

## **Gridley City Council – Regular City Council Meeting Agenda**

Monday, September 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

**ROLL CALL** - Recording Secretary

**PLEDGE OF ALLEGIANCE** – Vice Mayor Johnson

**INVOCATION** - To be provided by a representative of the Church of Jesus Christ, Latter Day Saints

**PROCLAMATIONS** - None

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

**CONSENT AGENDA** – *Items 1 through 3 are part of the Consent Agenda and are considered routine and acted upon by one motion. Any Council member may request that an item be removed for separate consideration. The City Council may only make minor comments; otherwise the item should be removed from the Consent Agenda and placed as the first item(s) under “Items for Council Consideration”.*

1. City Services Update
2. City Council minutes dated August 21, 2017
3. Approve Resolution No. 2017-R-025: A Resolution of the City Council of the City of Gridley Accepting a Report of Weed Abatement Costs and Assessing Liens on Affected Parcels for Said Costs

### **PUBLIC HEARING**

4. Introduction and First Reading of Ordinance No. 830-2017: An ordinance to rezone approximately 1.98 acres from General Commercial (C-2) and Multiple Family Residential (R-3) to High Density Residential (HDR R-4) located on the east side of Highway 99. (024-260-079)
  - a. Receive staff report
  - b. Open public hearing
  - c. Receive public testimony
  - d. Close public hearing

- e. Council discussion and motion
- 
- 5. Adoption of Resolution 2017-R-026: A Resolution for a General Plan Amendment to change the General Plan land use designation of approximately 1.98 acres from Commercial and Residential, High Density to Residential, High Density 2 and to adopt a Negative Declaration pursuant to CEQA finding there is no environmental impact from the land use re-designations.
    - a. Receive staff report
    - b. Open public hearing
    - c. Hear public testimony
    - d. Close public hearing
    - e. Council discussion and motion

#### **OTHER ITEMS FOR COUNCIL CONSIDERATION**

- 6. Award of Bid for Corporation Yard Sewer Lift Station
- 7. Approval of Electric Maintenance Services Agreement with the City of Biggs
- 8. Adoption of Resolution No. 2017-R-027: A Resolution authorizing the City Administrator to execute a Deferred Improvement Agreement for the Development of Iglesia Gentil de Cristo located at 1133 Locust Street deferring the on-site and off-site improvements for recordation.

**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):

Oroville Spillway Update by DWR	10/2/2017
Electric Rate Discussion	10/2/2017
SB 1 Streets and Sidewalks Projects	10/2/2017
General Fund fee study work session	10/16/2017
Sewer Pond Improvements and Policies	10/16/2017

#### **CLOSED SESSION**

- 9. Government Code 54957.6: Conference with Labor Negotiators, City of Gridley and International Brotherhood of Electrical Workers  
Negotiator: Paul Eckert, City Administrator

**ADJOURNMENT** – adjourning to the next regularly scheduled meeting on October 2, 2017

**NOTE 1: POSTING OF AGENDA-** This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., September 15, 2017, in accordance with Government Code Section 54954.2.

This agenda along with all attachments is available for public viewing online at [www.gridley.ca.us](http://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:** September 18, 2017  
**To:** Mayor and City Council  
**From:** Paul Eckert, City Administrator  
**Subject:** City Services Update

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<b>X</b>	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: September 11, 2017

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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**

- Electric Maintenance Services Agreements with Biggs – The City of Biggs is scheduled to consider and approve the Electric Maintenance Services Contract on September 12th. If approved by the Biggs City Council, the Gridley City Council will consider adoption of the Contract at the September 18<sup>th</sup> Gridley City Council meeting.
- City Industrial Park - The City is now working with Hamman Real Estate to develop strategies to market and sell parcels located at the City owned Industrial Park. Great progress is underway.
- New City Website - Enhancements continue to be applied to the City's new website. Please check it out at <http://gridley.ca.us/>
- Finance Director Recruitment Process - In an effort to attract an array of qualified candidates we have advertised in a variety of sources that appeal to finance professionals. The detailed position flyer can be found at <http://gridley.ca.us/> We hope to interview in mid-September and hope to have the new Director on-board in late October.
- Lodi Energy Center – City and NCPA staff are meeting in August with the parties who responded to our "Solicitation for Offers" to purchase Gridley's excess electric energy.

## **Finance**

- The Finance Department, Information Technology and Electric and Public Works Leadership are currently working to improve our Utility Billing Processes. More information will follow.
- The Finance Department is busy with development of a wide array of grant responsibilities; payroll and benefits issues; workers compensation cases; financial year end closing; preparation for the annual audit and onsite work; and organization of all work areas and file systems.
- The Fiscal Year 2017/18 Operating Budget and Capital Improvements Plans have been copied and distributed. The Budget can also be found online at [http://gridley.ca.us/public/uploads/pdfs/17-18\\_ADOPTED\\_BUDGET\\_DOCUMENT.pdf](http://gridley.ca.us/public/uploads/pdfs/17-18_ADOPTED_BUDGET_DOCUMENT.pdf)

## **Electric Utility**

- Tree trimming - Crews continued on tree trimming around the 12KV systems in preparation for the winter months ahead.
- NCPA - Stand-By Crews were dispatched out by the NCPA to the Solar Array. The NCPA was having trouble communicating to the solar site. NCPA requested that the Line Re-closer be checked to make sure it was in the closed position.
- Emergency Response - Electric Utility Stand-By Crews were dispatched to assist the Fire Department with a structure fire at the Archer and HWY99 intersection. Crews responded and dropped the power to vacant structures.



- T-3 Substation - PG&E representatives along with our Electrical Engineer, R&DB and Associates, were on site at the Substation to perform Relay testing as part of the T-3 Substation Project. Following completion of the testing and full acceptance of the results, the T-3 Substation will be scheduled for operation (see picture side).
- Sample Service Calls - 1295 Magnolia Street requested the service be de-energized to allow the installation of a new electrical panel.
- Eagle Meadows Subdivision – Crews responded to a call whereby a street light was hit at the corner of Spruce and Ban Street by a contractor that was working on building new homes.
- USA/ Sets and Outs and Substation Checks were also completed this week.
- Service Drop - The service drop to 458 Oregon Street was relocated to remove it from a Mulberry tree which had grown into the conductor causing safety concerns. This project required the installation of a 45- foot and a 35-foot pole to be installed to accommodate the new service drop (see picture below).



Electrical Department Activity	Gridley	Biggs
Street Light Repairs	0	0
Nonpayment Shut-off/turn on	0	1
Underground Service Alerts (USA'S)	2	1
Sets & Outs	11	0
Service calls	2	0
Trim/Remove tree	0	0
Discrepancy Report Items	0	0
After Hours Call out's	2	0
Solar Read	0	0



## Fire

- Gridley Fire responded to a structure fire on Highway 99 between the Dollar General and Archer Avenue at an abandoned house. The Fire was knocked down quickly.
- Engine 376 and E 274 continue to be rented to the County for station coverage.
- Three new employees are currently training to become Truck Operators.
- E74 responded to Sutter County for both a vegetation fire and a structure fire.
- T74 responded to Yuba City for a commercial structure fire.
- 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

Gridley Fire Responses	City	County
Medical Aids	8	2
Traffic Collisions	0	5
Structure Fires	1	0
Vegetation Fires	0	1
Vehicle Fires	0	1
Public Assist	1	1
Cover Assignments	0	2
Smoke, hazardous Cond, control burns. etc	0	1
Technical Rescues	0	0

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](http://www.joinbcfd.org) and submit a Volunteer Firefighter Interest Form.

## **Police**

- Animal Control personnel are encouraging our community canine owners to license their dogs. License provide essential records for any pet owner if they should lose their dog and enables Animal Control staff to find and return pets. AC staff continue to provide proactive patrol and compassion for lost/stray animals.
- At the request of the Gridley Unified School District's (GUSD) Administration, GBPD Detective and his narcotics detection canine conducted a narcotics search of the Gridley High School campus before the start of the regular school year. The Police Department and GUSD are collaborating to promote safe school campus environments for our valued students. The Detective Johnson and canine will conduct a follow up search after school is in session in the upcoming weeks.
- Police Officers have been supporting the Biggs and Gridley Unified School Districts with fostering safe vehicular and pedestrian habits to/from school with concentrated traffic enforcement and outreach for the beginning of this school year.
- Police Patrol was active in both communities of Gridley and Biggs. The Department served several local arrest warrants during the week.
- Police Administration attended the Gridley Unified Schools District's (GUSD) administrative staff meeting. This meeting opportunity establishes communication and service expectations between the school district and police services. The City of Gridley and the GUSD have enjoyed many years of a collaborative and supportive relationship.
- Police Patrol personnel have provided more foot patrol and have been active in Daddow Park and Vierra Park. The Police Department continues to encourage safe and responsible experiences while visiting our community parks.
- The Department has been focused on long-term inoperable and abandoned vehicles on Gridley City streets. Some vehicles have been lawfully removed to ensure clean, safe streets for our community.
- Police personnel led the security responsibilities for the Butte County Fair held August 24<sup>th</sup> – 27<sup>th</sup>. The City of Gridley supports the annual fair by providing contractual security services each year. The security efforts at this year's fair were successful with no significant incidents reported.
- The Department continues in its goal to provide quality service in all aspects of public safety to the citizens we serve. The August 2017 statistics are provided below:

<b>City of Gridley - Police Activity</b>	<b>August 2017</b>	<b>Year Total</b>
Adult Arrests	71	480
Juvenile Arrests	1	13
Misdemeanor Arrests	63	419
Felony Arrests	9	67
Felony Crimes Reported	8	97
Misdemeanor Crimes	59	465
<b>Total Police Incidents*</b>	<b>1,561</b>	<b>9,175</b>
Battery	13	79
Burglary	7	51
Deceased Person	2	10



Vandalism	10	53
Stolen Vehicle	1	13
Robbery	0	2
Public Intoxication	6	40
Patrol Request	128	236
Medical Aid	15	260
Area Checks	248	1039
Pedestrian Checks	80	441
Disturbing the Peace	34	220
Total 911 Calls	303	2,274
Total Accidents	15	58
Name Exchanges	0	8
Total Traffic Citations	60	435
DUI Arrests	3	16
Traffic Stops	192	1,326
Extra Help Hours	227.50	2,063.25
RSVP Hours	20	124
<i>"Police Incidents" are those Police responses originating from telephone calls to the Dispatch Center, walk-ins at the Police lobby, Police Officer self-initiated activity and email or social media communications.</i>		

- The Electric Utility/Public Works Director Daryl Dye and Electric Crewmembers significantly overhauled and reorganized the Sally Port at the Police Station. The area had become a safety concern and was in need of attention. The Electric Crew completed modifications to the sally port to make it safer and better support Police Officers' safe handling of in-custody prisoners when using the Sally Port. Structural improvements, concrete floor painting, interior wall painting and reorganization of the property management system was completed. We are very grateful for the Electric Crew's quality efforts in making the Police Facility safer and more efficient (see pictures below of Electric Departments work).



## 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

- Crews prepped Gridley streets for Butte County to paint center lines throughout the community (see picture side). placed No Parking signs, and helped with traffic control while lines were being painted.
- Public Works Crews have completed painting curbs and street markings in preparation of the start of school.
- Public Works Crews continue hauling our street sweeping debris to pond 3 off of Richards Avenue.
- Using our new Crack Sealing Trailer and equipment, Crews have completed crack sealing on Fairview Drive and will continue in locations throughout the City over the next several weeks.
- Crews continue pruning at the sewer plant.
- Crews moved soccer goals to Sycamore in preparation for the Youth Soccer Season.



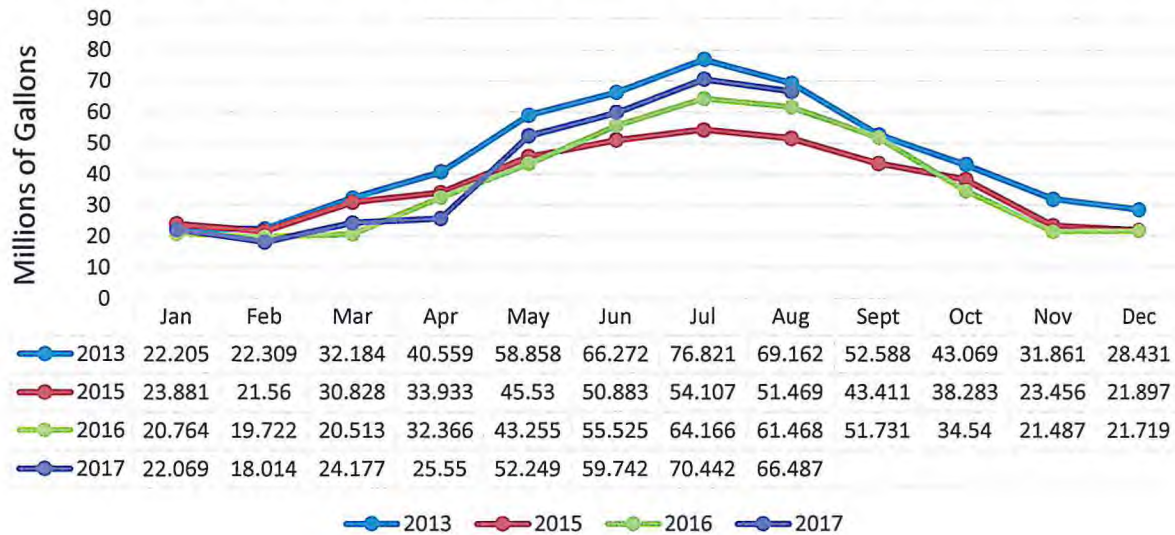
Department of Public Works Activity	
Water Leaks Repaired	3
Water Encoder Receiver Transmitter installed/Replaced (ERT's)	2
Sewer Plugs	0
Tree Removal/Trimmed	0
Water Related Service Calls	2
Sewer Related Service Calls	0
Under Ground Service Alerts (USA's)	3
Park Related Service Calls	0
Other Service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

Production Well	Volume Pumped	Calc. Fl	Calc. Chlor
Eagle Meadows	25.041 M.G.	.72 mg/l	.2036 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.	11.557 M.G.	.65 mg/l	.2169 mg/l
Liberty	18.277 M.G.	.68 mg/l	.2436 mg/l
Parkside	11.612 M.G.	.64 mg/l	.2635 mg/l

Monthly Water Production	
Total water pumped to system:	66.487 M.G.
Ave. chlorine residual in the system:	.18 mg/l
Ave. tested fluoride in the system:	.75 mg/l
Lab tested fluoride in the system:	.8 mg/l



## Comparative Water Usages for 2013,2015,2016



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

Total flow to the Plant was 40,020,000 gals.

Flow from Butte County Housing Authority was 877,800 gals.

### Recreation

- Checkout Recreation's Facebook page at <https://www.facebook.com/groups/120025737091/>
- Soccer is now underway.
- The Recreation Community Center meeting rooms are available for rent on evenings and weekends. The rental fee is \$100 per room, with an additional refundable \$50 cleaning deposit.

### City Council Formal Calendar

- The City Council will hold its next Regular City Council meeting on Monday, September 18<sup>th</sup> at 6:00 pm at City Hall.
- The Butte County Board of Supervisors Agenda for the 9:00 am meeting on Tuesday, September 12<sup>th</sup> in Oroville can be accessed at the following link:  
<http://www.buttecounty.net/boardofsupervisors/BoardMeetings.aspx>

Thank you for your ongoing support and guidance.

