

Gridley City Council – Regular Meeting Agenda

Monday, May 19, 2025; 6:00 pm

Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

The Public is encouraged to attend and participate in person. Comments from the public on agenda items will be accepted until 4 pm on May 19th, 2024, via email to csantana@gridley.ca.us or via the payment/document drop box at Gridley City Hall and will be conveyed to the Council for consideration.

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

<https://us06web.zoom.us/j/85361470408?pwd=CLpk0mOWmko1j0J1kfTElohxpdkpyO.1>

Webinar ID: 853 6147 0408

Passcode: 219421

CALL TO ORDER - Mayor Farr

ROLL CALL

PLEDGE OF ALLEGIANCE – Councilmember Sanchez

PROCLAMATION – None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES

- Ryan Carlson, Interim Utility Director
- Jerry Cox, Interim Public Works Director

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

CONSENT AGENDA

1. City Council Minutes

City Council review and approval of City Council meeting minutes.

Recommended Action(s):

- a. Approve regular Council meeting minutes dated: April 21st and May 5th, 2025

- b. Approve special Council meeting minutes dated: May 5th and May 7th, 2025

2. Appointment of NCCSIF Risk Management Committee

Council to consider appointing Carmen Santana, Deputy City Clerk to serve on the NCCSIF Risk Management Committee along with Jodi Molinari, Human Resources Manager

Recommended Action(s):

- a. Approve Resolution 2025-R-009: a Resolution of the City Council of the City of Gridley Appointing Representatives for Northern California Cities Self Insurance Fund Risk Management Committee

3. Appointment of NCPA Representative and Alternate Representative

City Council to consider appointing Ryan Carlson and re-appointing Elisa Arteaga, Michael Farr as representatives to NCPA Committees and Catalina Sanchez as the Alternate Representative to NCPA Commission and other various NCPA Committees

Recommended Action(s):

- a. Approve Resolution 2025-R-010: A Resolution of the City Council of the City of Gridley Authorizing and Designating City Representatives to Vote the City's Interests in Governance Agreements Associated with City's Participation in Programs, Projects, and Services as a Member of the Northern California Power Agency

ITEMS FOR CONSIDERATION

4. SB1 Project List for FY 2025-26

Staff respectfully requests that the City Council adopt a resolution authorizing the City staff to submit the SB1 Project List to California Transportation Commission (CTC)

Recommended Action(s):

- a. Accept and approve Resolution 2025-R-011: Authorizing City staff to submit the SB1 project list to CTC
- b. Authorize City Administrator to include listed projects in the FY 25/26 CIP budget, the projects to be funded with SB1 – Road Maintenance and Rehabilitation Account revenues

5. Professional Services Agreement - Utility Design Services

City Council to consider selecting Utility Design Services, represented by AI Smatsky, to provide professional engineering services in support of the City's electric system planning and design for services to include Joint Pole Intent filings and O-Calc structural analyses

Recommended Action(s):

- a. Authorize the City Administrator to enter into a professional engineering services agreement with Utility Design Services

6. School Resource Officer Agreement

City Council to review and authorize the Gridley Police Department to continue with the School Resources Officer program between City of Gridley and Gridley Unified School District effective July 1, 2025, until June 30, 2027

Recommended Action(s):

- a. Approve the referenced School Resources Officer agreement and authorize Police Chief Farr to execute

COUNCIL COMMITTEE REPORTS - *Brief reports on conferences, seminars, and meetings attended by the Mayor and City Council members, if any.*

CITY ADMINISTRATOR REPORTS - *Brief updates and reports on conferences, seminars, and meetings attended by the City Administrator, if any.*

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

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

Travel Policy	6/2/2025
Energy Efficiency Contract Review	6/2/2025
Hazel Hotel – CHIP Homes	6/2/2025
Budget Review	6/2/2025
Single Audit Report	6/16/2025
GANN Limit Report	6/16/2025
Maintenance Assessments	6/16/2025
Banking RFP	6/16/2025
Budget Draft Review	6/16/2025

CLOSED SESSION – None

ADJOURNMENT – adjourning to a regular meeting on June 2, 2025

NOTE 1: POSTING OF AGENDA- This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., May 16th, 2025. This agenda along with all attachments is available for public viewing online at www.gridley.ca.us and at the Administration Counter in City Hall, 685 Kentucky Street, Gridley, CA.

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

Gridley City Council – Regular Meeting Minutes

Monday, April 21, 2025; 6:00 pm

Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

CALL TO ORDER

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

ROLL CALL

Present: Johnson, Roberts, Calderon, Sanchez, Farr

Absent: None

Arriving after roll call: None

Staff Present: Elisa Arteaga, City Administrator
Todd Farr, Police Chief
Anthony Galyean, City Attorney
Martin Pineda, Finance Director
Patricia Taverner, Assistant Finance Director
Ross Pippitt, Utility Director
Carmen Santana, Deputy City Clerk

PLEDGE OF ALLEGIANCE

Mayor Farr led the Pledge of Allegiance.

PROCLAMATION – None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES - None

COMMUNITY PARTICIPATION FORUM

The community participation forum was opened, and seeing as no one was available to speak, was closed.

CONSENT AGENDA

1. City Council Minutes

City Council review and approval of regular meeting minutes for the April 7, 2025

Recommended Action(s):

- a. Approve Council meeting minutes: April 7, 2025

ROLL CALL

Motion: Johnson

Second: Roberts

Action: to approve consent agenda as presented

Ayes: Roberts, Calderon, Farr, Sanchez, Johnson

Noes: None

Absent: None

Abstain: None

Motion passed, 5-0

ITEMS FOR CONSIDERATION

2. Managing Sidewalk Liability (Informational Presentation)

The City Council will receive a presentation from Marcus Beverly, NCCSIF Program Manager, Alliant Insurance Services, outlining key challenges, priorities, and proposed actions to address critical areas impacting the community

Recommended Action(s):

- a. Receive and review the “Managing Sidewalk Liability” presentation.
- b. Provide feedback and direction to staff on priorities and next steps.

Marcus Beverly, representing NCCSIF, delivered a PowerPoint presentation on managing sidewalk liability. He provided a high-level overview of sidewalk maintenance responsibilities, associated liabilities, and best practices for cities.

Beverly emphasized that the City is self-insured, meaning most small claims related to sidewalk incidents typically fall within the City's deductible. He clarified a common misconception, noting that the maintenance of trees located within the public right-of-way—as well as the condition of the sidewalk fronting private property—is generally the responsibility of the adjacent property owner.

To mitigate risk and improve safety, Beverly recommended the City implement a sidewalk inspection and maintenance program. This program should include a clear policy stating that property owners are responsible for regularly inspecting and maintaining the sidewalk areas in front of their homes to ensure they are safe for public use—or reporting unsafe conditions to the City, so appropriate measures can be taken and repairs coordinated in conjunction with the City.

Beverly also mentioned that NCCSIF works with a company called Precision Concrete, which can assist the City by assessing sidewalk conditions and providing a cost estimate for correcting identified problem areas.

City Administrator Elisa Arteaga informed the Council that, following additional meetings with NCCSIF, she will be bringing forward a proposed tree and sidewalk ordinance for Council consideration, along with an updated payment assistance program for residents.

After brief Council discussion, the information was accepted.

3. Letter of Support

City Council to consider a Letter of Support for Gridley Unified School District's Request to Purchase Property Adjacent to GUSD and Butte County Fairgrounds

Recommended Action(s):

- a. Approve a letter of support from the Gridley City Council to the Butte County Board of Supervisors in support of Gridley Unified School District's effort to purchase the parcel of land located between the GUSD campus and the Butte County Fairgrounds.

