

Gridley City Council – Regular City Council Meeting Agenda

Tuesday, January 16, 2018; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

CALL TO ORDER - Mayor Hall

ROLL CALL - Recording Secretary

PLEDGE OF ALLEGIANCE – Mayor Hall

INVOCATION – Pastor Bill Hammond, Lighthouse Tabernacle

PROCLAMATIONS - None

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

ANNOUNCEMENT OF NEW EMPLOYEES AND PROMOTIONS

- a. Introduction of Gridley CalFire Fire Chief Jamie Norton (Chris Haile)
- b. Introduction of new Finance Director Juan Solis (Paul Eckert)
- c. Oath of Office Finance Director Juan Solis (Mayor)
- d. Introduction of new Police Dispatcher and Police Officer (Dean Price)
- e. Announcement of Police Lt. Promotion Scott Smallwood (Dean Price)

CONSENT AGENDA – *Items 1 thru 4 of the Consent Agenda and are considered routine and acted upon by one motion. Any Council member may request that an item be removed for separate consideration. The City Council may only make minor comments; otherwise the item should be removed from the Consent Agenda and placed as the first item(s) under “Items for Council Consideration”.*

1. City Services Update
2. City Council minutes dated December 18, 2017
3. Resolution No. 2018-R-002 Appointing Primary and Alternate Representative to Northern California Cities Self Insurance Fund Board of Directors
4. Resolution No. 2018-R-001: A Resolution to Enter an Agreement with the State of California Department of Transportation for the Maintenance of Frontage Improvements, Lighting, Landscaping, Irrigation and any other Components within the State Right-Of-Way for the Parcel Located at 1513 Highway 99 (APN 010-200-050) and to Authorize the City Administrator to Execute the Agreement on Behalf of the City Council.

PUBLIC HEARING

5. Appeal of Site Development Plan Review No. 4-17, AM/PM, 1646 Hwy 99
 - a. Receive staff report
 - b. Open Public Hearing
 - c. Receive Public Comment
 - d. Close Public Hearing
 - e. Council discussion and motion

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

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

Annual Audit Report	2/20/2018
Sewer Pond Improvements and Policies	2/20/2018
General Fund fee study work session	3/5/2018
Mid-Year Budget Update	3/5/2018

CLOSED SESSION - None

ADJOURNMENT – adjourning to the next regularly scheduled meeting on February 5, 2018

NOTE 1: POSTING OF AGENDA- This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., January 12, 2018, in accordance with Government Code Section 54954.2. This agenda along with all attachments is available for public viewing online at www.gridley.ca.us and at the Administration counter in City Hall, 685 Kentucky Street, Gridley, CA.

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

City Council Agenda Item #1
Staff Report

Date: January 16, 2018
To: Mayor and City Council
From: Paul Eckert, City Administrator
Subject: City Services Update

X	Regular
	Special
	Closed
	Emergency

Recommendation

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

Background and Compliance with City Council Strategic Plan or Budget Goals

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

Financial Impact

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

Attachments:

City Services Update

City of Gridley

To: Mayor Hall and City Councilmembers

From: Paul Eckert, City Administrator

Subject: City Services Weekly Update

Date: January 9, 2018

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

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

City Administrator/City Council/Information Technology

- Our Information Technology Director Mike Hensley continues to update various technology systems. While our system updates are often substantial in nature, Mike is able to routinely conduct the complex efforts without issue or incident.
- Mid-Year Budget Review – Finance Director Juan Solis is currently working with the Department Directors and the Finance staff to conduct a FY 2017-18 Mid-Year Financial Update for the City Council. Our intent is to provide a basic report outlining our first six months of expenditures and revenues versus budget.
- Septage Receiving Alternatives – Public Works staff continues to work with Bennett Engineering to develop short-term and long-term alternatives for septic haulers. We hope to have a report for the City Council later this month.
- The new Boat Dock construction is underway offsite.
- County Inspections Services – We continue to meet with the County to review our partnership and their performance with their Building Inspections here in Gridley. The process has gone exceptionally well!

Economic Development

- McDonalds Project – The McDonalds Project has been a very positive experience as we establish the new Butte County and City of Gridley partnership for Building Inspection Services. Weekly in-person and/or phone conferences with Butte County Building Department, all Project representatives, and the City Administrator have greatly assisted the project. More recently, City staff have been involved with the project on a daily basis. Electric Crews recently completed site inspections and provided information as requested by the contractor. Crews prepared and wired for three decorative type street lights for the project.
- Hwy 99 Fitness Center – Various City Operations continue to assist the new Fitness Center as the owner nears completion of the project on Highway 99.
- New Senior Housing on Highway 99 - Staff continues to progress efforts for a "state-of-the-art" new 30-unit senior housing project. The project is currently in the State and Federal funding phase. We hope to have a schedule update in the next Weekly Update.
- Lyman Coe Harvest Equipment – Lyman Coe is currently in the process of moving into the former Dow Lewis Buildings on Highway 99. The location will include equipment and parts sales and offices for the very successful local business. COE is a family owned and operated business. Area employees include product managers, service technicians, office staff, machinists, assemblers, and fabricators.

- BP AM PM Project – The new AM PM fuel station project design has been approved by the City of Gridley Planning Commission. The large facility will be located at the former McConnell Chevrolet site on Highway 99.
- City Industrial Park - The City contracted with Cory Hammond to market and sell all available properties in the City's Industrial Park. Mr. Hammond is currently implementing the marketing plan for the Park.
- The City Administrator met again with Butte County Economic Development staff and continues to meet weekly with local retailers and business leaders.

Engineering/Planning/Building/Code Enforcement

- Engineering Update – City Engineer Trin Campos has been active with several new projects in Town and continues to focus on developing plans for street improvements.
- Building Activity – The County Inspections Department was busy last month with 25 building permits in Gridley. Historically, we've averaged about 14 permits monthly.

PERMIT TYPE	PERMIT	VALUATION	FEES
ETRAKIT	4	\$28,240.00	\$579.28
HVAC FRNC HT PMP HVAC CHNG OUT TO 100K BTU	1	\$9,740.00	\$170.32
REROOF RESIDENTIAL	2	\$17,500.00	\$340.64
WATER HEATER	1	\$1,000.00	\$68.32
MISCELLANEOUS	5	\$34,495.00	\$3,259.68
FIRE SUPPRESSION-COM	3	\$30,000.00	\$1,855.32
SIGNS	2	\$4,495.00	\$1,404.36
SOLAR ONLINE	2	\$30,553.60	\$962.84
SOLAR ROOF-RES	2	\$30,553.60	\$962.84
Totals:	11	\$93,288.60	\$4,801.80

Finance

- The Finance Department is very active with the completion of the annual audit; development of a wide array of grant responsibilities; payroll and benefits issues; worker's compensation cases; and organization of all work areas and file systems.
- The City Administrator, Finance Department, Information Technology, and Electric and Public Works Leadership are currently working to improve our Utility Billing Processes.
- The Fiscal Year 2017/18 Operating Budget and Capital Improvements Plans can be found online at http://gridley.ca.us/public/uploads/pdfs/17-18_ADOPTED_BUDGET_DOCUMENT.pdf

Month	Year	Passengers	Days of Service	Riders Per Day	Average of Daily Miles
July	2017	606	20	30	58
August	2017	584	23	25	53
September	2017	892	21	42	46
October	2017	693	22	32	62
November	2017	624	18	35	68
December	2017	641	19	34	67

Electric Utility

- Utility Reads – Our Utility Technician continues to assist the Finance Department completing monthly meter reads and managing the Discrepancy Reports. The Meter Technician also assists with Code Enforcement. The Technician returned six shopping carts to their proper locations and five code violations were enforced.
- USA's - Crews performed Underground Service Alerts for Gridley and Biggs.
- Gridley 12 KV Maintenance - In preparation for deep ripping, Electrical and Public Works Crew Members confirmed the location of the High Voltage lines that are located underground behind Jay Drive.
- After Hours Work – Stand-By Crews responded to the corner of Locust and Idaho for tree limbs on the primary lines during high wind conditions. The incident caused a power outage to approximately 125 homes. The outage lasted approximately 50 minutes.
- On-Call Crews responded to a power issue at 310 Park Street. A secondary service line had failed at the weather-head. Crews replaced the service drop and tested the new installation.
- Tree Trimming – Crews trimmed trees at Hazel, Lincoln and Ohio Streets.
- Solar Meter installs - Meter personal installed NET meters at 545 Sage Street and 2876 2ND Street in Biggs.
- Biggs 12 KV - Personnel completed phone transfers and removed the old poles at two Biggs locations.
- Biggs Street Lights - Management completed a LED Street Light Survey in Biggs and reported the total number of High Pressure Sodium (HPS) lights that remain in their system.
- Crewmembers responded to the Sunwest Mills in Biggs to assist with repairs to their primary meter cabinet repairs.
- Substation and LR Inspections - Personnel performed weekly inspections of the Substations in Biggs and Gridley. Both Substations are operating as designed.
- Crewmembers have been addressing Distribution System repair tags in Biggs and Gridley as time permits.
- Holiday Lights - The Holiday lights were removed and put into storage. The Gridley Electrical Department would like to thank Gridley CalFire for the use of the ladder truck.
- Holiday Party – The Electric Department hosted the Annual Holiday Party. We would like to thank the Public Works Team, Gridley Police, Recreation staff, Gridley CalFire, City Hall staff, the City Council, Planning Commissioners, and Management for all their help in making this year's party a great success. The party had a great turnout and we want to give huge thanks for all the support and help!

Electrical Department Activity	Gridley	Biggs
Street Light Repairs	3	0
Nonpayment Shut-off/turn on	0	0
Underground Service Alerts	3	1
Sets & Outs	7	0
Service calls	2	0
Trim/Remove tree	2	0
Discrepancy Report Items	40	0
After Hours Call out's	2	0
Solar Read	2	0



Fire

- Station personnel attended classes for instructor training.
- Station personnel issued multiple fire permits and instructed homeowners on safe methods to burn vegetation.
- Station 74 hosted station tours and overviews to several families during the local school holiday break period.
- Emergency Responses for the week are adjacent.
- Fire Volunteers Wanted – If you know of anyone who may want to get involved and make a difference by helping neighbors and friends, please encourage them to become a Gridley Volunteer Firefighter! The City of Gridley is a combination Fire Department with full-time CAL FIRE Firefighters and Gridley area resident Volunteer Firefighters. Our Volunteers meet regularly for training. Training is conducted cooperatively with Butte County Fire and includes all basic firefighting skills: first aid, ladders, breathing apparatus use, hose streams, vehicle extrication, etc. This ongoing training is in addition to the initial basic operations training course. For more information about becoming a Gridley Volunteer Firefighter, go to www.joinbcfd.org and submit a Volunteer Firefighter Interest Form.

Weekly Emergency Responses	City	County
Medical Aids	14	1
Traffic Collisions	0	1
Structure Fires	0	2
Vegetation Fires	0	0
Vehicle Fires	0	0
Public Assist	5	0
Cover Assignments	0	0
Other (smoke checks, hazardous conditions, control burns, etc)	0	4
Technical Rescues	0	0

Police

- Animal Control continues to provide proactive patrol and compassion for lost/stray animals. Animal Control personnel are encouraging our community canine owners to license their dogs. This provides a great record for any pet owner if they should lose their dog and enables Animal Control staff to find and return their pet.
- Police Patrol was active in both communities of Gridley and Biggs. The Department served several local arrest warrants during the week. Personnel have been active in the deterrence and enforcement of property theft crimes in the communities we serve.
- The Police Department is proud to announce the promotion of Sergeant Scott Smallwood to the rank of Police Lieutenant. The Department looks forward to Scott's contributions and leadership in the position.
- The Department assisted the Gridley Unified School District with security services for their annual Gridley Invitational Basketball Tournament.
- Patrol personnel continue to provide foot patrol in Daddow Park and Vierra Park. The Department continues to encourage safe and responsible experiences while visiting our community parks.
- The Department is completing a background investigation for the top candidate for vacant police officer position.
- The testing process for Police Department assignments was held. Six Officers tested for the Department assignments of Police Corporal, Department Detective and BINTF Detective. The Department is fortunate to have very competent and professional candidates for the assignments.
- Domestic Violence training was taken by several personnel and our newest Dispatcher attended the required Police Officer Training and Training Standards (POST) Public Safety Dispatch course at Butte College.
- An audit by the Police Officers Standards and Training (POST) regional representative was completed. The POST representative audited the Department's training and background business process. The Department earned a very favorable audit opinion from the representative.

- Dispatch and Supervisory personnel have completed the first portion of the California Law Enforcement Telecommunication System (CLETS) Audit. The State on-site audit will be conducted in late January. This audit is a review of Gridley-Biggs Police Department's technology hardware systems, security systems and business practices over the use and dissemination of law enforcement and criminal justice information data.
- The Department continues in its goal to provide quality service in all aspects of Public Safety to the citizens we serve. The December 2017 statistics are provided below:

City of Gridley - Police Activity	December 2017	Year Total
Adult Arrests	38	660
Juvenile Arrests	0	23
Misdemeanor Arrests	33	584
Felony Arrests	5	91
Felony Crimes Reported	14	154
Misdemeanor Crimes	48	653
Total Police Incidents*	1,041	13,894
Battery	20	130
Burglary	6	77
Deceased Person	1	14
Vandalism	6	75
Stolen Vehicle	1	25
Robbery	0	3
Public Intoxication	1	53
Patrol Request	14	385
Medical Aid	13	300
Area Checks	81	1,595
Pedestrian Checks	45	657
Disturbing the Peace	21	343
Total 911 Calls	271	3,400
Total Accidents	4	81
Name Exchanges	0	12
Total Traffic Citations	41	632
DUI Arrests	2	20
Traffic Stops	172	2,012
Extra Help Hours	388.50	3,961.75
RSVP Hours	20	220
<i>"Police Incidents" are those Police responses originating from telephone calls to the Dispatch Center, walk-ins at the Police lobby, Police Officer self-initiated activity and email or social media communications.</i>		

Public Works

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

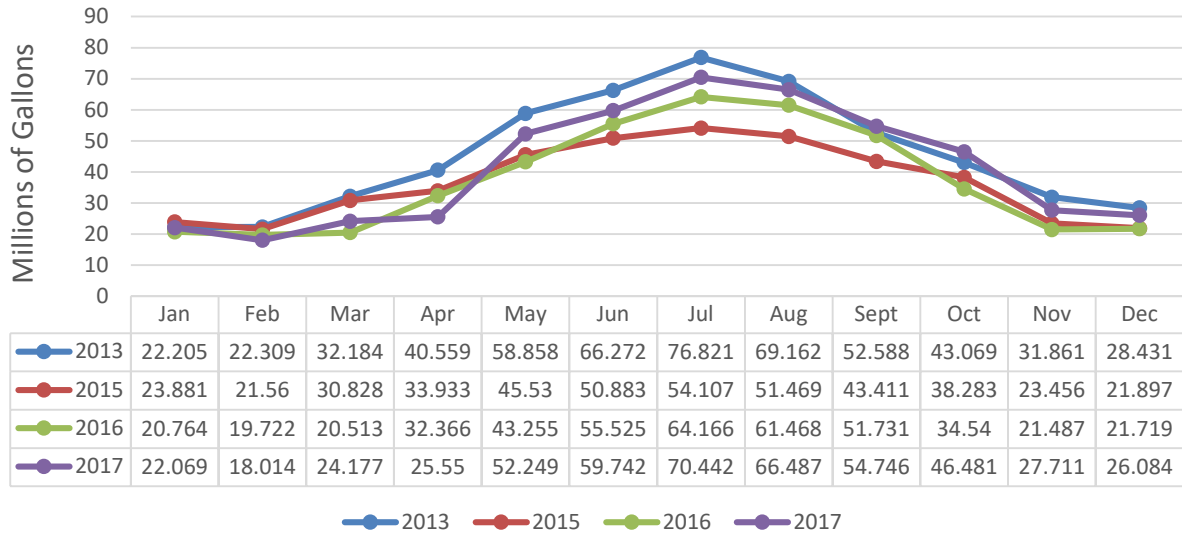
- Public Works Crews filled pot holes in various locations throughout the City.
- Street sweeping was performed this week. Street sweeping will continue weekly throughout the winter months.
- Public Works Crews have completed stump grinding and have replaced curbs, gutters, and sidewalks.

- Crews poured a concrete slab at the Eagle Meadows well house for a storage area for mowers.
- Crews developed an area for a concrete slab along the levy at the sewer plant in preparation for new a storage building to be installed this spring.
- Public Works Crews cleaned storm drains in preparation for upcoming rain storms.
- Crews repaired a 2" water on South Ohio Street.
- Crews removed sidewalk and the drive entrance in front of 630 Washington Street in preparation for new sidewalk and drive entrance being installed by the business owner's contractor.
- Crews are replacing curb and gutter on Washington Street, north of the tennis courts, at Vierra Park.
- Public Works Crewmember Mike Little repaired a radiator leak on our Vac Truck.
- Crews have started bi-annual clearing of trash and debris in alleys throughout the City.

Department of Public Works Activity	
Water Leaks Repaired	2
Water Encoder Receiver Transmitter installed/Replaced (ERT's)	0
Sewer Plugs	1
Tree Removal/Trimmed	0
Water Related Service Calls	2
Sewer Related Service Calls	2
Under Ground Service Alerts (USA's)	6
Park Related Service Calls	0
Other Service Calls	0

Production Well	Volume Pumped	Calc. Fl	Calc. Chlor
Eagle Meadows	17.513 M.G.	.63 mg/l	.2324 mg/l
Spruce	00.000 M.G.	.00 mg/l	.0000 mg/l
Wilson	00.000 M.G.	.00 mg/l	.0000 mg/l
Little Ave.	00.000 M.G.	.00 mg/l	.0000 mg/l
Liberty	8.571 M.G.	.65 mg/l	.2451mg/l
Parkside	00.000 M.G.	.00 mg/l	.0000 mg/l
Monthly Water Production			
Total water pumped to system:			26.084 M.G.
Ave. chlorine residual in the system:			.25 mg/l
Ave. tested fluoride in the system:			.69 mg/l
Lab tested fluoride in the system:			.7 mg/l

Comparative Water Usages for 2013-2018



Past Month's Flow's at the Waste Water Treatment Plant

Total flow to the Plant was 39.497 gals.