Respectfully,

Paul





# **Gridley City Council – DRAFT City Council Meeting Minutes**

Monday, August 21, 2017; 6:00 pm  
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

## **CALL TO ORDER**

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

## **ROLL CALL**

### **Councilmembers**

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

**Staff present:** Paul Eckert, City Administrator  
Tony Galyean, City Attorney  
Daryl Dye, Electric/Public Works Superintendent  
Dean Price, Police Chief  
Donna Decker, Planning Consultant

## **PLEDGE OF ALLEGIANCE**

**The Pledge of Allegiance was led by Councilmember Borges**

## **INVOCATION**

**David Henry of the First Baptist Church provided the invocation**

## **PROCLAMATIONS**

**None**

## **COMMUNITY PARTICIPATION FORUM**

**The Mayor 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 August 7, 2017

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

**Motion passed all in favor**

## **PUBLIC HEARING**

**None**

## **OTHER ITEMS FOR COUNCIL CONSIDERATION**

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

**Planning Consultant Donna Decker addressed all three items together, #3, #4 and #5. She briefly reviewed the minor changes made.**

**The Mayor opened the discussion to the public and Ed Becker stood to express his overall approval of the changes made.**

**After brief discussion, motion for the second reading and adoption of Ordinance 827-2017 by Vice Mayor Johnson, seconded by Councilmember Williams**

### **ROLL CALL VOTE**

**Ayes: Borges, Davidson, Hall, Johnson, Williams**

**Motion passed, 5-0**

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

**Motion for second reading and adoption of Ordinance 828-2017 by Councilmember Davidson, seconded by Vice Mayor Johnson**

### **ROLL CALL VOTE**

**Ayes: Hall, Williams, Davidson, Johnson, Borges**

**Motion passed, 5-0**

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

**Motion for the second reading and adoption of Ordinance 829-2017 by Councilmember Davidson, seconded by Mayor Hall**

### **ROLL CALL VOTE**

**Ayes: Davidson, Williams, Borges, Hall, Johnson**

**Motion passed, 5-0**

**6. Police Patrol Vehicle Purchase**

**Police Chief Dean Price reviewed the staff report, which included cost comparisons from other dealerships. He briefly stated the need for the vehicle purchase and that they are a budgeted expense.**

**Motion to approve the purchase and delivery of two police vehicles in the amount not to exceed \$61,793.52 by Vice Mayor Johnson, seconded by Councilmember Williams**

**ROLL CALL VOTE**

**Ayes: Johnson, Davidson, Borges, Williams, Hall**

**Motion passed, 5-0**

**7. Gridley-Biggs Police Services Agreement – Consideration for Authorization**

**Chief Price addressed Council stating that Biggs has already approved the agreement. He stated it runs from September 1, 2017 to June 30, 2020, after which time, either party can cancel with 6 months written notice.**

**Motion to adopt the Gridley-Biggs Police Services Agreement by Councilmember Davidson, seconded by Vice Mayor Johnson**

**ROLL CALL VOTE**

**Ayes: Davidson, Williams, Hall, Borges, Johnson**

**Motion passed, 5-0**

**8. Reconsideration of the use of Shipping Containers in the R-1 Zone**

**Planning Consultant Donna Decker reviewed the staff report, gave a brief history on the code regarding shipping containers and the reason it is before Council tonight. After some discussion, Council's desire was to keep the code as is and not allow shipping containers in R-1 Zone.**

**CITY STAFF AND COUNCIL COMMITTEE REPORTS**

**None**

**POTENTIAL FUTURE CITY COUNCIL ITEMS**

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

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

**AGENCY ROLL CALL**

Members present: Williams, Borges, Hall, Johnson, Davidson  
Absent: None

**ITEMS FOR CONSIDERATION**

9. Review of Tentative Map for the Industrial Park

Consultant Donna Decker reviewed the history of the item as discussed in the staff report. She explained that the City held approximately 35 acres for government use and is required to divest itself of the remaining acreage. Staff is requesting the Successor Agency proceed with the Tentative Subdivision Map to sell the remainder of the property.

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

Planning Consultant Donna Decker reviewed the staff report and outlined that the resolution is simply authorizing the City Administrator to create and choose from a list of qualified professionals to enter into a contract to market and sell the remaining property

Motion to approve Resolution No. 2017-R-024 by Councilmember Davidson, seconded by Vice Mayor Johnson

**ROLL CALL VOTE**

Ayes: Williams, Davidson, Borges, Johnson, Hall  
Motion passed, 5-0

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

**CLOSED SESSION**

**Anticipated Litigation (Government Code: 54956.9(c))**

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

**ADJOURNMENT**

With no items for further discussion, Council adjourned to the next regularly scheduled meeting on September 18.



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Paul Eckert, City Clerk

DRAFT



**City Council Agenda Item #3**  
**Staff Report**

**Date:** September 18, 2017

**To:** Mayor and City Council

**From:** City Administrator Paul Eckert and Ishrat Aziz-Khan, Finance Department

**Subject:** Resolution Accepting a Report of Weed Abatement Costs and Assessing Liens on  
Parcels for Costs

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<b>X</b>	Regular
	Special
	Closed
	Emergency

**Recommendation**

City staff respectfully requests the Mayor and City Council approve Resolution No. 2017-R-025: A Resolution of the City Council of the City of Gridley Accepting a Report of Weed Abatement Costs and Assessing Liens on Parcels for Costs.

**Background**

In accordance with the Gridley Municipal Code (GMC) Section 8.08, notices to Destroy Weeds and Remove Rubbish, Refuse and Dirt were mailed in June, 2017, to property owners of all properties that were found to be in violation of GMC Section 8.06.

Properties were re-inspected in July, 2017. While most owners complied with the notice to abate, eight owners did not and the City proceeded with the abatement of the properties in non-compliance. The owners were billed for the costs of the abatement. To date we have received payment from two owners. The remaining assessments are listed in Attachment A to Resolution No. 2017-R-025.

In 2016, the same process was carried out, however the assessments were not sent to Council for approval and the properties were not assessed the cost of abatement. Seven owners were billed in 2016; one made a full payment and one made a partial payment. The remaining assessments are combined with those from 2017 in Attachment A to Resolution No. 2017-R-025.

**Financial Impact**

Ensuring collection of costs related to fire safety weed abatement charges is consistent with the Council's commitment to sound financial management practices.

**Compliance with City Council Strategic Plan or Budget Goals**

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

**Attachments**

Resolution No. 2017-R-025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY  
ACCEPTING A REPORT OF WEED ABATEMENT COSTS AND ASSESSING LIENS ON AFFECTED  
PARCELS FOR SAID COSTS**

**WHEREAS**, Chapter 8.08 of the Gridley Municipal Code prescribes the process for abatement of weeds which constitute a public nuisance (Government Code 54988 (a) (1) & Gov 25845), *and*

**WHEREAS**, pursuant to Section 8.08.020 weeds located on various parcels in the City were declared a public nuisance, the respective parcel owners were duly noticed to abate the nuisances and the requisite public hearing was conducted by the City Council, *and*

**WHEREAS**, most noticed property owners have complied with the order to abate their weeds; however, several did not so comply and the City Public Works Department has subsequently abated the nuisance existing on these parcels, *and*

**WHEREAS**, Section 8.06.100 of the Gridley Municipal Code requires that an itemized report illustrating the cost of abatement for each parcel shall be levied against the respective parcels as a special assessment and a lien attaches to each such parcel.

**WHEREAS**, Section 1.09.210 of the Gridley Municipal Code allows any administrative penalty costs to be levied against the respective parcels as a special assessment and a lien attaches to each such parcel.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Gridley that the attached report of costs for abating weeds on various parcels, Attachment "A", is confirmed and that a lien be attached to the appropriate parcels.

**BE IT FURTHERED RESOLVED** that the weed abatement costs assessable to various parcels shall be forwarded to the Butte County Tax Assessor for inclusion on the tax bills of the parcels so indebted, and collected as are all regular county taxes.

**I HEREBY CERTIFY** that the foregoing resolution of the City Council of the City of Gridley was duly introduced, passed and adopted at a regular meeting of the City Council of the City of Gridley held on the 18th day of September, 2017 by the following vote, to-wit:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS



ABSENT: COUNCILMEMBERS

ATTEST:

APPROVE:

\_\_\_\_\_  
Paul Eckert, City Administrator

\_\_\_\_\_  
Frank Hall, Mayor

9062012000	879.30
10350037000	1,784.62
10340032000	497.26
10012012000	399.34
9101004000	561.18
10200043000	2,276.10
10093011000	803.56
10133002000	582.76
10221018000	352.56
10134002000	673.34
10125002000	456.38
9062012000	788.56

**City Council Agenda Item #4**  
**Staff Report**

**Date:** September 18, 2017

**To:** Mayor and City Council

**From:** Donna Decker, Planning Department

**Subject:** Introduction and First Reading of Ordinance 830-2017: An ordinance to rezone approximately 1.98 acres from General Commercial (C-2) and Multiple Family Residential (R-3) to High Density Residential (HDR R-4) located on the east side of Highway 99. (024-260-079)

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<b>X</b>	Regular
	Special
	Closed
	Emergency

**Recommendation**

Staff respectfully requests the City Council:

1. Receive staff report
2. Open public hearing
3. Hear public testimony
4. Close public hearing
5. Council discussion
6. Adopt Ordinance 830-2017 by reading of title only.

**Discussion**

On March 21, 2017, The Planning Commission considered the request to modify the land use designations on the subject site to accommodate the proposed 37-unit Senior Housing project. The components of this project include: a General Plan Amendment, a rezone, notice for the adoption of a Negative Declaration, a Site Development Plan Review, and a Lot Line Adjustment. These entitlements bring the parcel into alignment with the goals of the proposed Senior Housing Development on this parcel.

The Planning Commission reviewed the proposed project on March 21, 2017 to rezone the property. The rezoning provides consistency in land use designation for the entire parcel and allows a greater density for the proposed project. The Multiple Family Residential (R-3) designation allows up to 15 units per acre. The proposed project has a density of 18.7 units per acre. The minor density increase is also supported by the City's Housing Element. The review of the Site Development Plan was considered by the Planning Commission on May 9, 2017. Both of these entitlements were supported by the Planning Commission and the Commission recommended the City Council adopt Ordinance No. 830-2017.

**Public Notice**

A notice was advertised 10 days in advance of the hearing date, posted 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**

An Initial Study was prepared confirming no environmental impacts to the natural environment will occur as a result of this project. A Notice of Intent to adopt a Negative Declaration was published March 31, 2017 providing at least the minimum 20 day review period. The public has had ample time since that date to review the environmental documents. At the time this report was prepared, no comments had been received.

**Financial Impact**

There are no direct costs associated with this effort.

**Compliance with City Council Strategic Plan or Budget Goals**

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

**Attachments:**

1. Ordinance 830-2017
2. Planning Commission Staff Report dated March 21, 2017
3. SDP 02-17 Site Development Plan Review dated May 9, 2017

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO REZONE AN APPROXIMATELY 1.98 ACRES FROM GENERAL COMMERCIAL (C-2) AND MULTIPLE FAMILY RESIDENTIAL (R-3) TO HIGH DENSITY RESIDENTIAL (HDR R-4) LOCATED ON THE EAST SIDE OF HIGHWAY 99 (024-260-079)**

**WHEREAS,** the Planning Commission held a publicly noticed hearing on March 21, 2017 regarding the proposal to rezone approximately 1.98 acres from General Commercial (C-2) and Multiple Family Residential (R-3) to High Density Residential (HDR R-4); and,

**WHEREAS,** at the close of the March 21, 2017 public hearing the Planning Commission recommended the City Council approve rezoning the property; and,

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

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

**WHEREAS,** the City Council duly introduced Ordinance 830-2017 by reading of title only at a regular meeting of the City Council held on September 18, 2017; and,

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

**SECTION 1:** The City Council finds that the rezone of Assessor Parcel Number 024-260-079 is consistent with the 2030 General Plan.

**SECTION 2:** The City Council of the City of Gridley approves the rezone of Assessor Parcel Number 024-260-079 from General Commercial (C-2) and Multiple Family Residential (R-3) to High Density Residential (HDR R-4) and adopts a Negative Declaration finding that the project could not have a significant effect on the environment consistent with the requirements of CEQA.

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

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

\*\*\*

**I HEREBY CERTIFY** that the foregoing property rezone of APN 024-260-079 as noted Sections 1-4 and as shown on Exhibit A, was approved, by reading of title only was effected at the regular meeting of the City Council of the City of Gridley, California, held on the 18<sup>th</sup> day of September, 2017, by the following vote:

AYES: COUNCIL MEMBERS \_\_\_\_\_

NOES: COUNCIL MEMBERS \_\_\_\_\_

ABSENT: COUNCIL MEMBERS \_\_\_\_\_

ABSTAIN: COUNCIL MEMBERS \_\_\_\_\_

ATTEST: APPROVE:

\_\_\_\_\_  
Paul Eckert, City Clerk

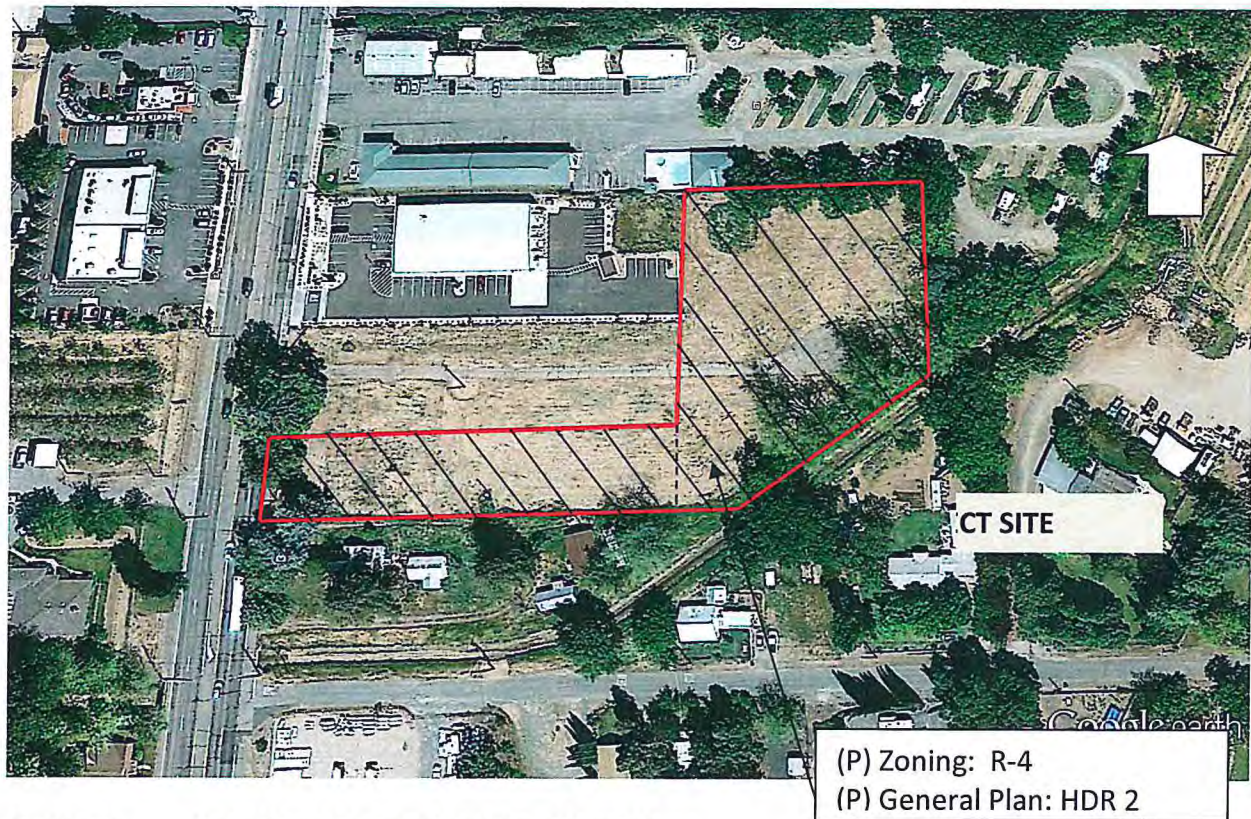
\_\_\_\_\_  
Frank Hall, Mayor

APPROVED AS TO FORM:

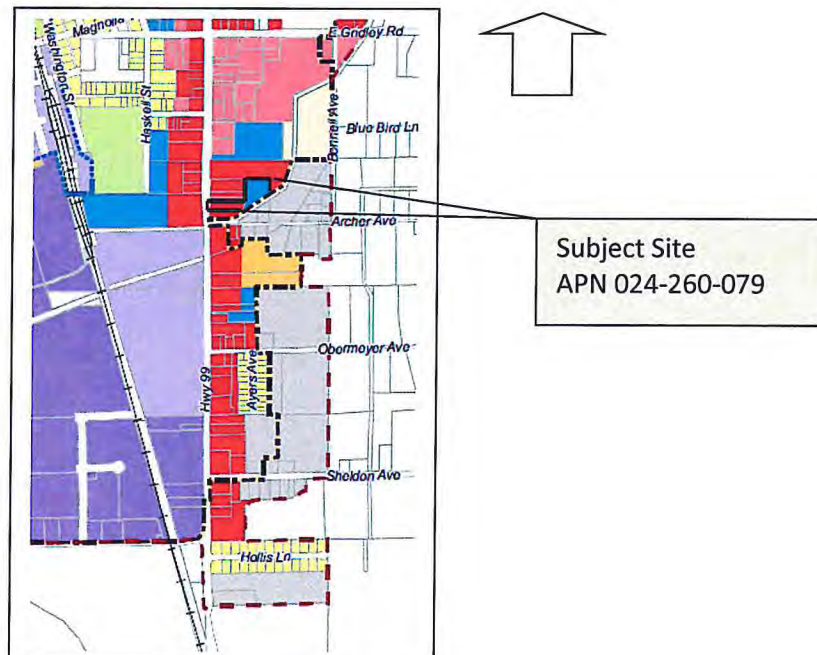
\_\_\_\_\_  
Anthony Galyean, City Attorney



EXHIBIT A



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





**Planning Commission Item #5C**  
**Staff Report**

**Date:** March 21, 2017

**To:** Chair and Planning Commissioners

**From:** Donna Decker, Planning Department

<b>X</b>	Regular
	Special
	Closed
	Emergency

**Subject:** **General Plan Amendment GPA 2-17, Rezone RZ 2-17;** AMG & Associates; Proposed General Plan Amendment and Rezone of approximately 1.98 acres from the General Plan land use designation of Commercial and Residential, High Density to Residential, High Density 2, and rezoned from General Commercial (C-2) and Multiple Family Residential (R-3) to High Density Residential (HDR R-4) located on the east side of Highway 99. (024-260-079 and 024-260-080)

---

**Recommendation**

City staff respectfully recommends the Planning Commission:

1. Recommend the City Council adopt the resolution to amend the General Plan land use designation; and,
3. Approve an ordinance to rezone the property from Multiple-Family Residential to High Density Residential (HDR R-4).

