



City Council Regular Meeting
AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
November 1, 2017 - 6:00 PM

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 3.a. [Introduction of New Employee - Steven Oropeza, Public Works Engineering Technician.](#)

Recommended Action: The City Council will welcome new team member Steven Oropeza to the City of Ukiah.

[None](#)

- 3.b. [Introduction of New Employee - Matthew Keizer, Building Official.](#)

Recommended Action: The City Council will welcome new team member Matthew Keizer to the City of Ukiah.

[None](#)

- 3.c. [Presentation of Donation to Cancer Resource Center of Mendocino County by the Recreation Department.](#)

Recommended Action: Receive presentation.

[2017 Strike Out Cancer Wrap-up](#)

- 3.d. [Status Report, Discussion and Possible Action Regarding the Ukiah Valley Sanitation District's Litigation Against the City of Ukiah Related to the Operation of the Sanitary Sewer System.](#)

Recommended Action: Receive status report. If desired, discuss and provide direction to Staff and/or consider any action(s) related to the matter.

[Attachment 1 - UVSD Litigation Update Box Files location](#)

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

- 5.a. [Approval of Minutes of the Regular Meeting of October 18, 2017.](#)
Recommended Action: Approve Minutes of October 18, 2017, a regular meeting, as submitted.
[Attachment 1 - 10-18-17 Minutes - Draft](#)

6 RIGHT TO APPEAL DECISION

Persons who are dissatisfied with a decision of the City Council may have the right to a review of that decision by a court. The City has adopted Section 1094.6 of the California Code of Civil Procedure, which generally limits to ninety days (90) the time within which the decision of the City Boards and Agencies may be judicially challenged.

7 CONSENT CALENDAR

The following items listed are considered routine and will be enacted by a single motion and roll call vote by the City Council. Items may be removed from the Consent Calendar upon request of a Councilmember or a citizen in which event the item will be considered at the completion of all other items on the agenda. The motion by the City Council on the Consent Calendar will approve and make findings in accordance with Administrative Staff and/or Planning Commission recommendations.

- 7.a. [Notification to City Council of Purchase Order #45054 Issued to Lee Mechanical, Inc., for Emergency Hydraulic Repairs at the Hydroelectric Plant for the Electric Utility Department \(EUD\) in an Amount Not to Exceed \\$20,000.](#)
Recommended Action: Receive report on Purchase Order #45054 issued for repairs at the Hydroelectric Plant in an amount not to exceed \$20,000.
[Attachment 1 - Purchase Order #45054](#)
- 7.b. [Approval of Change Order #2 with California Pavement Maintenance Company for the Installation of Thermoplastic Street Markings for the 2017 Slurry Seal of Local Streets and Airport Service Roads Project, Specification Number 17-10, in the amount of \\$4,707.15.](#)
Recommended Action: Approve Change Order #2 for the installation of thermoplastic street markings for the 2017 Slurry Seal of Local Streets and Airport Service Roads, Specification 17-10.
None
- 7.c. [Award of Contract to SHN Consulting Engineers and Geologists in the Total Amount of \\$45,911 for Materials and Compaction Testing Services for the Talmage Interchange, Specification No. 17-07 and Redwood Business Park, Specification No. 17-09 Projects.](#)
Recommended Action: Award of Contract to SHN Consulting Engineers and Geologists in the Total Amount of \$45,911 for Materials and Compaction Testing Services for the Talmage Interchange, Specification No. 17-07 and Redwood Business Park, Specification No. 17-09 Projects.
[Attachment 1 - Request for Proposal - Specification Nos. 17-07 and 17-09](#)
[Attachment 2 - SHN Proposal Materials and Compaction Testing](#)
- 7.d. [Possible Adoption of Ordinance of the City Council of the City of Ukiah Amending Various Sections of the Ukiah City Code Regulating Medical Marijuana Dispensaries.](#)
Recommended Action: Adopt the Ordinance of the City Council of the City of Ukiah amending various sections of the Ukiah City Code regulating Medical Marijuana Dispensaries.
[Attachment 1 - Ordinance 1176](#)
[Attachment 2 - Proposed Amendment to the Medical Marijuana Dispensaries Ordinance](#)

- 7.e. [Approve the Repair and Rebuild of Floway 16DK Close Coupled Pump from Weir Floway, Inc. in the Amount of \\$29,490.31.](#)

Recommended Action: Council will consider approving the repair and rebuild of Floway 16DK close coupled pump from Weir Floway, Inc. in the amount of \$29,490.31.