Flow from Butte County Housing Authority was 488,800 gals.

City Council Formal Calendar

- The City Council will hold its next Regular City Council meeting on Tuesday, January 16th at 6:00 pm at City Hall.
- The Butte County Board of Supervisors Agenda for the 9:00 am meeting on Tuesday, January 23rd in Oroville can be accessed at the following link:
<http://www.buttecounty.net/boardofsupervisors/BoardMeetings.aspx>

Thank you for your ongoing support and guidance.

Respectfully,

Paul

Gridley City Council – DRAFT City Council Meeting Minutes

Monday, December 18, 2017; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

CALL TO ORDER

Mayor Hall called the meeting to order at 5:58 p.m.

ROLL CALL

Councilmembers

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

Staff present:

Paul Eckert, City Clerk
Tony Galyean, City Attorney
Mike Hensley, IT Director
Daryl Dye, Electric/Public Works Superintendent
Dean Price, Police Chief
Ross Pippitt, Public Works Supervisor

PLEDGE OF ALLEGIANCE

Vice Mayor Johnson led the Pledge of Allegiance.

INVOCATION

The invocation was provided by Bishop John Walton, Church of Jesus Christ of Latter-Day Saints.

PROCLAMATIONS - None

COMMUNITY PARTICIPATION FORUM

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

CONSENT AGENDA

1. City Services Update
2. City Council minutes dated November 20, 2017
3. Finance Director Employment Agreement Approval

Vice Mayor Johnson pulled item #3 for discussion and asked whether the Finance Director’s Agreement presented tonight is the same format and content as other department head agreements that were edited about a year and a half ago. Administrator Eckert replied that it is

the same with one change. The previous agreements lacked the wording indicating the employee's health insurance contribution. All employees pay this, and have been paying it, so it is nothing new, it was just added to this agreement whereas the other agreements are missing it.

With this being clarified, motion to approve the consent agenda was made by Vice Mayor Johnson, seconded by Councilmember Davidson.

ROLL CALL VOTE

Ayes: Davidson, Hall, Williams, Borges, Johnson

Motion passed, 5-0

PUBLIC HEARING

4. Public Hearing to receive public testimony on the City's intention to approve Resolution No 2017-R-031: A Resolution of the City Council of the City of Gridley Amending Gridley's Master Fee Schedule to Modify Title 13 (C), Electric Charges

Administrator Eckert reviewed the staff report with Council. Items reviewed included an explanation of the current financial crisis, the causes that led to the crisis and actions taken to this point to help reduce the deficit.

Mayor Hall opened the public hearing and seeing no one present wishing to speak on the item, the hearing was closed.

Councilmember Davidson asked what would happen if this increase was not approved. Administrator Eckert replied that there would have to be serious conversations as early as February/March of next year regarding what actions would need to be taken regarding staffing covered by the General Fund and how to avoid bankruptcy as a City.

After discussion, motion to approve Resolution No. 2017-R-031 by Councilmember Davidson, seconded by Mayor Hall.

ROLL CALL VOTE

Ayes: Davidson, Hall, Williams

Nays: Johnson, Borges

Motion passed, 3-2

OTHER ITEMS FOR COUNCIL CONSIDERATION - None

CITY STAFF AND COUNCIL COMMITTEE REPORTS

Councilmember Borges reported that he attended a meeting at Butte County Association of Governments.

Vice Mayor Johnson attended the Butte County Mosquito and Vector Control District meeting.

Councilmember Davidson reported on a meeting he attended at the Northern California Power Agency.

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

Sewer Pond Improvements and Policies	2/20/2018
General Fund fee study work session	2/20/2018
AM/PM Application	1/15/2018

CLOSED SESSION - None

ADJOURNMENT – At 6:40 p.m., Council adjourned to January 15, 2018.

Paul Eckert, City Clerk

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY
APPOINTING REPRESENTATIVE AND ALTERNATE REPRESENTATIVE TO THE NORTHERN
CALIFORNIA CITIES SELF INSURANCE FUND BOARD OF DIRECTORS**

WHEREAS, the City of Gridley, (the “City”) is a party to the Joint Exercise of Powers Agreement for the Northern California Cities Self Insurance Fund (the “Joint Exercise of Powers Agreement”), and, as such, is a founding Member Agency of the Northern California Cities Self Insurance Fund (“NCCSIF”), as that term is defined in the Joint Exercise of Powers Agreement, and

WHEREAS, pursuant to the Joint Exercise of Powers Agreement, each Member Agency of NCCSIF is required to appoint a Director and an Alternate Director to act in the Director’s absence, to represent the City as if the City itself were present and acting on the NCCSIF Board of Directors for all matters which come before such Board of Directors, and for the Director to be eligible for serving on the NCCSIF Executive Committee; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby appoints the Director of Finance to serve as its Director on the NCCSIF Board of Directors to act on behalf of the City, a Member Agency of NCCSIF, on all matters to come before the Board of Directors, as if the City itself were present and acting at such meeting, and for such Director to be eligible for serving on the NCCSIF Executive Committee; and appoints the Accounts Payable Senior Account Technician to serve as Alternate Director in the absence of the Director.

BE RESOLVED FURTHER, that the Director of Finance, or a designee, be instructed to inform the Secretary of NCCSIF of the above appointment by sending a certified copy of this Resolution to NCCSIF’s business office.

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at a regular meeting of the City Council of the City of Gridley held on the 16th day of January, 2018, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ATTEST:

APPROVE:

Paul Eckert, City Clerk

Frank Hall, Mayor

City Council Item #4
Staff Report

Date: January 16, 2018

To: Mayor and Councilmembers

From: Donna Decker, Planning

x	Regular
	Special
	Closed
	Emergency

Subject: **Adopt Resolution No. 2018-R-001:** A resolution to enter an agreement with the State of California Department of Transportation for the maintenance of frontage improvements, lighting, landscaping, irrigation and any other components within the State right-of-way for the parcel located at 1513 Highway 99 (APN 010-200-050) and to authorize the City Administrator to execute the agreement on behalf of the City Council.

Recommendation

City staff respectfully recommends the City Council:

1. Adopt Resolution No. 2018-R-001.

Discussion

The conditions of approval for the Site Development Plan Review 03-17, approved by the Planning Commission on June 7, 2017 for the redevelopment of the McDonald's fast food restaurant and drive-thru, required an encroachment permit from the State of California Department of Transportation (Caltrans). Caltrans required a maintenance agreement for landscaping, lighting, and frontage improvements within the State right-of-way for the approval of the encroachment permit. Caltrans will not enter such agreements with the property owner and requires the responsibility to be accepted by the municipality. The State requires approval by resolution of the City Council to effect the agreement. The responsibility for the maintenance of the improvements described within the agreement will be transferred to the property owner via separate agreement between the City of Gridley and McDonald's Corporation (Exhibit B).

Financial Impact

There are no direct costs associated with this effort.

Compliance with City Council Strategic Plan or Budget Goals

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

Public Notice

A notice was posted 72 hours in advance of the City Council meeting at City Hall, made available at the Administration public counter, and placed on the City website for review. At the time this report was prepared no comments had been received.

Environmental Review

No environmental review is required.

Attachments –

1. Resolution No. 2018-R-001
2. Exhibit A- Agreement BUT99 PM R3.87-R3.91, Encroachment Permit 0317-6CD0645
3. Exhibit B-Agreement transferring responsibility to owner; City of Gridley x McDonald's Corporation

A RESOLUTION TO ENTER AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF FRONTAGE IMPROVEMENTS, LIGHTING, LANDSCAPING, IRRIGATION AND ANY OTHER COMPONENTS WITHIN THE STATE RIGHT-OF-WAY FOR THE PARCEL LOCATED AT 1513 HIGHWAY 99 (APN 010-200-050) AND TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE AGREEMENTS ON BEHALF OF THE CITY COUNCIL

WHEREAS, on June 7, 2017, the Planning Commission approved the Site Development Plan Review 03-17 for the redevelopment of 1513 Highway 99, APN 010-200-050, the McDonald's Corporation fast food restaurant and drive-thru; and,

WHEREAS, the State of California issued Encroachment Permit No. 0317-6CD0645 with the condition a Landscape Maintenance agreement be effected between the State of California and the City of Gridley to ensure improvements were maintained in accordance with the approved plans and State Standard Specifications; and,

WHEREAS, the City of Gridley will enter an agreement for the maintenance of such improvements, and that said maintenance responsibility(ies) will be transferred to the property owner known as McDonald's Corporation, a Delaware corporation formerly known as McDonald's corporation, d.b.a. Delaware McDonald's Corporation, a Delaware corporation, et. al.; and,

WHEREAS, the City Council desires to authorize the City Administrator to execute such agreements on behalf of the City Council.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Gridley authorizes the City Administrator execute an agreement between the City of Gridley and the State of California for BUT99 PM R3.87-R3.91, Encroachment Permit 0317-6CD0645 in accordance with the attached Exhibit A; and,
2. The City of Gridley authorizes the City Administrator to execute an agreement between the City of Gridley and McDonald's Corporation, a Delaware corporation formerly known as McDonald's corporation, d.b.a. Delaware McDonald's Corporation, a Delaware corporation, et. al. to transfer the responsibilities in the agreement BUT99 PM R3.87-R3.91, Encroachment Permit 0317-6CD0645 from the City of Gridley to the McDonald's Corporation as required by the Conditions of Approval for SDP 03-17 in accordance with the attached Exhibit B.

I HEREBY CERTIFY that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a special meeting held on the 16th day of January, 2018 by the following vote:

AYES: AGENCY MEMBERS

NOES: AGENCY MEMBERS

ABSTAIN: AGENCY MEMBERS

ABSENT: AGENCY MEMBERS

ATTEST:

APPROVE:

Paul Eckert, City Clerk

Frank Hall, Mayor

**LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 99 WITHIN THE CITY OF GRIDLEY**

THIS AGREEMENT is made effective this _____ day of _____, 20_____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the City of Gridley; hereinafter referred to as “CITY” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE’s right of way by Encroachment Permit Number 0317-6CD0645.
2. This Agreement addresses CITY responsibility for the sidewalk, driveway, planting, irrigation system (collectively the “LANDSCAPING”) placed within State Highway right of way on State Route 99, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
 - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter “MAINTAIN/MAINTENANCE”) of LANDSCAPING as shown on said Exhibit “A.”
 - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE’s consent or initiation within the limits of the STATE’s right of way herein described which affects PARTIES’ division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit “A” which will be made a part hereof and will thereafter supersede the attached original Exhibit “A” to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and

through their authorized representatives. No formal amendment to this Agreement will be required.

2. CITY agrees, at CITY expense, to do the following:

- 2.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
- 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
- 2.3. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE's right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
- 2.4. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
- 2.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
- 2.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
- 2.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
- 2.9. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
- 2.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

- 2.11. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District Maintenance at 703 B Street Marysville, CA 95901.
- 2.12. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- 2.13. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
- 2.14. To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
- 2.15. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
- 2.16. To MAINTAIN all sidewalks within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks or the LANDSCAPING in an expeditious manner.
- 2.17. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
- 2.18. To allow random inspection of LANDSCAPING and sidewalk by a STATE representative.
- 2.19. To keep the entire landscaped area policed and free of litter and deleterious material.
- 2.20. All work by or on behalf of CITY will be done at no cost to STATE.
3. STATE agrees to do the following:
 - 3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
 - 3.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.

4. LEGAL RELATIONS AND RESPONSIBILITIES:

- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.
- 4.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.
- 4.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.
- 4.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. PREVAILING WAGES:

- 5.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor

Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

- 5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.
6. **INSURANCE** - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
7. **TERMINATION** - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
8. **TERM OF AGREEMENT** -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF GRIDLEY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor

MALCOLM DOUGHERTY
Director of Transportation

By: _____
Amarjeet S. Benipal, District Director

ATTEST:

By: _____
City Clerk

As to Form and Procedure:

By: _____
City Attorney

By: _____
Attorney
Department of Transportation

[illegible]

CORE STATES



GROUP

4240 East Juncosa Street
Suite 200
Ontario, CA 91761
Phone (909) 467-5907
Fax (909) 467-8917

City of Gridley
685 Kentucky Street
Gridley, CA 95948

City of Gridley
685 Kentucky Street
Gridley, CA 95948

CITY OF GRIDLEY, a municipal corporation)
First Party)

McDonald's Corporation, a Delaware corporation)
formerly known as McDonald's corporation,)
d.b.a. Delaware McDonald's Corporation,)
a Delaware corporation, et. al.)
APN 010-200-050)

This agreement is made and executed effective this _____ day of _____, 20____, by and between the CITY OF GRIDLEY, a municipal corporation (hereafter called "City") and McDonald's Corporation, a Delaware corporation formerly known as McDonald's corporation, d.b.a. Delaware McDonald's Corporation, a Delaware corporation (hereinafter called "Owner"), together referred to as "PARTIES" with reference to the following facts:

Whereas, Parties desire to work together to allocate their respective obligations relative to the newly constructed or revised improvements within the right-of-way of the State of California;

Whereas, Owner, is the owner of certain real property located at 1513 Highway 99, Gridley, California 95948, APN 010-200-050, and legally described and shown on "Exhibit A" of this agreement, known herein as the "Property";

Whereas, Owner's "Maintenance Responsibilities" are described and/or illustrated in Exhibit "B", attached hereto and made a part of this agreement.

In consideration of the mutual covenants and promises herein contained, CITY and OWNER agree as follows:

1. Owner shall have all maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance (collectively hereinafter "Maintain/Maintenance") to the real property described in Exhibit "A" and also agrees to assume the City responsibilities as described within the agreement between the City and the State Department of Transportation, herein attached and included as Exhibit "B" and as may be amended or revised in the future from time-to-time as the case may be which any such future amended or revised agreement shall supercede and control.
2. If Owner ceases to maintain the maintenance responsibilities to the satisfaction of City as provided by this agreement, City may either undertake to perform that maintenance on behalf of Owner at Owner's expense to restore the site to the condition required by the approvals granted for the property improvements under SDP 03-17 approved June 7, 2017 and the encroachment permit granted by the State of California, 0317-6CD0645 and agreement BUT99 PM R3.87-R3.91, 0317-6CD0645. Should the City be compelled to complete the work because of the failure or refusal of Owner to do so, Owner and all its representatives, hereby expressly consents and agrees to allow the City access to and entry upon the property owned and/or controlled by Owner consisting of the Property and any other necessary property interest. The right of entry provided by this agreement shall extend to the City's contractors, agents, designees, and employees to the full extent necessary to complete the work. Owner hereby agrees to pay said City expenses within thirty (30) days of receipt of billing by City. Prior to City performing any maintenance or maintenance responsibilities, City will provide written notice to Owner to cure the default and Owner will have thirty (30) days within which to affect the required maintenance. Written notice, at a minimum, consists of mailing notice to the Owner, by the City using first class mail. Should the Owner refuse to correct the maintenance failure requiring the City and its agents to perform the work, and any said billing remains unpaid by the Owner, the City may use any available legal remedy to recover costs for said maintenance including placement of a property lien and or other encumbrance and/or formation of a financing entity. The Owner will be responsible for the payment of all fees, attorney fees, filing fees or any financial burden to the City as a result of the costs of the City performing the work and the cost of billing and labor to

receive reimbursement for said work. The actions to remedy the site includes the on-site property and the off-site improvements. Any action taken to rectify deficient maintenance must be consistent with the conditions of approval and the approved plans under SDP 3-17 applicable to the property.

3. Owner waives for itself and its successors any objection and/or protest to the methods and costs the City must pursue to receive payment; and, Owner agrees to pay all costs associated therein including attorneys fees, expert witness and consultant fees.
4. This agreement shall be recorded against the Property and shall constitute an equitable servitude thereon in accordance with California Civil Code Section 1468. Owner consents to the recording of this agreement in the Official Records of the County of Butte against the parcel(s) subject to this agreement. Owner agrees to notify any successor owner of the existence of this agreement and the terms and conditions therein. Owner is solely responsible to ensure disclosure. Disclosure should also be shown on any Title Report.
5. This agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated.
6. This agreement constitutes the full written agreement of the Parties, and no agreements or understanding not set forth herein shall be recognized. This agreement may be modified only in writing executed by the Parties hereto. The person(s) signing this agreement on behalf of Owner warrants and represents that he or she has the authority to execute this Agreement on behalf of Owner and to bind Owner to the terms and conditions stated herein.
7. In the event City exercises its right of entry or any other action related to the Property and the frontage improved area extending between the north and south property line extensions easterly, Owner hereby agrees to protect defend, indemnify, and hold City free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by City arising in favor of any party including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the City) and without limitation by enumeration all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, this agreement. Owner agrees to investigate, handle, respond to, provide defense for and defend with counsel acceptable to City any such claims, demand, or suit at the sole expense of the Owner. Owner also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are adjudicated as groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Owner or the City or to enlarge in any way the Owner's liability, but is intended solely to provide for indemnification of City from liability for damages or injuries to third persons or property arising from Owner's performance pursuant to this agreement.

8. This agreement is subject to the laws and jurisdiction of the State of California. Initial venue for any legal proceeding brought in conjunction with this agreement shall be the Superior Court of the County of Butte, State of California. Each party waives any federal court removal and/or original jurisdiction rights it may have.

9. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:

- a. The Owner shall save, keep, hold harmless, defend, and indemnify City from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the Owner, any of Owner's employees, or any subcontractors.
- b. The Owner shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.
- c. If any judgement is rendered against City for any injury, death, or damage caused by Owner as a result of work performed or completed pursuant to this agreement, Owner shall, at its own expense, satisfy and discharge any such judgement rendered against City. As used above, the term City means City of Gridley officers, agents, employees, contract professionals, and volunteers.

10. INSURANCE:

- a. Owner shall file with the City concurrently herewith a Certificate of Insurance, in companies acceptable to City, with a Best's Rating of no less than A:VII showing.
- b. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:
 - i. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
 - ii. Each Worker's Compensation policy shall be endorsed with the following specific language:
 1. Cancellation Notice- "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Gridley."
 2. Owner shall require all contractors and subcontractors to maintain adequate Worker's Compensation insurance.