**Summary**

The applicant, AMG & Associates, submitted applications for a lot line adjustment, a rezone and General Plan Amendment for the property located on the east side of Highway 99, south of Dollar General. The lot line adjustment is processed and approved by the Planning Department in conjunction with a review by the City Engineer. The original parcel was split zoned with Commercial (C-2) and Multi-Family Residential (R-3).

**Discussion**

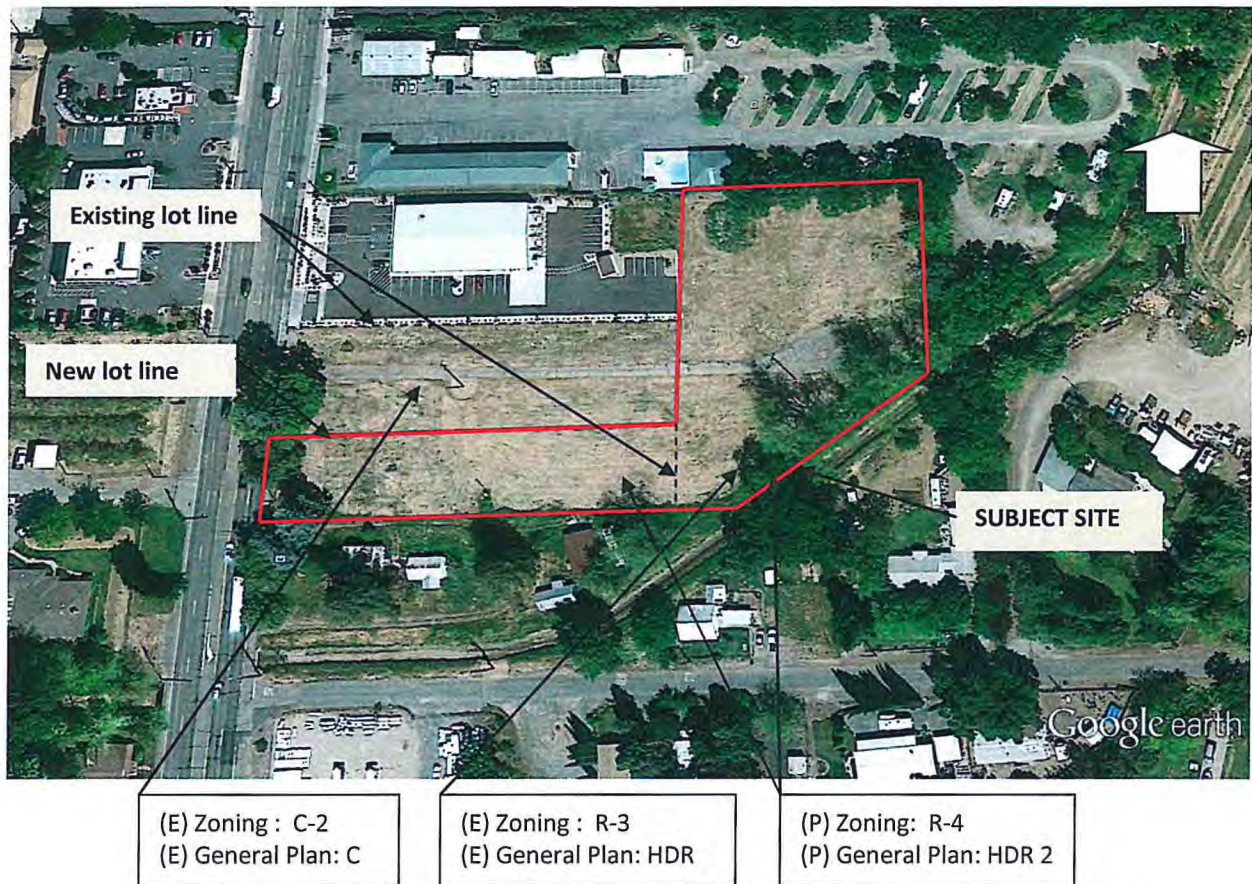
The subject site is an approximately 1.98 acre parcel located on the east side of Highway 99 south of the Dollar General.

The use of the surrounding properties is commercial adjacent to the west, north and east boundaries with a single family residential parcel to the south. The lands are zoned General Commercial (C-2). The property across the canal is not located in the incorporated area of the City of Gridley.

The subject site is currently zoned with two designations as shown in Figure 1 below. The area on the existing parcel configuration located from Highway 99 to the southeast corner of Dollar General is zoned General Commercial (C-2). The area located to the east on the same parcel is



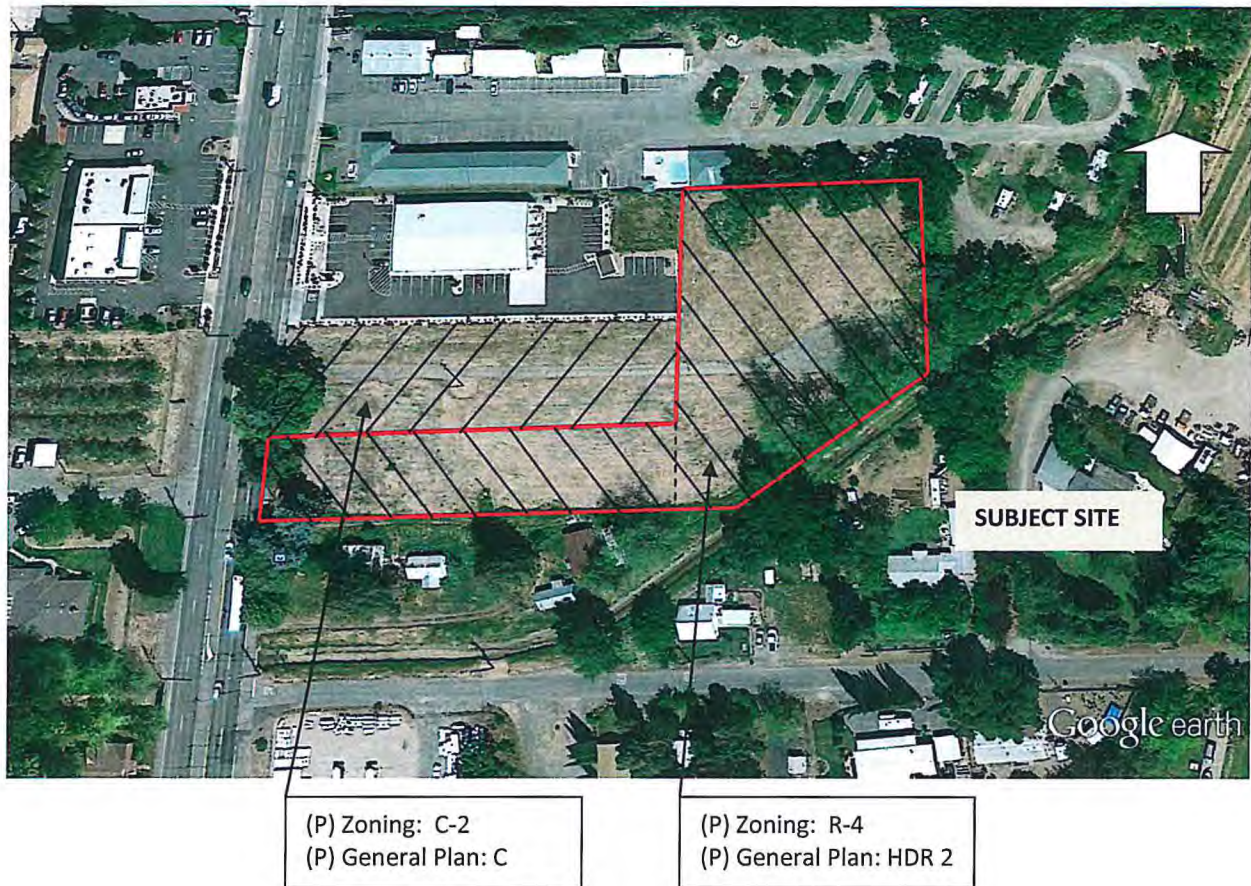
zoned Multi-Family Residential (R-3). When the lot line is complete, the General Plan designation for the new parcel outlined in red will all be High Density Residential 2 (HDR 2) and the zoning will be High Density Residential (R-4).



**Figure 1: Location Map and Existing Conditions**

The proposed result of the General Plan Amendment and rezone are depicted in Figure 2 below. The amendments will clean up the existing split zoned parcel and provides a continuous Commercial zoning designation north of the new boundary line.





**Figure 2: Proposed General Plan and Zoning land use designations**

The purpose of the amendments is for the development of the parcel. The applicant will be submitting a Site Development Review application for a senior housing project. The project is expected to have thirty-seven units; thirty-one (31) one bedroom, one bath units and six (6) two bedroom one bath units. The proposed number of units would be a density of 19 du/ac which is greater than R-3 zoning allows (9-15).

The proposed development is consistent with the goals and objectives of the Housing Element and infill development.

#### **Public Notice**

A notice was posted in the Gridley Herald 10 days in advance of the Planning Commission meeting, posted at City Hall, made available at the Administration public counter, and placed on the City website for review. Notices were also mailed to all owners within 300 feet. At the time this report was prepared no comments had been received.

#### **Environmental Review**

The proposed project requires a Negative Declaration. At the time of this report, no significant impacts had been identified. The Initial Study and Negative Declaration will be provided to the

City Council for approval when the resolution for the General Plan Amendment and the Ordinance for the rezone are presented.

**Attachments –**

1. Exhibit A- Plat of Lot Line Adjustment

**Planning Commission Item #5B**  
**Staff Report**

**Date:** May 9, 2017

**To:** Chair and Planning Commissioners

**From:** Donna Decker, Planning Department

	Regular
<b>X</b>	Special
	Closed
	Emergency

**Subject:** **Site Development Plan Review 02-17;** AMG & Associates, LLC; Proposed development of approximately 1.98 acres for a 37 unit senior housing development consisting of a single 12,986 square foot structure with a 1,813 square foot shared community area, 44 parking spaces with a density of 18.68 du/ac, and landscaped open space. The General Plan land use designation Residential, High Density 2, and zoned High Density Residential (HDR R-4) located on the east side of Highway 99.  
(024-260-079 and 024-260-080)

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**Recommendation**

City staff respectfully recommends the Planning Commission:

1. Determine the project is Categorically Exempt per the California Environmental Quality Act, Section 15303(d), Class 3, New Construction or Conversion of Small Structures and Section 15332(a-e), Class 32, Infill Development Projects; and,
2. Approve Site Development Plan Review 02-17.

**Summary**

On March 21, 2017 the Planning Commission reviewed and considered a General Plan Amendment and Rezone of the proposed project area. The Planning Commission voted unanimously to recommend to the City Council to amend the land use designations. On March 15, 2017, the City Council will consider the recommendation made by the Planning Commission.

The site development plan review provides detailed information of the project for the Planning Commission to consider.

**Discussion**

**Location**

The subject site is an approximately 1.98 acre parcel located on the east side of Highway 99 south of the Dollar General, north of Archer Street. The use of the surrounding properties is commercial adjacent to the west, north and east boundaries with a single family residential parcel to the south.





**Figure 1: Location Map**

#### General Plan and Zoning

The City is in the process of concluding the amendments to the land use designations for the General Plan and Zoning. The concurrent processing provides consistency of the existing properties and the proposal for this project. The General Plan designation for the parcel outlined in red will be High Density Residential 2 (HDR 2) and the zoning will be High Density Residential (R-4).

#### Site Design

The site is entered from Highway 99 to a 25 foot paved entry drive. The drive lies in an approximately 80 foot access strip which provides a sidewalk on the north side from the building to Highway 99 and a detention basin and landscaping on the south side of the entry. The sidewalk connecting the development to Highway 99 also has a loop for walking around the building. A crosswalk from the walking loop connects to a picnic area and pergola, a small dog park, and a community garden in the northeast corner with raised planters. These amenities provide an opportunity for exercise, enjoyment of the surrounding area and gardening.

The site is configured with the following constructed elements:

• Building Footprint	12,986 Sq. Ft.	15.04%
• AC Paving	32,708 Sq. Ft.	37.88%
• Site Amenities	1,141 Sq. Ft.	1.32%
• Walkways and pads	6,667 Sq. Ft.	7.72%
• Landscape, Open Space	32,841 Sq. Ft.	38.04%

Total Area (1.98 Ac)	86,343 Sq. Ft.	100%
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The areas described above may vary when actual construction drawings are prepared for submittal.

#### Parking

In accordance with Chapter 17.76, the code requires a minimum of one space for each 1 bedroom unit and one and one-half spaces for each 2 bedroom unit due to the project is a senior housing development a reduction in the number of spaces is allowed. The project is providing 44 total spaces; 40 required and 4 additional guest parking spaces.

#### Building Design

The development will construct a single three-story structure that will have a unit mix as follows:

No.	Bedroom	Square Footage
• 27	1-Bedroom	607
• 4	1-Bedroom	755
• 3	2-Bedroom	799
• 3	2-Bedroom	805

The shared community area is located at the entry to the building and is 1,813 square feet. These units and the community area provide 26,034 square feet of building area.

#### Building Exterior

The exterior design is attractive and has proposed various siding treatments utilizing cultured stone, horizontal siding, shake style, and vertical board and batten siding. The gable end vents are triangular louvered vents that match the roof pitch. Corbel brackets are also shown on the gable ends and corners providing additional architectural detailing. The proposed roofing is a 30 year composition shingle.

The exterior treatments are visually pleasing; however, the use of vinyl may not be the best choice for the long term life of the project. The summer heat in the area has been shown to melt vinyl sidings; therefore, the project is conditioned to provide the same aesthetics but to use James Hardi fiber cement siding or equal. The proposed color palette varies from sage to cream with a dark roof.

#### Landscaping

The project will be conditioned to submit landscape and irrigation plans and water use calculations prior to permit issuance.

**Public Notice**

A notice was posted in the Gridley Herald 10 days in advance of the Planning Commission meeting, posted 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**

The proposed project is categorically exempt from CEQA.

**Attachments –**

1. Exhibit A- Draft Conditions of Approval
2. Exhibit B- Project Plans.

Exhibit A  
**DRAFT CONDITIONS OF APPROVAL**  
Site Development Plan Review No. 02-17  
1464 Hwy 99 (Previously 1470 Highway 99)  
APN 024-260-079 and 024-260-080

**Approved Use:**

Site Development Plan review for an approximately 1.98 acres to construct a 37 unit senior housing development consisting of a single 12,986 square foot structure with a 1,813 square foot shared community area, 44 parking spaces with a density of 18.68 du/ac, and landscaped open space. The General Plan land use designation Residential, High Density 2, and zoned High Density Residential (HDR R-4) located on the east side of Highway 99.  
(024-260-079 and 024-260-080)

**Conditions of Approval:**

**General**

1. The approved use for SDP 02-17 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, and etc. shall be subject to the review and approval by the Planning Department.
2. 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.
3. All construction shall be in accordance with all of 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.
4. The applicant/owner shall submit two (2) sets of plans for all work to the City of Gridley Planning Department to review for conformance to the Gridley Municipal Code prior to submittal to the County of Butte for building permit review.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. The property owner shall enter into a written agreement for the installation and maintenance of landscaping 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. Independent agreements shall be for the State and for the City of Gridley.
12. The property owner shall enter into a written agreement for the maintenance of the 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. Independent agreements shall be for the State and for the City of Gridley.

13. 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.
14. Bicycle racks and an enclosed bicycle storage area shall be provided for the residents.
15. The project shall ensure that all interior noise levels are met by construction practices.
16. A minimum of five feet of landscaping shall be provided from the property line to the back of sidewalk within the State right-of-way.
17. Complete off-site improvements shall be designed, reviewed and approved by the City Engineer and Caltrans prior to permit issuance.
18. Plans shall be submitted for review and approval for all open space, landscaping, irrigation, fencing, pergola, picnic area, dog park fencing, and community garden areas for review and approval by the Planning Department of the City of Gridley and the Butte County Building Department prior to permit issuance.
19. 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.
20. Plans shall reflect the placement of all gutters and downspouts and depict the connection to the detention basin.
21. Provide required Title 24 Energy Calculations. All measures in the calculations shall be reflected on the plans.
22. 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.
23. During construction, all Butte County Air Quality mitigation measures shall be complied with.
24. 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.

{End}





**City Council Agenda Item #5**  
**Staff Report**

**Date:** September 18, 2017  
**To:** Mayor and City Council  
**From:** Donna Decker, Planning Department

<b>X</b>	Regular
	Special
	Closed
	Emergency

**Subject:** Adopt Resolution Number 2017-R-026: A resolution for a General Plan amendment to change the General Plan land use designation of approximately 1.98 acres from Commercial (C) and Residential, High Density to Residential, High Density 2 and to adopt a Negative Declaration pursuant to CEQA finding there is no environmental impact from the land use re-designation. (024-260-079)

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**Recommendation**

Staff respectfully requests the City Council:

1. Receive staff report
2. Open public hearing
3. Hear public testimony
4. Close public hearing
5. Council discussion
6. Adopt resolution number 2017-R-026 to amend the General Plan land use designations and adopt a Negative Declaration for Ordinance 830-2017 and 2017-R-026.