City Administrator Elisa Arteaga presented the staff report and requested Council direction regarding a proposed letter of support for Gridley Unified School District (GUSD) to purchase the vacant lot located between Gridley High School and the Butte County Fairgrounds. The proposed acquisition would allow GUSD to utilize the space for student parking, which is expected to improve campus accessibility and safety. Arteaga noted that a recent emergency response incident highlighted concerns about limited access to the high school. Had the incident occurred during a high-traffic time such as lunch, emergency personnel may have experienced significant delays. The purchase of the lot would enable GUSD to relocate student parking from the loop and create a designated emergency access lane.

Councilmember Sanchez expressed opposition to supporting the letter and read prepared comments addressed to Superintendent Justin Kern (copy of the comment has been filed with the original agenda materials-for the record).

Vice Mayor Johnson inquired whether the proposed purchase would include the swimming pool located on the property, and if GUSD intended to retain and continue operating the facility.

Matt Reed, President of the Butte County Fair Board, addressed the Council and voiced concerns about the potential acquisition. He requested that the Council withhold support for the letter until further discussions could take place between the County and the GUSD Board.

Following discussion, the Council collectively agreed to table the item until additional information is provided by Gridley Unified School District. No reportable action.

4. Award of Contract – Housing Element

City Council to consider authorizing the contract for planning services with PlaceWorks Inc. for the completion of the City's Housing Element

Recommended Action(s):

- a. Authorize the City Administrator to execute a contract with PlaceWorks Inc. in the amount of \$58,608 for professional planning services related to the preparation and completion of the City's Housing Element update.

Principal Planner Christopher Smith requested Council approval to award the contract for the Housing Element update to PlaceWorks, Inc. Smith explained that due to the complexity and regulatory requirements involved in updating the Housing Element, the project would be best managed in collaboration with a consultant team experienced in this specialized process. He noted that PlaceWorks, Inc. would work closely with City staff to ensure a comprehensive and compliant update.

ROLL CALL

Motion: Sanchez

Second: Calderon

Action: to approve award of contract with PlaceWorks, Inc. and authorize the City Administrator to sign the contracts.

Ayes: Roberts, Calderon, Farr, Sanchez, Johnson

Noes: None

Absent: None

Abstain: None

Motion passed, 5-0

COUNCIL COMMITTEE REPORTS

Councilmember Calderon reported on the upcoming Healthy Alternative to Fentanyl and Other Drugs information night scheduled for April 29th at City Hall.

Councilmember Roberts reported on his attendance at the Chamber of Commerce meeting.

Mayor Farr reported on his upcoming attendance at the NCPA meeting, set to take place in Washington D.C.

Vice Mayor Johnson reported on his attendance at the LAFCo and Sutter Buttes Vector and Mosquito Control meetings.

Councilmember Sanchez thanked staff for their support with the Earth Day celebration that took place on April 12th.

CITY ADMINISTRATOR REPORTS

Administrator Elisa Arteaga provided an update on several meetings she attended in recent weeks. These included meetings with GUSD, NCCSIF, NCPA, and Cal OES. Additionally, she met with City staff to discuss updates to the City's noise ordinance, improvements to development review processes, and a review of employee benefits. Arteaga also reported on preliminary discussions

regarding the potential reinstatement of police services for the City of Biggs, including preparation to respond to their RFP.

DEPARTMENT UPDATE REPORTS

Finance Director informed Council that he anticipates the City's Financial Statements to be presented at the next Council meeting.

Utility Director, Ross Pippitt, informed Council that the Stenzel property was now hooked up to City electricity.

Police Chief Todd Farr addressed the Council to clarify that the Police Department does not intend to change its approach to responding to mental health calls. He emphasized that each call would continue to be assessed individually. Chief Farr also responded to a comment regarding Fourth of July patrols, explaining that the holiday is typically a high-demand evening for the department, with multiple officers simultaneously responding to various calls for service.

Recreation Coordinator Amanda Kaelin provided a brief update on current activities and ongoing initiatives within the Recreation Department.

Principal Planner Christopher Smith provided an overview of current planning projects underway, highlighting key developments and initiatives being managed by the Planning Department.

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

Travel Policy	5/5/2025
Energy Efficiency Contract Review	5/5/2025
Hazel Hotel – CHIP Homes	5/5/2025

CLOSED SESSION

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

Council went into closed session at 7:20 pm and came out with no reportable action.

ADJOURNMENT

At 7:20 pm, with no further items to discuss, Mayor Farr adjourned to the regular meeting on May 5, 2025.

Approved:

Elisa Arteaga, City Clerk

DRAFT

Gridley City Council – Regular Meeting Minutes

Monday, May 5, 2025; 6:00 pm

Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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CALL TO ORDER

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

ROLL CALL

Present: Johnson, Roberts, Calderon, Sanchez, Farr

Absent: None

Arriving after roll call: None

Staff Present: Elisa Arteaga, City Administrator
Todd Farr, Police Chief
Anthony Galyean, City Attorney
Martin Pineda, Finance Director
Patricia Taverner, Assistant Finance Director
Chip Fowler, Fire Chief
Ross Pippitt, Utility Director
Dave Harden, City Engineer
Carmen Santana, Deputy City Clerk

PLEDGE OF ALLEGIANCE

Vice Mayor Johnson led the Pledge of Allegiance.

PROCLAMATION – None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES - None

COMMUNITY PARTICIPATION FORUM

Julian Ramirez, 1083 Sage St., addressed council to inform them of a business potentially operating without proper business licensing.

CONSENT AGENDA

1. City Council Minutes

City Council review and approval of special meeting minutes for the April 21, 2025

Recommended Action(s):

- a. Approve special Council meeting minutes: April 21, 2025

ROLL CALL

Motion: Sanchez

Second: Johnson

Action: to approve special meeting minutes dated April 21, 2025 with the amendment to reflect the date April 21, 2025 (correct date).

Ayes: Roberts, Calderon, Farr, Sanchez, Johnson

Noes: None

Absent: None

Abstain: None

Motion passed, 5-0

ITEMS FOR CONSIDERATION

2. Fiscal Year 2023/2024 Audit

The City Council to review and approve the FY 23/24 financial statements and independent auditors report.

Recommended Action(s):

- a. Accept and approve the FY 23/24 Financial Statements.
- b. Accept and approve the FY 23/24 independent auditors report.

Finance Director Martin Pineda introduced the City's independent auditor, Sheldon Chavan of Chavan and Associates LLP, who provided a verbal overview of the FY 2023-24 audit reports. Mr. Chavan briefly reviewed the audit findings and stated that the City received an "unmodified" opinion—the highest rating a municipality can receive. While there were a few minor findings and recommendations, he noted that Finance staff have already begun implementing corrective measures.

Councilmember Sanchez inquired about how revenue from FEMA's rental of the industrial park was allocated, as well as the reasons behind the increase in the salary line item and whether further increases should be expected. Finance Director Pineda addressed her questions.

Councilmember Calderon emphasized that his primary concerns were ensuring sufficient funding for Public Safety and protecting City staff salaries.

City Administrator Arteaga reminded the Council that the wage study will serve as a valuable resource during upcoming labor negotiations.

After brief discussion, motion was made to accept the FY 23/24 Financial Statements and Independent Auditors Report.

ROLL CALL

Motion: Roberts

Second: Calderon

Action: to accept and approve the FY 23/24 Financial Statements and Independent Auditors Report.

Ayes: Roberts, Calderon, Farr, Sanchez, Johnson

Noes: None

Absent: None

Abstain: None

Motion passed, 5-0

3. State Route 99 – Waterline Relocation Project

City Council to consider authorizing City Administrator to accept the construction contract 24-01 for the construction of Gridley State Route 99 Waterline Relocation project and issue the notice of completion.