Certificates of Worker's Compensation shall be filed forthwith the City of Gridley upon demand. This requirement shall also be in accordance with the State of California.

c. GENERAL LIABILITY INSURANCE:

- i. Comprehensive General Liability or Commercial General Liability insurance covering all operation by or on behalf of Owner, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 1. Products and completed operations;
 2. Contractual liability insuring the obligations assumed by Owner in this agreement; and,
 3. Broad form property damage (including completed operations)
 - a. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to Owner's work under the contract.
- ii. One of the following forms is required:
 1. Comprehensive General Liability;
 - a. If Owner carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - i. One million dollars (\$1,000,000) each occurrence;
 - ii. One million dollars (\$1,000,000) aggregate.
 2. Commercial General Liability (Occurrence);
 - a. Owner carries a Comprehensive General Liability (Occurrence) policy the limits of liability shall not be less than:
 - i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii. One million dollars (\$1,000,000) for Products Completed Operations;
 - iii. One million dollars (\$1,000,000) General Aggregate.
 - b. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million (\$2,000,000).

3. Commercial General Liability (Claims Made).

- a. Owner shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of City, which consent, if given, shall be subject to the following conditions:
 - i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii. One million dollars (\$1,000,000) for Products Completed Operations;
 - iii. One million dollars (\$1,000,000) General Aggregate.
- b. The insurance coverage provided by Owner shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

d. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- i. "The City of Gridley, its officers, agents, employees, contract professionals, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this agreement."
- ii. "The insurance provided by the Owner, including any excess liability or umbrella form coverage, is primary coverage to the City of Gridley with respect to any insurance or self-insurance programs maintained by the City of Gridley and no insurance held or owned by the City of Gridley shall be called upon to contribute to a loss."
- iii. "This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice, certified mail, to the City of Gridley."

e. AUTOMOBILE LIABILITY INSURANCE:

- i. Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- ii. Covered vehicles should include owned, non-owned, and hired vehicles (automobiles/trucks) of all sizes.

11. Any notices provided pursuant to the agreement shall be provided by personal delivery, or by U.S. Certified Mail to the following address:

If to the City of Gridley:

City of Gridley
685 Kentucky Street
Gridley, CA 95948

If to the Owner:

McDonald's Corporation
2915 Jorie Blvd.
Oak Brook, Illinois 60523

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first written above.

CITY OF GRIDLEY

By:

Paul Eckert
City Administrator

Approved as to form and procedure:

Anthony Galyean
City Attorney

OWNER

McDonald's Corporation, a Delaware corporation
formerly known as McDonald's Corporation, d.b.a.
Delaware McDonald's Corporation, a Delaware
corporation

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

(Notary acknowledgement required for each
signature along with verifying authority to sign)

Attachments:

Exhibit A

- A.1 Description of Landscape Maintenance, Site, and Building Maintenance Responsibilities
- A.2 SDP 3-17 Civil and Architectural Plans
- A.3 SDP 3-17 Landscape Plans L-1 – L-4
- A.4 Declaration of Acceptance

Exhibit B BUT99 PM R3.87-R3.91, 0317-6CD0645 Agreement between the City of Gridley and State of California

City Council Item #5

Staff Report

Date: January 16, 2018

To: Mayor and Councilmembers

From: Paul Eckert, City Administrator and Donna Decker, Planning

X	Regular
	Special
	Closed
	Emergency

Subject: **Appeal of Site Development Plan Review No. 4-17;** An appeal of the December 11, 2017 Planning Commission approval for an application for a site development plan to develop a 3,180 square foot convenience market, an 8-MPD (pump) fuel canopy, and a 938 square foot carwash located on a portion of an approximately 2.74 acre site located at 1646 Hwy 99 on the east side of Highway 99, south of Hazel Street. (010-210-057). The project will utilize the existing driveway on the northerly parcel consisting of approximately 0.28 acre, located at 2520 Hwy 99. (010-210-058)

Recommendation

City staff respectfully recommends the City Council:

1. Determine the project is Categorically Exempt per the California Environmental Quality Act, Section 15332(a-e), Class 32, Infill Development Projects; and,
2. Deny the appeal and approve Site Development Plan Review 4-17.

Summary

On December 11, 2017, the Planning Commission reviewed and approved the Site Development Plan Review No. 4-17 to develop the parcel located at 1646 Highway 99. The site is the location of the past McConnell Chevrolet. It is currently tenanted with two users; Bi-County Irrigation and Hazel Street Vintage & Company.

The development will subdivide the parcel into two parcels; 1) the AM/PM will front on Hwy 99 and 2) a parcel will be located to its east for future development.

An appeal of the Planning Commission decision was filed on December 19, 2017. Jointly, eight individuals who have interest in similar businesses signed the appeal. The appeal is based upon the proposed business in direct competition with existing businesses. The appeal notes the longevity of these businesses and that livelihoods will be impacted by allowing the AM/PM to proceed.

The site is consistent with the General Plan land use designation, zoning designation of C-2, General Commercial. The site is underutilized and considered infill development. Staff recommends the City Council deny the appeal and uphold the approval by the Planning Commission.

Discussion

Location

The subject site is an approximately 2.74-acre parcel located on the east side of Highway 99 south of Hazel Street. The use of the surrounding properties is commercial adjacent to the west, north and south boundaries with single family residential also located to the north. The parcel is contiguous to Fairview Street at the east property boundary.

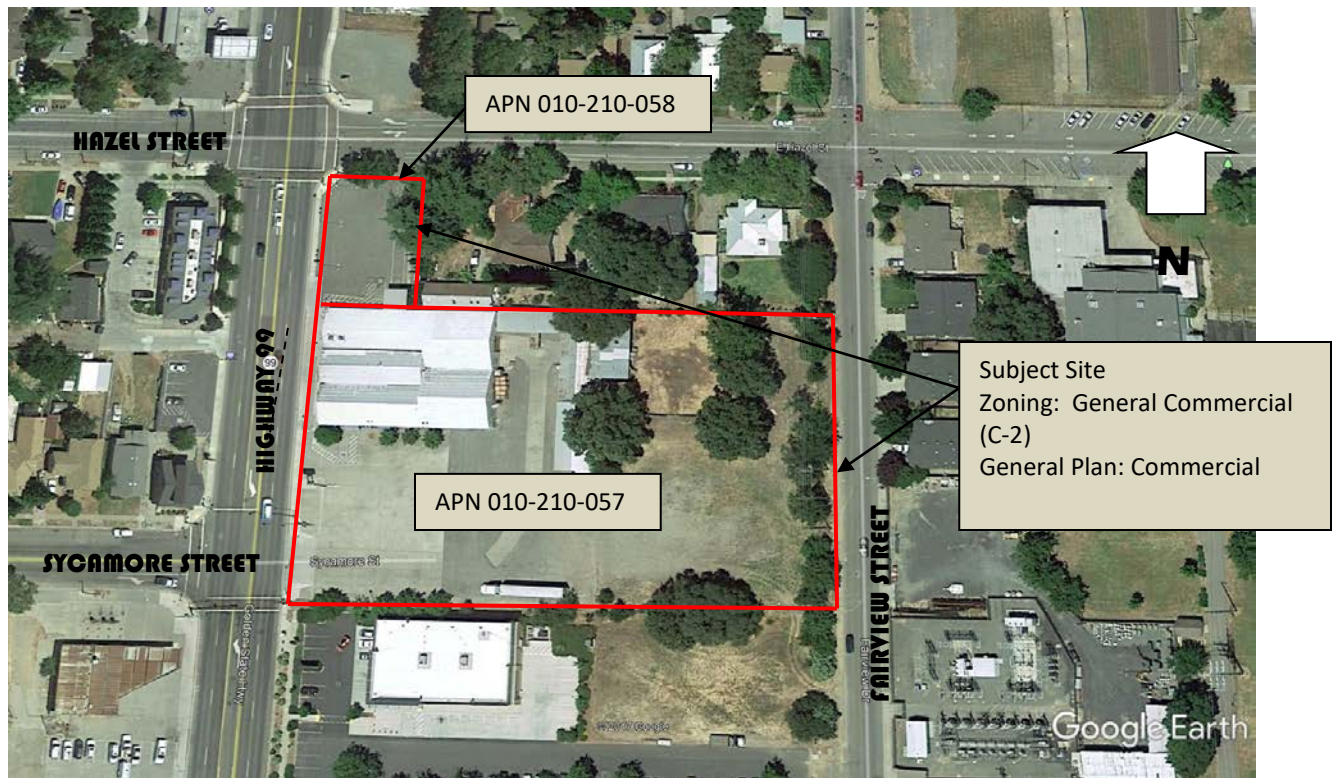


Figure 1: Location Map

General Plan and Zoning

The General Plan designation for the parcels is Commercial and the zoning designation is General Commercial (C-2). The proposed use for a fuel station and mini market are allowed uses and no additional entitlement is required for development excepting the processing of a Parcel Map and sign review approval.

Site Design

The site is entered from Highway 99 at the existing signalized 48'-2" driveway apron located directly across Sycamore Street. This access will be a joint use drive to provide ingress to the AM/PM and to the yet to be developed site on the east side adjacent to Fairview Street. The site will be exited by this same 48'-2" access drive and by the existing driveway located on the adjacent parcel to the north. This access is signalized at Sycamore Street. The parcel to the north would be required to have ingress/egress restrictions for right in/right out turning movements. Signage will also need to be provided at the north driveway requiring "Right Turn Only" to insure the public is informed. A condition of approval has been provided.

The proposed site design keeps the existing curb, gutter, and sidewalk at the front of the parcel adjacent to Hwy 99.

The City has recently been engaged in discussions with District 3, Caltrans, related to planned improvements along the Highway 99 corridor. The City has also prepared planning documents to increase the safety of the pedestrian along the corridor. Due to the future improvements of the Highway 99 corridor and the City of Gridley studies, the project has been conditioned to remove the sidewalk and provide the landscape as separation at back of curb to the sidewalk. The transition will be at the driveways. Caltrans has noted there may be conflicts in truck turning radii and some relocation of equipment may be required for an encroachment permit. The comments from Caltrans received after the Planning Commission hearing have been incorporated into the conditions of approval should the project be approved and the appeal overturned.

The pedestrian path of travel from the Highway 99 sidewalk at the north property line is striped to the island near the parking area. It appears this is a ramp up. This location should be modified to allow landscaping that can accommodate a tree.

The site is configured with the following constructed elements:

• Building Footprint	3,180 Sq. Ft.	7.5%
• Car Wash (Future)	1,056 Sq. Ft.	2.5%
• Fuel Canopy Area	4,408 Sq. Ft.	10.5%

The areas described above may vary when actual construction drawings are prepared for submittal.

The site will also disrupt the parcel that is being created via a Parcel Map. When demolition, remove or replace or the addition of utilities are constructed, the surfacing should be replaced in kind and should be placed in such a quantity to ensure longevity. A path of travel from Fairview should be provided as well. The Gridley High School is an open campus and it is anticipated that the AM /PM will be a lunchtime destination point. Therefore, a sidewalk should be provided along the frontage and into the site that is a safe path of travel. The project has been conditioned.

Parking

The site has dual uses as a fuel station, retail market and a car wash. In accordance with Chapter 17.76, the code requires a minimum of one space for every 300 square feet for general sales and retail, service stations require 1 space for every 3,000 square feet of land area and the car wash would be considered retail also requiring 1 space for every 300 feet:

• Mini market	3,180 sf	$1/300=10.6$	11 Spaces
• Fuel Station	42,146.50 sf	$1/3,000=14.0$	14 Spaces
• Carwash	1,056 sf	$1/300=3.52$	4 Spaces
Total Parking required:			29 Spaces

The site plan indicates there are 16 spaces provided along the west and south sides of the mini market. Under the fuel canopy another 16 spaces are provided for fueling and oftentimes patrons leave their car parked as they go into the market. This provides a total of 32 spaces meeting the parking requirements for the development.

Building Design

The building design offers a contemporary design that reflects typical architecture. The design provides for a stucco finish, crown detailing at the parapet, and screening for the roof mount equipment. The colors are pleasant and will blend with other adjacent new construction such as Auto Zone and Ace Hardware. The exterior will be a three-coat stucco application. The fuel canopy is depicted on sheet A5. The applicant has provided a standard plan to show the colors, canopy detailing all of which will look similar to the plan but bigger. Plan sheet A7 provides a photo simulation of what the development will appear to look like when the site is completed.

The trash enclosure utilizes split face block to match the building colors. The project has been conditioned to provide a cover in accordance with Section 17.72.100 of the Gridley Municipal Code.

Site Operation

The applicants have further notified the Planning Department that the site will be operated on a 24-hour basis and will also sell beer and wine. The General Commercial zoning designation is silent related to hours of operation and there is no restriction to beer and wine sales other than approval and licensure through ABC. No conditions restricting the hours or sales have been added to the conditions.

Landscaping

The landscaping plan is a good start for the project; however, a landscape documentation package will need to be submitted in accordance with Title 13 of the Gridley Municipal Code. This will include the irrigation, water usage calculations, and other requirements that are outlined in the Title. The project will be conditioned to submit landscape and irrigation plans and water use calculations at the time of building permit application unless otherwise requested by the applicant.

Appeal

The City Council is considering this project because the Planning Commission approval has been appealed. A Site Development Plan review is a Planning Commission decision unless appealed.

The appeal filed states concerns related to:

1. Lack of population growth within the City boundary proper;
2. Traffic flow;
3. Location;
4. Existing business ownership/competition;
5. Revenue loss of existing businesses.

Albeit these are personal concerns of the appellants, the appeal is not based upon a conflict the

proposal may have to its zoning land use designation, the Gridley Municipal Code, or incompatible land uses which are relevant to the project approval. The scope of the appeal is based on the loss of revenue to existing businesses as a result of a market competitive new business establishing itself.

Responses to concerns:

1. Lack of population growth within the City boundary proper

The City of Gridley has a low population growth rate. This is not a point of analysis for the project in that the review is directly related to land uses that are allowed. In this case, the site is an infill site, conforms to CEQA as such, and low population growth is not a point for analysis of the project because there is not impact from the project related to low population growth.

2. Traffic flow

The appeal notes that the level of traffic has not increased along the Highway 99 corridor sufficient to support the new AM/PM. Traffic is typically analyzed via an environmental review related to project specific impacts of traffic, not that there would not be enough traffic to support the business. The site has been developed for some time, was used as an auto dealership, and had signalization constructed to meet traffic demand. The project is categorically exempt because it is considered an infill site.

The applicant has conducted a market study for their use to determine the viability of their investment. This is not an area that staff considers in the evaluation of the project.

3. Location

The appeal notes that the traffic will create added congestion particularly in the movement from the site turning south at the signal. The intersection at the south entry (main 48'-2" wide driveway) to the site is Sycamore Street and is signalized. The turning movement from the north parcel is restricted to right in – right out.

The location is not an issue from a planning and land use review. The site is zoned General Commercial, appropriate for the use and traffic is signalized.

4. Existing business ownership/competition

The concern the business owners have is sincere; however, this is a free market economy and cities are not able to deny a project based upon market competition as the argument for appeal. The site has a General Plan designation of Commercial, a land use zoning designation as General Commercial (C-2) and

the proposed project is a permitted, allowed use in these land use designations.

5. Revenue loss of existing businesses

The approval of the proposed project does not encompass the consideration of business revenue loss to existing business'. This is related to market competition and the approval of the project does not consider this as an impact of the project.

Public Notice

A notice was posted in the Gridley Herald 10 days in advance of the City Council meeting, posted at City Hall, mailed to property owners within 300 feet of the project boundaries and mailed to the appellants of this action. The project documents have been made available at the Administration public counter, and placed on the City website for review. At the time this report was prepared no comments had been received other than the appeal noted above and attached herein as Exhibit A.

Environmental Review

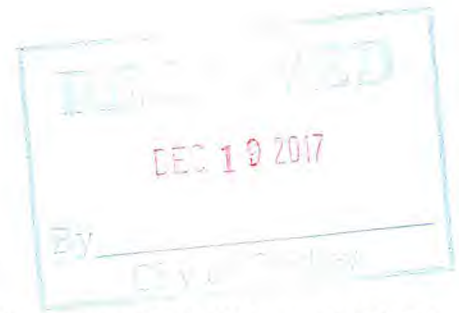
The proposed project is categorically exempt from CEQA per the California Environmental Quality Act, Section 15332(a-e), Class 32, Infill Development Projects.

Attachments –

1. Exhibit A- Appeal
2. Exhibit B-Conditions of Approval
3. Exhibit C- Project Plans.

December 15, 2017

To: Planning Commission and City Council – City of Gridley



We all named below are writing to oppose the proposed development of a 24 Hour - AM/PM Convenience Store to be built at the corner of Highway 99 and Hazel Street. This is a 3,180 square foot building and 8 pump fuel canopy with a 938 square foot car wash.

As current business owners in Gridley, we are directly affected by this proposal. We have several concerns as we all have invested many years of our lives serving the community of Gridley.

Population Growth – Per census statistics, Gridley has had very minimal population growth within the last 20 years. The census in 1997 was 4,660, and 2016 -2017 is at 6,586. This is growth of less than 2,000 people in a 20 year span.

Traffic Flow – Per Caltrans, the traffic flow on Highway 99 in 1997 during the peak hours was an average of 1,400 cars, 2016 data now show approximately 2,000 cars traveling thru Gridley. This is an increase of 600 cars again over the span of 20 years.

- The population growth at an average of 96 additional people **per year** and 30 additional cars **per year** traveling thru Gridley does not in any way support the large AM/PM 8 pump convenience store.

Location – Community members have a concern as to the traffic congestion this project will cause. Lynne Spencer from Chamber of Commerce was present at the planning meeting and voiced her concerns. Another local resident made the following point.

“What would be the ingress and egress point for any new business along the highway? Keep in mind that the center turn lane is clearly overburdened right now. Adding vehicles turning south when leaving a gas station, and crossing the highway - creates another impact point for an already dangerous stretch of road. Also, cramming more vehicles into the center lane to make a left turn into the gas station just adds to the congestion. Absent a 4 way signal light”.

This is also the entrance going into the High School, it's a high traffic intersection, and many of the school busses are in travel of this intersection.