**Discussion**

On March 21, 2017, the Planning Commission considered the request to modify the land use designations on the subject site to accommodate the proposed 37-unit Senior Housing project. The components of this project include: a General Plan Amendment, a rezone, notice for the adoption of a Negative Declaration, a Site Development Plan Review, and a Lot Line Adjustment. These entitlements bring the parcel into alignment with the goals of the proposed Senior Housing Development on this parcel.

The Planning Commission reviewed the proposed project to amend the General Plan land use designation. The amendment provides consistency in land use designation for the entire parcel and allows a greater density for the proposed project. Amending the General Plan land use designation will allow the proposed density of 18.7 units per acre. The minor density increase is supported by the City's Housing Element and further allows consistency related to the proposed rezone of the property.

**Public Notice**

A notice was advertised 10 days in advance of the hearing date, posted at City Hall, made available at the Administration public counter and placed on the City website for review. The Notice of Intent to Adopt a Negative Declaration was publicly noticed for a minimum of 20 days. At the time this report was prepared, no comments had been received.

**Environmental Review**

An Initial Study was prepared confirming no environmental impacts to the natural environment will occur as a result of this project. A Notice of Intent to adopt a Negative Declaration was published March 31, 2017 providing at least the minimum 20-day review period. The public has had ample time since that date to review the environmental documents. At the time this report was prepared, no comments had been received.

**Financial Impact**

There are no direct costs associated with this effort.

**Compliance with City Council Strategic Plan or Budget Goals**

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

**Attachments:**

- 1.) Resolution No. 2017-R-026
- 2.) Negative Declaration and Initial Study

**A RESOLUTION OF THE GRIDLEY CITY COUNCIL TO AMEND THE GENERAL PLAN LAND USE DESIGNATIONS OF APPROXIMATELY 1.98 ACRES FROM COMMERCIAL AND RESIDENTIAL, HIGH DENSITY TO RESIDENTIAL, HIGH DENSITY 2 AND TO ADOPT A NEGATIVE DECLARATION PURSUANT TO CEQA FINDING THERE IS NOT ENVIRONMENTAL IMPACT FROM THE LAND USE RE-DESIGNATIONS. (024-260-079)**

**WHEREAS**, the Planning Commission held a publicly noticed hearing on March 21, 2017 regarding the proposal to amend the General Plan land use designation from Commercial and Residential, High Density to Residential, High Density 2 for a 1.98-acre parcel located on the east side of Highway 99; and,

**WHEREAS**, at the close of the March 21, 2017 public hearing the Planning Commission recommended that the City Council approve the amendment of the General Plan land use designation for the 1.98-acre parcel; and,

**WHEREAS**, the City Council reviewed the recommendation of the Planning Commission at its September 18, 2017 public hearing also considering the Initial Study, and did find the change in General Plan land use designation and rezoning could not have a significant effect on the environment; and,

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

**NOW, THEREFORE, BE IT RESOLVED:**

1. The City Council of the City of Gridley amends the General Plan land use designation of the Assessor Parcel Number 024-260-079 from Commercial and Residential, High Density to Residential, High Density 2; and,
2. The City Council of the City of Gridley adopts a Negative Declaration finding that the project could not have a significant effect on the environment.
3. The General Plan Map of the City of Gridley on file with the City Clerk, designating and dividing the City into land use districts, is hereby amended, in accordance with the herein description.

**I HEREBY CERTIFY** that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on the 18<sup>th</sup> day of September, 2017 by the following vote:

AYES:           COUNCIL MEMBERS

NOES:           COUNCIL MEMBERS

ABSTAIN:       COUNCIL MEMBERS

**RESOLUTION NO. 2017-R-026**

ABSENT: COUNCIL MEMBERS

ATTEST:

APPROVE:

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Paul Eckert, City Clerk

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Frank Hall, Mayor

**NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION AND NOTICE OF PUBLIC HEARING  
FOR A PROPOSED GENERAL PLAN AMENDMENT AND REZONE OF APPROXIMATELY 1.98  
ACRES FROM THE GENERAL PLAN LAND USE DESIGNATION OF COMMERCIAL AND  
RESIDENTIAL, HIGH DENSITY TO RESIDENTIAL, HIGH DENSITY 2, AND REZONE FROM GENERAL  
COMMERCIAL (C-2) AND MULTIPLE FAMILY RESIDENTIAL (R-3) TO HIGH DENSITY RESIDENTIAL  
(HDR R-4) LOCATED ON THE EAST SIDE OF HIGHWAY 99. (024-260-079)**

NOTICE IS HEREBY GIVEN that the City Council of the City of Gridley will hold a public hearing to consider a General Plan Amendment and Rezone of approximately 1.98 acres on September 18, 2017 at 6:00 p.m. in the City of Gridley Council Chambers located at 685 Kentucky Street, Gridley, California as follows:

Project Information:

General Plan Amendment (GPA 2-17) and Rezone (RZ 2-17) of approximately 1.98 acres.

APN: 024-260-079

Project location:

Subject site is located on the east side of Highway 99, south of Dollar General.

The California Environmental Quality Act (CEQA) requires this notice to disclose whether any environmental impacts may exist as a result of the proposed General Plan Amendment and rezone of the subject site.

The City of Gridley has prepared an Initial Study and is considering the adoption of a Negative Declaration pursuant to the requirements of CEQA. The Initial Study for the project is on file for review and comment at City Hall located at 685 Kentucky Street, Gridley, California 95948. All persons are invited to review the documents. Comments regarding the proposal may be submitted in writing to the Planning Department at City Hall at any time prior to the hearing or orally at the meeting date noted above.

If you challenge the above application in court, you may be limited to raising only those issues you or someone else raised at the public hearing or in written correspondence delivered to the Planning Department or to the City Council on the date of the scheduled hearing.

For information, please contact the Planning Department at (530) 846-3631 or [planningdept@gridley.ca.us](mailto:planningdept@gridley.ca.us).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the hearing, please contact Jodi Molinari at (530) 846-5695. Notification at least 72 hours prior to the hearing will enable staff to make reasonable arrangements.

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## ***ENVIRONMENTAL CHECKLIST***

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### **I. BACKGROUND**

1. Project Title: Senior Housing Development  
(GPA 2-17; RZ 2-17)
2. Lead Agency: City of Gridley  
Planning Department  
685 Kentucky St  
Gridley, CA 95948
3. Contact Person: Donna Decker/DES  
Phone: (530) 846-3631 or  
(530) 763-4390  
Fax: (530)846-3229  
[Planningdept@gridley.ca.us](mailto:Planningdept@gridley.ca.us)
4. Project Location: See Project Description
5. Project Sponsor's Name and Address: AMG & Associates  
16633 Ventura Blvd, Ste 1014  
Encino, CA 91436
6. General Plan Designation: See Project Description
7. Zoning: See Project Description
8. Description of Project: See Project Description
9. Surrounding Land Uses and Setting: See Project Description

### **II. PROJECT DESCRIPTION**

#### **Introduction**

This Initial Study and Negative Declaration (IS/ND) provides the California Environmental Quality Act (CEQA) environmental analysis for the proposed General Plan Amendment and Rezone of approximately 1.98 acres for the development of a 37 unit senior housing development.

In accordance with CEQA Section 15070, this initial study may identify potentially significant effects, but:

1. Revisions in the project plans or proposals made by or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur; and,
2. There is no substantial evidence, in light of the whole record before the agency, that the project as proposed may have a significant effect on the environment prior to a negative declaration and initial study being released for public review.

#### **Project Location**

The subject property is comprised of an approximately 1.98 acre parcel located on the east side of Highway 99, south of Dollar General and north of Archer Street.

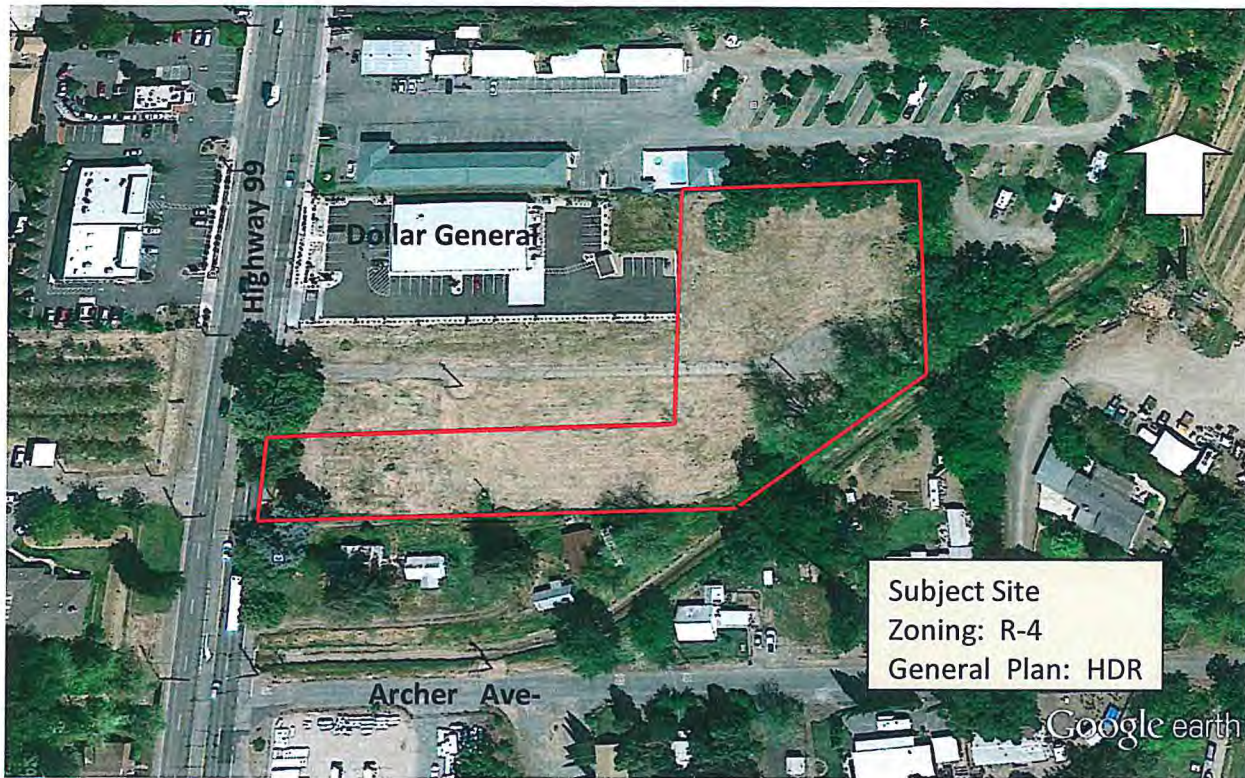


Figure 1: Location Map

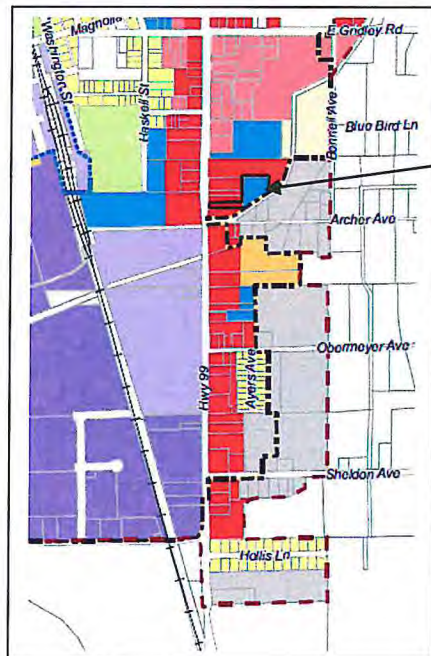


Figure 2: Zoning

**General Plan and Zoning Land Use Designations**

**Existing General Plan:**  
Commercial/Residential  
High Density

**Existing Zoning:**  
General Commercial C-2  
and Multiple Family Residential (R-3) (9-15 du/ac)

**Proposed General Plan:**  
High Density Residential 2  
(HDR 2)

**Proposed Zoning:**  
High Density Residential 4  
(HDR-4) 16-30 du/ac



The parcel has multiple General Plan and zoning land use designations; The General Plan designations are Commercial and Residential, High Density. Similarly, the zoning for the property General Commercial (C-2) and Multiple Family Residential (R-3). The amendment will provide a single General Plan and zoning designation consistent with the future use of the site. The proposed General Plan land use designation is Residential, High Density 2, and the zoning would be High Density Residential (R-4).

### **Project Description**

The proposed project includes the following:

1. General Plan amendment to re-designate the parcels from Commercial and Residential, High Density to Residential, High Density 2.
2. Rezone the parcels from General Commercial (C-2) and Multiple Family Residential (R-3) to High Density Residential (HDR R-4).

Amending the land use designations will provide consistency of use on the site for the development of a senior housing complex having a density of 18.7 du/ac. The future development is considered an infill development and is Categorically exempt. There is no exemption available for amendments to General Plan and zoning land use designations.

### **Surrounding Land Uses and Setting**

The site is bounded on the north with commercial and residential, to the east with single family residential, the south with an existing vacant single family residence and the Butte Water District canal and to the west, Highway 99.

### **Other public agencies whose approval is required**

For the purposes of the amendments to the land use designations for General Plan and Zoning, no other public agency approval is required for this action.

### **ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Aesthetics                    | <input type="checkbox"/> Agriculture Resources              | <input type="checkbox"/> Air Quality            |
| <input type="checkbox"/> Biological Resources          | <input type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Geology/Soils          |
| <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality            | <input type="checkbox"/> Land Use/Planning      |
| <input type="checkbox"/> Mineral Resources             | <input type="checkbox"/> Noise                              | <input type="checkbox"/> Population/Housing     |
| <input type="checkbox"/> Public Services               | <input type="checkbox"/> Recreation                         | <input type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Utilities/Service Systems     | <input type="checkbox"/> Mandatory Findings of Significance |   |



**DETERMINATION:**

On the basis of this initial evaluation:

- ☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



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Signature

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Donna Decker  
City Planner, City of Gridley

March 31, 2017

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Date

### **III. ENVIRONMENTAL CHECKLIST**

The following checklist contains the environmental checklist form presented in Appendix G of the CEQA Guidelines. The checklist form is used to describe the impacts of the Proposed Project. A discussion follows each environmental issue identified in the checklist. Included in each discussion are project specific mitigations which have been incorporated into the project design as a part of the Proposed Project.

For this project, the following designations are used:

**Potentially Significant Impact:**

An impact that could be significant and for which no mitigation has been identified. If any potentially significant impacts are identified, an EIR must be prepared.

**Less Than Significant With Mitigation Incorporated:**

An impact that requires mitigation to reduce the impact to a less-than-significant level.

**Less Than Significant:**

Any impact that would not be considered significant under CEQA relative to existing standards.

**No Impact:**

Any impact that does not apply to the project.

#### **1. AESTHETICS**

##### **Environmental Setting**

The project is an amendment to the General Plan and zoning designations to remove the split zoning on the site.

##### **Standards of Significance**

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Substantially alter or degrade the existing visual character or quality of the project site;
- Have a substantial effect on a scenic resource; or,
- Substantially increase light or glare in the project site or vicinity which would adversely affect day or night time views.

Issues	Potentially Significant Impact	Less Than Significant With Mitiga- tion Incorporated	Less Than Significant Impact	No Impact

**Aesthetics***Would the project:*

- |  |  |  |  |   |
|--|--|--|--|---|
| a) Have a substantial adverse effect on a scenic vista?  |  |  |  | X |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? |  |  |  | X |
| c) Substantially degrade the existing visual character or quality of the site and its surroundings?  |  |  |  | X |
| d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?                                    |  |  |  | X |

**Discussion**

- a-d) The change in the land use designations will not alter existing aesthetic conditions; there is no scenic vista to consider. Therefore, there would be a ***no-impact***.

**2. AGRICULTURAL RESOURCES****Environmental Setting**

The project site is vacant, undeveloped land; an existing single family residence was demolished approximately 2 years ago. The site was previously rezoned to Commercial and Multi-family Residential for future growth and development.

**Standards of Significance**

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural uses;
- Conflict with or result in the cancellation of a Williamson Act contract;
- Adversely affect agricultural production.

Issues	Potentially Significant Impact	Less Than Significant With Mitiga- tion Incorporated	Less Than Significant Impact	No Impact

**Agricultural Resources**

*In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:*

- a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? X
- b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? X
- c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use? X
- d) Result in the loss of forest land or conversion of forest land to non-forest use? X
- e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? X

**Discussion**

- a-e) Agriculture resource impacts are not applicable to this project. The property is currently vacant; however, single family residential uses pre-existed on the site. The property has been previously zoned for commercial and multi-family residential use. There is no loss to agricultural resources; therefore, this would be a ***no-impact***.

**AIR QUALITY****Environmental Setting**

The entire air basin is currently designated as nonattainment for the State 24-hour and the annual PM10 standards. The Butte County and Sacramento Metro air districts are designated as nonattainment for the State PM2.5 annual standard,

**Standards of Significance.**

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Result in pollution emission levels above those established by BCAQMD in either short term (construction related) or long term (traffic).

