cost" are the Gridley Adopted Budget for the Fiscal Year 2017/2018. (Attachments H & I).
- v. Illustratively:

$$\frac{\text{' Biggs Incidents '}}{\text{Total Combined Incidents}} \times \text{Law Enforcement Services Cost} = \text{Base Rate}$$

- vi. The components of the Law Enforcement Services Cost include the following funds from the City of Gridley adopted 2017/2018 budget:

Fund # Description

#4107 Police Department Maintenance

#4200 Police Department – General

#4207 BINTF (Butte County Interagency Narcotics Taskforce

#4440 Vehicle Maintenance Fund

#672 COPS (Citizens Option for Public Safety)

COPS funds are deposited in the Supplemental Law Enforcement Services Account with Butte County. In FY 2000-01 the law was amended to provide a minimum frontline law enforcement allocation of \$100,000 to any local law enforcement agency receiving funding under the program.

Attachment H				
Law Enforcement Services Cost (LESC)		Budgeted		
Fund Name	Fund #	2017/2018		
Police Dept. Maintenance	#4107	\$ 7,040.00		
Police Dept. General	#4200	\$ 2,818,516.68		
BINTF	#4207	\$ 167,070.92		
COPS Grant (SLESF)	#672	\$ 10,000.00		
Vehicle Maintenance	#440	\$ 20,091.60		
C.I.P. - Police Vehicle	G/F	\$ 51,000.00		
Total All Funds - LESC		\$ 3,073,719.20		

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
CITY OF GRIDLEY & CITY OF BIGGS**

- d) As of December 31, 2016, the Gridley-Biggs Law Enforcement Statistics for Service data for the 2016 Calendar Year is as follows:

- e) Attachment J

Category	Jan. to Dec. 31, 2016 Gridley	Jan. to Dec. 31, 2016 Biggs	Jan. to Dec. 31, 2016 Other	Jan. to Dec. 31, 2016 Totals	2016 Check (Memo)	Gridley Totals	Biggs Totals	Combined Years Totals	Gridley % Totals	Biggs % Totals	Combined % Totals	Total Adopted Budget for 2016/2017	Calculated Gridley Share	Calculated Biggs Share	Biggs Total Payments for FY 15/16	Category
Total Incidents	13,447	2,659	371	16,477	16,477	13,447	2,659	16,106	83.49%	16.51%	100.00%	\$ 3,073,719.20	\$2,566,267	\$507,452	\$460,224	Total Incidents
<i>"Police Incidents" are those Police responses originating from telephone calls to the Dispatch Center, walk-ins at the Police lobby, Police Officer self-initiated activity and email or social media communications.</i>																

- f)
- g) The Base Rate includes an overhead rate built into the annual base amount and includes, but is not limited to: supplies, materials, facilities and vehicle costs, as well as administrative time for the City Attorney, City Administrator's Office, and Finance Department as incorporated in the City of Gridley Adopted Budget of each fiscal year. Any additional City services furnished to Biggs in the event of an EOC activation disaster or emergency are not covered under this Agreement.
- h) COPS Grant Fund/Supplemental Law Enforcement Services Fund. In the event the City of Biggs is awarded monies from the COPS - Supplemental Law Enforcement Services Fund (SLESF) from the State of California, Biggs will earmark those funds to the payment of this Agreement. The minimum State SLESF grant amount allocation is \$100,000 per fiscal year. The SLESF funds will be managed by the City of Biggs and applied to this Agreement. The SLESF funds are included in the total Base Rate of this Agreement and are Sources for the City of Biggs to contract for services with the City of Gridley. Should SLESF funding not be awarded to Biggs, or if SLESF funding is eliminated from the State budget, Biggs will still be responsible for the entire Base Rate amount and accordingly will have to rely on alternative funding sources.
- i) Significant Crimes. In the event of a significant crime or crimes in Biggs which includes, but is not limited to, homicide, kidnapping, hostage event, serial assault/robbery and/or other high level critical incident, Gridley will track the incident time for these events. When it appears to the Chief of Police, in his/her sole discretion, that a significant crime or crimes will involve 320 hours or more of investigative hours in a year, the Chief of Police will so inform the Biggs City Administrator and discuss the necessary staffing levels. If the investigative hours required for a significant crime or crimes result in Gridley performing more than 640 hours of investigative work in a Year, Gridley shall provide Biggs with an accounting of the total investigative hours broken down between the significant crime or crimes and general investigations and Biggs agrees to pay for any additional investigative services over 320 hours for the significant crime or crimes in a year at the actual cost to Gridley to provide services.
- j) Gridley shall provide the Biggs City Administrator with a monthly statement for 1/12th of the Base Rate in the monthly amount of FORTY-TWO THOUSAND TWO HUNDRED EIGHTY-SEVEN AND SIXTY-SEVEN CENTS (\$42,287.67) and the same shall be due and payable on or before the fifteenth (15th) day of the month next succeeding the month during which any such statement is mailed or delivered. All such statements shall be delivered to Biggs as is specified in Section 10. b) - Miscellaneous of this Agreement.

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
CITY OF GRIDLEY & CITY OF BIGGS**

- k) The Base Rate set forth in Section 8. b) - Base Rate of this Agreement shall increase yearly on July 1st of each fiscal year three-point two percent (3.20%). This cost index calculation is for anticipated retirement and health benefit costs for each of the subsequent years after 2017/2018. See attachment K for the annual fiscal cost as calculated with the cost indexing. The newly calculated Base Rate will become the rate for the following fiscal year as adopted by the individual City Councils. A one-page Base Rate memorandum shall be adopted by each Council and added to this Agreement on an annual basis.
- l) Attachment K

	Attachment K		Annual	Annual	Annual	
	Law Enforcement Services Cost (LESC)		Cost	Cost	Cost	
	Fund Name	Fund #	2017/2018	2018/2019	2019/2020	
	PSA Annual Gross Payment	Per Agreement	\$ 507,452.00	\$ 523,690.00	\$ 540,448.00	
	Annual Index Percentage		N/A	3.20%	3.20%	