[Attachment 1 - Tear Down and Inspection Report](#)

[Attachment 2 - Quote \(revised\)](#)

8 AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The City Council welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Council when this matter is considered. If you wish to speak on a matter that is not on this agenda, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

9 COUNCIL REPORTS

10 CITY MANAGER/CITY CLERK REPORTS

11 PUBLIC HEARINGS (6:15 PM)

- 11.a. [Continuation of Public Hearing to Consider Adoption of a Resolution Amending the Ukiah Police Department Fee Schedule, including; Bike Licenses, Concealed Weapons Permits, Civil Subpoenas, Local Criminal History Letters, Police Reports, Live-Scan Fingerprinting, Photographs, Second Hand Dealer Licensing, Stored Vehicles, Records Subpoenas, Taxi Permits, Traffic Accident Reports and Fees Associated with Vehicle Repossession Release.](#)

Recommended Action: Staff recommends adopting a resolution increasing Ukiah Police Department fees, including; bike licenses, concealed weapons permits, civil subpoenas, local criminal history letters, police reports, Live-Scan fingerprinting, photographs, second hand dealer licensing, stored vehicles, records subpoenas, taxi permits, traffic accident reports and fees associated with vehicle repossession release.

[Attachment 1 - Fee Worksheet](#)

[Attachment 2 - Hourly Rate Calculations](#)

[Attachment 3 - Bicycle License Ordinance](#)

[Attachment 4 - ASR and Resolution 2017-33](#)

[Attachment 5 - 2001 Fingerprint ASR](#)

[Attachment 6 - 1998 Stored Vehicle ASR](#)

[Attachment 7 - 1993 Taxi Permit Resolution](#)

[Attachment 8 - RESOLUTION UPD Fee Increase](#)

12 UNFINISHED BUSINESS

- 12.a. [Update Regarding Proposed Multi-Family Housing Development on City-Owned Property at 345 North Main Street and 215 Norton Street; Authorization for City Manager to Negotiate and Execute Lease-Option Agreement with Guillon, Inc.](#)

Recommended Action: Receive update regarding proposed multi-family housing development on City-owned property at 345 N. Main Street and 215 Norton Street and authorize City Manager to negotiate and execute a lease-option agreement with Guillon, Inc.

Attachment 1 - Main Street Properties Satellite View

Attachment 2 - Exclusive Negotiating Agreement - Guillon, Inc. - 2017 (final and executed)

- 12.b. Award Contract to Ghilotti Construction Company, Inc. in the Amount of \$22,357,358 for the Construction of Phases 1 Through 3 of the Recycled Water System.

Recommended Action: Award contract to Ghilotti Construction Company, Inc. in the amount of \$22,357,358 for the construction of phases 1 through 3 of the recycled water system.

Attachment 1 - Bid Results - Spec 17-08 Recycled Water Project

Attachment 2 - Ghilotti Bid Submittal

- 12.c. Introduction and Adoption of Urgency Ordinance Amending Section 9171 in Division 9, Chapter 2, Article 15.5 of the Ukiah City Code Regarding Operation of the Inland Emergency Winter Shelter During the Winter of 2017-2018.

Recommended Action: Introduce and adopt an urgency ordinance of the City Council of the City of Ukiah amending Section 9171 in Division 9, Chapter 2, Article 15.5 of the Ukiah City Code regarding operation of the Inland Emergency Winter Shelter during the winter of 2017-2018.

Winter Homeless Shelter Emergency amendment to Zoning Ord CLEAN (002).pdf

13 **NEW BUSINESS**

- 13.a. Discussion and Possible Introduction of an Ordinance of the City Council of the City of Ukiah Amending Section 3951 of Article 1 to Chapter 6 in Division 4 of the Ukiah City Code, Regarding the Requirements for Notice of a Proposed Utility Rate Change.

Recommended Action: Introduce the Utility Rate Change Ordinance by Title Only.

Attachment 1 - Utility Rate Amendment Ordinance (redline)

Attachment 2 - Utility Rate Amendment Ordinance (clean)

Attachment 3 - UCC Article 1, Chapter 6, Division 4

- 13.b. Discussion and Possible Action Regarding Cancellation of the January 3, 2018, City Council Meeting Unless Otherwise Determined to be Needed by the City Manager for Time Sensitive Items.

Recommended Action: Approve the cancellation the January 3, 2018, City Council Meeting unless otherwise determined to be needed by the City Manager for time sensitive items.