Competition – It was mentioned at the planning meeting that competition is good for the community. The community already remains competitive with the businesses already established with minimal population growth within the city. We are not getting any new housing subdivisions and/or any large establishments that may bring in additional jobs and/or people into the community. We cannot rely on highway traffic to contribute to our businesses and be able to support a large initiative as AM/PM. We will not be able to compete with their gas pricing as they are able to sell gasoline at a lower price due to the sales volume and better contract pricing. The automobile industry is already looking towards increasing the number of electric cars that will become available within 2017-2020, which in itself will impose competition to the gasoline business.

AM/PM also serve hot foods as well as other convenience store stocked merchandise. The fast food sales will also imposes competition to our local fast food restaurants that have been in our town for quite some years.

In comparison to other areas, Gridley with its current population is already very competitive within the current businesses in town.

The City of Live Oak has 4 gas station/convenience stores with population of 6968.

The City of Paradise has 5 gas stations/convenience stores with population of 26,551.

Longevity and Ownership – All of the current gas stations and convenience stores have been fully operated by business owners themselves by being involved in the day to day operations. They all invest into our community by donating and supporting local events and businesses. An example of that is during the floods earlier this year when everyone had been evacuated, the Gridley Police Department reached out to Sam as the city was in need of fuel, water and food items. Without any hesitation Sam came and opened up his store, while Jeff took upon himself to open up his store to help. This is working together and fully supporting the Police Department and the community. This demonstrates loyalty and ownership in our town. Longevity in the community proves our business owners have been committed to this community and we would like to continue to operate their businesses successfully in the years to come.

Fast Trip - Owned and Operated by Donald Maciel (Butch) for 21 years.

Stohlman's Union Station - Owned and Operated by Jeffrey Palmer for 35 1/2 years and previously owned and operated by his grandfather for 33 years. Total of 68 years

7-Eleven - Owned and Operated by Sam and Kal Bhullar for 21 years

Mac's Market – Owned and Operated by Dean and Shannon McKelvey for 24 years

Fast Track – Owned and Operated by Manjit Singh Lally and Jawinder Kaur for 16 years

Revenue – It was mentioned by one of the planning commissioners that this would bring additional revenue to the city. How would that be possible if we have not increased in our population? It would be basically robbing one business to support another. If the City of Gridley had the growth by additional thousands of people over the last 20 years or so, this would be justifiable, but that is **not** the case here.

Diesel – Property Owner J.T. Kullar had mentioned that the city is not able to supply diesel to the farmers in the area. All of the gas station currently have diesel available at their locations with the exception of 7-Eleven.

Proposed Gas Station by Chander Sidher – Couple of years back Chander Sidher had proposed building a similar gas station in Gridley. At the time the project was not approved by the Board of Supervisors due to safety concerns. We feel similar safety concerns remain at this time with this project.

- We are not able to understand as to why this project is being approved by the planning commission (without even going to the city council) at this time when Chander Sidher's project was disapproved?
- We do not understand as to how this project is being approved without any communication to the community and businesses in the area that are directly impacted.
- We do not understand how it was not reviewed that currently all 5 gas stations have a total of 16 pumps and the planning commission approved a new development with 8 pumps, that is 50% of the market share of gasoline from other stores. How can the other business compete with that? (Again highlight the minimal population growth and traffic; this will directly impact other gas stations).
- How can the city not take into consideration the loyalty and longevity and agree with the possibility of these businesses being forced to close down with approval of the new development. For all of them their businesses are their source of income for themselves and their families.
- We feel the need to wait for Cal Trans's consideration as to how they will be expanding the highway in the near future. This will also impact the traffic and safety concerns.

We all realize growth and revenue is important to all cities and needs to happen to be able to grow. And we all agree and support that, but not by adding another convenience store. We as a community need to look at other options of bringing in manufacturing plants, healthcare facilities, and other services that will help provide jobs for large number of people.

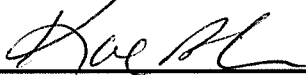

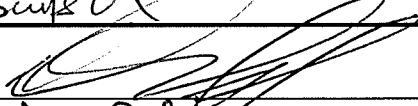
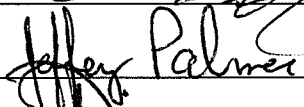
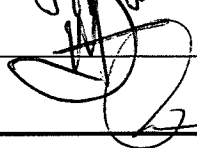
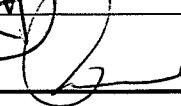
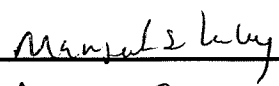
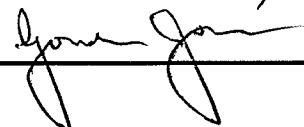
With taking all of the above into consideration the detriments to us are severe and obvious, there is no justification beyond self-interest of AM/PM and the property owners.

The services provided by the proposed AM/PM are neither unique nor needed, as evidenced by the abundance of similar businesses in close proximity. The harms it causes are neither necessary nor reasonable for business owners in Gridley.

We have stated our concerns and we all trust that the Board will consider all the detriments this request will cause the business owners who have served this community for many years and how they are directly and immediately affected as well as negatively impacted.

The Board has done so before, as it denied the proposed development of Chander Sidher's gas station and we trust that the Board will do it again in this case.

Thank you to All City and Planning Board Members

<u>Print Name</u>	<u>Signature</u>	<u>Date</u>
Kal Bhullar		12-18-19
SAM BHULLAR		12-18-17
DONALD MACOZ		12-18-17
Jeffery Palmer		12-18-17
DEAN MCKELVEY		12-18-17
Garland Kaur		12/18/17
Manjit S Lally		12/18/17
Gordon Jones		12/18/17

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Exhibit B
(CITY COUNCIL) CONDITIONS OF APPROVAL
Site Development Plan Review No. 4-17
1646 and 2250 Hwy 99 APN 010-210-057 and 010-210-058
January 16, 2018

Approved Use:

Site Development Plan Review No. 4-17; Application for a site development plan to develop a 3,180 square foot convenience market, an 8-MPD (pump) fuel canopy, and a 938 square foot carwash located on a portion of an approximately 2.74 acre site located at 1646 Hwy 99 on the east side of Highway 99, south of Hazel Street. (010-210-057) The project will utilize the existing driveway on the northerly parcel consisting of approximately 0.28 acre, located at 2520 Hwy 99. (010-210-058)

Conditions of Approval:

General

1. The approved use for SDP 4-17 shall be substantially as described within this staff report, submitted site plans, narratives, and applications on file in City Hall except as modified by the following conditions. Minor changes to the use, areas, etc. shall be subject to the review and approval by the Planning Department.
2. The applicant shall submit for review samples of colors and material to the Planning Department for review and approval at the time of building permit submittal.
3. The applicant/property owner shall file a Declaration of Acceptance of the Final Conditions of Approval within 30 days of Planning Commission approval. The application shall expire one (1) year from the date of Planning Commission approval unless a building permit has been secured prior to the one (1) year date. If no permit has been secured, the applicant/owner or his/her successor may apply for an extension of the Site Development Plan review. The proposed extension will meet all current requirements at the time of the request and shall be reviewed and approved by the Planning Commission.
4. All construction shall be in accordance with all the City of Gridley and the County of Butte currently adopted Building Codes; including but not limited to the Plumbing Code, Mechanical Code, Electrical Code, and the 2016 California Green Building Standards Code. The applicant shall submit a minimum of five (5) complete sets of plans for distribution to City of Gridley staff at the time of building permit application for review.
5. The applicant/owner shall pay permit fees to the County to obtain all building permits. The applicant/owner shall pay fees directly to the City of Gridley for: Development Impact Fees, Electrical Fees, Grading Permit fees, Drainage Fees, and site inspection/project verification fees. The applicant/owner is responsible to reimburse the City of Gridley for plan check costs that accrue for the project.

6. The applicant/owner shall submit plans meeting all conditions of approval for all work to the City of Gridley review for conformance to the Gridley Municipal Code prior to submittal to the County of Butte for building permit review.

Caltrans

7. Prior to construction, the applicant shall have all required approvals and an encroachment permit from Caltrans prior to performing any work within the state right-of-way.
8. A Landscape Maintenance Agreement shall be recorded between the City of Gridley and the property owner for the installation and maintenance of landscaping and other off-site improvements in a form suitable for recordation with the Butte County Recorder binding upon the property owner and his/her successor(s) in interest. All plants shall be maintained in a healthy, disease free condition. Water and fertilizer shall be applied as necessary to maintain their normal color and growth rate. Weak or broken branches shall be removed by pruning. Dropped or faded flowers, seed pods, dead foliage and leaves shall not be allowed to accumulate. Dead plant materials shall be replaced with healthy plants promptly throughout the life of the project development. Annual and perennial planting beds shall be weed and litter free.
9. The site shall be limited **at the north driveway located APN 010-210-058** for ingress/egress to right in, right out vehicular movement. Signs shall be posted at the exit drive as reviewed and approved by Caltrans/City of Gridley.

10. Coordinate with Caltrans to determine if additional right of way may need to be deeded at the time of the Parcel Map.

11. Sidewalks shall be replaced in accordance with the most recently adopted standards and shall not be less than six feet in width. Refer to "Site Design" conditions.

12. All driveways may need to be reconstructed to comply with ADA standards.

13. Coordinate with Caltrans to determine if the pole or any utilities are in conflict and/or need to be relocated.

City of Gridley/County of Butte

14. Plans for submittal shall incorporate all required 2016 California Green Building Standards Code or the most recently adopted code by the State of California and its revisions and requirements.
15. All site and building signage shall be submitted for review and approval by the Planning Department prior to placement on any structure or site location.

16. Complete off-site improvements shall be designed, reviewed and approved by the City Engineer and Caltrans prior to permit issuance. Off-site improvements shall be submitted for review and approval by the City of Gridley and Caltrans and shall include the construction of curb, gutter, sidewalk, plan and profile of in right-of-way utilities being tied into (sewer, water, and storm drain, manholes as required), landscaping buffer, irrigation components, fire hydrants, and all electrical connections. Relocation of any utilities or lighting or signalization shall also be shown on the plan and shall show existing location and the proposed new location.
17. The property owner shall enter a written agreement for the maintenance of the on-site building, site, and site amenities, paving, and walkways in a form suitable for recordation with the Butte County Recorder binding upon the property owner and his/her successor(s) in interest. This agreement, at a minimum, shall state that all facilities and related equipment, including lighting, fences building facades, and materials shall be maintained in good repair, free from trash, debris, litter and graffiti, and other forms of vandalism, and any damage from any cause shall be repaired as soon as reasonably possible to minimize occurrences of dangerous conditions or visual blight. All pavement markings shall be maintained so as to be clearly visible throughout the life of the development. Trash, debris, litter or graffiti shall be removed from the site and any facility or equipment as soon as practicable and in no instance more than forty-eight hours from the time of notification by the City. The agreement shall acknowledge that any costs incurred by City staff due to non-responsiveness by the owner or manager of the site will be the responsibility of the property owner not taken care of, the costs of any cleanup by City staff will be a fee born by the owner and his/her successor(s) in interest.
18. The applicant/owner shall submit an application for a Tentative Parcel Map for the land division as shown on the submitted plans. No construction or permits shall be released until the Tentative Map has been processed and reviewed and approved by the Planning Commission. The City may allow the release of a demolition permit, an encroachment permit, and a grading permit for the site.

Electrical

19. Prior to construction, the applicant shall obtain an encroachment permit or other instrument to work on City utilities within the state right-of-way. All work on utilities shall be coordinated with the Gridley Municipal Utility Department.
20. Decorative lighting in conformance to the Highway 99 corridor lighting requirements shall be provided and installed as determined by the City of Gridley Electrical Superintendent. The applicant shall provide a minimum of two decorative style 16 foot LED lights per driveway, fed from the AMPM transformer.
21. The applicant shall coordinate with the Gridley Municipal District Electrical Department for all utilities. The applicant proposes to construct an electrical loop and have service provided by the City of Gridley.

22. All electrical, water, and sewer services are to be supplied from Fairview Street.
23. Electrical service will require a primary 12kv pedestal to be installed to service the proposed location of the AMPM transformer.
24. A transformer may need to be purchased by the applicant; provide a minimum of 8-12 week delivery time, depending upon final load calculations. The applicant shall coordinate with the Utility Department.
25. Address lot 2001-0027971 sewer connection currently being serviced by the existing sewer line planned to be used by AMPM. The owner shall effect an easement agreement for the collection of effluent from the residences to the north which is a pre-existing condition. Utilities planned shall not be demolished as shown on the Demolition Plan until resolution of sewer services are resolved.
26. A separate water meter shall be provided to serve the landscape irrigation supply. All site metering shall be located as reviewed and approved by the Gridley Municipal Utility Department.
27. Abandon the existing 2" water service on the Highway 99 frontage. This will require exposing the existing 10" water main, remove the corp stop, and place a repair band around the tap. The applicant/owner is responsible for all required permits from the City and Caltrans and provide all required traffic control in accordance with the Standard Specifications (Caltrans).

Site Design

28. An exterior lighting plan shall be submitted for review and approval prior to permit issuance. The plan shall ensure that lighting is shielded or recessed to prevent direct glare and reflection is confined to the maximum extent possible to the site and does not go beyond the property boundaries. Exterior lighting shall be considerate of "Dark Sky" design and direct all lighting downward. Light foot-candles shall be at the lowest levels allowed and shall be placed on photovoltaic cells and sensor switches in conformance to the Green Building Code.
29. Outdoor refuse collection areas location and design shall comply with 17.72.100. A cover shall be provided the design of which shall be reviewed and approved by the Planning Department.
30. Bicycle racks and an enclosed bicycle storage area for employees shall be provided on the site.
31. The plans shall be modified to provide separated sidewalk along the frontage of the west property line contiguous to Highway 99 consistent with the adopted City of Gridley

Highway 99 corridor improvements.

32. The driveways shall be reviewed for consistency with the required ADA standards thus requiring removal and replacement. The contractor shall protect all Caltrans and City infrastructure, signaling and all utilities from damage. If damage occurs, the cost to repair and/or replace is born by the applicant/owner/contractor. No reimbursements of costs are available from the City, State, or County.
33. The location of the saw cut shall be revised to match with the proposed property line on the south and the north. The driveways shall be constructed of the same material; eg. Pcc concrete or asphalt concrete, but in no way, shall the driveway approaches have both materials leading to deformity and breakage over time. The applicant/owner shall coordinate with the City Engineer as to preference.
34. The pedestrian path of travel from Highway 99 to the mini market shall be revised in the island such that plant materials are provided. The parking spaces for up to 30% may be smaller in width to accommodate compact vehicles.
35. Verify the use of the large expanse of concrete on the south side of the mini market. Provide planter pockets for tree planting to shade the structure and reduce heat buildup on the site.
36. Provide a pedestrian path of travel from Fairview Street to the developed site/mini market for review and approval by the Planning Director and the City Engineer.
37. All infrastructure demolished, removed, or replaced on the easterly portion of the property shall be constructed in a safe manner as reviewed and approved by the City Engineer. The site shall be cleaned and all debris, vegetation, and weeds shall be removed resulting in a clean site prepared for construction. Any open soil or unpaved surface shall be hydro seeded or planted for complete coverage, with 70% coverage at the time of Certificate of Occupancy issuance.
38. Refer to condition number 45; a SWPPP shall be required and all BMPS installed prior to the commencement of work. Weekly site inspections are required per the GCP to ensure BMPs are correctly placed. Should there be measurable rain forecasted 24 hours in advance of such event, a REAP shall be prepared in accordance with the requirements of the State of California Water Resources Dept. (waterboards.ca.gov)
39. The applicant/owner shall enter an agreement with the property owner of Auto Zone to ensure the landscaping at the south is maintained and allowed to remain. The agreement shall be reviewed and approved by the City of Gridley prior to recordation with the County of Butte.

Engineering

40. Provide adequate fuel delivery vehicle turning area.
41. Provide a Geotechnical Report for the project site. (2 sets required upon submittal)
42. Civil Improvement Plans shall be prepared by a Civil Engineer licensed in the State of California.
43. Improvement plans shall include: Title Sheet, Existing Topographic Plan, Demolition Plan, Calculated Site Plan, Grading Plan, Drainage Plan, Utility Plan, Water Pollution Control Plan (Erosion Control Plan), appropriate details and Construction Notes. (5 sets required upon submittal)
44. Provide a hydrology report in accordance with the City's current Public Works Construction Manual. (2 sets required upon submittal)
45. All water connections will require back flow preventer devices.
46. Fire suppression water service shall be from Fairview Drive.
47. Provide a sanitary sewer manhole (SSMH) within the ROW east of the easterly property line on the existing 8" sewer line. Sewer onsite will remain private from the SSMH.
48. Provide City Engineer signature block on Title Sheet.
49. Approved Caltrans Encroachment Permit is required prior to approval of Improvement Plans.
50. Gridley is not a "Small MS4" as defined by the State Water Board. However, the project may be subject to the post construction storm water quality requirements (section XIII) of the State General Construction Permit (Order 2009-0009). The post construction water balance calculator is provided in SMARTS. An excel spreadsheet based on the SMARTS calculations can be found at https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml (see Appendix 2). If a general permit is required provide 2 sets of calculations.
51. Include Landscape Documentation Package and plans with the Civil Improvement Plans.

Building

52. The project shall ensure that all interior noise levels are met by construction practices.
53. Plans shall reflect the placement of all gutters and downspouts and depict the connection to the detention basin.
54. Provide required Title 24 Energy Calculations. All measures in the calculations shall be reflected on the plans.
55. Provide a Mechanical Plan for duct layout, system equipment requirements that conform to ACCA Manual J, S, and D analysis and calculations for heat loss and gain as required by the Building Code.

56. During construction, all Butte County Air Quality mitigation measures shall be complied with.
57. Prior to construction, BMP for storm water pollution control shall be in place. The applicant shall provide verification of all General Construction Permit requirements are met and in place.

Fire Department

58. Plans for submittal shall comply with all Fire Department requirements. The applicant shall contact the City of Gridley Fire Department/CalFire for review and approval of site development plans and fire sprinkler systems. Clearly show the fire riser location on the plans for review and approval. A minimum of two fire hydrants are required; one shall be located at the entry to the development within the Caltrans right of way, and one shall be located east of the drive aisle as reviewed and approved by Gridley Fire. Locations shall be established by the Gridley Fire Department/CalFire.
59. The site shall provide all special equipment as required to mitigate fuel fires. Any areas related to fire safety or access shall provide keys to the Gridley Fire Department.


$$1^{\circ} = 50'$$

C-STORE: 5 PER 1000 GROSS
SF

PARKING REQUIRED:
16 PARKING SPACES

PARKING PROVIDED:
16 PARKING SPACES PLUS
16 AT FUEL ISLANDS



N.T.S.