- m)
- n) In the event of a substantial change in personnel costs to the City of Gridley, including the reduction in police department workforce, such that the services provided to Biggs are affected, the parties may negotiate for amended terms to this Agreement.
- o) Emergency Operations Center (EOC). Pursuant to Section 2 - Service Provisions of this Agreement, Biggs is entitled to use the EOC for 240 hours within each Year of the contract. Use is defined based on any single occupancy of the facility, regardless of length of time, and subject to availability. Biggs is entitled to first priority to use the EOC second only to Gridley. In the event the need for the EOC is based on a disaster or an emergency that effects Gridley and Biggs, the parties agree to work cooperatively to share the EOC and the EOC infrastructure. Additional use of the EOC beyond the 240 hours will be billed to Biggs at a rate of \$125.00 per day, regardless of length of time and subject to availability.
- p) Crime laboratory fees, booking fees, and fees associated with the Butte County Automated Fingerprint System (Cal ID), charged by the County of Butte, or any other city, county or state agency, for incidents originally occurring in Biggs shall be paid by the City of Biggs, directly to the County of Butte or the applicable public agency and are not included in this Agreement.
- q) No other costs of any kind, including but not limited to capital projects, construction, equipment, or unforeseen personnel actions, will be added to the costs of the services unless specifically addressed by this Agreement.

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
CITY OF GRIDLEY & CITY OF BIGGS**

- r) Any and all property acquired by Gridley under and pursuant to this Agreement shall be and at all times remain the property and responsibility of Gridley without any division or distribution thereof upon termination of this Agreement, except as otherwise agreed upon in writing. Property acquired by Biggs shall remain the property and responsibility of Biggs, except as Biggs cedes such property to Gridley for the performance of services under this Agreement.
- s) The consideration provided to be paid to Gridley will not result in any surplus money and no monies shall be subject to refund to Biggs at any time during or after termination of this Agreement, unless there is an overpayment.

9. TERM

This Agreement shall be effective September 1, 2017 through June 30, 2020, subject to the following cancellation provision:

- a) The City of Gridley commits to providing law enforcement services pursuant to this Agreement for at least the three-year period July 1, 2017 to June 30, 2020. Thereafter, from July 1, 2020 either party to this agreement may elect to terminate this Agreement without cause and thereby cancel all further obligations under this Agreement provided however that the canceling party shall provide to the other party at least six (6) months prior written notice in advance of the effective date of cancellation.
- b) This Agreement may also be canceled or amended as of any date by written mutual agreement of both parties.

10. MISCELLANEOUS

- a) No person is intended to or shall be a third-party beneficiary to this Agreement.
- b) Any Notices required by this Agreement shall be mailed or delivered to the City of Gridley at 685 Kentucky Street, Gridley, California 95948, Attention: City Administrator with copy to the Gridley City Attorney and to the City of Biggs 465 C Street, Biggs, California, 95917, Attention: City Administrator with copy to the Biggs City Attorney. Either party's address may be modified by such party by giving written notice of such modification to the other party calling specific attention to this Agreement.
- c) If any provision of this Agreement shall be held by a Court of the State of California or of the United States of America to be invalid or not in conformity with applicable law, such provision shall be severable and such invalidity shall not impair the validity or enforceability of any other provision of this Agreement.
- d) The waiver of either party of any breach of this Agreement by the other party or of any term, covenant or conditions, whether precedent or subsequent, contained within this Agreement shall not constitute a waiver of any such breach, term, covenant or condition nor constitute a waiver of any legal right or legal defense resulting therefrom. No waiver by either party of any singular or specific right, privilege, condition, covenant,

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
CITY OF GRIDLEY & CITY OF BIGGS**

expectation of performance or legal defense under this Agreement or existing as a matter of law shall be construed as a continuing or permanent waiver.

- e) In the event of any dispute or legal proceeding or legal action arising out of or related to the enforcement of this Agreement, the prevailing party in such legal action or proceeding shall be entitled to an award of reasonable attorney's fees and other costs incurred in such action or proceeding, including, but not limited to, expert witness and consultant's fees, in addition to any other relief awarded by the Court, tribunal, arbitrator or trier of fact to whom the matter is submitted as the case may.

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
CITY OF GRIDLEY & CITY OF BIGGS**

IN WITNESS, WHEREOF, THE CITY OF GRIDLEY and THE CITY OF BIGGS by separate resolutions, duly adopted by their respective City Council, have caused this Agreement to be signed by the Mayors and attested by their City Clerks on the day, month and year set forth below.

CITY OF BIGGS

By:

Angela Thompson, Mayor

Date

Attest:

Roben Dewsnup, City Clerk

Date

Approved as to form:

Greg Einhorn, Attorney

Date

CITY OF GRIDLEY

By:

Frank Hall, Mayor

Date

Attest:

Paul Eckert, City Clerk

Date

Approved as to form:

Anthony Galyean, Attorney

Date

City Council Agenda Item #8

Staff Report

Date: August 21, 2017
To: City Council
From: Donna Decker, Planning Department

X	Regular
	Special
	Closed
	Emergency

Subject: **Reconsideration of the use of shipping containers in the R-1 zone**

Recommendation

City staff respectfully recommends the City Council of the City of Gridley provide direction to staff.

Discussion

On July 10, 2017 staff responded to a request from Mr. Greg Brown who requested the placement of a shipping container on his property located at 245 Hazel Street; one of the homes representative of the "Silk Stocking Row" of houses. He requested the placement of the container at the rear of his home. Exhibit A provides a visual of what it would look like in the rear yard area. From the front it would be substantially screened; however, there are two issues why he was denied the request:

1. The code was recently amended to allow shipping containers only in the RS. C-1, and C-1 zones with a conditional use permit or, in the M-1 and M-2 zones; an,
2. Accessory structure are not allowed on a lot without a residence constructed.

Mr. Brown's property is actually two lots with no structures on the corner lot; hence, the accessory structure would not be allowed. He could not construct a standard accessory structure unless he merged the lots together, which he does not want to do. He wishes to store hunting gear, atv's, etc when he is in the area; he does not live at this address.