Issues	Potentially Significant Impact	Less Than Significant	Less Than Significant Impact	No Impact
		With Mitiga- tion Incorporated		

**Air Quality**

*Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:*

- |  |   |
|--|---|
| a) Conflict with or obstruct implementation of the applicable air quality plan?  | X |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality  | X |
| b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non- attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? | X |
| d) Expose sensitive receptors to substantial pollutant concentrations?   | X |
| e) Create objectionable odors affecting a substantial number of people?  | X |

## **Discussion**

- a-e) The change in the General Plan and zoning land use designations will not create an air quality impact. Amending the land use designations will not conflict with the BCAQD air quality plan, will not violate or substantially contribute to a net increase of pollutants, will not expose sensitive receptors nor create objectionable odors; therefore, this would be a *no-impact*.

## **4. BIOLOGICAL RESOURCES**

### **Environmental Setting**

The project site is within the urban Gridley city area with residential and commercial uses in the surrounding area.

### **Standards of Significance**

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Adversely affect, either directly or through habitat modification, any endangered, threatened or rare species, as listed in Title 14 of the California Code of Regulations (Sections 670.5) or in Title 50, Code of Regulations (Sections 17.11 or 17.12 or their habitats (including but not limited to plants, fish, insects, animals, and birds);
- Have a substantial adverse impact, either directly or through habitat modification, on any species identified as a candidate, sensitive or special-status species in local or regional plans, policies, or regulations or by the CDFG or USFWS;
- Have a substantial adverse impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the CDFG or USFWS;
- Adversely affect federally protected wetlands (including but not limited to marsh, vernal pool, coastal, etc) either individually or in combination with the known or probable impacts of other activities through direct removal, filling, hydrological interruption, or other means;
- Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established resident or migratory wildlife corridors, or impede the use of wildlife nursery sites; or,
- Conflict with any local or regional policies or ordinances designed to protect or enhance biological resources, such as a tree preservation policy or ordinance.



Issues	Potentially Significant Impact	Less Than Significant With Mitiga- tion Incorporated	Less Than Significant Impact	No Impact

**Biological Resources***Would the project:*

- |  |   |
|--|---|
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | X |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?   | X |
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?   | X |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?   | X |
| e) Conflict with any local policies or ordinances Protecting biological resources, such as a tree preservation policy or ordinance?  | X |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?   | X |

**Discussion**

- a-f) The subject site is level, has been developed prior to demolition of the existing structures, and there are no endangered, threatened, or rare species of flora or fauna known to inhabit the project site; no impact to riparian habitat or sensitive species; no impact to federally protected wetlands; will not interfere with fish or other migratory species, will not conflict with any local policies or ordinances protecting species from impact; and, will not conflict with conservation or habitat plans. The project consists of a change in land use designations to more aptly describe the existing conditions and future mixed use development. Therefore, this would be a ***no-impact***.

**5. CULTURAL RESOURCES****Environmental Setting**

The subject site is not located in an area identified as having site specific historical, archeological, paleontological or geologic features or resources. The property has previously been developed with residential and outbuildings and no archeological resources have been or expected to be discovered on the site.

**Standards of Significance**

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Cause a substantial change in the significance of a historical or archeological resource as defined in the CEQA Guidelines Section 15064.5; or,
- Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

Issues	Potentially Significant Impact	Less Than Significant With Mitiga- tion Incorporated	Less Than Significant Impact	No Impact

**Cultural Resources**

*Would the project:*

- |   |   |
|---|---|
| a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?    | X |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? | X |
| c) Directly or indirectly destroy a unique Paleontological resource or site or unique geologic feature?       | X |

- d) Disturb any human remains, including those interred outside of formal cemeteries? X

### Discussion

- a-d) The amendment of the land use designations will not impact cultural resources. The site has been developed with single family residential, out buildings and agricultural activity. The project is a change in land use designations to; therefore designated as ***no-impact***.

## 6. GEOLOGY AND SOILS

### Environmental Setting

The City of Gridley does not lie within a designated Alquist-Priolo Fault Zone. Faults within the vicinity of Gridley are generally considered inactive. In 1975, the Oroville earthquake occurred on the Swain Ravine lineament of the Cleveland Hill Fault; Gridley is an approximate 10 miles distance from the largest epicenter.

### Standards of Significance

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Result in a project being built that will either introduce geologic, soils, or seismic hazard by allowing the construction of the project on such a site without protection against those hazards.

Issues	Potentially Significant Impact	Less Than Significant	Less Than Significant Impact	No Impact
		With Mitigation Incorporated		

### Geology and Soils

*Would the project:*

- a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: X
- i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. X

ii) Strong seismic ground shaking?	X
iii) Seismic-related ground failure, including liquefaction?	X
iv) Landslides?	X
b) Result in substantial soil erosion or the loss of topsoil?	X
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	X

### Discussion

- a-i- iii) The subject site is located outside the Alquist-Priolo Earthquake Fault Zone as delineated by the California Division of Mines and Geology<sup>1</sup>. The project would not be subject to potential damage from earthquake ground shaking as a greater than the maximum MMI VII of the Modified Mercalli Scale.

The State of California provides minimum standards for building design through the California Building Standards Code (California Code of Regulations (CCR), Title 24). The California Uniform Building Code is based on the UBC and has been modified for California conditions with numerous more detailed and/or stringent regulations. The State earthquake protection law requires that buildings be designed to resist stresses produced by lateral forces caused by earthquakes. The City implements the requirements of the California Code through its building permit process. The project is a change in land use designations to more aptly describe the existing conditions; therefore designated as *no-impact*.

- a-iv) The site is flat therefore it would not be subject to landslides. Therefore, this would be categorized as *no-impact*.

- b-e) Natural erosion is frequently accelerated by human activities such as site preparation for construction and alteration of topographic features. No construction is a part of the land use change. Therefore, this would be a *no-impact*.

## 7. GREENHOUSE GAS EMISSIONS

### Environmental Setting

Greenhouse gases are gases that cause and contribute to climate change. "Greenhouse gas" is a term that refers to all of the following types of gases: carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. Greenhouse gases vary in their potency (or potential to cause climate change) and are often measured in tons or million metric tons of carbon dioxide equivalents. Transportation is the largest source of California's greenhouse gas emissions, followed by electricity generation and natural gas used in buildings.

### Standards of Significance

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Result in a project being built that will cause and contribute to climate change and a local increase of greenhouse gas emission.

Issues	Potentially Significant Impact	Less Than Significant With Mitiga- tion Incorporated	Less Than Significant Impact	No Impact

### Greenhouse Gas Emissions

*Would the project:*

- |  |   |
|--|---|
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?      | X |
| b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | X |

### Discussion

- a-b) The project is a change in land use designations and there would be no direct or indirect increase of greenhouse gas emissions nor does the project conflict with any applicable plan, policy or regulation in the Climate Action Plan adopted 2016; therefore designated as *no-impact*.

## 8. HAZARDS AND HAZARDOUS MATERIALS

### Environmental Setting

The project site is within the urban Gridley city area with residential and commercial uses surrounding it. The project consists of a change in land use designations to remove split zoning.

### Standards of Significance

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Result in exposing people to existing contaminated soil during construction activities;
- Result in exposing people to asbestos containing materials;
- Result in exposing people to contaminated groundwater if dewatering activities take place.

Issues	Potentially Significant Impact	Less Than Significant	Less Than Significant Impact	No Impact
		With Mitiga- tion Incorporated		

### Hazards And Hazardous Materials

*Would the project:*

- |  |   |
|--|---|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?  | X |
| b) Create a significant hazard to the public or the Environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?                                | X |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?  | X |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? | X |
| e) For a project located within an airport land use Plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport,   | X |



would the project result in a safety hazard for people residing or working in the project area?

- |  |   |
|--|---|
| f) For a project within the vicinity of a private airstrip would the project result in a safety hazard for people residing or working in the project area?   | X |
| g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?  | X |
| h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? | X |

### Discussion

- a-h) The project is a change in land use designations and will not create a significant hazard to the public; therefore designated as ***no-impact***.

## 9. HYDROLOGY AND WATER QUALITY

### Environmental Setting

The National Pollutant Discharge Elimination System (NPDES) was established in the Clean Water Act to regulate municipal and industrial discharges to surface waters of the U.S. Non-point sourced diffuse and originate over a wide area rather than from a definable point. Two types of non-point source discharges are controlled by the NPDES program; discharges caused by general construction activities and general quality of storm water in municipal stormwater systems.

### Standards of Significance

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Result in substantially degrading water quality or violate any water quality objectives set by the State Water Resources Control Board due to increased sediments or other contaminants generated by consumption and/or operation activities;
- Result in exposing people or property to the risk of injury and damage in the event of a 100 year flood.

Issues	Potentially Significant Impact	Less Than Significant With Mitiga- tion	Less Than Significant Impact	No Impact
		Incorporated		

**Hydrology and Water Quality***Would the project:*

- a) Violate any water quality standards or waste discharge requirements? X
- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? X
- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? X
- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site? X
- e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? X
- f) Otherwise substantially degrade water quality? X
- g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? X
- h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows? X
- i) Expose people or structures to a significant risk of X

loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

- j) Inundation by seiche, tsunami, or mudflow? X

### Discussion

- a-j) The project is a change in land use designations and does not include use of water, construction of infrastructure or expose people to increased risk; therefore designated as ***no-impact***.

## 10. LAND USE PLANNING

### Environmental Setting

The project consists of amending the General Plan and zoning land use designations. The parcel is currently split zoned; the purpose is to have the General Plan and zoning designations consistent for future development of the property.

### Standards of Significance

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Substantially alter an approved land use plan that would result in physical change to the environment.

Issues	Potentially Significant Impact	Less Than Significant	Less Than Significant Impact	No Impact
		With Mitigation Incorporated		

### Land Use Planning

*Would the project:*

- a) Physically divide an established community? X
- b) Conflict with any applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? X
- c) Conflict with any applicable habitat conservation plan or natural community conservation plan? X

## Discussion

- a-c) The change in General Plan designation and zoning will provide single zoning for the property. The change will not conflict with other policies; it will ensure consistency to the 2030 General Plan Update. Therefore, there is ***no-impact***.

## 11. MINERAL RESOURCES

### Environmental Setting

The subject site has not been identified to have mineral resource deposits; the project is an amendment of land use designations.

### Standards of Significance

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Result in the depletion of a mineral resource.

Issues	Potentially Significant Impact	Less Than Significant With Mitiga- tion Incorporated	Less Than Significant Impact	No Impact

### Mineral Resources

*Would the project:*

- |   |   |
|---|---|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?                                | X |
| b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | X |

## Discussion

- a-b) The proposed project site is not included or delineated as a Mineral Resource Zone. The project is a change in land use designations; therefore designated as ***no-impact***.

**12. NOISE****Environmental Setting**

Increased noise sources from the project as an affect to adjacent properties.

**Standards of Significance**

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Result in exterior noise levels above the acceptable level of 60 dBA, (70 dBA daytime);
- Result in interior noise levels exceeding 45dBA.;
- Result in construction noise levels that do no meet the City of Gridley Noise Ordinance.

Issues	Potentially Significant Impact	Less Than Significant With Mitiga- tion Incorporated	Less Than Significant Impact	No Impact

**Noise**

*Would the project:*

- |   |   |
|---|---|
| a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?   | X |
| b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?   | X |
| c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?  | X |
| d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?  | X |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | X |
| f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?  | X |

**Discussion**

a-f) The project is a change in land use designations and no noise impact would result; therefore designated as *no-impact*.

**13. POPULATION AND HOUSING****Environmental Setting**

The project is an amendment to the General Plan and zoning land use designations.

**Standards of Significance**

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Induce substantial growth that is inconsistent with the approved land use plans in place;
- Displace affordable housing.

Issues	Potentially Significant Impact	Less Than Significant	Less Than Significant Impact	No Impact
		With Mitiga- tion Incorporated		

**Population and Housing**

*Would the project:*

- |   |   |
|---|---|
| a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | X |
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?   | X |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?   | X |

**Discussion**

- a-c) The proposed project will not displace substantial numbers of people or requiring replacement housing be provided. The project is a change in land use designations; therefore designated as *no-impact*.



**14. PUBLIC SERVICES****Environmental Setting**

The City of Gridley has public services and infrastructure in place for the subject site when it should be developed in conformance to the amended land use designations.

**Standards of Significance**

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Create an increase in demand for police protection services which could substantially interfere with the ability of the Police Department to provide adequate response time to the project site;
- Create an increased demand for fire protection services that would substantially interfere with the ability of the Fire Department to provide adequate response time to the project site;
- Create an increased demand for schools that would exceed existing school capacity; or,
- Create an increased demand for parks and other public facilities that would exceed existing capacity.

Issues	Potentially Significant Impact	Less Than Significant With Mitiga- tion Incorporated	Less Than Significant Impact	No Impact

**Public Services**

*Would the project:*

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				X
Fire protection?				X
Police protection?				X
Schools?				X
Parks?				X

Other public facilities?

X

**Discussion**

- a-e) The project is a change in land use designations and does not include construction of infrastructure at this time; therefore designated as ***no-impact***.

**15. RECREATION****Standards of Significance**

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Result in the failure to meet city standards for the provision of parkland.

Issues	Potentially Significant Impact	Less Than Significant With Mitiga- tion Incorporated	Less Than Significant Impact	No Impact

**Recreation**

*Would the project:*

- a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? X
- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? X

**Discussion**

- a-b) The project site will not increase the use of existing parks or require the expansion of additional facilities. The project is a change in land use designations; therefore designated as ***no-impact***.

**16. TRANSPORTATION AND TRAFFIC****Standards of Significance**

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Result in reducing the traffic rating level of service.

Issues	Potentially Significant Impact	Less Than Significant With Mitiga- tion Incorporated	Less Than Significant Impact	No Impact

**Transportation and Traffic**

*Would the project:*

- |  |   |
|--|---|
| a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? | X |
| b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?   | X |
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?  | X |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?   | X |
| e) Result in inadequate emergency access?  | X |
| f) Result in inadequate parking capacity?  | X |
| g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turn-outs, bicycle racks)?  | X |

**Discussion**

- a-g) The project is a change in land use designations; therefore designated as *no-impact*.

**17. UTILITIES AND SERVICE SYSTEMS****Environmental Setting**

The City has public services and infrastructure planned to meet the build out of the General Plan; this project does not impact the public service planning goals.

**Standards of Significance**

For purposes of this environmental document, an impact is considered significant if the proposed project would:

- Result in the construction of new water facilities or expansion of existing facilities;
- Result in exceeding the wastewater treatment requirements of the Regional Water Quality Control Board;
- Result in or require the construction or expansion of existing wastewater treatment facilities;
- Be served by a land fill that has inadequate permitted capacity.

Issues	Potentially Significant Impact	Less Than Significant	Less Than Significant Impact	No Impact
		With Mitigation Incorporated		

**Utilities and Service Systems**

*Would the project:*

- |  |   |
|--|---|
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?  | X |
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | X |
| c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?          | X |
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?   | X |

**Discussion**

- a-d) The project is a change in land use designations; therefore designated as *no-impact*.

**MANDATORY FINDINGS OF SIGNIFICANCE**

Issues	Potentially Significant Impact	Less Than Significant With Mitiga- tion Incorporated	Less Than Significant Impact	No Impact

**Mandatory Findings of Significance***Would the project:*

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? X
- b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? X
- c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? X

**Discussion**

The proposed project is a change in land use designations to for future development and to provide land use designation consistency; therefore designated as *no-impact*.

**Endnotes**

<sup>1</sup> California Division of Mines and Geology, Alquist-Priolo Hazard Mapping  
[www.conserv.ca.gov](http://www.conserv.ca.gov)

<sup>2</sup> City of Gridley, 2030 General Plan, Final Environmental Impact Report, 2010.





**City Council Agenda Item #6**  
**Staff Report**

**Date:** September 18, 2017  
**To:** Mayor and City Council  
**From:** Paul Eckert, City Administrator

<b>X</b>	Regular
	Special
	Closed
	Emergency

**Subject:** Corporation Yard Sewer Lift Station Pump Replacement Project

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**Recommendation**

Staff respectfully requests the Mayor and City Council authorize the City Administrator to execute the Construction Contract for the Corporation Yard (Sewer Lift-station) Pump Replacement Project with TNT Industrial Constructors Inc. in the amount of \$147,428.00, and include a 15% construction contingency for a total project construction budget of \$169,500.00.

**Background**

The two (2) pumps at the corporation sewer yard lift-station need replacement. The City advertised the construction contract and received two contractor bids, with the low bid from TNT Industrial Constructors, Inc. City staff have reviewed the bid documents and recommend moving forward with the contract award.

**Financial Impact**

This pump replacement project is included the City's 2017-18 CIP (Sewer) adopted budget as the "Corp Yard Pump Replacement (2 pumps)", with estimate of \$195,000 from the Sewer Capital – Fund 660.

**Attachments:**

- Bid Log
- Contract Agreement



City of  
Gridley

3:05 p.m.