None

14 **CLOSED SESSION – CLOSED SESSION MAY BE HELD AT ANY TIME DURING THE MEETING.**

- 14.a. Conference with Legal Counsel – Existing Litigation
(Cal. Gov't Code Section 54956.9(d)(1))

Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCUK- CVPT-15-66036 (Palace Hotel)

Recommended Action: Confer in Closed Session

None

- 14.b. Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9(d)(1))

Name of case: Ukiah Valley Sanitation District v. City of Ukiah, Sonoma County Superior Court, Case No. SCV 256737 (UVSD)

Recommended Action: Confer in Closed Session
None

- 14.c. Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9(d)(1))

Name of case: Operating Engineers Local 3 v. City of Ukiah, Public Employment Relations Board, Case No. SF-CE-1442-M

Recommended Action: Confer in Closed Session
None

- 14.d. Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9(d)(1))

Name of case: Matthew Black v. City of Ukiah et al., Mendocino County Superior Court, Case No. SCUK-CVPT-17-69780

Recommended Action: Confer in Closed Session
None

- 14.e. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)

Property: 429 South Dora St. Ukiah, CA 95482

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: City of Ukiah and Ukiah Unified School District;

Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session
None

15 ADJOURNMENT

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California, not less than 72 hours prior to the meeting set forth on this agenda.

October 27, 2017

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Introduction of New Employee - Steven Oropeza, Public Works Engineering Technician.

DEPARTMENT: Public Works

PREPARED BY: Jarod Thiele

ATTACHMENTS:

None

Summary: The Public Works Department is pleased to introduce the new Engineering Technician, Steven Oropeza.

Background: The City of Ukiah Public Works Department is pleased to introduce Steven Oropeza, who has been hired as an Engineering Technician. Steven comes to the City from the private sector contracting world. He has extensive experience in general construction and electrical work. Steven was previously a member of the Public Works Street Division Team a few years ago. His primary responsibilities for the City will be performing project inspections and assisting the Engineering Department in planning and preparing project plans and specifications.

Discussion: Steven grew up on the coast in Gualala and moved to Ukiah twelve years ago. Steven and his fiancée have four kids combined ranging from the ages of seven to seventeen. In his free time he enjoys anything that involves being on or in the ocean as well as traveling.

RECOMMENDED ACTION: The City Council will welcome new team member Steven Oropeza to the City of Ukiah.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

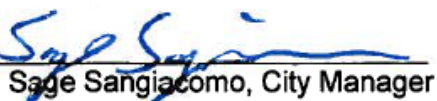
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Steven Oropeza, Public Works Engineering Technician

Approved: _____


Sage Sangiacomo, City Manager

There are no Attachments to this Agenda Item.



AGENDA SUMMARY REPORT

SUBJECT: Introduction of New Employee - Matthew Keizer, Building Official.

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter

ATTACHMENTS:

None

Summary: The Community Development Department is pleased to introduce the City of Ukiah's new Building Official, Matthew Keizer.

Background: The City of Ukiah Community Development Department is pleased to introduce Matthew (Matt) Keizer, who has been hired as Building Official. Matt grew up and lived in Castro Valley in the East Bay Area before moving to Livermore to start his own construction company. After running this company for several years, Matt changed his career from the private sector to the public sector to focus on building inspection services. Since making the career change, Matt has worked as a consultant building inspector for cities in Marin and Sonoma Counties. Prior to joining the Community Development team, Matt worked for the County of Sonoma.

Discussion: Matt moved to Ukiah with his wife and children in 2014. In his spare time, Matt enjoys going to Lake Mendocino and attending various downtown Ukiah events with his family, visiting the coast, and exploring all the other places in the City and surrounding areas.

RECOMMENDED ACTION: The City Council will welcome new team member Matthew Keizer to the City of Ukiah.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

There are no Attachments to this Agenda Item.



AGENDA SUMMARY REPORT

SUBJECT: Presentation of Donation to Cancer Resource Center of Mendocino County by the Recreation Department.

DEPARTMENT: Community Services

PREPARED BY: Jake Burgess

ATTACHMENTS:

[2017 Strike Out Cancer Wrap-up](#)

Summary: The Recreation Department hosted its Second Annual "Strike Out Cancer" softball tournament on Saturday, October 7th. The tournament was a success and, as a result, the Department is donating \$1,000 to the Cancer Resource Center of Mendocino County.

Background: The Recreation Department created the "Strike Out Cancer" tournament last year with the goal to raise money for cancer research and treatments. They partnered with the Cancer Resource Center of Mendocino County, and funds are to be used to support those who have been impacted by cancer in our communities. The Cancer Resource Center of Mendocino County's program provides cancer patients, cancer survivors, and the circle of family and friends who support them, the information and support they need to understand and manage diagnostic and treatment options, surmount financial and logistic hurdles, and maintain their family and professional lives while undergoing treatment.