A1	COVER SHEET
A2	PRELIMINARY SITE PLAN
A3	FLOOR & ROOF PLANS
A4	COLOR BUILDING ELEVATIONS
A5	SIGN ELEVATIONS
A6	SITE CONTEXT
A7.0	3D VIEWS
A7.1	3D VIEWS

PD01	PRELIMINARY CIVIL DEMOLITION PLAN
PU02	PRELIMINARY UTILITY PLAN
PG03	PRELIMINARY GRADING PLAN
-	EXISTING SURVEY (2 PAGES)
L1.0	PRELIMINARY LANDSCAPE PLAN

OWNER
ARCO AM/PM
C/O KENNETH WOLD
2626 COBBLE ROCK WAY
EL DORADO HILLS, CA
281.995.5679
CONTACT: KENNETH WOLD
KENNETH.WOLD@BP.COM

ARCHITECT
CSHQA
1450 HARBOR BLVD, SUITE A
WEST SACRAMENTO, CA 95691
916.231.0881 x3003
CONTACT: ALISHA OLSON
ALISHA.OLSON@CSHQA.COM

LANDSCAPE ARCHITECT
CSHQA
200 BROAD ST
BOISE, ID 83702
208.343.4635
CONTACT: KYLE HEMLY

NEW 3,180 SF CONVENIENCE STORE,
1,056 SF CAR WASH AND GAS STATION WITH
UNDERGROUND TANKS.

APNs	010-210-057 & 058
ZONING	LIGHT COMMERCIAL (LC)
SITE AREA	0.97 AC
BUILDING AREA	4,236 SF
CANOPY AREA	4,408 SF

CITY OF GRIDLEY
PLANNING DEPARTMENT
685 KENTUCKY STREET
GRIDLEY, CA 95948
530.846.3631

CIVIL ENGINEER
MORTON & PITALO, INC.
75 IRON POINT CIRCLE, STE 120
FOLSOM, CA 95630
916.984.7621
CONTACT: JEFFERY THOMPSON
JTHOMPSON@MPENGR.COM

GEOTECHNICAL ENGINEER
WALLACE KUHL & ASSOCIATES
3050 INDUSTRIAL BLVD
WEST SACRAMENTO, CA 95691
916.372.1434
CONTACT: MICHAEL WATARI
MWATARI@WALLACE-KUHL.COM

50 HARBOR BLVD., SUITE A
WEST SACRAMENTO, CA 95691
TEL (916) 231-0881
FAX (916) 231-0887

THESE DRAWINGS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF WEST COAST PRODUCTS LLC AND ARCHITECT/ENGINEER, WHETHER THE PROJECTS FOR WHICH THEY WERE MADE ARE EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF SP WEST COAST PRODUCTS LLC ARCHITECT/ENGINEER.

REAL

NOT FOR
CONSTRUCTION

ISSUES / REVISIONS

[illegible]

DATE	DESCRIPTION
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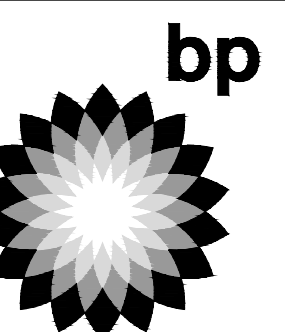
RAWN BY:

3180 cm/pm

FUEL CANOPY w/ 6 MPDs

FACILITY # TBD

1646 STATE HIGHWAY 99
SEC OF STATE HIGHWAY 99 & E HAZEL ST
GRIDLEY, CALIFORNIA
APN 010-210-057 & 058



WEST COAST PRODUCTS, LLC

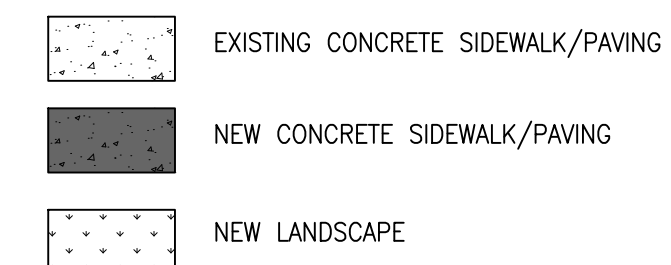
SHEET TITLE

COVER SHEET

PROJECT NO: 17193.0000

A1

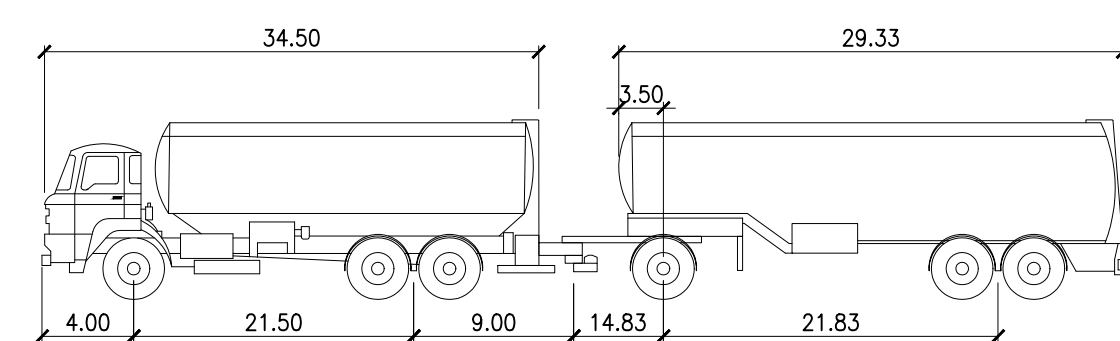
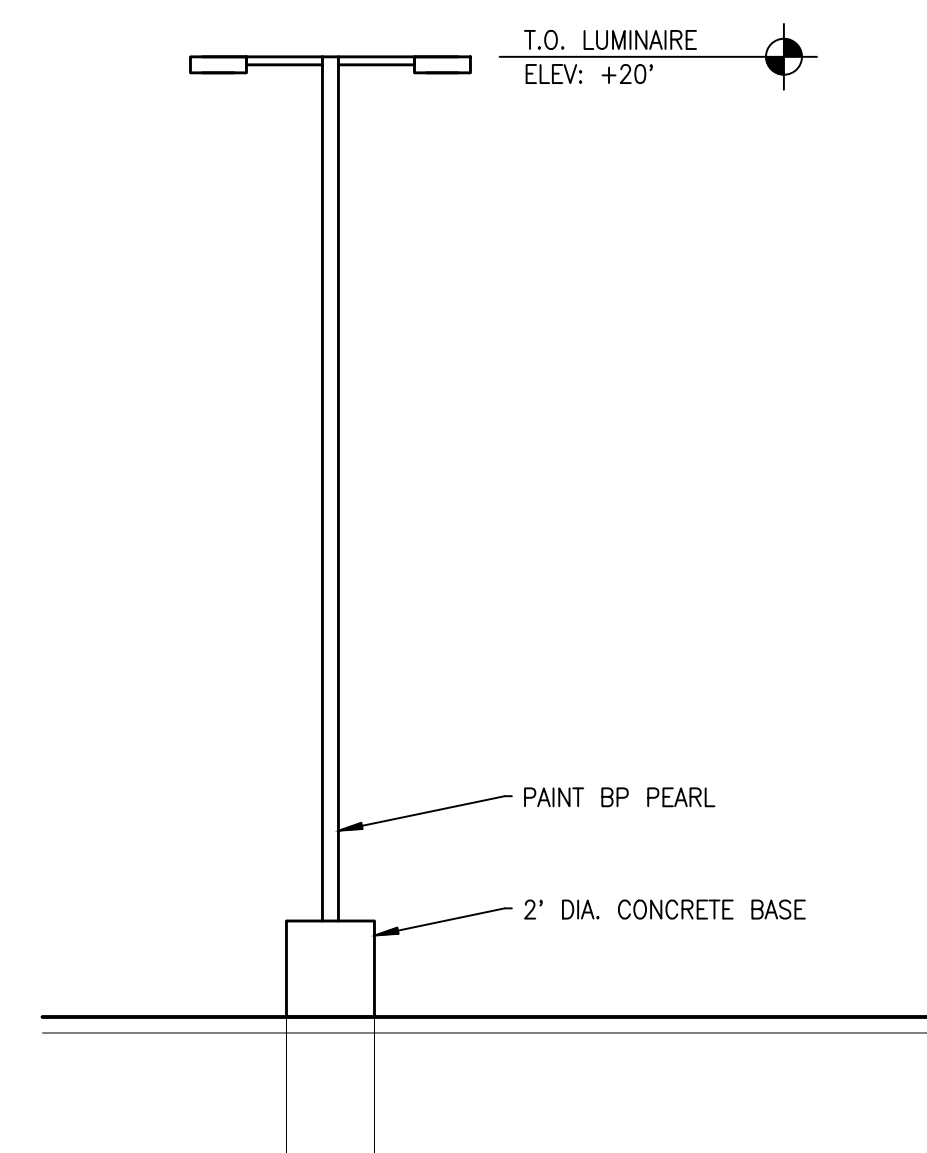
SITE LEGEND



KEYED NOTES

- 1 EXISTING TRAFFIC LIGHT
- 2 EXISTING STREET LIGHT
- 3 PROPERTY LINE
- 4 ACCESSIBLE ROUTE
- 5 NEW PYLON SIGN
- 6 GAS STATION CANOPY W/ 8 PUMPS
- 7 UNDERGROUND FUEL TANKS
- 8 ACCESSIBLE RAMP
- 9 HANDICAP PARKING STALL, TYP.

2 SITE LIGHTING



ARCO 75'

FIRST PART WIDTH	:8.50	LOCK TO LOCK TIME	:6.0
TRAILER WIDTH	:8.50	STEERING ANGLE	:36.0
FIRST PART TRACK	:8.50	ARTICULATING ANGLE	:70.0

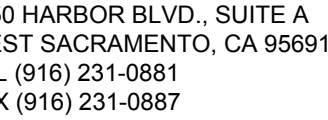


1 SITE PLAN

SCALE: 1" = 20'-0"



SCALE IN FEET



AL

PRELIMINARY
NOT FOR
CONSTRUCTION

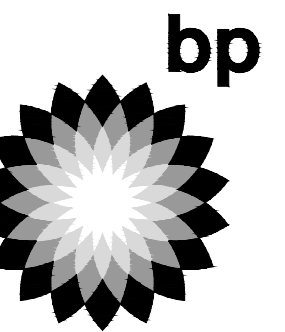
[illegible]DRAWN BY:

3180 cm/pm

FUEL CANOPY w/ 6 MPDs

FACILITY # TBD

BP ARCO AM-PM
1646 STATE HIGHWAY 99
SEC OF STATE HIGHWAY 99 & E HAZEL ST
GRIDLEY, CALIFORNIA
APN 010-210-057 & 058



WEST COAST PRODUCTS, LLC

MEET TITLE

BUILDING PLANS

PROJECT NO: 17193.0000

A3

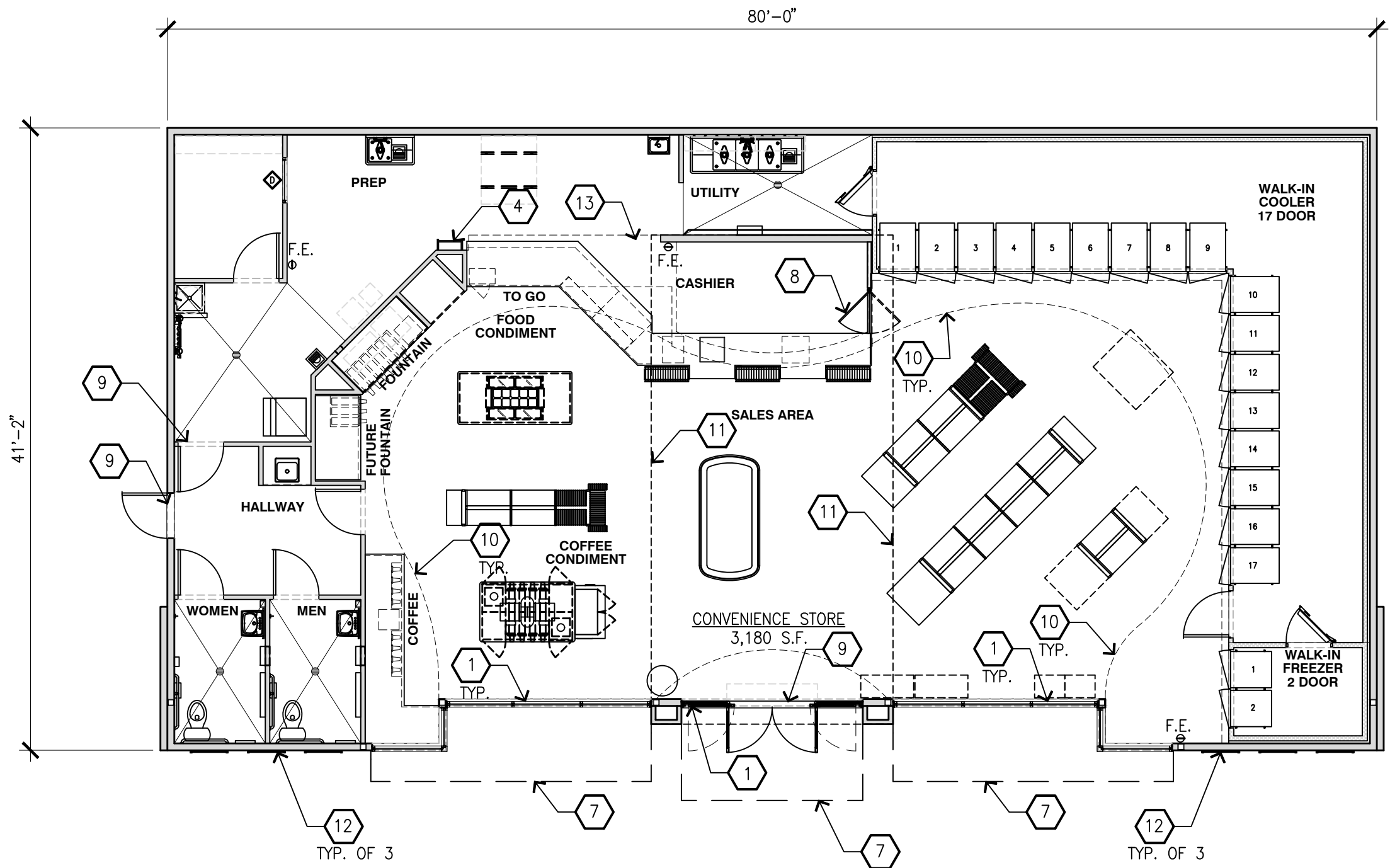
ALL DIMENSIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.
ALL DENOTED DIMENSIONS ARE TO BE USED. PLANS SHALL NOT BE SCALED
EXTERIOR WALL ARE 2x6, INTERIOR WALLS 2x4 U.O.A.
ALL EQUIPMENT SHALL MEET ACCESSIBILITY REACH RANGE REQUIREMENTS.
PROVIDE PLASTIC CORNER GUARDS AT EDGES BELOW 6'-0".
ALL COUNTERTOPS SHALL MAX. 34" A.F.F. WITH A 3'-0" WIDE
TRANSITION AREA AT CASHIER.
ALL FLAME SPREAD CLASSIFICATIONS FOR INTERIOR WALLS SHALL COMPLY WITH
LOCAL CODES.
FIRE EXTINGUISHERS (2A-10B:C) SHALL BE INSTALLED AT SALES COUNTER,
BACK ROOM, OFFICE, & FUEL CANOPY LOCATIONS IF NOT SHOWN
ELSEWHERE ON THESE DRAWINGS. VERIFY WITH OWNER FOR DETAILS,
CONFIRM FINAL DETAILS WITH LOCAL FIRE INSPECTOR.
WATER HEATERS SHALL BE CAPABLE OF DELIVERING MIN. 120° WATER TO
ALL SINKS.
ALL DOORS SHALL HAVE NO MORE THAN 5 LBS OPENING FORCE AND MUST
HAVE A SWEEP PERIOD OF 3 SECONDS TO CLOSE FROM 70°
OPEN TO 3° FROM THE LATCH.