**Deadline Date/Time**

**Date:** August 23, 2017

**Time:** 3:00pm

**Project Manager:** Dave Harden

**BID OPENING**

**BID NAME:** Corps Yard Pump Replacement Project

	Bidder	Bid Price
1	TNT Industrial Contractors	\$ 147,428. <sup>00</sup>
2	TTS Construction	\$ 149,500. <sup>00</sup>
3		
4		
5		
6		
7		
8		
9		
10		

OPEN BY:  
TRIN CAMPOS. Trin S  
Jodi Molinari Jodi Molinari

## FORM OF CONTRACT

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**THIS AGREEMENT**, made and entered into on the date below written, by and between, **CITY OF GRIDLEY, CALIFORNIA, A MUNICIPAL CORPORATION**,

685 Kentucky Street, Gridley, California, 95948, hereinafter called the **"OWNER"** or **"CITY"**,

and \_\_\_\_\_,

hereinafter called the **"CONTRACTOR"** or **"PRINCIPAL"**.

**WITNESSETH**, that, for the considerations hereinafter mentioned, the Owner and Contractor agree as follows:

**ARTICLE I.** The Contractor agrees to furnish all labor, materials, tools, and equipment and to perform all the work required to construct and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents entitled:

### **CONTRACT DOCUMENTS FOR CORPS YARD PUMP REPLACEMENT PROJECT**

The Contract Documents have been prepared by the **City of Gridley** and are hereby incorporated in and made a part of this Contract.

**ARTICLE II.** The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, the following prices, and the Contractor agrees to receive and accept said following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, and for all loss or damage arising out of the nature of the aforesaid work or from the action of the elements and from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, and for well and faithfully completing the work and the whole thereof in the manner and according to the Contract Documents and the requirements of the City under it, to wit:

As shown on the Bid attached hereto and incorporated herein.

**ARTICLE III.** The Owner shall make payments on the account of the Contractor as specified in the General Conditions.

**ARTICLE IV.** The Contractor shall commence work within seven (7) calendar days from receipt of the Notice to Proceed and shall diligently prosecute the same to completion within one hundred fifty (150) calendar days from receipt of the Notice to Proceed.

## FORM OF CONTRACT

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**ARTICLE V.** The Contractor shall guarantee all of his work against defective material or faulty workmanship for a period of one (1) year after the date of acceptance of the work by the Owner or as otherwise stated in the specifications.

The Contractor shall repair or replace to the satisfaction of the City any or all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

In the event of failure to comply with the above mentioned conditions within a reasonable time after being notified in writing, the Owner is authorized to have the defects repaired and made good at the expense of the Contractor who will pay the cost and charges therefore immediately upon demand.

The signing of the Contract by the Contractor shall constitute execution of the above guarantees.

**ARTICLE VI.** The Contractor specifically obligates himself and hereby agrees to protect, hold free and harmless, defend and indemnify the Owner, the City and his consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of actions, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Contractor's performance of his work under this Contract. To the extent legally permissible, this indemnity and hold harmless agreement by the Contractor shall apply to any acts or omissions, whether active or passive, on the part of the Contractor or his agents, employees, representatives, or subcontractors, or his subcontractor's agents, employees and representatives, resulting in liability irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may have also been a contributing factor to the liability.

As a further precaution toward this end, the Contractor shall procure and maintain, in full force and effect during the performance of the work contemplated hereunder, insurance in his favor and also in favor of the Owner, with an insurance carrier approved by the Owner, as specified in the General Conditions and in the Special Conditions.

**ARTICLE VII.** Contractor acknowledges that State Labor Law requires the payment of prevailing wages and the maintenance of certain payroll records and other requirements as specified in the General Conditions and the Labor Code. Contractor agrees that these requirements shall be incorporated into all of his or hers subcontracts.

**ARTICLE VIII.** Neither party of the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due, or to

## FORM OF CONTRACT

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become due to him hereunder, nor utilize any subcontractors, other than those set forth in the List of Subcontractors, without the previous written consent of the Owner.

**ARTICLE IX.** Contractor is an independent contractor in the performance of this contract and is not an employee or agent of the Owner. The Owner has no direct obligation to any officers, agents, employees or subcontractors of the Contractor and such individuals shall not be entitled to claim direct payment of salaries nor seek employment benefits from the Owner.

**ARTICLE X.** Contractor warrants that he is duly and properly licensed to perform and provide the services contemplated by this Contract. Contractor shall possess all required licenses, including a local business license and shall require subcontractors and suppliers to be similarly licensed with regard to performance under this Contract.

**ARTICLE XI.** The Contractor shall maintain records relating to his performance of this Contract which shall be available for audit and/or inspection for a period of three (3) years after Contractor completes performance of the Contract or the Contract is otherwise terminated.

**ARTICLE XII.** Any Notices given pursuant to this Contract must be in writing and given either by personal delivery or by United States Mail, postage prepaid, addressed as follows:

**OWNER:**

City of Gridley  
Attn: Paul Eckert  
City Administrator  
685 Kentucky Street  
Gridley, CA 95948

**CONTRACTOR:**

---

Company Name

---

Attn/Title

---

Address

---

City/State/Zip

**ARTICLE XIII.** The Owner may terminate this Contract, without cause, upon giving of five (5) days written notice to Contractor. In the event of termination without cause, Contractor shall be compensated for services performed and materials furnished on an equitable basis through the date of termination.

**ARTICLE XIV.** California Law governs the interpretation and enforcement of this Contract.

## FORM OF CONTRACT

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**ARTICLE XV.** This Contract embodies the entire agreement between the parties. There are no oral agreements. No amendment to this Contract shall be valid unless in writing, executed by both parties to this Contract. The language of this Contract governs against any conflicting language or terms contained in any attachment, exhibit or scope of work.

**ARTICLE XVI.** Neither the acceptance of work nor payment for that work shall constitute a waiver of any provisions of this Contract. A waiver of any breach shall not constitute a waiver of any other provision or subsequent breach.

**IN WITNESS WHEREOF,** the parties to these presents have hereunto set their hands on the date below written.

### CITY OF GRIDLEY

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Date

---

**Paul Eckert**  
**City Administrator**  
**City of Gridley**

---

Attorney  
City of Gridley

### CONTRACTOR

---

Date

---

Principal

---

Signature

---

Print or type name signed above

---

Title



## FORM OF CONTRACT

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### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

**THAT WHEREAS**, The City Council of the City of Gridley, State of California, and

\_\_\_\_\_ (hereinafter designated as "**PRINCIPAL**") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 2017, and identified as project

#### **CORPS YARD PUMP REPLACEMENT PROJECT,**

Is hereby referred to and made a part hereof; and,

Whereas, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and \_\_\_\_\_ as surety, are held and firmly bound unto the City of Gridley (hereinafter called "**CITY**"), in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) (which amount is not less than one hundred percent (100%) of the Contract price) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified

## FORM OF CONTRACT

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therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

The surety's obligations to the City arise immediately upon the default of the principal, without demand or notice.

In the event the principal defaults in the performance of its obligations, the surety may elect, either directly or through appropriate contractors to perform in the place of the principal. If the surety elects to proceed in this fashion, it shall provide written notice of such election to the City within thirty (30) days after surety becomes aware of the principal's default. If the surety elects to complete the obligations of the principal (as opposed to paying money damages to the City occasioned by such breach) the surety shall cause the obligations of the principal to be performed as soon as is reasonably possible, but in no event later than nine (9) months following knowledge of the breach by the principal. In the event the surety elects to perform the principal's obligations, the City shall be entitled to compel the surety, by way of specific performance, to perform such obligations.

If the surety does not elect to perform the principals' obligations, the surety shall deposit with the City a sum equal to the cost of the uncompleted portion of the work which comprises the principal's obligation. The City shall determine the estimated cost of the uncompleted portion of the work and the surety shall make such deposit with the City within five (5) days of receipt of the City's estimate. The City shall not be required to expend any of its own funds to complete the work nor to incur "out-of-pocket" damages inasmuch as the City's damages are measured by the value of its unfulfilled right, namely the cost of completing the obligations of the principal by installing the bargained-for improvements. Upon deposit of the estimated cost of completion with the City, the City may proceed to bid the remainder of the work as a public project pursuant to the Public Contracts Code and the surety shall be obligated to continue to deposit such additional sums as may be necessary from time-to-time until the improvements are complete and accepted by the City or until the surety has exhausted the penal sum of the bond. Should the surety deposit more funds than are necessary to satisfy the principal's obligation, then the City shall refund any balance remaining upon final acceptance of the improvements. No interest shall be paid on any deposits made with the City.

## FORM OF CONTRACT

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Underwriting assumptions and cost estimates of the Surety shall not have any bearing, whatsoever, on the Surety's liability under this bond. By way of example, if, when making underwriting decisions regarding issuing this bond, a cost estimate was prepared regarding the principal's obligations to the City, the fact that an item was omitted from the cost estimate (which item was an obligation of the principal to the City), shall in no way defeat or diminish the Surety's obligation to the City with respect to this omitted item. By way of further example, if the underwriting decision to issue this bond included a cost estimate of items and a particular item was estimated at a cost significantly less than the amount actually required to perform such item, this fact shall in no way defeat or diminish the Surety's obligation to the City. Namely, the Surety shall be obligated, to the full amount of the penal sum of the bond, with respect to all matters which are the principal's obligation to the City, whether such items are actually included in any cost estimate (or if so included, are estimated at a cost far less than the actual cost to perform such items).

Likewise, the adequacy and amount of any premium (and whether or not such premium was sufficient for the risk assumed by Surety) shall have no bearing on Surety's absolute and unconditional obligation to the City upon the principal's default of its obligations under this bond.

## FORM OF CONTRACT

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**IN WITNESS WHEREOF**, the instrument of this **PERFORMANCE BOND** has been duly executed by the principal and surety above named, on

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**ATTEST:**

_____	_____
	Principal
_____	By _____
(Principle Secretary)	
_____	_____
(Witness as to Principal)	(Address)
_____	_____
(Address)	

---

**ATTEST:**

_____	_____
	Surety
_____	By _____
(Surety Secretary)	Attorney-in-Fact
_____	_____
(Witness as to Surety)	(Address)

---

**NOTES:**

1. If Contractor is a Partnership, all partners should execute the bond.
2. Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notary Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

## FORM OF CONTRACT

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### PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

**THAT WHEREAS**, The City Council of the City of Gridley, State of California, and

\_\_\_\_\_ (hereinafter designated as "**PRINCIPAL**") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 2017, and identified as project

#### **CORPS YARD PUMP REPLACEMENT PROJECT,**

is hereby referred to and made a part hereof; and,

Whereas, Under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient Payment Bond with the City of Gridley to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the principal and the undersigned as corporate surety, are held firmly bound unto the City of Gridley and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of \_\_\_\_\_ dollars

(\$\_\_\_\_\_) (which amount is not less than one hundred percent (100%) of the Contract price) lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing this obligation, to be awarded and fixed by the court,

## FORM OF CONTRACT

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and to be taxed as costs and to be included in the judgment therein *rendered*, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.



## FORM OF CONTRACT

**IN WITNESS WHEREOF**, the instrument of this **PAYMENT BOND** has been duly executed by the principal and surety above named, on

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**ATTEST:**

_____	_____
	Principal
_____	By _____
(Principle Secretary)	_____
_____	_____
(Witness as to Principal)	(Address)
_____	_____
(Address)	_____

**ATTEST:**

_____	_____
	Surety
_____	By _____
(Surety Secretary)	Attorney-in-Fact
_____	_____
(Witness as to Surety)	(Address)

**NOTES:**

1. If Contractor is a Partnership, all partners should execute the bond.
2. Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notary Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.



**City Council Agenda Item #7**  
**Staff Report**

**Date:** September 18, 2017

**To:** Mayor and City Council

**From:** City Administrator Paul Eckert and Electric Utility Director Daryl Dye

**Subject:** Adoption of Electric Maintenance Services Agreement with Biggs

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<b>X</b>	Regular
	Special
	Closed
	Emergency

**Recommendation**

City staff respectfully requests the Mayor and City Council review and adopt the proposed Electric Maintenance Services Agreement with the City of Biggs.

**Background**

The City of Gridley provides both Police Services and Electric System Maintenance Services to the City of Biggs. Both contracts expired and have undergoing review for more than a year. A brief update regarding the status of both agreements was provided to the City Council in June. The Police Services agreement was adopted by the Gridley City Council on August 21<sup>st</sup>.

The Electric Services Maintenance Agreement was adopted by the Biggs City Council on September 12, 2017. City staff now respectfully requests the Mayor and City Council review and adopt the attached proposed Electric Maintenance Services Agreement with the City of Biggs. The new Electric Maintenance Services Contract will result in increased revenue and greater financial certainty for the next three years.

**Summary of the Biggs Electric Maintenance Services Contract**

1. The Biggs Electric Maintenance Services Contract shall be effective October 1, 2017 through September 30, 2020.
2. Commencing October 1, 2017, and continuing monthly thereafter for each month during this Agreement, the City of Biggs will pay \$23,345 per month for the maintenance services which represents an increase of \$4,826 over there current payments or an annual increase of \$57,912.
3. In addition to the monthly charge for maintenance services, the City of Biggs will also pay an additional \$3,000 per month until the \$108,000 agreed upon arrearage is fully paid.
4. The proposed maintenance agreement's is based upon a fixed annual amount and is not specifically linked to budgeted line items.
5. Exhibit A of the proposed agreement describes specific maintenance services to be provided as well as items that are not covered by the agreement that may be charged for separately.
6. The proposed agreement was developed by Gridley City Attorney Tony Galyean and consequently includes controls, immunities, and liability and indemnifications that were also included in the Police Services Agreement previously adopted by the City Council.

**Financial Impact**

The fiscal impact to the City of Gridley is an annual revenue increase in Electric Utility Fund of \$93,912 when factoring both the maintenance agreement and the annual arrearage payment.

**Compliance with City Council Strategic Plan or Budget Goals**

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

**Attachments**

Biggs Electric Maintenance Services Contract



## **City of Biggs**

### **Agenda Item Staff Report For the Council Meeting: September 12, 2017**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** City Administrator

**SUBJECT:** Electric Services Maintenance Agreement Between the City of Gridley and the City of Biggs.

Please find the proposed contract attached.

**Recommendation:**

Approve the Electric Services Maintenance Agreement Between the City of Gridley and the City of Biggs, and authorize the Mayor to sign the agreement.

---

Mark Sorensen, City Administrator

## **ELECTRICAL SERVICES MAINTENANCE AGREEMENT BETWEEN THE CITY OF GRIDLEY AND CITY OF BIGGS**

**THIS ELECTRICAL SERVICES MAINTENANCE AGREEMENT** (hereafter "AGREEMENT") is entered into by and between **THE CITY OF GRIDLEY**, a municipal corporation in the State of California, County of Butte (hereinafter **GRIDLEY**) and **THE CITY OF BIGGS**, a municipal corporation in the State of California, County of Butte, (hereinafter **BIGGS**) which such cities shall hereinafter collectively be referred to as the "**PARTIES**".

Subject to the prior approval of this Agreement by each of the Parties' city councils, this Agreement shall become effective on October 1, 2017.

### **RECITALS**

**BIGGS** owns and operates a municipal electrical utility service for the benefit of the residents and businesses both within its incorporated areas and within its spheres of influence.

**GRIDLEY** owns and operates a municipal electrical utility service for the benefit of the residents and businesses both within its incorporated areas and within its spheres of influence.

Historically, since 1994, **BIGGS** has contracted with **GRIDLEY** for purposes of securing maintenance services upon **BIGGS'** municipal electrical utility (hereinafter the **HISTORICAL AGREEMENTS**).

Under the terms of the **HISTORICAL AGREEMENTS**, a dispute arose between **GRIDLEY** and **BIGGS** concerning the amounts which **BIGGS** was obligated to pay **GRIDLEY** for the services which **GRIDLEY** provided under the **HISTORICAL AGREEMENTS**. In furtherance of preserving the collaborative relationship between the **PARTIES** and in an effort to avoid litigation between the Parties and furthermore as a condition of this Agreement, **BIGGS** has agreed to pay to **GRIDLEY** the amount of \$108,000, under terms set forth herein, in settlement of the dispute between the cities under the **HISTORICAL AGREEMENTS**.

By accepting said amount, **Gridley** agrees to waive and discharge any claims against **Biggs**, known or unknown: (1) arising out of the **HISTORICAL AGREEMENTS**, and (2) arising out of or associated with performed by the Gridley Electric Department in or for the City of Biggs prior to the effective date of this Agreement.

The **PARTIES** agree that the continuation of the relationship between the cities for purposes of providing maintenance services to **BIGGS** for its electrical service utility under this Agreement is within the best interests of each of the **PARTIES**, their respective citizens, rate payers and residents. The terms of the **PARTIES'** previous **HISTORICAL AGREEMENTS** are of no further force or effect. Save and except as related to the payments to be made by **BIGGS** during the effective period of this Agreement commencing October 1, 2017, any reference herein to the **PARTIES'** past **HISTORICAL AGREEMENTS** is simply for

historical context.

The **PARTIES** desire that the terms and conditions under which **GRIDLEY** will provide maintenance services to **BIGGS** for its electrical service utility during the effective term of this Agreement commencing October 1, 2017 shall be controlled by this Agreement only.