Mr. Brown indicated that these standards were discriminatory and that it was unfair to disallow a container on his property even if it is a separate lot. He has requested the City Council revisit the issue and amend the code to allow shipping containers in all zones without need for review.

The City Council adopted the amended code on November 21, 2016 and reviewed the proposed amendments during three previous meetings discussing the proposed language and limitations. Staff believes the code is appropriate and that containers should not be allowed in the R-1 district. Allowing containers would create general visual blight, would perpetrate other issues such as the use of them as habitable spaces, and would generally create visual impacts in any neighborhood. The City currently has limited code enforcement for dedicated time to "police" the placement, use, and condition of containers in single family districts; however, if the City Council would like to amend the language in the current code, staff would recommend removing all locational criteria; if containers are allowed in the single family district, it would then be appropriate to have them located in commercial districts as well.

Attachments

1. Amended Code 820-2016
2. Letter to Greg Brown, dated July 10, 2017
3. View of container at 245 Hazel Street

**ORDINANCE AMENDING CHAPTER 17.40, ACCESSORY BUILDINGS OF
TITLE 17, ZONING, OF THE GRIDLEY MUNICIPAL CODE RELATING TO THE
TYPE AND LOCATION OF ACCESSORY STRUCTURES (Citywide)**

WHEREAS, the City of Gridley received a California Sustainable Communities Planning Grant from the State of California, Department of Conservation/Division of Land Resource Protection to help the City bring its Municipal Code into compliance with the 2030 General Plan; and,

WHEREAS, the 2030 General Plan emphasizes opportunity to support the communities vision for a safe, clean, healthy and well-maintained community; and,

WHEREAS, Title 17, Zoning, Chapter 17.40,"Accessory Buildings" was found to need text amendments reflecting the 2030 General Plan;

WHEREAS, the City Council reviewed the proposed amendments and adopted ordinance by title only and waived the first reading;

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

SECTION 1: Rescind portions of Ordinance 491 adopted May 19, 1986 related to the Title 17, Chapter 17.40, "Accessory Buildings"; and replace it with the following:

SECTION 2: Ordinance 820-2016 amending Chapter 17.40, "Accessory Buildings", of Title 17 "Zoning" of the Gridley Municipal Code is amended as follows:

Chapter 17.40 Accessory Structures

- 17.40.010 Intent
- 17.40.020 Applicability
- 17.40.030 Severability
- 17.40.040 Definitions
- 17.40.050 Connections to main building
- 17.40.060 Location in yard setbacks
- 17.40.070 Locations
- 17.40.080 Occupancy
- 17.40.090 Use and maintenance standards and requirements
- 17.40.100 Notification requirements for metal shipping containers
- 17.40.110 Removal of metal shipping containers

17.40.010 Intent

The following provisions to control the construction and use of accessory structures on residential, commercial and industrially zoned properties within the City for the preservation and protection of the aesthetic appearance of the community, property values, and the public health, safety and general welfare.

17.40.020 Applicability

In order to keep the City of Gridley clean, safe, and ensure a healthy environment, the provisions of this chapter shall apply to all property and structures within the city, including nonresidential lands and vacant lots. Where there is a conflict between a general requirement and a specific

requirement, the specific requirement shall govern. Where differences occur between this code and other standards, the provisions of the most restrictive shall govern. Repairs, additions or alterations to a structure, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the currently adopted California codes for all trades as well as zoning code requirements.

17.40.030 Severability

If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

17.40.040 Definitions

ACCESSORY STRUCTURE means a structure, metal/other container of any size, or building on the same lot and serving a purpose commonly incidental to the principal use, structure, or building.

DETACHED ACCESSORY STRUCTURE The accessory structure has no wall or portion thereof in common with the primary structure.

ATTACHED ACCESSORY STRUCTURE The accessory building has a wall or portion thereof in common with the primary structure.

METAL/OTHER CONTAINER means any container originally constructed to transport or store large quantities of goods by ship, rail, or truck not exceeding the dimensions of up to 8' x 8' x 40'.

17.40.050 Connection to main building.

Private garages, carports and other accessory buildings may be attached to and have a common wall with the main building or, when located as required by this title, may be connected by a breezeway.

17.40.060 Location in yard setbacks.

No accessory building shall be erected in any required yard setback except it may be located five feet from the rear property line within the rear yard setback area.

17.40.070 Location

No detached accessory building shall be erected within six feet of any other building with the exception of metal shipping/other containers as noted in "C" below.

Metal shipping containers may not be located in any zoning district except R-S, C-1, and C-2 with a conditional use permit in accordance with Chapter 17.54. The location of containers within these districts is further restricted:

- A. Containers shall not be located equal to or in front of the leading edge of the home or business closest to the street frontage;
- B. Container may not be placed within the driveway or parking area next to or in front of structures;

- C. Containers shall not be closer than 20 feet from any wall of a structure on the site.
- D. Containers shall not be placed in a location causing disruption to drainage, swales, or other public work improvements.

Metal shipping containers are allowed by right and do not require a conditional use permit in zoning districts M-1 and M-2. Sections 17.40.090 (A), (B) (C2) and (C3) shall be complied with in the M-1 and M-2 zoning districts.

17.40.080 Occupancy

Accessory structures whether attached or detached may not be used for habitable space/living quarters.