1	ALUMINUM ENTRANCE AND STOREFRONT SYSTEM
2	NOT USED
3	NOT USED
4	ROOF LADDER
5	NOT USED
6	NOT USED
7	LINE OF CANOPY ABOVE
8	DOUBLE SWING METAL GATE
9	THRESHOLD
10	LINE OF SOFFIT ABOVE
11	LINE OF CLERESTORY CEILING OPENING
12	WALL SIGNS
13	TRANSITION STRIP

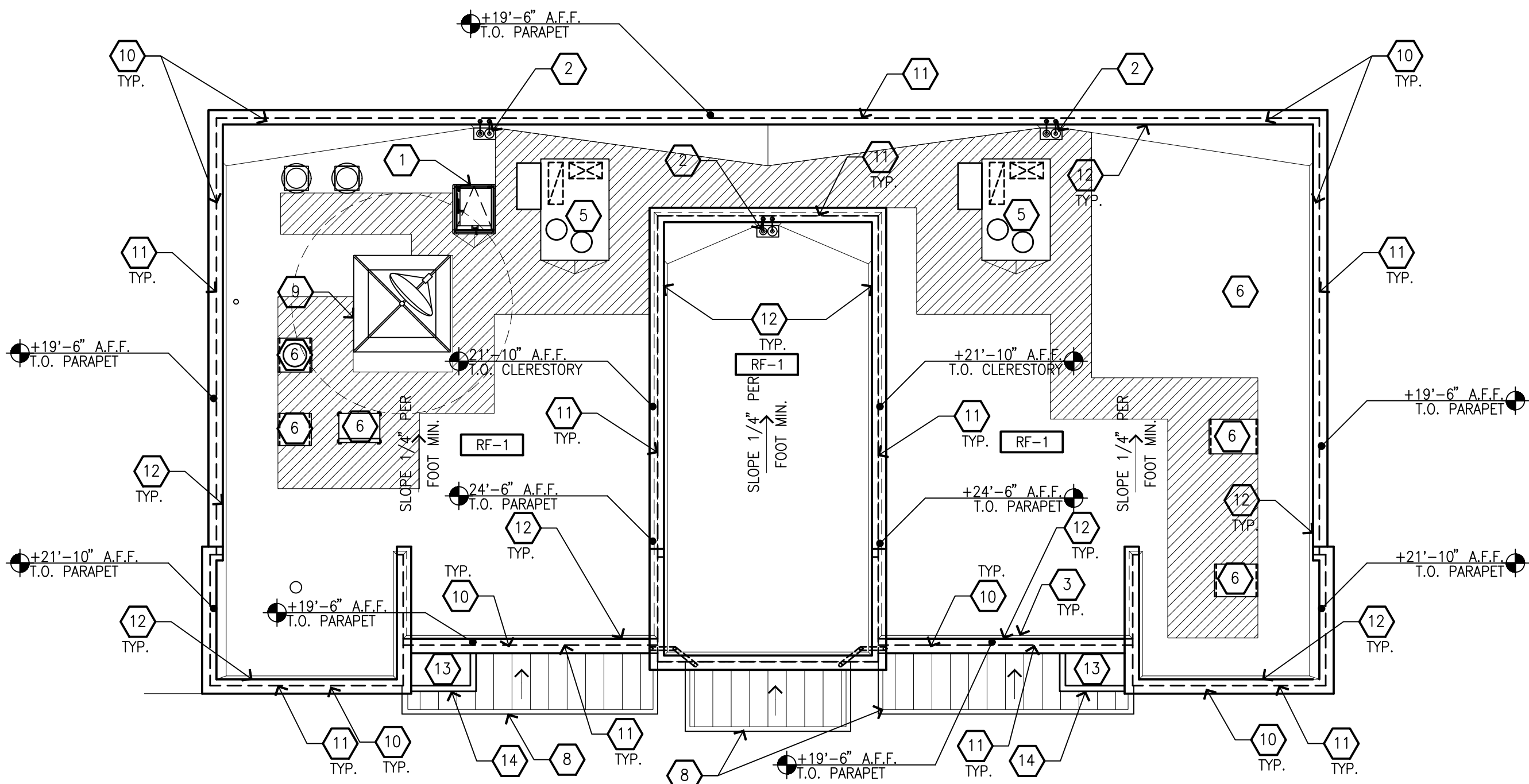
REFER TO ROOFING MANUFACTURERS WRITTEN INSTRUCTIONS AND
DETAILS FOR ROOFING SYSTEM INSTALLATION. CONTRACTOR TO
PROVIDE COMPLETE ROOFING PACKAGE PER MANUFACTURERS
RECOMMENDATIONS.
ROOF ASSEMBLY SHALL COMPLY WITH U.L. 1-90 AND FM CLASS "B"
RATINGS INCLUDING COPING, FLASHING, PARAPET WALL, AND ROOF
SYSTEM.
DO NOT STOCKPILE EQUIPMENT OR MATERIALS ON THE ROOF
STRUCTURE, UNLESS APPROVED IN WRITING BY THE ARCHITECT,
STRUCTURAL ENGINEER, AND THE TRUSS MANUFACTURER.
GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION
PERIMETER GUARDRAIL TO COMPLY WITH CODE OF FEDERAL
REGULATIONS 29 CFR 1926, SUBPART M (OSCA), GUARDRAIL TO BE
42" HEIGHT AND BE ABLE TO WITHSTAND 200 POUNDS AT TOP EDGE.
PARAPET ADJACENT TO MECHANICAL EQUIPMENT / ROOF ACCESS TO
BE MINIMUM 42" HIGH WHEN WITHIN 10 FEET OF ROOF EDGE.

1	ROOF HATCH
2	ROOF DRAIN AND OVERFLOW
3	NOT USED
4	NOT USED
5	ROOFTOP UNIT
6	CONDENSER
7	NOT USED
8	STEEL CANOPY BELOW
9	SATELLITE ON BALLASTED CURB
10	SHOP FORMED PRE-FINISHED METAL COPING
11	FACE OF EXTERIOR WALL BELOW
12	FACE OF PARAPET WALL
13	METAL LID FLASHING
14	STEEL CANOPY GUTTER

RF-1	<p>REINFORCED MECHANICALLY FASTENED .045" THICK SINGLE-PLY EPDM MEMBRANE.</p> <p>PRODUCT: FIRESTONE RUBBERGARD ECOWHITE ROOFING SYSTEM OR APPROVED</p> <p>INSULATION PROTECTION BOARD: 7/8" OSB, PLYWOOD, OR EQUIVALENT.</p> <p>ROOF INSULATION: RIGID POLYISOCYANURATE WITH A MINIMUM R-VALUE PER ENERGY CODE REQUIREMENTS.</p>
------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



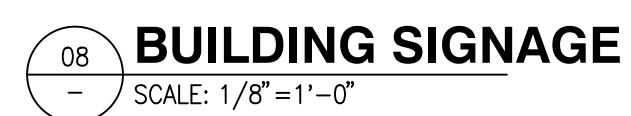
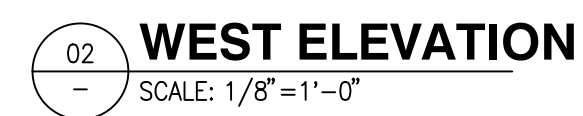
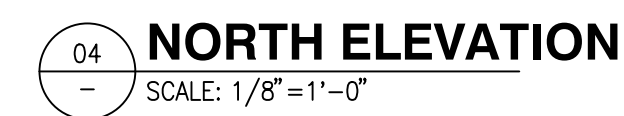
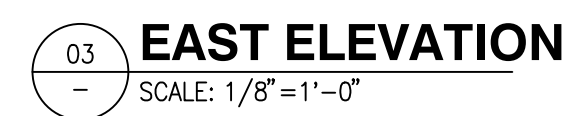
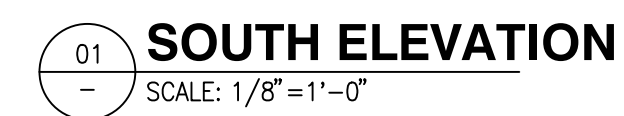
SCALE: $1/8" = 1'-0"$



SCALE: 1/8" = 1'-0"

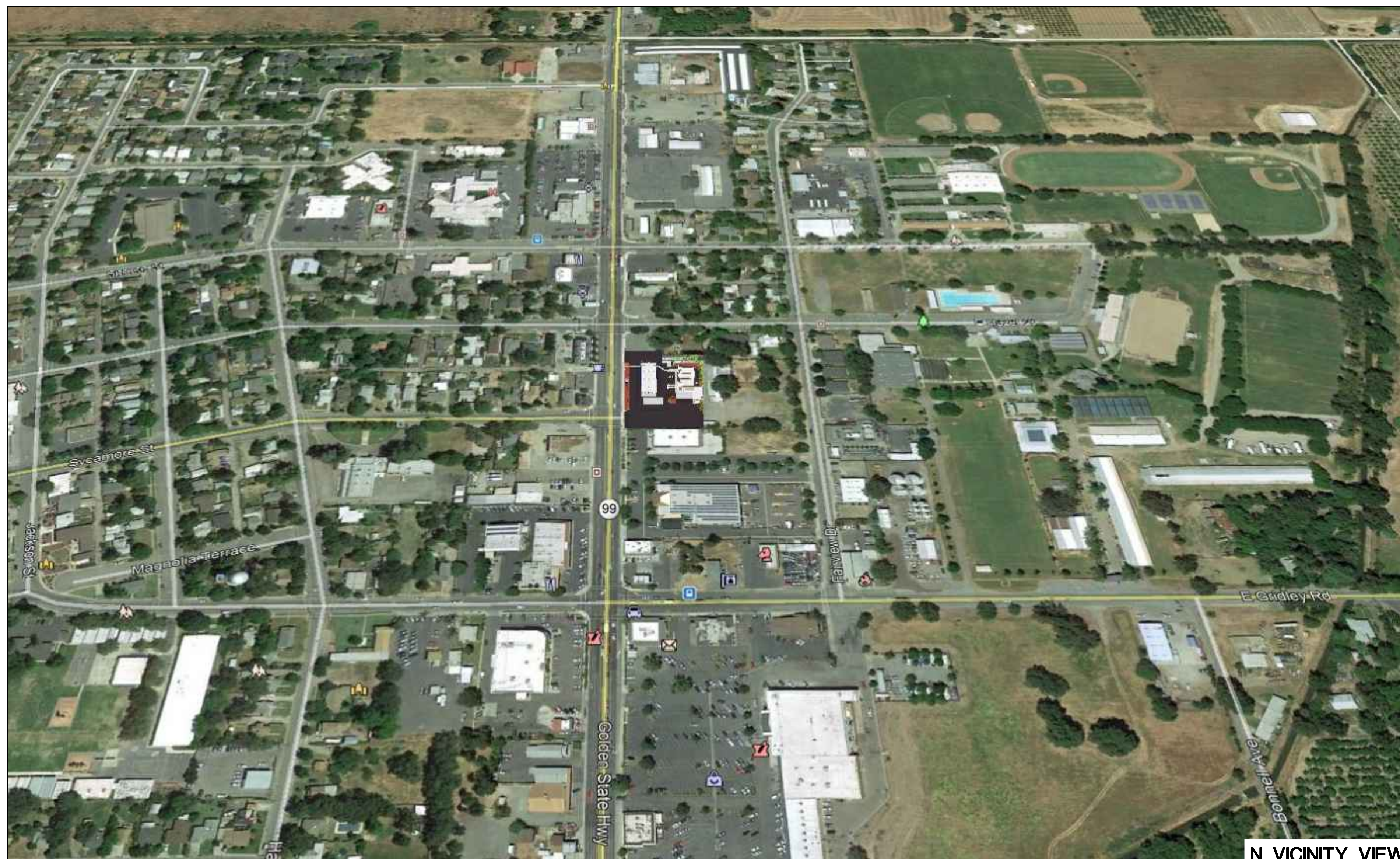


PROJECT NO: 17193.0000



A4





CSHQ4

1450 HARBOR BLVD., SUITE A
WEST SACRAMENTO, CA 95691
TEL (916) 231-0881
FAX (916) 231-0887

THESE DRAWINGS AND SPECIFICATIONS, AS INSTRUMENT OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF BP WEST COAST PRODUCTS LLC AND ARCHITECT/ENGINEER. WHETHER THE PROJECTS FOR WHICH THEY ARE MADE ARE EXECUTED OR NOT, THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF BP WEST COAST PRODUCTS LLC AND ARCHITECT/ENGINEER.

SEA

PRELIMINARY
NOT FOR
CONSTRUCTION

ISSUES / REVISIONS

[illegible]

DATE	DESC
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DRAWN BY:

DRAWN BY:

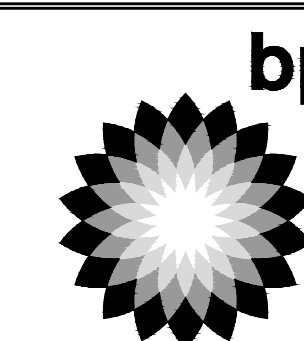
CHK'D BY:

3180 gm/pr

FUEL CANOPY w/ 4 MPD

FACILITY # TBD

BP ARCO AM-PM
1646 STATE HIGHWAY 99
REC OF STATE HIGHWAY 99 & E HAZEL ST
GRIDLEY, CALIFORNIA
APN 010-210-057 & 058



BP WEST COAST PRODUCTS, LLC

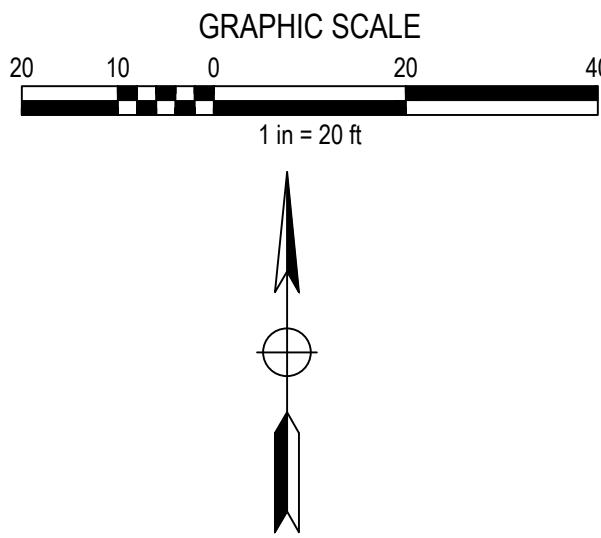
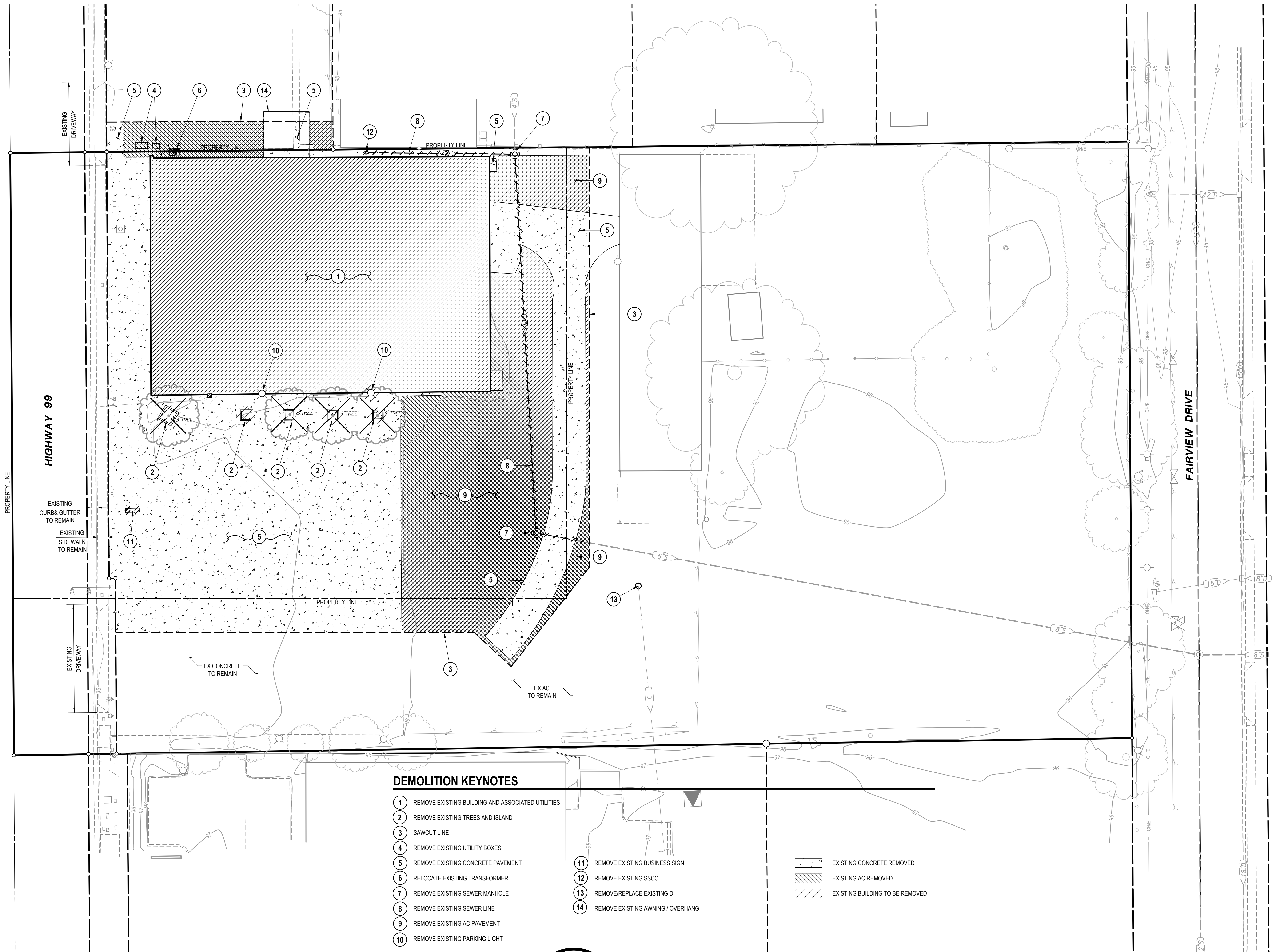
SHEET TITLE

3D VIEWS

PROJECT NO: 17193.0000

A7.0

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DEMOLITION KEYNOTES

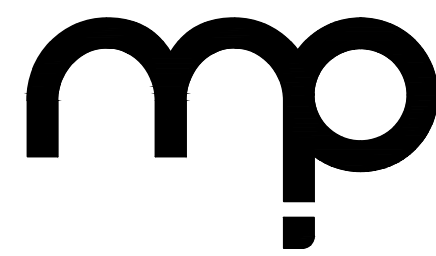
- 1 REMOVE EXISTING BUILDING AND ASSOCIATED UTILITIES
- 2 REMOVE EXISTING TREES AND ISLAND
- 3 SAWCUT LINE
- 4 REMOVE EXISTING UTILITY BOXES
- 5 REMOVE EXISTING CONCRETE PAVEMENT
- 6 RELOCATE EXISTING TRANSFORMER
- 7 REMOVE EXISTING SEWER MANHOLE
- 8 REMOVE EXISTING SEWER LINE
- 9 REMOVE EXISTING AC PAVEMENT
- 10 REMOVE EXISTING PARKING LIGHT
- 11 REMOVE EXISTING BUSINESS SIGN
- 12 REMOVE EXISTING SSCO
- 13 REMOVE/REPLACE EXISTING DI
- 14 REMOVE EXISTING AWNING / OVERHANG

- EXISTING CONCRETE REMOVED
- EXISTING AC REMOVED
- EXISTING BUILDING TO BE REMOVED

SCALE:
HORIZ. 1" = 20'
VERT. 1" = N/A

BENCH MARK: NGPS CONTROL POINT L 381
EL = 96.52 (NAVD 88)
AT GRIDLEY, 117 FEET NORTHEAST OF THE INTERSECTION OF THE CENTER LINES OF MAGNOLIA STREET AND LINCOLN STREETS, AT THE CITY WATER TANK, IN THE TOP OF THE CONCRETE BASE OF THE SOUTHEAST LEG, 37 FEET NORTH OF THE NORTH CURB OF MAGNOLIA STREET, AND ABOUT 3 FEET ABOVE THE GROUND.