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the **PARTIES** agree as follows:

### **SECTION 1**

#### **Incorporation of Recitals**

The foregoing Recitals are not merely recitals, but are contractual in nature and are incorporated herein.

### **SECTION 2**

#### **Services Provided by the City of Gridley**

**GRIDLEY** electrical personnel will supply services to **BIGGS** to consist of electrical system maintenance as defined and limited in **Exhibit "A"** attached hereto which such exhibit is incorporated herein by this reference. No services aside from those specifically listed shall be provided under this Agreement. The **PARTIES** agree that any services provided by **GRIDLEY** upon **BIGGS'** electric utility not set forth in Exhibit A shall be undertaken only upon written agreement between the **PARTIES**.

The electrical system maintenance services provided by **GRIDLEY** shall include the shared use of personnel consisting of an electrical superintendent, electrical supervisor and electrical line workers, and **GRIDLEY** equipment consisting of a boom truck, bucket trucks, underground service vehicle, the utility vehicles, cable trainer and underground cable trailer. **GRIDLEY**, in its sole discretion determines when and in what fashion the foregoing resources shall be utilized to perform services pursuant to this Agreement.

**BIGGS** may desire to utilize **GRIDLEY's** distribution labor services for capital improvement projects outside the scope of this Agreement to **BIGGS'** benefit and/or to take advantage of the State Constitution provision allowing electric utilities to build their own infrastructure avoiding the competitive bidding process. Such future services, if any, shall be provided under separate agreements and are not to be considered as maintenance services under this Agreement.

### **SECTION 3**

#### **Control of Employees**

It is specifically understood between **THE PARTIES** that **GRIDLEY's** employees authorized and used in the pursuit of the provisions of this Agreement are employees of **GRIDLEY** and as such are subject to the control and under the direction of **GRIDLEY** in the

performance of duty and in accordance with this Agreement. The rendering of such service, the standards of performance, the discipline of employees and matters incident to the performance of such services and the control of personnel so employed shall remain under the direct control of **GRIDLEY**.

#### **SECTION 4** **Immunities**

For the purposes of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, **GRIDLEY**, its officers, agents and employees engaged in performing any such services or functions as described in this Agreement, shall have the immunities that they would enjoy were they officers or employees of **BIGGS**, provided the services are within the scope of this Agreement and are municipal functions.

#### **SECTION 5** **Liability and Indemnity**

**GRIDLEY**, its officers and employees shall not be responsible for nor deemed to assume any liability for any intentional or negligent acts of **BIGGS** or any officer, employee or agent thereof, nor for any dangerous or defective condition within **BIGGS'** city limits or geographical sphere of influence (including without limitation any dangerous condition of electrical lines and trees or other structures adjacent thereto). **BIGGS** shall hold **GRIDLEY** and its officers and employees harmless from such matters and shall defend **GRIDLEY** and its officers and employees against any claim predicated upon a dangerous condition of public property or for any intentional or negligent act of the **BIGGS** or any officer, employee or agent thereof for any injury or damages resulting.

In addition, **BIGGS** shall indemnify and hold harmless **GRIDLEY**, its officers, officials, employees and volunteers from and against any claims, damages, losses, expenses, including attorney fees, expert witness and/or consultant fees and costs which in any way arise out of allegations that electromotive forces (EMF) and/or the transmission of electricity has caused damage to any person (whether it be personal injury, property damage, or otherwise). The defense and indemnity of such claims shall be the sole and exclusive responsibility of **BIGGS** under this Agreement irrespective of whether it is contended that the action of **GRIDLEY**, pursuant to this Agreement, caused or contributed to such claims. Provided, however, that this provision shall have no force and effect where said claims are based upon or arise from acts or omissions of **GRIDLEY** and its officers and employees.

**BIGGS** shall indemnify, defend and save **GRIDLEY**, its agents, officers and employees harmless from and against any and all active negligence on its part for liability, claims, suits, actions, damages and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property in connection with the activities of **BIGGS**, its officers, employees or agents pursuant to this Agreement or on account of the performance or character of the services of **BIGGS** performed or neglected to be performed



under this Agreement, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, attorney fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

**GRIDLEY** shall indemnify, defend and save **BIGGS**, its agents, officers and employees harmless from and against any and all active negligence on its part for liability, claims, suits, actions, damages and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property in connection with the activities of **GRIDLEY**, its officers, employees or agents pursuant to this Agreement or on account of the performance or character of the services of **GRIDLEY** performed or neglected to be performed under this Agreement, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, attorney fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

Notwithstanding the foregoing, both **BIGGS** and **GRIDLEY** shall be responsible for all liability predicated upon the workers' compensation system for its respective employees. By way of example, should a person regularly employed by **GRIDLEY** be performing work on behalf of **BIGGS** pursuant to this Agreement and as a result thereof become entitled to worker's compensation benefits, **GRIDLEY** shall remain solely responsible for such claim. Likewise, should a person regularly employed by **BIGGS** be working temporarily at the direction of **GRIDLEY** with respect to the performance of this Agreement and in the course thereof become entitled to a claim under the worker's compensation system, **BIGGS** shall remain solely responsible for such claim.

The indemnity and hold harmless provisions contained herein are binding upon the parties hereto without regard to whether or not insurance coverage is available for the acts and/or conditions for which indemnity has been provided pursuant to this Agreement. The indemnity and hold harmless provisions contained herein shall survive the termination of this Agreement as concerns any occurrence giving rise to the need for such defense, indemnification and hold harmless assurance which occurs during the effective time period covered by this Agreement.

## **SECTION 6**

### **Duration and Termination**

The effective term of this Agreement shall be **THIRTY-SIX (36) MONTHS**, commencing October 1, 2017 and ending on September 30, 2020. Notwithstanding the stated 36 month term of this Agreement, either party may terminate this Agreement earlier at any point during said 36 months by giving 6 months advanced written notice of such Party's intention to withdrawal from this Agreement (hereinafter "Early Termination Notice") to the other party. In the event a Party exercises its right to an early termination by tendering an Early Termination Notice to the other party, this Agreement will effectively be terminated 6 months after the date of said Early Termination Notice. (For Example: If **BIGGS** were to deliver an Early Termination

Notice to **GRIDLEY** dated February 19, 2018, then this Agreement would be terminated effective August 19, 2018.)

This Agreement will **not** renew nor continue on a month-to-month basis beyond September 30, 2020. **GRIDLEY** shall have no further obligations to **BIGGS** to provide electrical utility maintenance services to **BIGGS** under this Agreement beyond September 30, 2020. **GRIDLEY** is under no obligation to give any further notice under this Agreement that it will not provide maintenance services under this Agreement beyond September 30, 2020.

## **SECTION 7**

### **Costs for Operation and Maintenance**

Commencing October 1, 2017, and continuing monthly thereafter for each month during this Agreement, **BIGGS** shall pay to **GRIDLEY** the sum of \$23,345 per month (hereinafter the "Monthly Charge") as payment for the maintenance services which **GRIDLEY** provides under the terms of this Agreement. In addition to the "Monthly Charge" described in the immediately preceding sentence, **BIGGS** will also pay the additional sum of \$3,000 per month (hereinafter the "Historical Agreements Arrearage") which such \$3,000 will be credited against the \$108,000 arrearage under the **HISTORICAL AGREEMENTS** as referenced in the **Recitals** above.

In accordance with the immediately preceding paragraph, commencing October 1, 2017 and continuing thereafter each month until this Agreement is either concluded by early termination or by expiration, **BIGGS** shall pay **GRIDLEY** the gross amount of \$26,345 per month which such monies will be allocated as follows:

1. \$23,345 for the current electrical maintenance services "Monthly Charge" under this Agreement;
2. \$3,000 towards the \$108,000 Historical Agreements Arrearage.

## **SECTION 8**

### **Early Termination Historical Arrearage Payment**

In the event of and upon the exercising of early termination by either party through the tendering of an Early Termination Notice as described in **Section 6** above, then, in such circumstance, **BIGGS** will be obligated to pay to **GRIDLEY** the entire remaining unpaid balance of the Historical Agreements Arrearage within 30 days of the date of the Early Termination Notice.

(Example: Assume for purposes of this example that **BIGGS** timely makes each of its monthly gross payments of \$26,345 under this Agreement from October 2017 through February 2018, a total of 5 months, thereby reducing **BIGGS'** Historical Agreements Arrearage by \$15,000 (5 months x \$3000/month). Assume further for this example that **BIGGS** were to elect early termination by tendering the 6-month advanced Early Termination Notice dated February 19, 2018 to **GRIDLEY** thereby terminating the Agreement early effective August 19, 2018. With these assumptions in mind, under this example, **BIGGS** would be obligated

to pay to **GRIDLEY** the remaining \$93,000 of the Historical Agreements Arrearage by not later than March 21, 2018 (February 19, 2018 + 30 days = March 21, 2018). Under the terms of this example, upon payment of said \$93,000, **BIGGS** would be relieved from making any further \$3,000 monthly Historical Agreements Arrearage installments during the remaining months of the Agreement and accordingly would only owe the monthly service charges of \$23,345 for each of the remaining months of the Agreement in advance of the August 19, 2018 termination date.)

## **SECTION 9**

### **Requests for Service**

Requests by **BIGGS** for work to be performed pursuant to this Agreement shall be scheduled in a reasonable fashion, consistent with the nature of the work requested, and the overall work to be performed by **GRIDLEY** electrical personnel. **BIGGS** shall give reasonable advance notice for all work requests, save and except for in unforeseen, emergency or disaster relief scenarios.

## **SECTION 10**

### **Overtime/Call-Out Costs**

The **GRIDLEY** electrical department is sized in a fashion that it can currently handle an on-call rotation in anticipation of unforeseen issues that present themselves in the ordinary course of business. Cooperation between **BIGGS** and **GRIDLEY** allows the electrical department to be staffed adequately so that on-call staffing is effective. Ordinary call-outs are budgeted so that they do not have to be tracked individually. Notwithstanding the foregoing, if a call-out is required due to unambiguous negligence of any person occurring within the territorial jurisdiction of **BIGGS**, **GRIDLEY** will be reimbursed pursuant to this Agreement for the cost of such call-out and **BIGGS**, in turn, may bill their customer or other responsible person to collect the costs so incurred; provided, however, that the **PARTIES** meet and confer in good faith prior to such reimbursement. Likewise, when a call out is occasioned by negligence occurring within the territorial jurisdiction of **GRIDLEY** and cannot be handled by the budgeted call-out system, **GRIDLEY** will absorb the cost of such call-out, directly and, likewise, may bill their customer and pursue collection of any responsible parties.

## **SECTION 11**

### **Notice**

Any notices given with reference to this Agreement shall be made either by personal delivery or United States mail, first-class postage prepaid, addressed as follows:

**TO GRIDLEY:**

**CITY OF GRIDLEY**

**Attn. City Administrator  
685 Kentucky Street  
Gridley, CA 95948**

**TO BIGGS:**

**CITY OF BIGGS  
Attn: City Administrator  
PO Box 307  
Biggs, CA 95917**

**SECTION 12  
Effective Dates of Agreement**

Subject to the prior approval and adoption by resolution of this Agreement by the **PARTIES'** respective City Councils, the Effective Date of this Agreement shall be from and after October 1, 2017 until either the expiration or early termination of this Agreement.

**SECTION 13  
No Third Party Beneficiaries**

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

**SECTION 14  
Miscellaneous Provisions**

**THIS AGREEMENT** contains all the terms and conditions between the parties with respect to electrical system maintenance services. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.

In the event of any dispute arising out of this Agreement, the prevailing party in any such adjudicated legal action, lawsuit or arbitration as the case may be shall be entitled to an award of its reasonable attorneys fees and actual legal costs incurred in such dispute.

**THIS AGREEMENT** may not be modified, except in writing signed by **THE PARTIES**.

**IN WITNESS WHEREOF, THE CITY OF GRIDLEY and THE CITY OF BIGGS**  
by Resolution duly adopted by the respective City Councils have caused this Agreement to be  
signed by their mayors and attested by their City Clerks.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**CITY OF BIGGS**

**BY:**

\_\_\_\_\_  
**ATTEST:**  
**CITY CLERK**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**CITY GRIDLEY**

**BY:**

\_\_\_\_\_  
**ATTEST:**  
**CITY CLERK**

## **Exhibit A, September 7, 2017**

### **City of Gridley Maintenance Agreement**

#### **Description of the City of Biggs Electrical System**

- The City of Biggs Electrical System is described as any Material, Hardware, Conductor, Conduit, Support Structure, or Apparatus owned by the City of Biggs used in the delivery of electrical power to a Biggs utility customer starting at the PG&E 60kv transmission connection known as "Switch 15" located on Dakota Avenue in the City of Biggs and ending at the Biggs Utility Customers Weather Head connection point or the Biggs Commercial Panel connection point.

#### **Description of the Maintenance Provided to the City of Biggs Electrical System**

- To the best of their ability, the City of Gridley Electrical Department will provide maintenance to the City of Biggs Electrical System including the Repair, Replacement, or Adjustment of any Material, Hardware, Conductor, Conduit, Support Structure, or Apparatus as listed in the attached "Covered Services for the Maintenance of The City of Biggs Distribution System" list, in accordance with, but not limited to the Regulations of the California Public Utilities Commission contained in General Order 95 and General Order 165 in the normal operation of the City of Biggs Electrical System.

#### **The Following Items are not considered part of Maintenance provided to Biggs**

- Tree trimming around 60kv, 12kv, and Secondary Conductors
- Northern California Joint Pole Association Documentation
- Engineering Services
- Equipment Rental
- Metering Services (save and except as detailed in the "Covered Services for the Maintenance of the City of Biggs Distribution System list, attached hereto)
- Sets and Shut offs of services
- Disconnection of Services at the pole
- After Hours and Overtime Charges
- Material
- Capital improvement Projects
- Disposal of Materials/Fluids
- Testing of Materials/Fluids
- Hazmat clean-up

**Covered Services for the Maintenance of The City of Biggs Distribution System.**

**Item        Service**

**Poles**

Replacement  
Visibility strips  
Pole numbering  
Mud seals as needed  
Down guys  
Span guys  
Sidewalk guys  
Pole guys  
G.O. 165 service  
Access to Gridley stock

**12 kv Distribution system Overhead**

Arm replacement Heavy and light arms  
Conductor repair/replacement  
Insulator repair/replacement  
Dead-end insulator installation  
Dead-end wedge clamp installation  
Transformer installation  
Fused cut-outs installation  
Fuse replacement  
Lighting arrestor installation  
Ground rod installations  
Air switch installation  
Underground Service Alerts  
Fault locator installation/service  
Trouble shooting  
Inspections  
G.O.95 services  
Access to Gridley Stock  
Capacitor installation/service

**12 kv underground system**

Pad mount transformer installation  
Conductor installation  
Conduit installation  
Dip feed pole installation  
Riser pole installation  
Transformer pad installation  
pad mount terminations  
Pole terminations  
Fault locator installation/service  
Underground Service Alerts

Trouble-shooting  
primary box installation  
primary switch installation  
Primary pedestal installation  
Inspections  
G.O. 125 services  
Temporary disconnection services  
Access to Gridley stock  
Installation inspections

**Secondary system overhead**

Service drop installations  
Secondary rack installations  
stand off bracket installation  
House attachments  
Trouble shoot customer complaints  
Conductor sizing  
Ground rod installation  
G.O. 95 services  
Inspections  
Access to Gridley stock

**Secondary system underground**

Conductor installation  
Conductor sizing  
Transformer connections  
Sweet hart installations  
Trouble shooting  
Pull box installation  
Ground rod installation  
Inspections  
G.O. 125 services  
Underground Service Alerts  
Dip pole installation  
Riser pole installation  
Access to Gridley stock  
Installation inspections

**Street Lights**

Installation  
Repair/Replacement  
Customer Service request  
Underground Service Alerts  
Inspections  
Access to Gridley stock  
Installation inspections



**Substation**

- Weekly inspections
- Trouble shooting
- Ground maintenance
- 12kv L/R maintenance
- Pump out transformer oil retaining system during rain
- Weekly battery inspection
- Standby/access to site for NCPA and ATT
- Annual station/relay testing
- Switching as needed
- PG&E coordination during annual switching
- NCPA notification during maintenance
- Customer notification of scheduled outages
- DGA testing of transformer oil
- Transformer oil testing/replacement/disposal
- Assist Engineer during testing
- Relay interrogation
- Bi-annual LTC inspections assistance to Engineer
- Battery Maintenance
- Research/Order parts as needed
- Maintain relay room

**60kv Transmission**

- Inspections
- Annual hardware check
- Maintenance of Dakota switch site

**12kv Backup**

- Inspections
- Maintenance of Line Recloser (L/R)
- Battery Maintenance
- Switching

**Meter Services**

- Occasionally install/replace residential and net meters that incidentally fail and that are funded by Biggs (Excludes capital projects).

**System Coverage**

- 24/7 standby

**City Council Agenda Item #8**  
**Staff Report**

**Date:** September 18, 2017

**To:** Mayor and City Council

**From:** Donna Decker, Planning Department

**Subject:** **Adopt Resolution Number 2017-R-027:** A Resolution Authorizing the City Administrator to execute a Deferred Improvement Agreement for the Development of Iglesia Gentil de Cristo located at 1133 Locust Street deferring the on and off-site improvements.