17.40.090 Use and Maintenance Standards and Requirements

- A. An accessory structure may not be allowed as the principle use in any allowed zone. No accessory structure shall be allowed to be placed on a vacant site without the primary use first established.
- B. All accessory structures of any size shall be maintained and in good condition, free of obvious deterioration, all exterior surfaces areas painted, doors and windows operable and structurally intact. Repairs shall be made and the integrity of the unit/structure shall be maintained.
- C. Metal Containers shall adhere to the following requirements:
 - 1. Metal containers where allowed shall be screened from view from any public right-of-way or easement. Any unit located closer than 100 feet from a residential use shall be screened from view. Screening shall consist of the use of materials such as fencing or dense landscaping.
 - 2. Metal container may not be used as animal habitation in any form.
 - 3. Metal containers shall not be connected to any utilities.
 - 4. Metal containers shall be painted the same color as the primary structure. Should the unit be defaced with graffiti, it shall be repainted the same color of the unit, or, the entire unit shall be repainted to be a uniform color. No paint patching will be allowed.
- D. Temporary use of metal containers:
 - 1. The City Administrator for the City of Gridley or his or her designee may issue a temporary conditional use permit to maintain a metal storage container provided such container is utilized for the storage of construction materials and uses incidental to construction and further provided that such structure is actually used for the storage of construction materials to be utilized on the site where the structure is located. If the location proposed is within the City right-of-way or easements, the applicant shall obtain an encroachment permit.

2. A temporary use permit may be issued for an original term not to exceed one year (and for a single extension not to exceed six months) only if all of the following criteria are met:
 - a. The storage container/structure is located on the site where construction is to occur, pursuant to a current and validly issued building permit.
 - b. At the time of application for a permit, the construction site consists of unimproved property (for purposes of this Section "unimproved" shall refer to property not then improved with buildings or other structures) or previously improved property proposed for redevelopment.
 - c. The applicant provides all requested information on forms as might be prescribed by the City of Gridley Fire Chief to demonstrate that the requirements for issuance of a permit have been met.
 - d. The applicant agrees, as a condition of issuance of the permit, to remove the storage container/structure at the earlier of the time the permit expires or construction is complete.
 - e. An applicant may apply for a temporary conditional use permit for property that has been improved with buildings or other structures to store construction materials for additions or remodel of the existing principal and/or accessory structures. The temporary use permit may be initially granted for a period of 6 months and allow 1 extension for 6 months.
 - f. For any particular parcel of improved property for which a temporary conditional use permit has been issued, no further permit applications or issuances shall occur for a period of 1 year after issuance of the original permit (by way of example, if a permit is issued pursuant to this Section allowing a storage container on improved property for the storage of construction materials, application may not be made for a new permit, nor shall an additional permit be issued until 1 year have elapsed following the issuance of the original permit. This requirement is intended to limit applications for permits under this Section with respect to improved property and to require applicants to organize their construction projects such that, to the extent storage containers are deemed necessary during construction, such projects occur simultaneously and are not spread out over an extended period of time).

17.40.100 Notification requirements for metal shipping containers

- A. No later than six months from the effective date of this chapter the legal property owner, or the person/s in control of such property, shall submit in writing, to the City, the property's Assessor Parcel Number (APN), the property's legal owner, a "property diagram" illustrating the distances between a container and primary structures, from property lines and conformity to all setback requirements along with definition of successful visual barrier efforts. Any person(s) in control of such property, who is not the property owner, shall notify the legal property owner/s that the requirements of this section and that they must be met.
- B. Failure on the part of the property owner, or the person/s in control of such property, to notify the City within the time frame set forth herein may result in code enforcement action.

- C. Should a container exist on property that is not allowed as described herein, the container(s) shall be removed from the property within six (6) months from the effective date of this chapter.

17.40.110 Removal of metal shipping containers.


- A. All metal shipping containers shall be removed from all property prior to or upon the sale or transfer of residential property if located in zoning districts containers are not allowed in. Failure of the property owner, or individual in control of a property, to remove all containers from a residentially designated property in conformance to this chapter shall be in violation of the Gridley Municipal Code.
- B. It is the responsibility of the residential property owner, that prior to or upon the sale, transfer, or any change in ownership of residential property where a container(s) are located to remove all metal shipping containers from that residential property. Metal shipping containers not removed in accordance with the provisions of this section at the time of sale or transfer shall be, by the authority of this chapter, in violation of this chapter and be subject to removal at a date determined by the City. If the City is required to remove containers, the City will attempt to recover any costs thereof pursuant to the Gridley Municipal Code.

I HEREBY CERTIFY that the foregoing text amendments to Title 17 were approved and adopted at a regular meeting of the City Council of the City of Gridley, California, held on the 21st day of November, 2016, by the following vote:

AYES:	COUNCIL MEMBERS	<i>Stiles, Hall, Draper, Borges, Johnson</i>
NOES:	COUNCIL MEMBERS	<i>none</i>
ABSENT:	COUNCIL MEMBERS	<i>none</i>
ABSTAIN:	COUNCIL MEMBERS	<i>none</i>

ATTEST:

APPROVE:

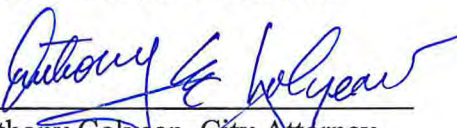


 Paul Eckert, City Clerk



 Frank Hall, Mayor

APPROVED AS TO FORM:



 Anthony Galyean, City Attorney



City of
Gridley

685 Kentucky Street

Gridley, CA 95948

July 10, 2017

Mr. Greg Brown
275 Hazel Street
Gridley, CA 95948

Re: Use of shipping containers in the
R-1 Single Family District

Dear Greg:

I am in receipt of your note dated July 7, 2017 related to the placement and use of shipping containers at your property. Previous to this letter you had requested the City allow you to place a container on your property to use for storage as an accessory unit. At that time I denied the request based upon the code amendment that was adopted November 21, 2016 by the City Council. No additional revisions to the code have taken place.

I am enclosing the ordinance defining the use of shipping containers. Please refer to the highlighted sections:

- 17.40.040 Location
 - This section defines what zones a container can be placed. Shipping containers are only allowed with a conditional use permit in the Residential Suburban (R-S), in the Limited Commercial (C-1) and the General Commercial (C-2) zones. They are allowed by right in the M-1 to M-3 zoning districts which are industrial zoning districts.
- Your property is zoned R-1, Single Family Residential District and containers are not allowed.
- 17.40.110 Removal
 - If you currently have a container placed at your property it must be immediately removed.