Recommended Action(s):

- a. Authorize the City Administrator to accept the construction contract for the Waterline Relocation Project
- b. Authorize City Administrator to issue the notice of completion and record at the Butte County Records office

City Engineer Dave Harden presented the staff report and requested that the Council authorize the City Administrator to accept the contract for the Waterline Relocation Project and to issue the Notice of Completion for recording with the Butte County Recorder's Office.

Harden reported that the project proceeded as planned. Although a 10% contingency was included in the total project budget, only a small portion of that contingency was utilized, as there were minimal unforeseen issues during construction.

ROLL CALL

Motion: Calderon

Second: Roberts

Action: to authorize the City Administrator to accept the contract for the Waterline Relocation Project and to issue the Notice of Completion for recording with the Butte County Recorder's Office.

Ayes: Roberts, Calderon, Farr, Sanchez, Johnson

Noes: None

Absent: None

Abstain: None

Motion passed, 5-0

4. 2025 Butte County Community Wildfire Protection Plan

City Council to receive presentation explaining the document and consider adoption of the 2025 Butte County Community Wildfire

Recommended Action(s):

- a. Adopt the 2025 Butte County Community Wildfire Protection Plan and authorize the Mayor to sign the signatory page

Fire Chief Chip Fowler presented a PowerPoint highlighting key elements of the 2025 Butte County Community Wildfire Protection Plan (CWPP). He explained that the CWPP is a collaborative, countywide effort aimed at identifying and prioritizing hazardous fuel treatments, as well as outlining strategies to reduce structure ignitability and enhance wildfire resilience across the region.

ROLL CALL

Motion: Johnson

Second: Sanchez

Action: to adopt the Butte County Community Wildfire Protection Plan and authorize the Mayor to sign the signatory page.

Ayes: Roberts, Calderon, Farr, Sanchez, Johnson

Noes: None

Absent: None

Abstain: None

Motion passed, 5-0

5. Washington Street Parking Spaces Painting

City Council to consider authorizing Public Works Department to convert parking on the south side of Washington Street to diagonal parking to increase overall number of available parking

Recommended Action(s):

- a. Provide direction to Public Works Department regarding the painting of parking spaces on Washington Street, between Norman Street and the southern end leading into the baseball field parking area

Utility Director Ross Pippitt presented the staff report requesting Council direction on converting parallel parking to diagonal parking on the south side of Washington Street in order to increase available parking spaces.

Pippitt explained that he had reviewed the proposal with Police Chief Todd Farr and City Engineer Dave Harden, and all agreed that the change was feasible. The request originated from Lions Club member Mike Dahl, who approached Pippitt with the suggestion.

Direction: Following brief discussion, the Council unanimously agreed to move forward with the proposed change and directed staff to proceed with painting the new parking spaces.

COUNCIL COMMITTEE REPORTS

Councilmember Calderon reported on his attendance at the BCAG meeting. He also informed Council that the annual Day of the Dead celebration that takes place in November will focus on suicide prevention education.

Mayor Farr reported on his attendance at the NCPA Policy Conference that was held in Washington D.C.

CITY ADMINISTRATOR REPORTS

City Administrator Arteaga reported on several productive meetings held recently with department heads in preparation for the upcoming budget and expressed appreciation for their continued hard work and dedication. She also provided updates on recent meetings related to various development projects currently underway.

DEPARTMENT UPDATE REPORTS

Fire Chief Chip Folwer reported on the fire department activity for April.

Utility Director Ross Pippitt informed the Council that Public Works crews are actively working in the downtown area to ensure it is prepared for the upcoming Red Suspenders Day event.

City Engineer Dave Harden reported that he has recently been engaged in multiple discussions with various developers and noted that a few development projects are preparing to break ground soon.

Principal Planner Christopher Smith reported on his upcoming kick-off meeting with Orchard View Phase II and also reported on his attendance at the BCAG Planning Directors meeting.

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

Travel Policy	5/19/2025
Energy Efficiency Contract Review	5/19/2025
Hazel Hotel – CHIP Homes	5/19/2025

CLOSED SESSION – None

ADJOURNMENT

At 7:36 pm, with no further items left to discuss, Mayor Farr adjourned to the next regular meeting on May 19, 2025.

Approved:

Elisa Arteaga, City Clerk

DRAFT

Gridley City Council – Special City Council Meeting Minutes

Monday, May 5th, 2025; 5:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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CALL TO ORDER

Mayor Farr called the Special Meeting to order at 5:00 pm.

ROLL CALL

Present: Johnson, Roberts, Calderon, Sanchez, Farr

Absent: None

Arriving after roll call: None

Staff Present:

Elisa Arteaga, City Administrator

Todd Farr, Police Chief

Anthony Galyean, City Attorney

Martin Pineda, Finance Director

Patricia Taverner, Assistant Finance Director

Chip Fowler, Fire Chief

Ross Pippitt, Utility Director

Dave Harden, City Engineer

Carmen Santana, Deputy City Clerk

SPECIAL PRESENTATION

1. Recognition and Commendation of Utility Director, Ross Pippitt

Presentation Honoring Ross Pippitt for his dedicated service and contributions to the City of Gridley upon his retirement.

- a. Reading of Biography Honoring Ross Pippitt’s Service and Contributions by Mayor Farr

Mayor Farr read a biography of Ross Pippitt, highlighting his many accomplishments and the career journey that shaped him into the respected leader he is today.

- b. Presentation and Remarks by City Council

Each Councilmember took a moment to share their personal reflections on Ross Pippitt, expressing their appreciation and thanking him for his many years of dedicated service.

c. Reflections by City Administrator Arteaga

City Administrator Elisa Arteaga shared heartfelt remarks about Ross Pippitt, and she reflected on their years of collaboration and friendship. She expressed her sincere gratitude for his service and wished him all the best in the future.

d. Acknowledgements from City Staff and members of the Public

Several employees spoke to express their well wishes to Ross Pippitt, thanking him for his steady, patient leadership. They acknowledged his supportive approach and noted that he always made others feel respected and valued, never making anyone feel inadequate.

Lynne Spencer thanked Ross for his years of service on behalf of the Chamber of Commerce.

Terri Debose, representing Congressman Doug LaMalfa's office, presented Ross Pippitt with a Certificate of Congressional Recognition in honor of his dedicated years of service to the City of Gridley. She extended warm wishes on behalf of the Congressman for a happy and well-deserved retirement.

Ross Pippitt addressed the Council and City staff, expressing his gratitude for the opportunity to work alongside them. He also extended a heartfelt thank you to his family for their support and understanding, especially during times when work responsibilities extended beyond the office and into his home life.

ADJOURNMENT

With no further items left to discuss, Mayor Farr adjourned to the next regular meeting on May 5th, 2025.

Approved:

Elisa Arteaga, City Clerk

Gridley City Council – Special City Council Meeting Minutes

Wednesday, May 7, 2025; 1:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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CALL TO ORDER

Mayor Farr called the meeting to order at 1:00 pm.

ROLL CALL

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

Staff Present: Elisa Arteaga, City Administrator

CONSENT AGENDA – None

ITEMS FOR COUNCIL CONSIDERATION – None

CLOSED SESSION

1. Closed Session Meeting with Administrative Staff Pursuant to Government Code 54957.8 – Case Review and Planning

ROLL CALL

Motion: Roberts
Second: Johnson
Action: to approve Resolution 2025-R-008

Ayes: Roberts, Calderon, Farr, Johnson
Noes: None
Absent: Sanchez
Abstain: None

Motion passed, 4-0

ADJOURNMENT

Council came out of closed session at 1:05 pm and adjourned to the regular meeting on May 19, 2025.