<b>X</b>	Regular
	Special
	Closed
	Emergency

---

**Recommendation**

Staff respectfully requests the City Council:

1. Adopt resolution number 2017-R-027

**Discussion**

In May, 2017, the Planning Commission considered and approved the request to memorialize a Conditional Use Permit (3-16) and to allow the expansion of the existing facilities for the Iglesia Gentil de Cristo church. The church has been located at that site for some time. Prior to this congregation owning the site, it had been developed as a church for the community. The project proposes to add approximately 3,000 square feet to the church. Improvements increase kitchen facilities, provide a baptistery on the stage and incorporate rest room facilities into the main structure.

The representatives have acknowledged the responsibility to provide the improvements to the site and for street improvements; however, none exist presently along Locust St. The applicant understands the property owner responsibilities. They are requesting to defer this requirement because the costs are so great and may not meet the needs of the City when it should decide to provide street improvements on Locust Street in its entirety. The applicant would pay for their fair share at the time improvements would be required in accordance with the Deferred Improvement Agreement.

**Public Notice**

A notice was advertised 72 hours in advance of the hearing date, posted at City Hall, made available at the Administration public counter and placed on the City website for review.

**Environmental Review**

No CEQA review for this action is required.

**Financial Impact**

There are no direct or indirect costs to the City. At the time, such improvements would be constructed, the applicant will be responsible in accordance with the Agreement.

**Compliance with City Council Strategic Plan or Budget Goals**

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

**Attachments:**

- 1.) Resolution No. 2017-R-027
- 2.) PC Staff report

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A DEFERRED IMPROVEMENT AGREEMENT FOR THE DEVELOPMENT OF IGLESIA GENTIL DE CRISTO LOCATED AT 1133 LOCUST STREET DEFERRING THE ON-SITE AND OFF-SITE IMPROVEMENTS.**

**WHEREAS**, certain developments are located in areas of the City of Gridley where no street improvements exist; and,

**WHEREAS**, the applicant, Iglesia Gentil de Cristo, has requested a deferment of the required off-site improvements because there are no other improvements to tie into and the expense of the design and installation may be different in the future when the entire street is scheduled for street improvements; and,

**WHEREAS**, Iglesia Gentil de Cristo, does acknowledge the responsibility for the design and cost is to be borne by them in the future; and,

**WHEREAS**, the applicant also requests deferment of on-site improvements until such time the street improvements may be constructed due to existing conditions not conducive to positive drainage from the site.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The City of Gridley authorizes the City Administrator execute a Deferred Improvement Agreement between the City of Gridley and Iglesia Gentil de Cristo, located at 1133 Locust Street which will be binding upon current and future land owners.

**I HEREBY CERTIFY** that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on the 18<sup>th</sup> day of September, 2017 by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ATTEST:

APPROVE:

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Paul Eckert, City Clerk

---

Frank Hall, Mayor

**Planning Commission Item #5A**  
**Staff Report**

**Date:** May 1, 2017

**To:** Chair and Planning Commissioners

**From:** Donna Decker, Planning Department

<b>X</b>	Regular
	Special
	Closed
	Emergency

**Subject:** **Conditional Use Permit No. 3-16 and Site Development Plan Review 01-17;** Inglesia Gentil de Cristo; Application for a conditional use permit and site development plan to establish/reestablish a church use in a residential zone and to allow an expansion of the facilities located at 1133 Locust Street in the Residential Suburban District (R-S) zoning district and the Residential Very Low Density (RVLD) General Plan land use designation. (APN: 010-360-041)

---

**Recommendation**

City staff respectfully recommends the Planning Commission:

1. Determine the project is Categorically Exempt per the California Environmental Quality Act, Section 15301, Existing Facilities, Class 1; and,
2. Make the required Findings of Fact as described within the staff report; and,
3. Approve Conditional Use Permit 3-16.

**Summary**

The applicant is requesting to formally recognize a conditional use permit on the subject site along with a modification to expand the existing structure and to construct additional improvements on the site.

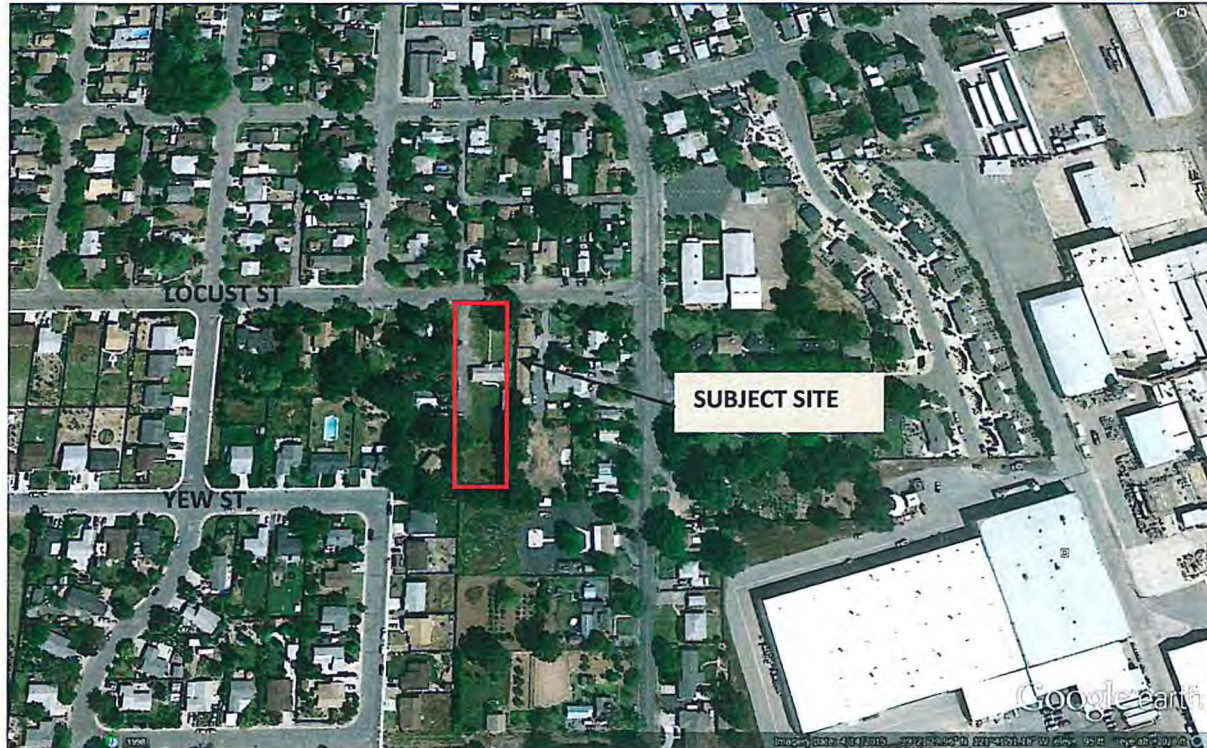
**Discussion**

The subject site is an approximately 0.92 acre parcel located on the south side of Locust Street between Indiana Street to the west and Vermont Street to the east. It currently has one existing structure built in the mid-1950's which is also approximately 1,530 square feet.

The use of the surrounding properties is single family residential on the west, south, east, and north. The lands are zoned Residential Suburban (R-S) to the east and west, Single Family (R-1) and Medium Density Residential (R-2) to the south, and Single Family Residential/ Mixed Use Combining District (R-1/MUCZ) to the north. The subject property is zoned R-S, Residential Suburban in the Residential Very Low Density General Plan designation.

The property has been developed with a church from the mid-to late 1950's and existed when the property was annexed into the City. Research from records in Butte County did not provide verification if a conditional use permit was issued; the City of Gridley records do not reflect entitlements transferred at the time of annexation accepting the church use as a

“grandfathered” use, nor does it appear that a new conditional use permit was processed for the site. That being said, the historical use of the property with a church/sanctuary structure clearly denotes the use as a church.



**Figure 1: Location Map**

The project proposes to enlarge the existing building from its 1,530 square feet to 3,306 square feet. The construction will increase the size by tying into the existing foundation and salvage one of the walls for the construction. The purpose of the expansion is to provide for an elevated musician’s platform, pulpit, and baptistry. The expansion also provides an office area, kitchen, and restroom facilities for men, women, and family. A mobile home is located to the south of the structure.

The exterior will have lap siding. Double entry doors with a half-round above, announces arrival on the north elevation. The windows are predominantly arched throughout.

The use of materials is appropriate and the overall design provides additional room for the congregation and incorporates all uses into the structure.

## **Findings**

The Planning Commission is required to make the Findings of Fact for quasi-judicial actions of which this is.

### **Conditional Use Permit Findings:**

- 1. The proposed use is in accordance with the objectives of the Residential Very Low Density General Plan land use designation and R-S, Residential Suburban zoning district.**

Approval to establish the conditional use permit and an expansion of the church facility will continue an existing use that has been in the location since the late 1950's. The use is allowed with the provision of a conditional use permit; therefore this finding can be made.

- 2. That the establishment, maintenance, or operations of the use applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such proposed use.**

The continued use of the property with a religious facility will not be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such proposed use. This use has been established for several years and the City has not received complaints from the historical use of the property as a church; therefore this finding can be made.

- 3. That the use will not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city or substantially impede enactment of the comprehensive plan.**

The use of the property as a religious facility will not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City or substantially impede enactment of the comprehensive plan; therefore this finding can be made.

## **Public Notice**

A notice was posted in the Gridley Herald 10 days in advance of the Planning Commission meeting, posted 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**

The proposed project is categorically exempt from environmental review pursuant to the California Environmental Quality Act, Section 15301, Existing Facilities, Class 1.

## **Attachments –**

1. Exhibit A- Conditions of Approval
2. Exhibit B- Plans

**DRAFT CONDITIONS OF APPROVAL**  
Conditional Use Permit No. 3-16  
1133 Locust Street  
APN 010-360-014

**Approved Use:**

Conditional Use Permit and Site Development Plan review to allow the continued use and expansion of a church and the placement and use of an existing mobile home for visitors to the church located on the south side of the property located at 1133 Locust Street. Zoning for the property is Residential-Suburban (R-S) and Residential Very Low Density General Plan land use designation.

**Conditions of Approval:**

**General**

1. The approved use for CUP 3-16 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, and etc. shall be subject to the review and approval by the Planning Department.
2. The applicant/property owner shall file a Declaration of Acceptance of the Final Conditions of Approval within 30 days of Planning Commission approval.
3. The applicant/owner shall arrange to have Gridley Electric inspect the meter panel(s) at the site to insure they meet the current standards. Additionally, all electrical connections from the mobile home shall be inspected by Gridley Electric.
4. The applicant/owner shall submit plans for all work to the Gridley Building Department to obtain a permit to construct.
5. All construction shall be in accordance with the City of Gridley adopted building codes.
6. This Conditional Use Permit will lapse within one (1) year from the date of approval unless the proposed facility has installed all improvements as required and City staff has inspected the site for conformity to the current services and codes. The City Administrator or designee may grant an extension if no modifications to the approval are requested, otherwise, the request for extension may be forwarded to the Planning Commission for action.

**Fire Department**

7. Add on Sheet A-O in the General comments. "2016 California Fire Code".



8. Sheet A-0, Indicates that a fire sprinklers will be added. Plans for fire sprinklers shall be submitted separately for approval by the Fire Department. Submit plans to the Gridley Building Department.
9. Vertical Clearance at the driveway shall be no less than 13'-6".
10. Driveway access shall be all weather with the capability to support a 75,000 pound Fire Apparatus.
11. Show Addressing on Sheet A-2. Addressing shall be a minimum of 4" high with a ½" Stroke on a contrasting background. Addressing shall be all weather and easily visible from the west bound lane of Locust Street.
12. Interior Finishes shall comply with Chapter 8 of the CFC.
13. The occupancy Load is higher than what is shown on the plan. Please re-evaluate.
14. Exit door arrangement shall comply with Chapter 1007.1.1. (***Not required if fire sprinklers are installed***).
15. Show Emergency Exit Lighting on Sheet E-1.
16. Please provide engineering sheets for roof truss system.
17. Type 1 Hood suppression system plans shall be a separate submittal for review and approval by the Fire Department. Submit plans to the Gridley Building Department.
18. A type K fire extinguisher shall be required at the time the type 1 hood suppression system is installed. K type extinguisher shall be mounted within 30' of cooking equipment. K type extinguisher shall be mounted between 4' and 5' from finished floor.
19. Building is typed as an Ordinary Hazard Occupancy. One 2-A:10-B:C extinguisher is required for every 3000 square feet of floor space and within 75' of travel distance. Extinguishers shall be located along normal paths of travel, very visible and easily accessible.
20. Fire Extinguishers shall be mounted no higher than 5' from finished floor.

#### **Public Works/Engineering**

21. The applicant shall submit off-site improvement plans for frontage improvements. Plans shall be submitted to the Gridley Building Department. Improvements shall comply with the City of Gridley Public Works Construction Standards.

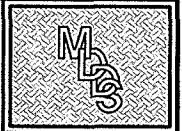
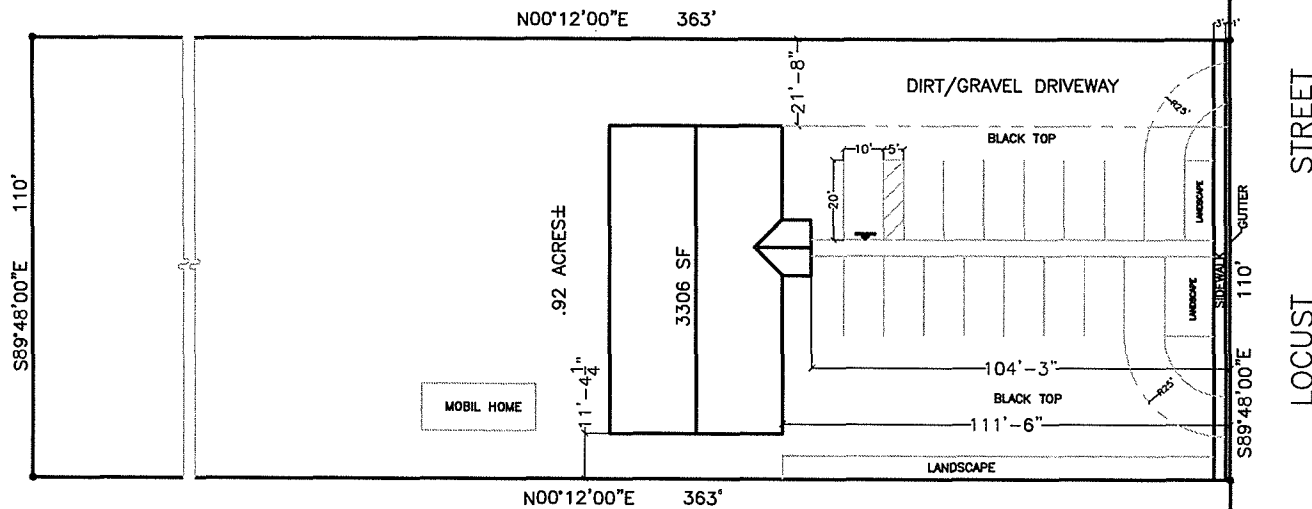
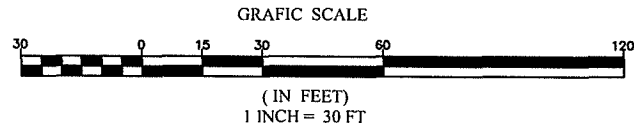


22. Provide topographic mapping of the existing grades and provide a grading plan. Identify all existing and proposed conditions for parking, on and off site drainage, fencing, and parking.
23. Provide adequate on-site detention for storm water and show how it will be discharged from the site.
24. Show all utility connections on the grading Plan.
25. Provide landscaping and irrigation plan including signing and lighting design.
26. Provide easement for adjacent property owner access.

*{End}*

OWNER;  
IGLESIA GENTIL DE CRISTO  
1133 LOCUST STREET  
GRIDLEY, CA 95659  
APN: 010-360-041

N  
SCALE: 1"=30'



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ENGINEER OF RECORD

NAME-ADDRESS-PHONE  
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(530) 700-8794

DRAWING TITLE

REVISIONS		
NO.	DESCRIPTION	DATE

PROJECT  
REMOVE NORTH & EAST WALLS  
& ALL REEF FRAMING RETAIN ALL  
WALLS FOR PLUMBING STUBS AT 12"  
PLATE HT., TRUSS ROOF FRAME FOR  
KITCHEN & RESTROOM FOR PLUMB.

PROJECT ADDRESS  
1133 LOCUST STREET  
GRIDLEY, CA

PROJECT CONTACT  
CAROL AVALDS  
(530) 635-5555

NOTICE:  
This drawing is the property of the Engineer and shall not be used for any other purpose without the written consent of the Engineer. Any use of this drawing for any other purpose without the written consent of the Engineer shall be at the user's sole risk and without liability to the Engineer.

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JOB NO. 252FE

DATE JULY 28, 2016

DRAWN BY JACK MUNDUS

SIGNATURE

SCALE

SHEET

A-0

SHEET