Please call me at (530) 763-4390 should you have any questions or wish to discuss your project.

Sincerely,

Donna Decker
Planning Manager
Planning Department

Enclosure

**ORDINANCE AMENDING CHAPTER 17.40, ACCESSORY BUILDINGS OF
TITLE 17, ZONING, OF THE GRIDLEY MUNICIPAL CODE RELATING TO THE
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17.40.110 Removal of metal shipping containers.

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- B. It is the responsibility of the residential property owner, that prior to or upon the sale, transfer, or any change in ownership of residential property where a container(s) are located to remove all metal shipping containers from that residential property. Metal shipping containers not removed in accordance with the provisions of this section at the time of sale or transfer shall be, by the authority of this chapter, in violation of this chapter and be subject to removal at a date determined by the City. If the City is required to remove containers, the City will attempt to recover any costs thereof pursuant to the Gridley Municipal Code.


I HEREBY CERTIFY that the foregoing text amendments to Title 17 were approved and adopted at a regular meeting of the City Council of the City of Gridley, California, held on the 21st day of November, 2016, by the following vote:

AYES:	COUNCIL MEMBERS	Stiles, Hall, Draper, Borges, Johnson
NOES:	COUNCIL MEMBERS	none
ABSENT:	COUNCIL MEMBERS	none
ABSTAIN:	COUNCIL MEMBERS	none

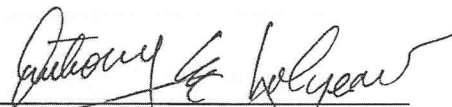
ATTEST:


 Paul Eckert, City Clerk

APPROVE:


 Frank Hall, Mayor

APPROVED AS TO FORM:


 Anthony Galysan, City Attorney



Successor Agency Agenda #9
Staff Report

Date: August 21, 2017
To: Successor Agency
From: Donna Decker, Planning Department
Subject: **Review of Tentative Map for the Industrial Park**

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully recommends the Successor Agency of the City of Gridley:

1. Direct staff to proceed with the proposed Tentative Subdivision Map to sell the remainder of the Industrial Park

Discussion

On December 31, 2015, the State of California Department of Finance approved the Long Range Property Management Plan (Plan). The Plan held approximately 30 acres for the future government use leaving the remainder to be mapped in order to be sold. In 2004, a Tentative Map was developed subdividing the City's well site and "Lot 2", a 3.61 acre parcel currently for sale. The remainder has yet to be subdivided.

The attached Exhibit A reflects the Master Plan for the Long Range Property Management Plan, Exhibit B is the proposed lot layout reflecting the Plan, and Exhibit C is the Phase 1 Parcel Map separating the two lots described above.

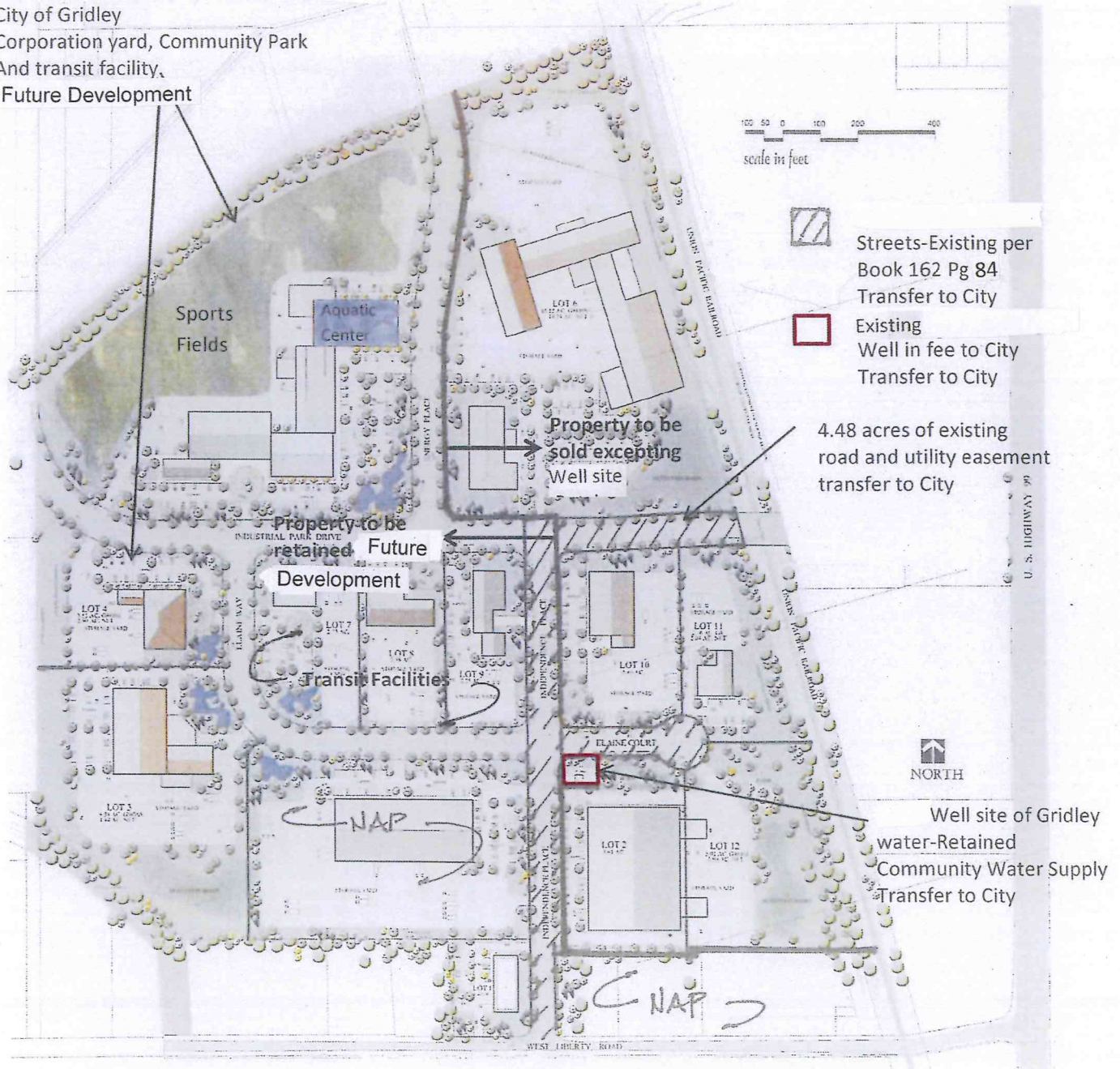
Fiscal Impact

No additional fiscal impact is anticipated other than staff costs to complete the mapping which are reimbursed through the approved ROPS.