Approved:

Elisa Arteaga, City Clerk

City Council Agenda Item #2
Staff Report

Date: May 19, 2025

To: Mayor and City Council

From: Elisa Arteaga, City Administrator

Subject: Resolution 2025-009: Appointment of Northern California Cities Self Insurance Fund (NCCSIF) Representatives for Risk Management Committee

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully requests the City Council appoint Carmen Santana to the NCCSIF and re-appointing Jodi Molinari to serve on the risk management committee by approving Resolution 2025-R-009 “A Resolution of the City Council of the City of Gridley appointing Representatives for the Northern California Cities Self Insurance Fund Risk Management Committee” by reading of title only.

Background

The City of Gridley is a member of the Northern California Cities Self Insurance Fund (NCCSIF). NCCSIF is a Joint Powers Authority formed in 1979, an association of twenty-two (22) municipalities joined together to protect resources by providing risk services, management, and programs. Within the structure of the organization there are regular meetings and committees (Executive, Risk Management and Claims) reviewing programs and voting on issues relating to the resources, coverages and programs (General Liability, Workers’ Compensation, Crime/Bond, Property, Mobile Equipment, Auto Physical Damage, Employee Assistance & Training, Special Events, Vendor/Contractors). The city being a member of NCCSIF, a larger pool of Northern California cities, allows for a mechanism to self-fund a layer of workers compensation. The city also has access to group purchases of excess insurances. Generally, the Finance Director is the primary representative and, in the event, the primary representative cannot attend a meeting, his/her designee (Alternate Representative) will attend.

Financial Impact

Appointment is a formality required by the JPA, there are no fiscal impacts.

Attachment:

Resolution No. 2025-R-009

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPOINTING REPRESENTATIVES FOR
NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND RISK MANAGEMENT COMMITTEE**

WHEREAS, it is desirable and necessary to appoint agents for the City of Gridley to act for and in its behalf in the Northern California Cities Self Insurance Fund (NCCSIF) which provides insurance coverage for the City of Gridley.

WHEREAS, the City of Gridley Finance Director Martin Pineda is the primary representative and Assistant Finance Director Patricia Taverner is the alternate representative;

NOW, THEREFORE, IT IS HEREBY RESOLVED, Carmen Santana, Deputy City Clerk, and Jodi Molinari, HR Manager, shall be appointed to the risk management committee.

I HEREBY CERTIFY that the foregoing resolution was introduced, passed and adopted by the City Council of the City of Gridley at a regular meeting held on the 19th day of May, 2025, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ATTEST

APPROVE

Elisa Arteaga, City Administrator

Michael W. Farr, Mayor

City Council Agenda Item #3
Staff Report

Date: May 19, 2025

To: Mayor and City Council

From: Elisa Arteaga, City Administrator

X	Regular
	Special
	Closed
	Emergency

Subject: Resolution No. 2025-R-010: A Resolution of the City Council of the City of Gridley Authorizing and Designating City Representatives to Vote the City's Interests in Governance Agreements Associated with City's Participation in Programs, Projects, and Services as a Member of the Northern California Power Agency

Recommendation

Staff respectfully requests the City Council approve the attached resolution effective May 19th, 2025 that appoints Elisa Arteaga, Ryan Carlson and Michael Farr as representatives to NCPA Committees and Catalina Sanchez as the Alternate Representative to the NCPA Commission and other various NCPA committees.

Background

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

Financial Impact

There are no direct costs associated with this effort.

Compliance with the City Council Strategic Plan or Budget Goals

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

Attachment:

Resolution No. 2025-R-010 Appointing Representatives to the NCPA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, (15) the SMSA specifies that the Member by resolution or Member's manager with written delegated authority will delegate to NCPA all of the Member's governing body's authority to enter into a Transaction with the delegation to NCPA confirming an Agency Service or Power Procurement Service for such Transaction; and

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

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

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

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

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

WHEREAS, (21) this resolution supersedes and replaces Resolution No. 2025-R-003 approved by Gridley City Council on January 21, 2025.

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

RESOLVED, (a) the City Council of the City of Gridley (CITY) confirms the following individuals as Commissioner and Alternate Commissioner on the NCPA Commission effective May 19, 2025:

Commissioner – Michael Farr

Alternate Commissioners – Catalina Sanchez and Elisa Arteaga

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

Voting Representative – Ryan Carlson

Alternate Voting Representative – Elisa Arteaga

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

Commissioner – Michael Farr

Alternate Commissioners – Catalina Sanchez and Elisa Arteaga

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

Voting Representative – Ryan Carlson

Alternate Voting Representative – Elisa Arteaga

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

Representative – Elisa Arteaga

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

Authorized Representative(s) – City Administrator

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

Designated Representative(s) – City Administrator

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Gridley at a regular meeting held on May 19, 2025, by the following vote:

AYES:	COUNCILMEMBERS	Johnson, Sanchez, Roberts, Calderon
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NOES:	COUNCILMEMBERS	None
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ABSTAIN:	COUNCILMEMBERS	None
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ABSENT:	COUNCILMEMBERS	Farr
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ATTEST

APPROVE

Elisa Arteaga, City Administrator

Michael W. Farr, Mayor

City Council Agenda Item #4
Staff Report

Date: May 19, 2025
To: Mayor and City Council
From: Elisa Arteaga, City Administrator
Subject: SB1 Project List to State CTC for FY 2025-26

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully requests that the City Council adopt a resolution authorizing the City staff to submit the SB1 Project List to California Transportation Commission (CTC) and authorizing the City Administrator to include in Fiscal Year 2025-2026 CIP Budget, the projects to be funded with SB1 - Road Maintenance and Rehabilitation Account revenues.

Background

On April 28, 2017 the Governor signed Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, SB 1: increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. Beginning November 1, 2017, the State Controller (Controller) will deposit various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding will be apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, to be eligible for RMRA funding, statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission (Commission).

Project List Flexibility:

Pursuant to SHC Section 2034(a)(1), this project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities, so long as the projects are consistent with SHC Section 2030(b). After submittal of the project list to the Commission, in the event a city or county elects to make changes to the project list pursuant to the statutory provision noted above, formal notification of the Commission is not required. However, **the Project Expenditure Report due to the Commission by December 1st each year**, will provide an opportunity for jurisdictions to annually communicate such changes to the Commission as part of the regular reporting process.

The City's Street Project List for FY 2025-26 is due to CTC by July 1, 2025.

Financial Impact –

The State has created the Road Maintenance and Rehabilitation Account (RMRA) where new SB1 funds will be deposited for distribution to the City. The projected revenue for the City for FY 2025-26 is estimated at \$192,211.

Compliance with City Council Strategic Plan or Budget Goals

The City Council and City staff are committed to providing effective leadership while providing quality cost-effective local government services. This project meets the Open Space Goal 4 of the 2030 General Plan, "To ensure adequate outdoor recreational open space to meet local needs as the City grows."

Attachments

- Resolution No. 2025-R-011
- Gridley SB1 Project List FY25-26
- Estimated SB1 (RMRA) Revenues FY25-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the adopted list of projects can be revised by the City at any time to address changing priorities in the street and road maintenance and safety needs; and

WHEREAS, the City, will receive an estimated \$192,211 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

WHEREAS, this is the ninth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City has developed the SB1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets as needed annually throughout the City this year; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall

quality of our road system and over the next decade will bring our streets and roads into a “good” condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

The City Council of the City of Gridley State of California, as follows:

1. The foregoing recitals are true and correct.
2. The attached list, Attachment A, of newly proposed projects will be funded in-part or solely with Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues.