COMPUTED JC
DESIGNED JC
DRAWN PEM
PROJ. ENGR. JDT



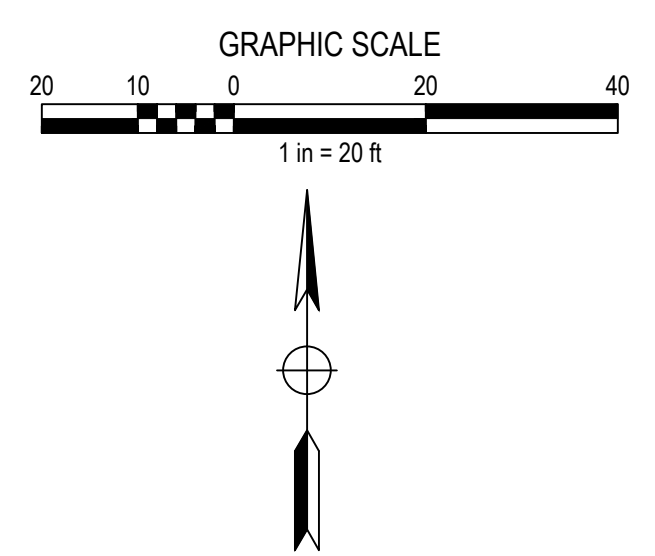
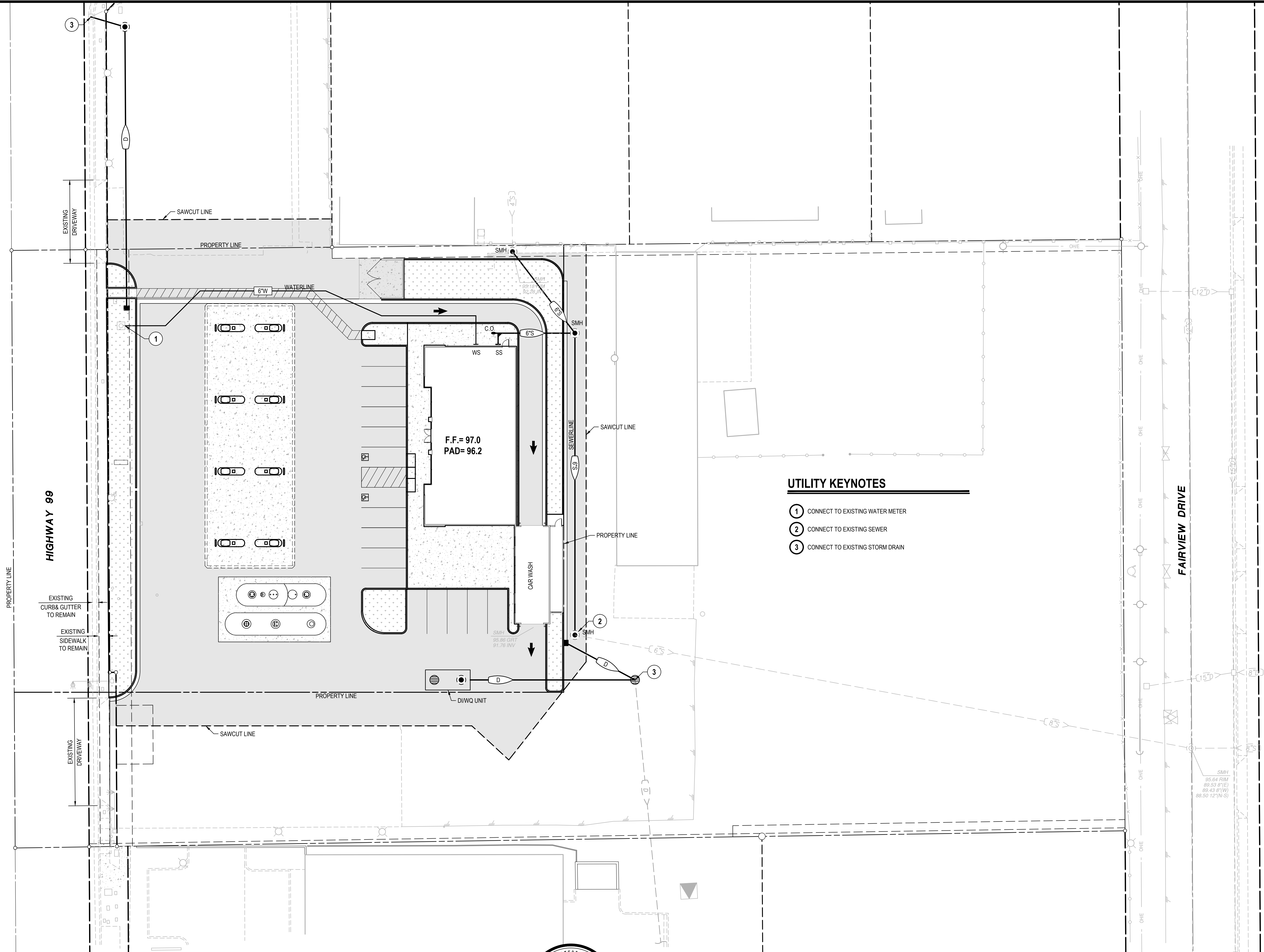
MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
Folsom • Sacramento • Fresno
75 Iron Point Road, suite #120
Folsom, CA 95630
phone: (916) 984-7621
survey email: staking@mpengr.com | web: www.mpengr.com

SPECIFIC DEVELOPMENT PLANS FOR
AMPM at 1646 HIGHWAY 99
PRELIMINARY DEMOLITION PLAN

CITY OF GRIDLEY, COUNTY OF BUTTE, CALIFORNIA

DATE
OCT 23, 2017
SHEET
PD01
OF
3

Dwg X:\007\17-0032-00\PROJECT\1646 HWY 99\DWG\PLANNING\170032-00\PU01.DWG | Saved: 10/24/17 12:26pm JCRONDER | Plotted: 10/24/17 12:27pm JCRONDER



UTILITY KEYNOTES

- 1 CONNECT TO EXISTING WATER METER
- 2 CONNECT TO EXISTING SEWER
- 3 CONNECT TO EXISTING STORM DRAIN

SCALE:	BENCH MARK - NG'S CONTROL POINT L 381
HORIZ. 1" = 20'	EL = 96.52 (NAVD 88)
VERT. 1" = N/A	AT GRIDLEY, 117 FEET NORTHEAST OF THE INTERSECTION OF THE CENTER LINES OF MAGNOLIA STREET AND LINCOLN STREETS, AT THE CITY WATER TANK, IN THE TOP OF THE CONCRETE BASE OF THE SOUTHEAST LEG, 37 FEET NORTH OF THE NORTH CURB OF MAGNOLIA STREET, AND ABOUT 3 FEET ABOVE THE GROUND.

COMPUTED	JC
DESIGNED	JC
DRAWN	PEM
PROJ. ENGR.	JDT

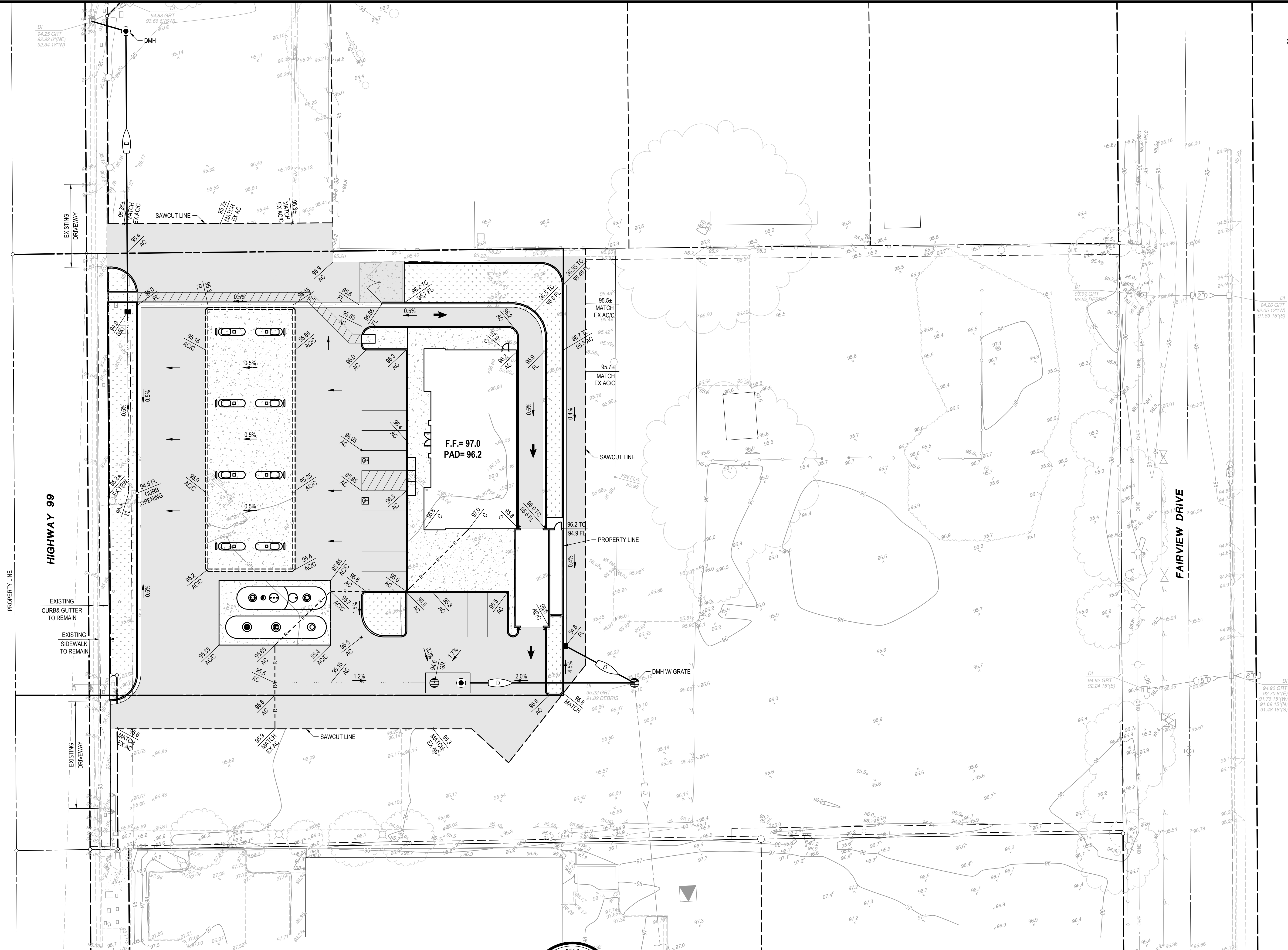
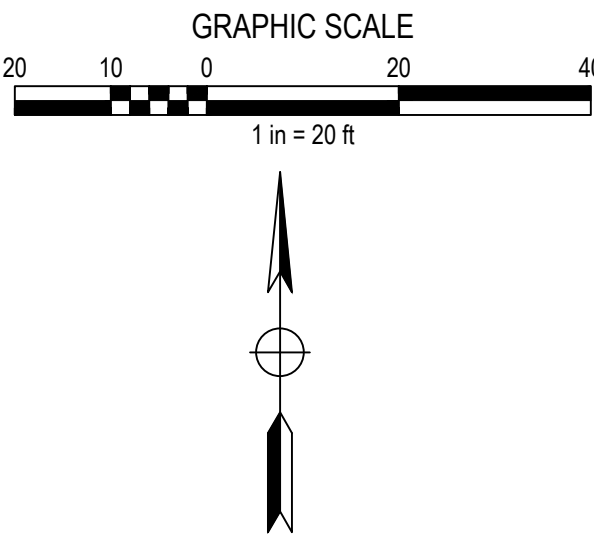


mp **MORTON & PITALO, INC.**
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Folsom • Sacramento • Fresno
75 Iron Point Road, suite #120
Folsom, CA 95630
phone: (916) 984-7621
survey email: staking@mpengr.com | web: www.mpengr.com

SPECIFIC DEVELOPMENT PLANS FOR
AMPM at 1646 HIGHWAY 99
PRELIMINARY UTILITY PLAN
CITY OF GRIDLEY, COUNTY OF BUTTE, CALIFORNIA

DATE	OCT 23, 2017
SHEET	PU02
OF	3

Dwg X:\0717\17-0032-00\1646-Hwy 99\DWG\PLANNING\17-0032-00\PG01.DWG | Saved: 10-24-17 02:43pm JCROWDER | Plotted: 10-24-17 02:43pm JCROWDER



SCALE:	BENCH MARK NGS CONTROL POINT L 381	COMPUTED	JC
HORIZ. 1" = 20'	EL = 96.52 (NAVD 88)	DESIGNED	JC
VERT. 1" = N/A	AT GRIDLEY, 117 FEET NORTHEAST OF THE INTERSECTION OF THE CENTER LINES OF MAGNOLIA STREET AND LINCOLN STREETS, AT THE CITY WATER TANK, IN THE TOP OF THE CONCRETE BASE OF THE SOUTHEAST LEG, 37 FEET NORTH OF THE NORTH CURB OF MAGNOLIA STREET, AND ABOUT 3 FEET ABOVE THE GROUND.	DRAWN	PEM
		PROJ. ENGR.	JDT



mp

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75 Iron Point Road, suite #120
Folsom, CA 95630
phone: (916) 984-7621
survey email: staking@mpengr.com | web: www.mpengr.com

SPECIFIC DEVELOPMENT PLANS FOR
AMPM at 1646 HIGHWAY 99
PRELIMINARY GRADING PLAN
CITY OF GRIDLEY, COUNTY OF BUTTE, CALIFORNIA

DATE	OCT 23, 2017
SHEET	PG03
OF	3

TITLE EXCEPTIONS PER COMMITMENT NO. NCS-855446-CHI2

1. GENERAL AND SPECIAL TAXES AND ASSESSMENTS FOR THE FISCAL YEAR 2017-2018, A LIEN NOT YET DUE OR PAYABLE.

* NOT A PLOTTABLE ITEM

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

* NOT A PLOTTABLE ITEM

3. THE HEREIN DESCRIBED LAND LIES WITHIN THE BOUNDS OF SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT.

* NOT A PLOTTABLE ITEM

4. THE HEREIN DESCRIBED LAND LIES WITHIN THE BOUNDS OF RECLAMATION DISTRICT NO. 833.

* NOT A PLOTTABLE ITEM

5. THE HEREIN DESCRIBED LAND LIES WITHIN THE BOUNDS OF BUTTE WATER DISTRICT.

NOTE: FOR ANY AMOUNTS DUE, CONTACT:
BUTTE WATER DISTRICT
735 VIRGINIA STREET
GRIDLEY, CA 95948
PHONE: 530 846-5695

* NOT A PLOTTABLE ITEM

6. RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE LAND LYING WITHIN STATE HIGHWAY 99.

* NOT A PLOTTABLE ITEM

7. AN EASEMENT FOR POLE LINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED OCTOBER 23, 1939 IN BOOK 228, PAGE 376 OF OFFICIAL RECORDS.

AFFECTS A SOUTHERLY PORTION.

* PLOTTED HEREON

8. AN EASEMENT FOR WATER AND SEWER LINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AUGUST 4, 1959 IN BOOK 1011, PAGE 512 OF OFFICIAL RECORDS.

AFFECTS A SOUTHERLY PORTION.

* PLOTTED HEREON

9. AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MARCH 23, 1972 IN BOOK 1746, PAGE 228 OF OFFICIAL RECORDS.

AFFECTS A NORTHERLY PORTION.

* PLOTTED HEREON

10. AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED APRIL 22, 1975 IN BOOK 1981, PAGE 317 OF OFFICIAL RECORDS.

AFFECTS A WESTERLY PORTION OF SAID LAND.

* PLOTTED HEREON

11. THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE GRIDLEY REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY THE DOCUMENT RECORDED AUGUST 06, 2002 AS SERIAL NO. 2002-0040577 OF OFFICIAL RECORDS.

DOCUMENT RE-RECORDED MARCH 27, 2003 AS SERIAL NO. 2003-0019343 OF OFFICIAL RECORDS.

NOTICE REGARDING REAL PROPERTY RECORDED DECEMBER 17, 2007 AS SERIAL NO. 2007-0058188 OF OFFICIAL RECORDS.

* NOT A PLOTTABLE ITEM

12. AN EASEMENT FOR PUBLIC SERVICE EASEMENT AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MAY 15, 2008 AS SERIAL NO. 2008-0018692 OF OFFICIAL RECORDS.

FOR LOCATION, SEE MAP ATTACHED THERETO.

* PLOTTED HEREON

13. AN EASEMENT FOR STATE HIGHWAY EASEMENT PURPOSES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 23, 2009 AS SERIAL NO. 2009-0047284 OF OFFICIAL RECORDS.

AFFECTS THE WESTERLY PORTION

* PLOTTED HEREON

14. AN EASEMENT FOR MAINTENANCE EASEMENT PURPOSES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 23, 2009 AS SERIAL NO. 2009-0047284 OF OFFICIAL RECORDS.

AFFECTS THE WESTERLY PORTION.

* PLOTTED HEREON

15. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF \$500,000.00 RECORDED APRIL 28, 2017 AS SERIAL NO. 2017-0014791 OF OFFICIAL RECORDS.