Attachments

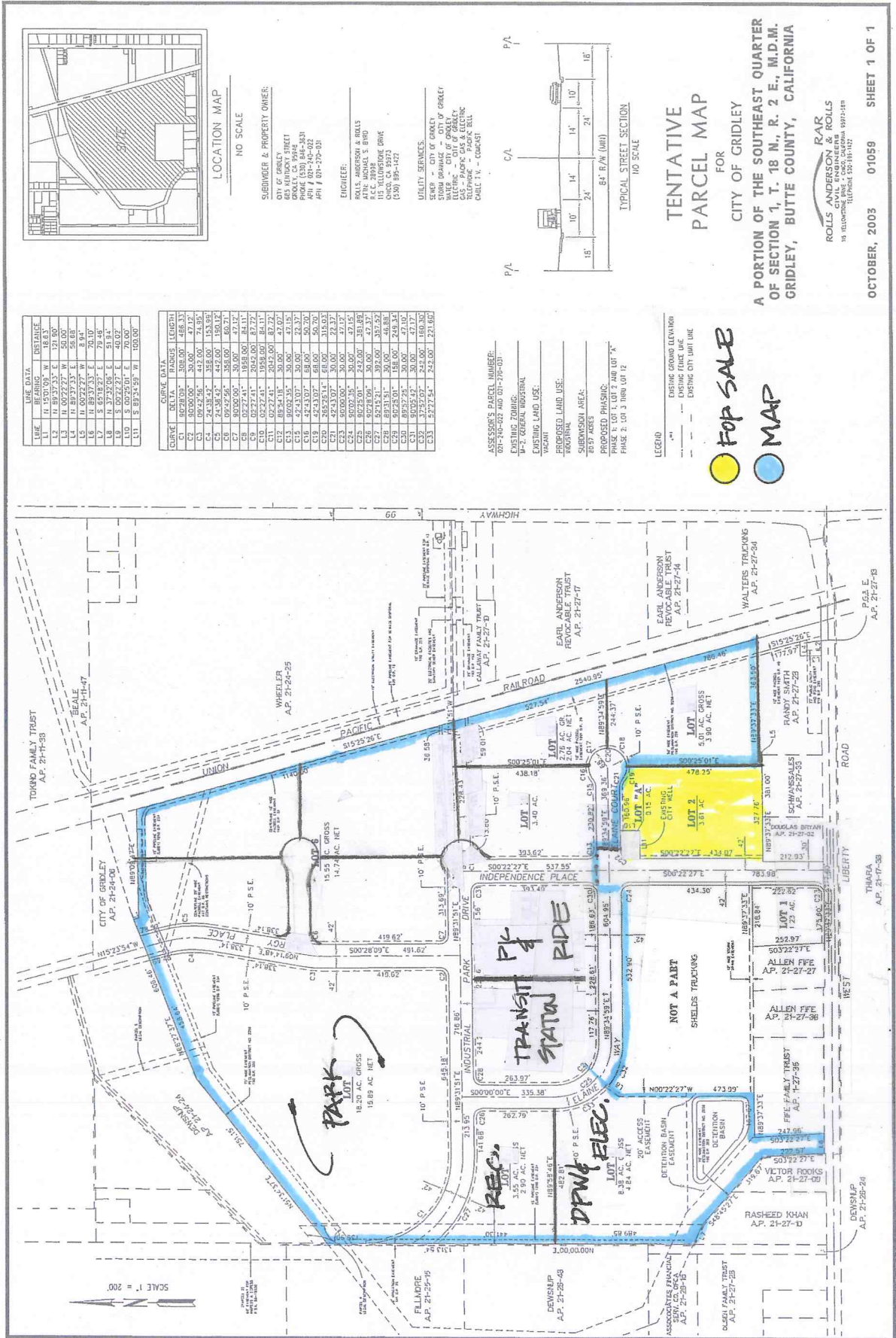
Exhibits A, B and C

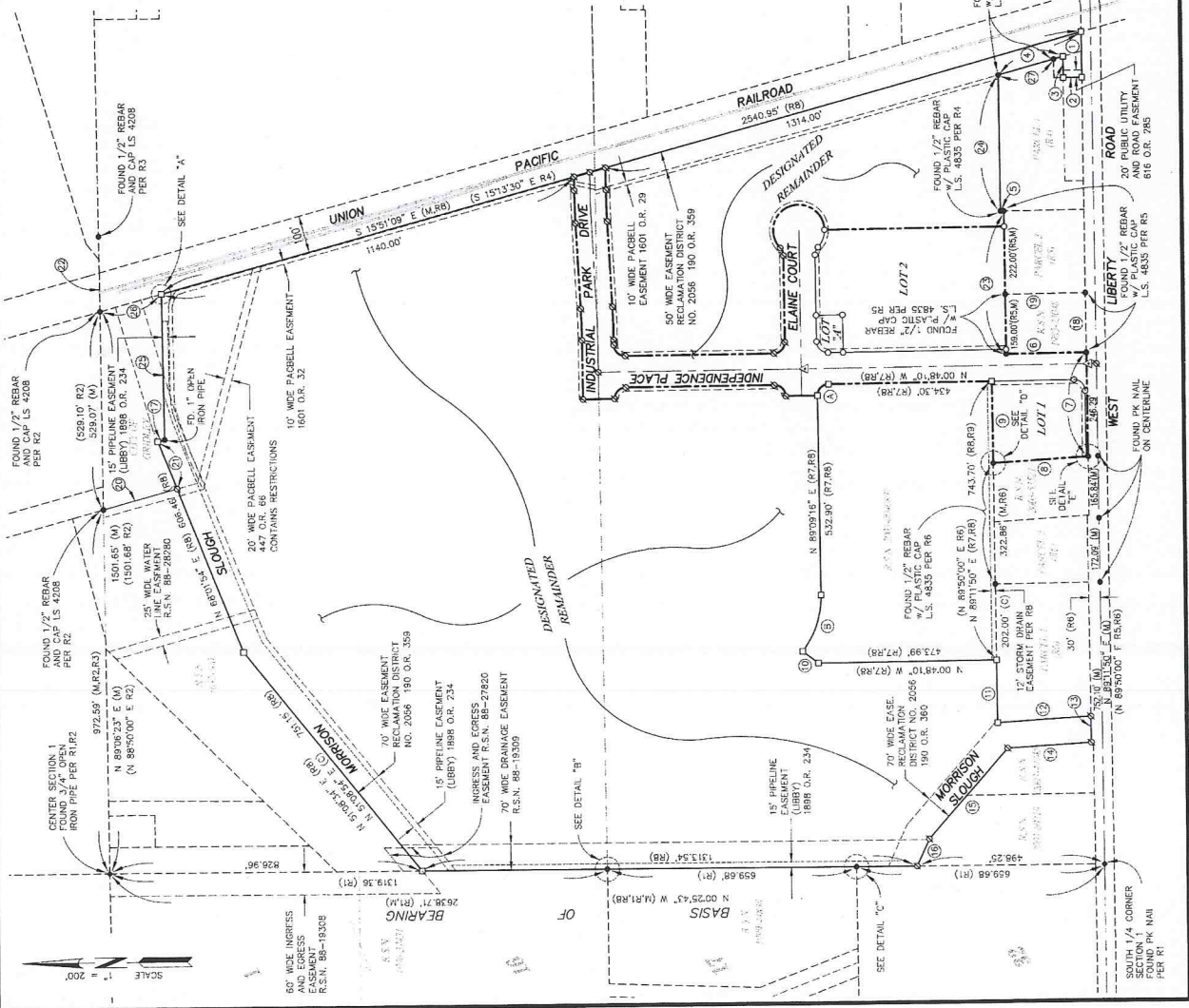
Item 4, Transfer to
City of Gridley
Corporation yard, Community Park
And transit facility,
Future Development



Concent Master Plan GRIDLEY INDUSTRIAL PARK

This plan represents the Redevelopment Agency Master Plan for the City conforming to the requirements of HSC §34191.5(a)(2) and (a)(2)(a)(ii) depicting properties listed in a community plan. This master plan is consistent with that requirement. The LRPMP notes that the City will execute compensation agreements with taxing entities subsequent to the approval process (HSC §34191.5(a)(2)(a)(iii)).





RECORD REFERENCES

- R1 RECORD REFERENCE PER PARCEL MAP FOR REDLAND FARMS RECORDED IN BOOK 93 OF MAPS, PAGE 72.
- R2 RECORD REFERENCE PER RECORD OF SURVEY FOR CALIFORNIA CANNERS AND GROWERS RECORDED IN BOOK 84 OF MAPS, PAGES 34 THROUGH 86.