I HEREBY CERTIFY that the foregoing resolution was duly passed and adopted by the City Council of the City of Gridley at a regular meeting thereof, held on the 19 day of May, 2025, by the following vote:

AYES:

NOES:

ABSENT:

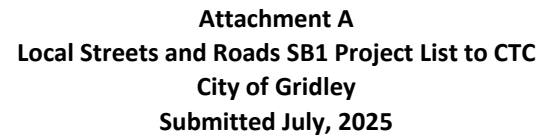
ABSTAIN:

ATTEST:

APPROVE:

Elisa Arteaga, City Administrator

Michael W. Farr, Mayor

[illegible]

Local Streets and Roads - Projected FY2025-26 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated January 2025

Estimated January 2025	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽⁵⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
ALAMEDA COUNTY								
ALAMEDA	713,438	499,062	278,340	681,108	7,500	2,179,448	2,056,885	4,236,334
ALBANY	192,663	134,771	78,669	183,932	5,000	595,035	555,459	1,150,494
BERKELEY	1,160,837	812,026	449,879	1,108,232	10,000	3,540,974	3,346,764	6,887,738
DUBLIN	677,592	473,987	264,597	646,886	7,500	2,070,562	1,953,539	4,024,100
EMERYVILLE	121,162	84,755	51,255	115,671	3,000	375,842	349,317	725,159
FREMONT	2,094,030	1,464,810	807,676	1,999,136	10,000	6,375,652	6,037,216	12,412,867
HAYWARD	1,492,717	1,044,181	577,125	1,425,072	10,000	4,549,096	4,303,594	8,852,689
LIVERMORE	798,672	558,685	311,020	762,479	7,500	2,438,355	2,302,619	4,740,974
NEWARK	431,819	302,065	170,365	412,251	6,000	1,322,500	1,244,962	2,567,462
OAKLAND	3,941,787	2,757,348	1,516,127	3,763,159	10,000	11,988,421	11,364,411	23,352,832
PIEDMONT	102,542	71,730	44,116	97,896	3,000	319,284	295,636	614,920
PLEASANTON	726,242	508,019	283,250	693,332	7,500	2,218,342	2,093,800	4,312,143
SAN LEANDRO	827,438	578,807	322,049	789,941	7,500	2,525,735	2,385,553	4,911,289
UNION CITY	637,860	446,194	249,363	608,954	7,500	1,949,871	1,838,989	3,788,860
ALPINE COUNTY								
AMADOR COUNTY								
AMADOR	1,820	1,273	5,719	1,738	1,000	11,550	5,247	16,797
IONE	80,592	56,376	45,483	76,940	2,000	261,392	232,353	493,745
JACKSON	45,784	32,027	27,912	43,709	2,000	151,431	131,997	283,428
PLYMOUTH	9,710	6,792	9,702	9,270	1,000	36,474	27,995	64,469
SUTTER CREEK	24,061	16,831	16,946	22,971	1,000	81,810	69,370	151,180
BUTTE COUNTY								
BIGGS	17,864	12,496	12,285	17,054	1,000	60,700	51,503	112,202
CHICO	997,295	697,625	422,674	952,102	10,000	3,079,697	2,875,263	5,954,960
GRIDLEY	66,669	46,636	32,735	63,648	2,000	211,688	192,211	403,898
OROVILLE	182,088	127,374	81,096	173,837	4,000	568,396	524,972	1,093,367
PARADISE	97,292	68,057	45,566	98,668	2,000	311,583	280,497	592,080
CALAVERAS COUNTY								
ANGELS CAMP	33,234	23,248	29,747	31,728	1,000	118,957	95,817	214,774
COLUSA COUNTY								
COLUSA	58,670	41,041	21,339	56,011	2,000	179,060	169,149	348,209
WILLIAMS	50,452	35,292	19,022	48,166	2,000	154,933	145,457	300,389

Local Streets and Roads - Projected FY2024-25 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated January 2025

Estimated January 2025	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽⁵⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
ALAMEDA COUNTY								
ALAMEDA	725,463	495,191	276,179	675,665	7,500	2,179,998	1,979,466	4,159,464
ALBANY	195,910	133,726	78,086	182,462	5,000	595,184	534,552	1,129,736
BERKELEY	1,180,403	805,727	446,362	1,099,376	10,000	3,541,868	3,220,795	6,762,663
DUBLIN	689,012	470,311	262,544	641,716	7,500	2,071,083	1,880,009	3,951,092
EMERYVILLE	123,204	84,097	50,888	114,747	3,000	375,936	336,169	712,104
FREMONT	2,129,324	1,453,448	801,332	1,983,160	10,000	6,377,264	5,809,979	12,187,244
HAYWARD	1,517,876	1,036,082	572,603	1,413,684	10,000	4,550,245	4,141,610	8,691,855
LIVERMORE	812,133	554,351	308,601	756,386	7,500	2,438,970	2,215,950	4,654,920
NEWARK	439,098	299,722	169,056	408,957	6,000	1,322,833	1,198,102	2,520,935
OAKLAND	4,008,224	2,735,961	1,504,186	3,733,087	10,000	11,991,457	10,936,663	22,928,121
PIEDMONT	104,271	71,174	43,805	97,113	3,000	319,363	284,509	603,872
PLEASANTON	738,483	504,079	281,050	687,791	7,500	2,218,902	2,014,991	4,233,893
SAN LEANDRO	841,384	574,318	319,543	783,629	7,500	2,526,373	2,295,763	4,822,136
UNION CITY	648,611	442,733	247,431	604,088	7,500	1,950,362	1,769,771	3,720,133
ALPINE COUNTY								
AMADOR COUNTY								
AMADOR	1,851	1,263	5,712	1,724	1,000	11,549	5,050	16,599
IONE	81,951	55,939	45,162	76,325	2,000	261,377	223,607	484,984
JACKSON	46,555	31,778	27,729	43,360	2,000	151,422	127,029	278,451
PLYMOUTH	9,874	6,740	9,663	9,196	1,000	36,472	26,941	63,413
SUTTER CREEK	24,467	16,701	16,850	22,787	1,000	81,805	66,759	148,564
BUTTE COUNTY								
BIGGS	18,165	12,399	12,226	16,918	1,000	60,708	49,564	110,273
CHICO	1,014,104	692,214	419,373	944,493	10,000	3,080,184	2,767,040	5,847,225
GRIDLEY	67,793	46,274	32,514	63,139	2,000	211,720	184,976	396,696
OROVILLE	185,157	126,386	80,494	172,448	4,000	568,485	505,212	1,073,697
PARADISE	98,931	67,529	45,244	101,423	2,000	315,128	269,940	585,068
CALAVERAS COUNTY								
ANGELS CAMP	33,795	23,068	29,550	31,475	1,000	118,887	92,210	211,097
COLUSA COUNTY								
COLUSA	59,659	40,722	21,208	55,563	2,000	179,152	162,782	341,934
WILLIAMS	51,303	35,018	18,910	47,781	2,000	155,012	139,982	294,994

City Council Agenda Item #5
Staff Report

Date: May 19, 2025
To: Mayor and City Council
From: Ryan Carlson Electric Supervisor

X	Regular
	Special
	Closed
	Emergency

Subject: Professional Services Agreement – Utility Design Services

Recommendation

Staff recommends selecting Utility Design Services, represented by Al Smatsky, to provide professional engineering services in support of the City’s electric system planning and design. Services will include Joint Pole Intent filings and O-Calcul structural analyses.

Staff has contacted several firms to ensure competitive consideration:

- Mesa Associates, Inc.: No quote has been received to date.
- Power Engineers: No response received.
- Roles Anderson Roles: Firm is currently unable to accept the requested scope of work.

Based on availability and relevant experience, Utility Design Services is the most qualified and responsive option at this time.

Background

The initial scope of work will involve engineering analysis for approximately 40–50 utility poles that were replaced over the past year as a result of failed pole tests, primarily between Gridley and Biggs.