DATED: APRIL 21, 2017
TRUSTOR: JATINDER SINGH KULLAR (ALSO KNOWN AS JATINDER S. KULLAR) AND RAVINDER KAJUR KULLAR (ALSO KNOWN AS RAVINDER K. KULLAR), HUSBAND AND WIFE AS JOINT TENANTS
TRUSTEE: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
BENEFICIARY: U.S. BANK NATIONAL ASSOCIATION

AFFECTS: THE LAND AND OTHER PROPERTY

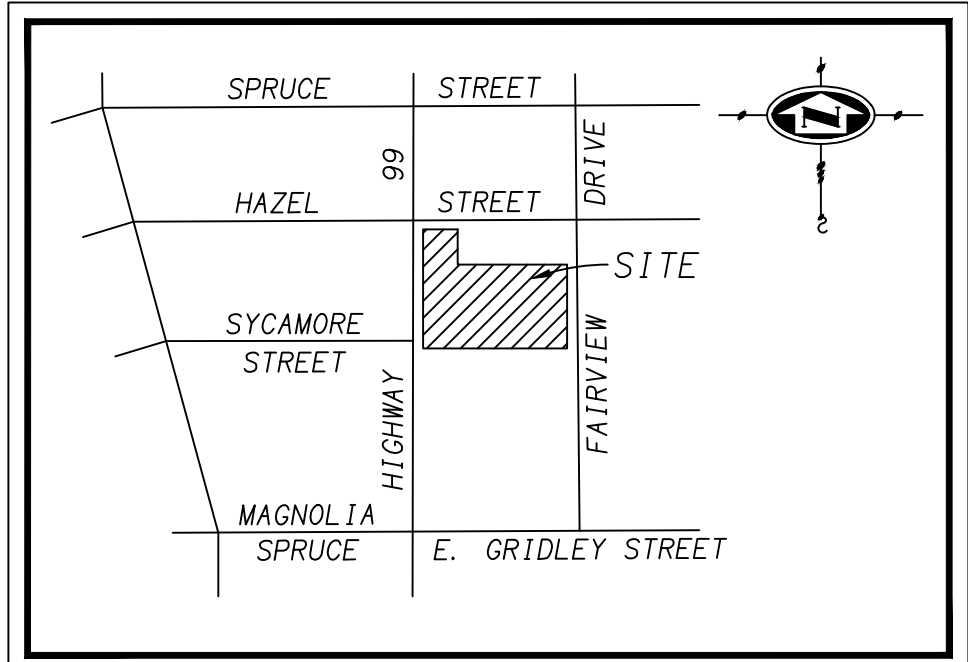
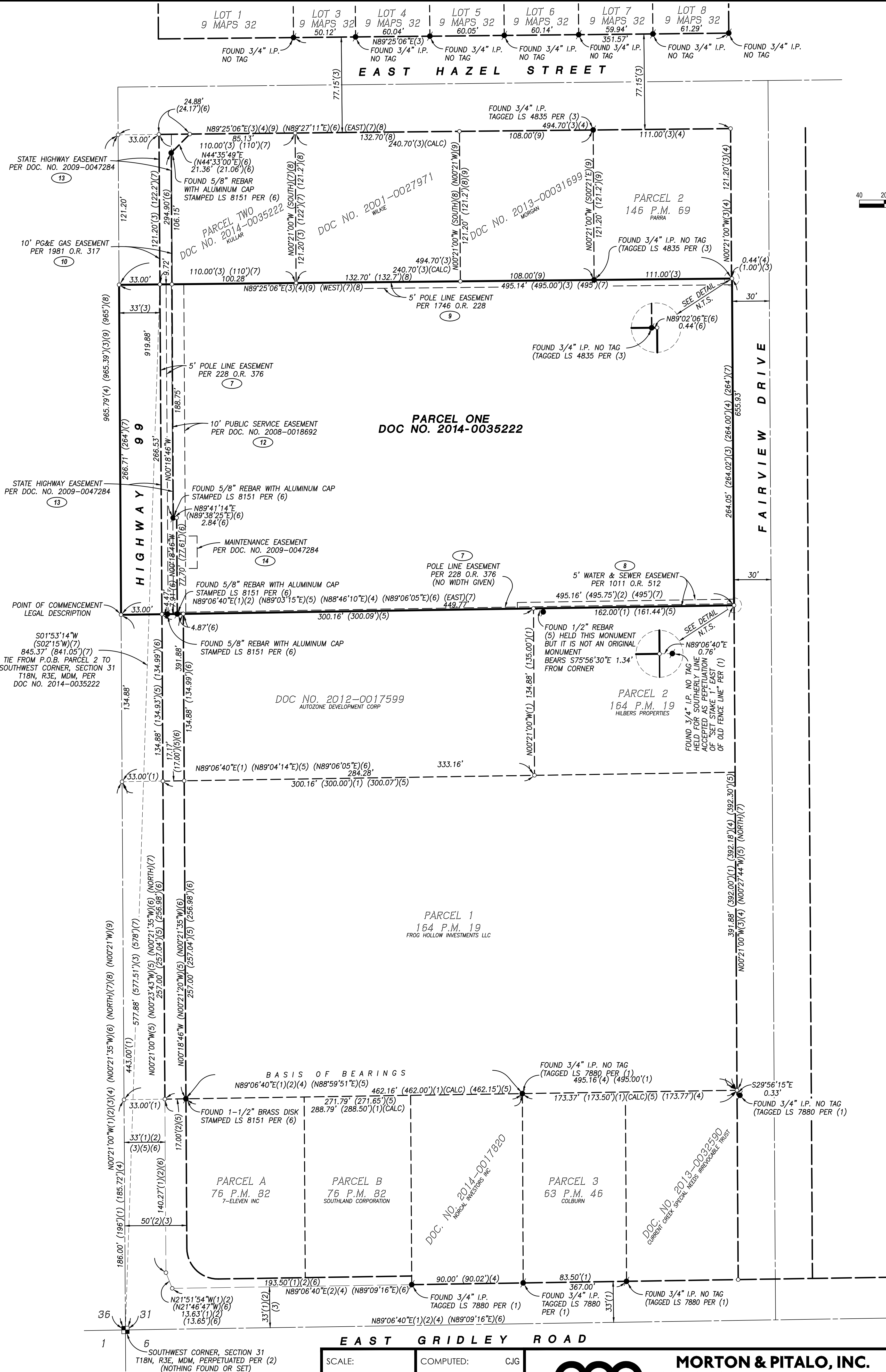
* NOT A PLOTTABLE ITEM

16. WATER RIGHTS, CLAIMS TO TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

* NOT A PLOTTABLE ITEM

17. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.

* NOT A PLOTTABLE ITEM



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF GRIDLEY, COUNTY OF BUTTE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING 578 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 3 EAST, M.D.B.M.; THENCE RUNNING DUE EAST, 495 FEET PARALLEL WITH COUNTY ROAD RUNNING EAST AND WEST ON SOUTH SIDE OF SAID SECTION; THENCE NORTH 264 FEET; THENCE WEST, 495 FEET; THENCE SOUTH, 264 FEET TO THE POINT OF BEGINNING.

APN: 010-210-057

NOTES

1. A COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE COMPANY, COMMITMENT NO. NCS-855446-CHI2, DATED JUNE 16, 2017 WAS UTILIZED IN THE PREPARATION OF THIS SURVEY.

2. FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 06007C1125E DATED JANUARY 6, 2011 SHOWS THIS PROPERTY IN ZONE X (SHADED). ZONE X (SHADED) IS DEFINED AREAS OF 0.28 ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

3. PURSUANT TO "SITE RESEARCH REPORT" FOR "ARCO FACILITY" AT 1646 HWY 99, GRIDLEY, CA 95948, APN: 010-210-057 & 058, PREPARED BY CSHQA, PROJECT # 16082.0016, FURNISHED TO THE SURVEYOR, ZONING FOR THIS PROPERTY IS C-2 (GENERAL COMMERCIAL). BUILDING SETBACK RESTRICTIONS, CITED THEREIN, ARE THE FOLLOWING:

FRONT: 5 FEET ABUTTING HWY 99
SIDE: NONE, EXCEPT WHERE THE SIDE OF A LOT ABUTS AN R DISTRICT, IN WHICH CASE THE SIDE YARD SHALL NOT BE LESS THAN 10 FEET.
REAR: NONE, EXCEPT WHERE THE SIDE OF A LOT ABUTS AN R DISTRICT, IN WHICH CASE THE SIDE YARD SHALL NOT BE LESS THAN 15 FEET.

4. THIS PROPERTY CONTAINS 3.0165 GROSS ACRES (131,400 S.F.) AND 2.751 NET ACRES (119,814 S.F.).

5. THE SURVEYOR OBSERVED NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS IN THE PROCESS OF CONDUCTING THE FIELDWORK.

6. THE SURVEYOR OBSERVED NO MARKERS REPRESENTING A FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST HIRED BY THE CLIENT IN THE PROCESS OF CONDUCTING THE FIELDWORK.

BASIS OF BEARINGS

THE MERIDIAN OF THIS SURVEY IS THE SOUTHERLY LINE OF PARCEL 1, AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP FILED IN BOOK 63 OF PARCEL MAPS, PAGE 46, BUTTE COUNTY RECORDS, AND WAS ESTABLISHED BY FOUND MONUMENTS SHOWN HEREON.

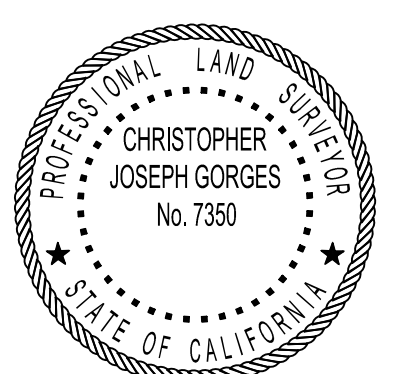
SURVEYOR'S CERTIFICATE

TO JATINDER S. KULLAR AND RAVINDER K. KULLAR, HUSBAND AND WIFE AS JOINT TENANTS, AND FIRST AMERICAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 6(A), 8, 11 (ABOVE GROUND, VISIBLE IMPROVEMENTS ONLY), 13, 14, 16, 17, 18 AND 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JULY 10, 2017.

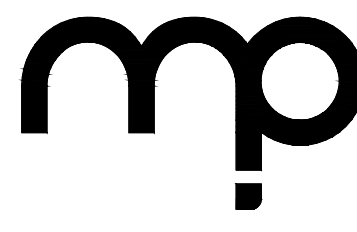
CHRISTOPHER J. GORGES P.L.S. 7350

DATE



EAST GRIDLEY ROAD

SCALE:	COMPUTED:	CJG
HORIZ. 1" = 40'	DRAWN:	MJC
VERT. 1" = N/A	CHECKED:	CJG

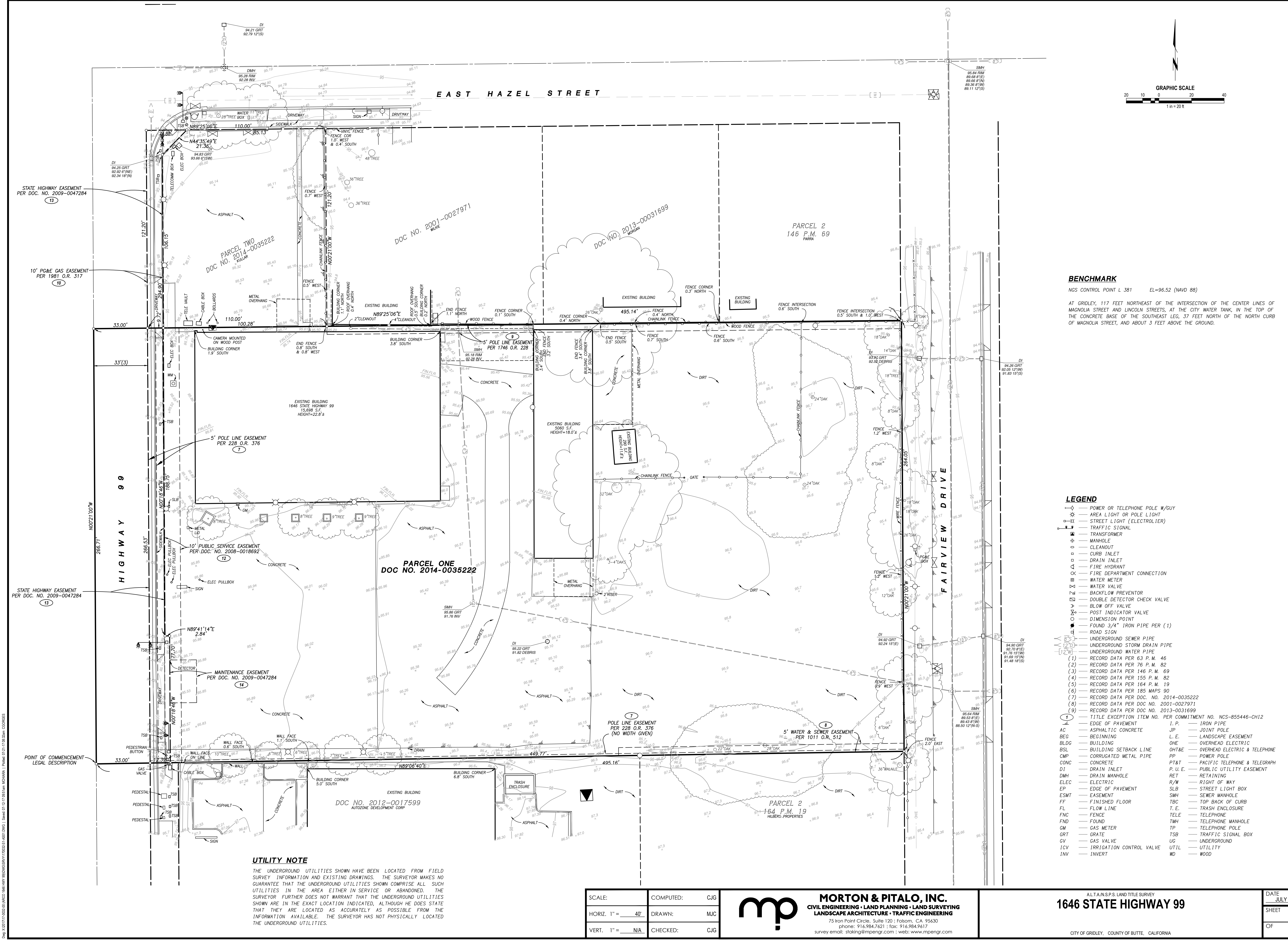


MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
LANDSCAPE ARCHITECTURE • TRAFFIC ENGINEERING
75 Iron Point Circle, Suite 100 | Folsom, CA 95630
phone: 916.984.7621 | fax: 916.984.9617
survey email: staking@mpengr.com | web: www.mpengr.com

ALTA/NSPS LAND TITLE SURVEY
1646 STATE HIGHWAY 99
CITY OF GRIDLEY, COUNTY OF BUTTE, CALIFORNIA

DATE	JULY 2017
SHEET	1
OF	2

JOB NO. 170032



BENCHMARK
NGS CONTROL POINT L 381 EL=96.52 (NAVD 88)
AT GRIDLEY, 117 FEET NORTHEAST OF THE INTERSECTION OF THE CENTER LINES OF MAGNOLIA STREET AND LINCOLN STREETS, AT THE CITY WATER TANK, IN THE TOP OF THE CONCRETE BASE OF THE SOUTHEAST LEG, 37 FEET NORTH OF THE NORTH CURB OF MAGNOLIA STREET, AND ABOUT 3 FEET ABOVE THE GROUND.

- LEGEND**
- POWER OR TELEPHONE POLE W/GUY
 - AREA LIGHT OR POLE LIGHT
 - STREET LIGHT (ELECTROLIER)
 - TRAFFIC SIGNAL
 - TRANSFORMER
 - MANHOLE
 - CLEANOUT
 - CURB INLET
 - DRAIN INLET
 - FIRE HYDRANT
 - FIRE DEPARTMENT CONNECTION
 - WATER METER
 - WATER VALVE
 - BACKFLOW PREVENTOR
 - DOUBLE DETECTOR CHECK VALVE
 - BLOW OFF VALVE
 - POST INDICATOR VALVE
 - DIMENSION POINT
 - FOUND 3/4" IRON PIPE PER (1)
 - ROAD SIGN
 - UNDERGROUND SEWER PIPE
 - UNDERGROUND STORM DRAIN PIPE
 - UNDERGROUND WATER PIPE
 - RECORD DATA PER 63 P.M. 46
 - RECORD DATA PER 76 P.M. 82
 - RECORD DATA PER 146 P.M. 69
 - RECORD DATA PER 155 P.M. 82
 - RECORD DATA PER 164 P.M. 19
 - RECORD DATA PER 185 MAPS 90
 - RECORD DATA PER DOC. NO. 2014-0035222
 - RECORD DATA PER DOC. NO. 2001-0027971
 - RECORD DATA PER DOC. NO. 2013-0031699
 - TITLE EXCEPTION ITEM NO. PER COMMITMENT NO. NCS-855446-CH12
 - EDGE OF PAVEMENT
 - ASPHALTIC CONCRETE
 - BEGINNING
 - BUILDING
 - BUILDING SETBACK LINE
 - CORRUGATED METAL PIPE
 - CONCRETE
 - DRAIN INLET
 - DMH
 - ELEC
 - EP
 - EMST
 - FF
 - FL
 - FNC
 - FND
 - GM
 - GRT
 - GV
 - ICV
 - INV
 - IRON PIPE
 - JOINT POLE
 - LANDSCAPE EASEMENT
 - OVERHEAD ELECTRIC
 - OVERHEAD ELECTRIC & TELEPHONE
 - POWER POLE
 - PACIFIC TELEPHONE & TELEGRAPH
 - P. U. E.
 - RETAINING
 - R/W
 - RIGHT OF WAY
 - SLB
 - STREET LIGHT BOX
 - SMH
 - SEWER MANHOLE
 - TBC
 - TOP BACK OF CURB
 - T. E.
 - TRASH ENCLOSURE
 - TELE
 - TELEPHONE
 - TMH
 - TELEPHONE MANHOLE
 - TP
 - TELEPHONE POLE
 - TSB
 - TRAFFIC SIGNAL BOX
 - UC
 - UNDERGROUND
 - UTIL
 - UTILITY
 - WD
 - WOOD

UTILITY NOTE
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

SCALE:

HORIZ. 1" = 40'

VERT. 1" = N/A

COMPUTED:

CJG

DRAWN:

MUC

CHECKED:

CJG

MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
LANDSCAPE ARCHITECTURE • TRAFFIC ENGINEERING
75 Iron Point Circle, Suite 100 | Folsom, CA 95630
phone: 916.984.7621 | fax: 916.984.9617
survey email: staking@mpengr.com | web: www.mpengr.com