- R3 RECORD REFERENCE PER RECORD OF SURVEY FOR RUTH CARR AND CHARLES WHEELER RECORDED IN BOOK 124 OF MAPS, PAGES 15 AND 16.
- R4 RECORD REFERENCE PER PARCEL MAP FOR BEATRICE DENSHIP RECORDED IN BOOK 94 OF MAPS, PAGE 52.
- R5 RECORD REFERENCE PER RECORD OF SURVEY FOR BEATRICE DENSHIP RECORDED IN BOOK 96 OF MAPS, PAGE 74.
- R6 RECORD REFERENCE PER GRANT DEED RECORDED UNDER RECORDER'S SERIAL NO. 2003-004897.
- R7 RECORD REFERENCE PER CERTIFICATE OF COMPLIANCE RECORDED UNDER RECORDER'S SERIAL NO. 2003-001493.
- R8 RECORD REFERENCE PER CERTIFICATE OF COMPLIANCE RECORDED UNDER RECORDER'S SERIAL NO. 2003-001493.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS AT THE SOUTH 1/4 CORNER AND THE CENTER OF SECTION 1 PER R1, TAKEN AS N 00°25'45\"/>

NOTE

THE EXACT ROUTE OR LOCATION OF THE EASEMENTS RECORDED IN BOOK 220 OF DEEDS, PAGE 372, BOOK 221 OF DEEDS, PAGE 372, AND BOOK 341 O.R. PAGE 25 ARE NOT DEFINED OF RECORD AND MAY OR MAY NOT AFFECT THIS PARCEL.