Each pole will be individually engineered and submitted with the required documentation to the Joint Pole Association. Upon approval, the City will be eligible for reimbursement for costs incurred during the transfer of communication and cable infrastructure from the old poles to the new ones.

Financial Impact

Financial Impact is estimated to be \$32,050. There are enough funds in the 600-4600-53600 account to cover this amount, no adjustment to the budget is needed at this time. This is estimated to bring in \$400,000 in revenue from Joint Pole Association Reimbursement.

Compliance with City Council Strategic Plan or Budget Goals

This action aligns with the City Council’s Strategic Plan and Budget Goals by supporting fiscal responsibility through the pursuit of external funding opportunities to reduce reliance on City funds and enhancing operational efficiency by delegating specialized tasks to expert consultants, allowing City staff to focus on core responsibilities.

Attachments

Exhibit A - Utility Design Services Proposal
Draft Professional Services Agreement

April 14, 2025

Utility Design Services LLC, 619 West Pine Street, Lodi CA, 95240

Re: Joint Point Intent and OCalc Preparation

To: City of Gridley, Attention; Utility Director, Ryan Carlson

UTILITY DESIGN SERVICES ENGINEERING PROPOSAL

Utility Design Services LLC, has been in business for over a decade providing services for other municipal utility companies in Northern and Central California. As we discussed, this proposal is based on 50 poles.

Data Collection: Measure pole height from ground to top of pole, measure all contact points, identify the size of all conductor, secondary cable or wire, and phone and cable lines (if possible), record inspection tags and manufacturer's pole tag information, identify all guying and anchor lead length. Build Excel spreadsheet and enter all information in a numerical order beginning with the lowest pole number first.

Pole Records Spreadsheet: Design and build Excel spreadsheet. Transfer information for hard copy of pole record book into spreadsheet file. The spreadsheet will have columns for cable, phone and electric attachment heights, AT&T contract number, size and class of pole, set date, type of pole, i.e. tangent, deadend, etc.

Pole Intent and Ocalc: Prepare and provide joint pole intent form based upon the work done and the information provided. Prepare and provide Ocalc Pole Analysis form based upon Pole Record Spreadsheet or information provided.

Costs:

Data Collection -	\$4000
Joint Pole Spreadsheet -	\$1200
Joint Pole Intent and OCalc -	\$27,050

Total Project Cost - **\$32,250**

If additional work is requested beyond the scope as outlined above, it will be billed at the hourly rates as listed below. That work will be agreed upon in advance.

Hourly Rates

PE Engineer - \$220/hr

Design Consultant - \$ 185/hr

Associate Design Consultant - \$ 135/hr

Civil Engineer \$240/hr

In addition to the hourly charge rates set forth above, Direct Charges are as follow:

Direct Charges, if applicable, billed at actual cost:

Travel subsistence, air travel, motel, meals, etc.:

Vehicles \$ 10.00/day plus current Federal Reimbursement Milage Rate

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

This Agreement is entered into this _____ day of _____, 2025, by and between the City of Gridley, a California municipal corporation ("City"), and Utility Design Services LLC, a California limited liability company ("Consultant").

RECITALS

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

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

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

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

AGREEMENT

1. SCOPE AND TERM OF SERVICES.

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

1.2 Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by the City and shall be undertaken and completed in a prompt and timely manner, as described in Exhibit A

2. FEES AND PAYMENTS.

2.1 City agrees to pay Consultant an amount not to exceed **\$32,250**, as outlined in the Utility Design Services Engineering Proposal, Exhibit A, with payment structured in installments per completed phases and deliverables:

Costs:

Data Collection - \$4000

Joint Pole Spreadsheet - \$1200

Joint Pole Intent and OCalc - \$27,050

Total Project Cost - \$32,250

If additional work is requested beyond the scope as outlined above, it will be billed at the hourly rates as listed in Exhibit A That work will be agreed upon in advance.

Payments shall be made upon submission of itemized invoices and City approval.

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

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

3. CHANGES.

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

4. RESPONSIBILITIES OF CONSULTANT.

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

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

4.3 City Inspector. The Consultant shall designate a city inspector who at all times shall represent the Consultant before the City on all matters relating to this Agreement. The construction inspector shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant or replaced with the written approval

of the City which shall not be unreasonably withheld.

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

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

4.6 Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and notifies Consultant in writing that Consultant's duties under this agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

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

Consultant warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the

facilities, difficulties and restrictions attending performance of the work under this Agreement.

5. INSURANCE.

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

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

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

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

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

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

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

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

5.3 Endorsements.

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

5.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the

performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

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

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

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

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

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

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

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

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

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

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

5.4 Deductible. Any deductible or self-insured retention must be approved in writing

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

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

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

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

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

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

6. INSPECTION AND FINAL ACCEPTANCE

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

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

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

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

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

7.2 7.2 Books and Records. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three(3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures. Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

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

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

8. ACCOUNTING RECORDS.

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

9. SUBCONTRACTING.

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

10. TERMINATION OF AGREEMENT.

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

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

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

11. GENERAL PROVISIONS.

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

City:

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

Consultant:

Utility Design Services, LLC
619 West Point Street
Lodi, CA 95240
Attn: Al Smatsky

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

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

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

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

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

10.4 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF GRIDLEY

UTILITY DESIGN SERVICES, LLC

By: _____
Elisa Arteaga
City Administrator

By: _____
Utility Services Design President

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

City Council Agenda Item #6
Staff Report

Date: May 19, 2025

To: Mayor and City Council

From: Todd W. Farr, Chief of Police

Subject: Request by Gridley Unified School District (GUSD) to continue the School Resource Officer (SRO) Program.

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully requests the City Council to authorize the Police Department to continue with the School Resource Officer Program with Gridley Unified School District for an additional two years (2025-2027).

Background

The Gridley Police Department was contacted by Gridley Unified School District staff regarding the implementation of a School Resource Officer (SRO) Program back in 2021. The Gridley Unified School District and the Gridley Police Department had previously participated in a School Resource Officer Program in years past. In those meetings with staff members, it was agreed that this program would be mutually beneficial for the Gridley Police Department, Gridley Unified School District, and the community. During the past 4 years of the SRO Program with the school district, stronger relationships have been built with the kids, the community, and school staff. GUSD Superintendent Justin Kern and GUSD High School Principal Rikki-Lee Buresch have been instrumental in making this program a success for the past 4 years.

Fiscal Impact

Approval of this agreement will generate \$91,453 each fiscal year in revenue for the City. The current SRO's estimated salary and benefits expense is projected to be \$118,397. This will cost the City \$26,944. The amount the city will cover may increase depending on the ongoing labor negotiations with GPOA.

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, as well as its ongoing efforts to support the community in such ominous financial times.

Attachment

School Resources Officer Agreement

School Resource Officer Agreement

This School Resource Officer Agreement ("Agreement"), effective dated July 1, 2025, is made by and between the City of Gridley, a California municipal corporation ("SRO Provider") and the Gridley Unified School District ("District") (collectively, the "Parties") pertaining to the assignment of one or more school resource officer (each, a "SRO", and collectively, "SROs") by the SRO Provider to the District.

WHEREAS, the SRO Provider and District desire to provide for a program to help ensure the physical safety and wellbeing of all students, staff and school facilities of the District (the "SRO Program"); and

WHEREAS, in connection with the SRO Program, SROs in partnership with the District may act as role models to willing students; and

WHEREAS, in connection with the SRO Program, SROs focus on fostering relationship building, mentorship, coaching and personal connections to assist students in growing into responsible citizens; and

WHEREAS, in connection with the SRO Program, SROs and District shall take into consideration that some students may be negatively impacted by a law enforcement presence on campus; and

WHEREAS, in connection with the SRO Program, SROs strive to conduct themselves in their daily job duties utilizing procedural and restorative justice, de-escalation, and community policing tactics to minimize the negative impact on affected students.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants, promises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, do hereby agree as follows:

1. **Term of Agreement:** This Agreement shall be effective as of July 1, 2025, and shall terminate June 30, 2027, unless sooner terminated pursuant to the provisions of Paragraph 15. By mutual agreement of the Parties, this Agreement may be renewed for additional one (1) year period beyond this term and in such event the Parties shall confer in advance of such renewal to negotiate the terms applicable to such renewal.
2. **Fee:**
 - A. SRO Provider agrees to provide and pay the SROs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the SRO Provider's Police Department and Memorandum of Understanding negotiated with recognized Police employee organizations ("MOU"), including but not limited to: sick leave, vacation leave, compensatory time off, holiday in lieu, retirement contribution, workers' compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance.

- B. In consideration of SRO Provider furnishing the SROs provided for in this Agreement, District shall pay SRO Provider based on the base salary and fringe benefits of the SRO in equal periodic payment installments due and payable upon the commencement of services for each quarter, commencing on September 30, December 31, March 31, and June 30 respectively. This amount is not to exceed \$22,863.25 per quarter, based upon Police Department and Memorandum of Understanding negotiated with recognized Police employee organizations ("MOU"). Any compensation beyond this amount will be provided by the SRO Provider. Should this Agreement be renewed by mutual agreement, this Compensation may be increased upon the written agreement of the Parties.
3. **Scope of Service:** During the term of this agreement, SRO Provider agrees to assign one (1) officer as SROs serving the District with the following primary responsibilities (the "Services"):
- A. To serve at the assigned school site(s) as qualified Peace Officers.
 - B. To build relationships with members of the community served by the District through mentoring, coaching, and acting as a liaison to community resources.
 - C. To provide information regarding safety to students, staff, the community served by the District, and the District.
 - D. To facilitate educational programs and activities that will increase students' knowledge of current law enforcement practices, procedures, and foster personal safety (e.g., Student Internet Safety, Staff Tactical Safety Training, Staff Drug Recognition, etc.). SROs, at the invitation of the District, may participate in staff training, professional development, and student and faculty special group meetings.
 - E. To serve as a mentor and role model for students. SROs, in conjunction with District, may participate or facilitate open-listening or discussion groups with willing students in an effort to focus on social and emotional safety.
 - F. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school such as: disorderly conduct, trespassers, the possession and/or use of weapons on campus, the illegal sale, use and distribution of controlled substances and alcohol, gang activity, and riots.
 - G. To act as an integral part of campus crisis response and to review and give input regarding the School Safety Plan.
 - H. To report serious crimes that occur on school campus and to cooperate with other law enforcement officials in the investigation of crimes that occur on campus.

- I. To cooperate with other law enforcement officials in the investigations of criminal offenses which occur off campus.
- J. To work cooperatively at the request of District to reduce the incidence of truancy by students through education and acting as a liaison to connect students and families with support services.

The Services shall be performed with reasonable and professional care consistent with a public K-12 educational setting and the standard by which such services are performed under prevailing custom and under applicable law.

4. **Hours of Work and Schedule:**

- 4.1 SROs shall be assigned to the following school sites on the following schedule:

School Sites	Schedule
Gridley High School	Mon-Fri from 7:30 AM to 3:30 PM
Sycamore Middle School	As Needed
Wilson/McKinley Elementary	As Needed

- 4.2 SROs will ordinarily work eight (8) continuous hours each day, including a paid lunch period of not less than thirty (30) minutes and not more than sixty (60) minutes.
- 4.3 The Parties will establish start and end times of the workday of each SRO through each SRO's Supervisor and the representative of the District, but will be scheduled in accordance with established shifts of the SRO Provider's Police Department.
- 4.4 Each SRO's presence will not be required at school during school vacations, holidays, and other times when school is not in session.
- 4.5 The parties recognize that the SRO Provider schedules its officers to work in 10-hour shifts for 4 days per week per the SRO Provider's Police Department employment Memorandum of Understanding with the SROs exclusive labor representative. The SRO position may, at the SRO Provider's sole discretion, be staffed by more than one officer in order to accommodate the hours.
- 4.6 If the District's governing board approved school schedule changes, SRO Provider and District agree to reasonably work together to accommodate changes to provide SRO coverage as practical.

5. **Absences:**

- 5.1 In the event of a SRO's absence from work when school is in session, the SRO shall notify both his/her supervisor in the SRO Provider's Police Department and the designated representative of the District for the particular school assigned.
- 5.2 SRO Provider, through the SRO Provider's Police Department, will make reasonable efforts not to reassign an SRO when school is in session. District recognizes that there will be times when an SRO is required by temporary reassignment to be absent from campus at the sole discretion of the SRO Provider's Police Department. Absences may include, but are not limited to: staffing shortages, emergencies, court appearances, union release time, and scheduled training.
- 5.3 For absences and reassignments of less than three (3) days duration, SRO Provider will not ordinarily reassign another officer to substitute for the assigned SRO. If the District determines, in its reasonable discretion, that such absences or reassignments are of a chronically unreasonable nature, SRO Provider shall also deduct a pro rata portion from the amount payable by the District at the next billing for such absences.
- 5.4 For absences and reassignments of greater than three (3) days duration, SRO Provider shall reassign another officer to substitute for the assigned SRO, and should SRO Provider neglect to reassign another officer to substitute for the assigned SRO under such circumstance, SRO Provider shall also deduct a pro rata portion from the amount payable by the District at the next billing for such absences.
- 5.5 If due to an emergency, disaster, staff shortage, job action, or other event beyond the control of the SRO Provider, the SRO Provider is unable to supply a substitute officer, SRO Provider shall deduct a pro rata portion from the amount payable by the District at the next billing. In return, if the District faces an emergency or other event beyond its reasonable control, District can direct a reduction in SROs Services assigned under this Agreement for the duration of such event, in which case SRO Provider shall also deduct a pro rata portion from the amount payable by the District at the next billing.

6. **Additional Assignments:**

- 6.1 For additional duties that fall outside of a SRO's normal working hours but closely related to duties of the SROs, such as counseling sessions, truancy board meetings, and sweeps, the SROs may flex his/her hours beyond the normal working hours. Alternately, the SROs Supervisor may authorize overtime compensation at the Supervisor's discretion.

- 6.2 Should the District desire the SROs to attend functions outside of normal school hours which are not closely associated with SRO duties, such as dances or sporting events, the District can contract with the SRO Provider's Police Department's Off-Duty Program. The SROs will be given right of first refusal for off-duty assignments at the school to which they are assigned. District retains sole authority to determine and fulfill school site security needs.
7. **Employment:** The SROs shall be exclusively employees of the SRO Provider as peace officers with the SRO Provider's Police Department, and shall be subject to the administration, supervision, and control of the SRO Provider. The SROs shall be subject to all personnel policies and procedures of the SRO Provider and the SRO Provider's Police Department.
8. **Employment Practices:** SRO Provider and District, by execution of this Agreement, each certify that they do not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status, or any other characteristic protected by applicable law including by way of illustration and not by limitation section 12940 of the Government Code, in their respective employment practices. SRO Provider shall hold District free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practices brought by SROs. District shall hold SRO Provider free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practices brought by District personnel.
9. **Supervision and Control:** SRO Provider, in its sole discretion, shall have the power and authority to hire, assign, discharge, and discipline SROs.
- 9.1 SRO Provider and the District will cooperate in the selection of SROs. The District will participate in the interview panel and give input and feedback on candidates.
- 9.2 As employees of the SRO Provider, the SROs shall follow the chain of command, reporting first to his/her assigned supervisor as prescribed by the SRO Provider's Police Department.
- 9.3 In the performance of their duties, the SROs shall coordinate and communicate with the District's principal or principal's designee of the schools to which they were assigned.
- 9.4 District will notify a SRO's supervisor within the SRO Provider's Police Department of any complaints against SRO promptly upon receipt.
- 9.5 In the event that District believes that an SRO is not effectively or proficiently performing their duties, the Superintendent or designee(s) shall notify SRO Provider in writing with a description of the deficiencies. SRO Provider and the District may thereafter confer to determine whether the outlined deficiencies can be remedied to the reasonable satisfaction of the District. If the deficiencies cannot

be resolved to the reasonable satisfaction of the District, then District may direct that SRO Provider remove the SRO from the SRO Program, and SRO Provider shall, to the furthest extent permitted by law, comply with such direction promptly and in no event later than thirty (30) days of receipt of such direction.