LINE DATA

BEARING		LENGTH
1	N 89°15'00" E (C)	121.90' (R8)
2	N 00°48'10" W (R)	49.83' (C)
3	N 89°11'30" E (C)	56.72' (R8)
4	N 89°50'00" E (R8)	178.15' (R)
5	N 00°48'10" W (M, R8)	8.94' (M, R8)
6	N 15°51'03" W (R)	9.60' (R)
7	N 00°48'10" W (M, R8)	212.53' (M)
8	N 00°10'00" W (R)	213.00' (R)
9	N 89°11'30" E (C)	277.60' (M)
10	N 03°48'10" W (M)	252.97' (M)
11	N 03'10'00" W (M)	252.96' (R)
12	N 89°15'00" W (R7, R8)	218.84'
13	N 37°06'23" E (R7, R8)	51.94' (R7, R8)
14	N 89°11'30" E (R8)	167.67' (R8)
15	N 89°11'30" E (R8)	247.96' (R8)
16	S 03°10'00" E (R8)	247.95' (R8)
17	S 89°11'30" W (R8)	70.10' (R8)
18	N 03°48'10" W (R8)	222.57' (R8)
19	N 89°11'30" W (R8)	319.67' (R8)
20	N 65°44'10" W (R8)	79.46' (R8)
21	S 15°59'57" E (C)	19.83' (C)
22	S 18°06' E (C)	17.25' (R)
23	N 89°50'00" E (R)	159.00' (M, R8)
24	N 00°48'10" W (R)	212.93' (M)
25	N 00°10'00" W (C)	213.00' (C)
26	S 15°49'37" E (R)	202.49' (C)
27	S 16'06" E (C)	202.50' (R7)
28	N 69°01'54" E (R8)	135.76' (C)
29	N 67°12" E (R7)	135.00' (R)
30	N 89°51'21" W (R)	200.00' (M, R3)
31	N 69°35'28" W (R)	381.00' (R5, R8)
32	S 89°11'30" W (M, R8)	363.50' (M, R8)
33	S 89°50'00" E (R8)	383.45' (R)
34	N 89°44'04" E (R8)	388.91' (R8)
35	N 03'48'10" W (R)	388.74' (R)
36	S 15°51'09" E (C)	168.04' (C)
37	S 15°10'00" E (C)	192.25' (M)
38	S 15°15'00" E (R4)	152.25' (R4)

CURVE DATA

	DELTA	RADIUS	LENGTH
(A)	90°02'34"	30.00'	47.15' (R7,M8)
(B)	37°57'07"	242.00'	160.30' (R7,R8)

LEGEND

- CALCULATED POINT, NO MONUMENT FOUND OR SET
- SET 5/8\"/>

IN THE EVENT THE TYPE OF MONUMENT SHOWN IN THE LEGEND CANNOT BE SET, A BRASS TAG MARKING, OR PACE 28988 SHALL BE SET AT THE TRUE POSITION CALLED FOR BY THIS MAP

PHASE 1 PARCEL MAP FOR CITY OF GRIDLEY A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, T. 17 N., R. 2 E., M.D.M. CITY OF GRIDLEY, BUTTE COUNTY, CALIFORNIA

RAR
ROLLS ANDERSON & ROLLS
CIVIL ENGINEERS
1000 UNIVERSITY AVENUE, SUITE 100
REDDING, CALIFORNIA 96001-5811

BOOK 162 PAGE 85

Successor Agency Agenda Item #10
Staff Report

Date: August 21, 2017

To: Successor Agency

From: Donna Decker, Planning Department

X	Regular
	Special
	Closed
	Emergency

Subject: **Adopt Resolution No. 2017-R-024:** A resolution of the City of Gridley Successor Agency to authorize the City Administrator to administrate the sale of the Industrial Park property by creating a list of qualified real estate professionals and to award contracts as required to expedite the divestment of the capital assets described within the Long Range Property Management Plan approved by the State of California Department of Finance.

Recommendation

City staff respectfully recommends the Successor Agency of the City of Gridley:

1. Adopt Resolution No. 2017-R-024.

Discussion

In September, 2016 the City retained a real estate professional to market and sell one of the parcels in the Industrial Park. No sale occurred and the contract sunset.

The sale of the property is a priority in that the State anticipates all revenue from former RDA assets be remitted to the County Auditor. The funds received from the sale of the Industrial Park property will be forwarded to the County Auditor-Controller who administers the former RDA Redevelopment Property Tax Trust Fund. Revenue deposited to this account are distributed to the former RDA debt obligation, used to process pass-through payments, pay certain administrative costs, and to distribute to other local agencies who served the former RDA; for example, California Community Colleges, Gridley Cemetery District, Butte County Office of Education, and Board of Supervisors.

Developing a list of qualified real estate professionals will help to expedite the process.

Fiscal Impact

No additional fiscal impact is anticipated.

Attachments

1. Resolution No. 2017-R-024

A RESOLUTION OF THE CITY OF GRIDLEY SUCCESSOR AGENCY TO AUTHORIZE THE CITY ADMINISTRATOR TO ADMINSTRATE THE SALE OF THE INDUSTRIAL PARK PROPERTY BY CREATING A LIST OF QUALIFIED REAL ESTATE PROFESSIONALS AND TO AWARD CONTRACT(S) AS REQUIRED TO EXPEDITE THE DIVESTMENT OF THE CAPITAL ASSETS DESCRIBED WITHIN THE LONG RANGE PROPERTY MANAGEMENT PLAN APPROVED BY THE STATE OF CALIFORNIA DEPARTMENT OF FINANCE

WHEREAS, the City of Gridley City Council elected to become the Successor Agency to the City of Gridley Redevelopment Agency pursuant to AB 1X 26 (the Redevelopment Dissolution Act), and pursuant to Health and Safety Code Section 34173(g), the Successor Agency is now a separate legal entity from the City; and,

WHEREAS, pursuant to the provisions of AB 1X 26 and AB 1484, the State Department of Finance has issued a Finding of Completion as of January 22, 2015 under Health & Safety Code Sections 34179.6 (d) (e) and 34183.5 and approved the submitted Long Range Management Plan as of December 31, 2015; and,

WHEREAS, the Long Range Management Plan directs the sale of property not held for future government use; and,

WHEREAS, a public notice was advertised and published in the Gridley Herald and letters sent to potential interested parties.

NOW, THEREFORE, BE IT RESOLVED:

1. The Successor Agency of the City of Gridley authorizes the City Administrator to act on behalf of the Successor Agency to administrate the sale of the lands within the Industrial Park identified in the approved Long Range Property Management Plan and to award such contract(s) as necessary.

I HEREBY CERTIFY that the foregoing resolution was introduced, passed, and adopted by the Successor Agency of the City of Gridley at a regular meeting held on the 21st day of August, 2017 by the following vote:

AYES: AGENCY MEMBERS

NOES: AGENCY MEMBERS

ABSTAIN: AGENCY MEMBERS

ABSENT: AGENCY MEMBERS

ATTEST:

APPROVE:

Paul Eckert, Successor Agency Clerk

Frank Hall, Successor Agency Chair