10. **Dress Code:** It is a goal of the SRO Program that the SROs be readily identifiable as a police officer. During regular duty on campus, the SROs shall wear a uniform and appropriate safety equipment to include sidearm, as prescribed by the SRO Provider's Police Department uniform manual. For activities and occasions for which a uniform would not be appropriate, the SROs may wear a modified uniform or other apparel as approved by his/her division commander in consultation with the designated representative of the District for the particular school assigned.
11. **Equipment, Supplies & Work Space:**
 - 11.1 **Motor Vehicles:** The SRO Provider shall provide a patrol vehicle for use by the SROs when on duty. In addition, the SRO Provider agrees to maintain, repair, insure, and supply fuel for the SROs vehicle.
 - 11.2 **Weapons, Ammunition & Safety Equipment:** The SRO Provider agrees to provide each SRO with standard issue sidearm, ammunition, body armor, and safety equipment consistent with requirements for all members of the SRO Provider's Police Department as established by policy or Memorandum of Understanding.
 - 11.3 **Computers:** The SRO Provider shall provide SRO access to law enforcement and SRO Provider computer networks and programs. The District agrees, to the furthest extent permitted by applicable law, to make available to each SRO any computer network program, email, student directory, or any other network program or database ordinarily accessible by District instructors, staff or administrators.
 - 11.4 **Telecommunications:** SRO Provider agrees to supply the SRO with a cellular telephone and/or digital pager. District agrees to furnish a telephone instrument and private telephone line capable of analog data transmission on campus for each SRO. District agrees to furnish a facsimile machine or make a facsimile machine available on each campus for SRO use.
 - 11.5 **Radio Communications:** SRO Provider agrees to supply the SRO with a SRO Provider's Police Department portable transceiver. If District operates a radio network for staff or security, the District agrees to furnish the SRO with a transceiver with that capability or to authorize the SRO to operate the supplied transceiver on District frequencies if it has that capability.
 - 11.6 **Supplies:** District agrees to provide the SRO with the usual and customary office supplies and forms required in the performance of their duties. SRO Provider agrees to supply the SRO with specialized law enforcement or SRO Provider forms.

- 11.7 Workspace: District agrees to provide the SRO with a work area accessible to the students on campus and equipped with suitable seating, work surface, and secure storage.

12. **Student Records:**

- 12.1 District shall, to the furthest extent permitted by applicable law, allow the SRO to inspect and copy any public records maintained by the school, including yearbooks and student directory information as defined in Education Code § 49061.
- 12.2 If information in a student's cumulative or other confidential record is needed in an emergency to protect the health or safety of the student or other individuals, District shall, to the furthest extent permitted by applicable law, disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.
- 12.3 If confidential student record information is needed, but no emergency situation exists, the information may be used only upon the issuance of a lawfully issued court order or subpoena, consent of the authorized designee (parent, guardian, or adult student, as applicable), or as otherwise required by law.
- 12.4 SRO Provider and SRO will comply with policies of the District relative to release of student information and applicable law with respect to the same.

13. **Applicable Laws**: SRO Provider shall provide the services specified herein in accordance with any applicable Federal and State statutes, regulations, and directives.

14. **Indemnification:**

14.1 Injury to employee while on duty

If any SRO Provider employee is injured while on duty as a result of or in association with any action undertaken pursuant to this MOU, the SRO Provider agrees to waive subrogation against the District and hold the District harmless from and against any claim for workers' compensation arising out of any such injury.

If any District employee is injured while on duty as a result of or in association with any action undertaken pursuant to this MOU, the District agrees to waive subrogation against the SRO Provider and hold the SRO Provider harmless from and against any claim for workers' compensation arising out of any such injury.

14.2 Injury to others

Except as otherwise stated in section 14.1, and to the furthest extent permitted by

law, District shall indemnify, defend, and hold harmless SRO Provider, its officers, agents, employees, and representatives from and against any and all claims, losses, liabilities, damages, demands and actions, including payment of reasonable attorney's fees, to the extent that they arise out of or result from the performance of this Agreement and are caused in whole or in part by any negligent or willful act or omission of the District, its officers, agents, employees, or anyone directly or indirectly acting on the behalf of the District, or any breach of this Agreement by the District or its officers, agents, employees, or anyone directly or indirectly acting on behalf of the District.

Except as otherwise stated in section 14.1, and to the furthest extent permitted by law, SRO Provider shall indemnify, defend and hold harmless District, its officers, agents, employees, and representatives from and against any and all claims, losses, liabilities, or damages, demands and actions, including payment of reasonable attorney's fees, to the extent that they arise out of or result from the performance of this Agreement and are caused in whole or in part by any negligent or willful act or omission of the SRO Provider, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the SRO Provider, or any breach of this Agreement by the SRO Provider or its officers, agents, employees, or anyone directly or indirectly acting on behalf of the SRO Provider.

15. **Termination:** Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party. In the event of such termination, District shall pay SRO Provider for all services of the SROs rendered up to and including the date of termination.
16. **Amendments:** No modification or amendment to any provision of this Agreement shall be valid unless it is set forth in writing and is signed by the Parties.
17. **Entire Agreement:** This Agreement constitutes the entire agreement between District and the SRO Provider regarding the subject matter of this Agreement and supersedes any and all prior oral and written communications between the parties regarding the subject matter hereof.
18. **Time:** Time is of the essence in each and all provisions of the Agreement.
19. **Incidental Beneficiaries:** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to SRO Provider and District. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the SRO Provider and District that any such person or entity, other than SRO Provider and District, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.
20. **Venue:** This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising

out of this Agreement shall be filed in and adjudicated by a court of competent jurisdiction in the County of Butte, State of California.

21. **Enforceability:** If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding. Provisions in this Agreement capable of two or more constructions, one lawful and the other or others unlawful, shall be construed in a manner consistent with applicable law.
22. **Waiver:** In the event that either SRO Provider or District shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving Party.
23. **Headings:** Titles, headings, and similar references contained herein are solely to facilitate reference to various provisions of this Agreement and in no way affect or limit the interpretation of the provisions to which they refer.
24. **Construction of Agreement:** Neither this Agreement, nor any provision of this Agreement, shall be construed more strongly against the SRO Provider or the District. This Agreement is the product of negotiation and preparation by and among the SRO Provider and the District and their respective attorneys. Neither this Agreement, nor any provision of this Agreement, shall be deemed prepared or drafted by either the SRO Provider or the District, or the attorney representing the SRO Provider or the District.
25. **Notices:** Notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To SRO Provider:

Chief of Police
Gridley Police Department
City of Gridley
685 Kentucky Street
Gridley, CA 95948

With a copy to:

Anthony E. Galyean, Esq., Gridley City Attorney
c/o Rich, Fuidge, Bordsen & Galyean, Inc.
1129 D Street, PO Box "A"
Marysville, CA 95901

To Gridley Unified School District:

Gridley Unified School District
Attn: Superintendent

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