Discussion: The Second Annual "Strike Out Cancer" softball tournament (Attachment 1) was sponsored by Hillside Health Center and featured six (6) women's teams and ten (10) men's wood bat teams for a total

RECOMMENDED ACTION: Receive presentation.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Julie Webb, Sports Coordinator

Approved: _____


Sage Sangiacomo, City Manager

turnout of sixteen (16) total teams. Ukiah Trophies and Big 5 Sporting Goods donated awards and prizes for the winning teams.

The Recreation Department is proud to donate \$1,000 to the Cancer Resource Center of Mendocino County.

2017 “Strike Out Cancer” Softball Tournament

On Saturday, October 7th, the City of Ukiah Recreation Department hosted two slow-pitch softball tournaments sponsored by the Hillside Health Center. Sixteen softball teams came together to raise awareness for Breast Cancer by playing in either the Women’s Double Elimination Tournament or the Men’s Wood Bat Tournament. This is the second annual Strike Out Cancer where the City of Ukiah has partnered with the local Cancer Resource Centers of Mendocino County and over two years, the tournament has grown tremendously.

The City of Ukiah would like to thank the tournament sponsor, Hillside Health Center, for providing funds for prizes and giveaways. They would also like to thank Ukiah Trophies and Big 5 Sporting Goods (Ukiah) for donating additional prizes, Mendocino County Sheriff’s Office for bringing the Pink Cancer Awareness Camaro, and to the players and spectators that came out to help raise awareness for Breast Cancer. The City of Ukiah is proud to say they are donating \$1,000 to the Cancer Resource Centers of Mendocino County. Donating locally assures funds *stay* locally.



Champions: DD’Fence (Petaluma)



Lindsay (All-Tourney) – Kristen (All-Tourney) – Payton (MVP)



Champions: The Pub



Dustin (All-Tourney) – Ryan (MVP) – Dave (All-Tourney)



AGENDA SUMMARY REPORT

SUBJECT: Status Report, Discussion and Possible Action Regarding the Ukiah Valley Sanitation District's Litigation Against the City of Ukiah Related to the Operation of the Sanitary Sewer System.

DEPARTMENT: Administration

PREPARED BY: Sage Sangiacomo

ATTACHMENTS:

[Attachment 1 - UVSD Litigation Update Box Files location](#)

Summary: Staff will provide the latest status report on the Ukiah Valley Sanitation District's Litigation against the City of Ukiah related to the operation of the sanitary sewer system.

The City of Ukiah continues to request that the District consider a change in process outside of litigation to resolve the dispute and restore a working relationship, recognizing there is simply too much at stake for the ratepayers, system operations, and the community.

Background: Chronological History of Recent Correspondence and Activity:

In September 2013, the Ukiah Valley Sanitation District (UVSD) filed a claim for damages with the City, and one month later filed its lawsuit. In its lawsuit, the District seeks damages for alleged breaches of the various agreements between the City and the District related to the operation of the sanitary sewer system, starting with the original 1955 agreement.

RECOMMENDED ACTION: Receive status report. If desired, discuss and provide direction to Staff and/or consider any action(s) related to the matter.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

The lawsuit will have significant adverse financial impacts to both agencies, as well as the ratepayers and the community, and the City is seeking an alternative to litigation to resolve this dispute. Attached is the letter that was sent on September 14, 2016, by the City Council to the District Board, formally requesting that the District drop the lawsuit with terms that would allow the District to refile if agreement cannot be reached (UVSD Litigation Update Box File #1), as well as an informational piece that details the background/impacts (UVSD Litigation Update Box File #2).

On September 21, 2016, the City Council received a presentation (UVSD Litigation Update Box File #3) from staff that explained the relationship between the two agencies and provided responses to some of the most frequently asked questions about this matter to better inform the public about the consequences of the litigation. This information along with a video link to the September 21st presentation/discussion are accessible at <http://www.cityofukiah.com/projects/uvsd-vs-cou/>.

The UVSD submitted a letter dated September 20, 2016, (UVSD Litigation Update Box File #4) which inaccurately asserts that the City's request is for the District to drop the lawsuit until after the recycled water project funding is received. In fact, the City's request is for the District to dismiss its lawsuit and that the City and District devote their time, money and resources to solving the costly issues confronting the sewer system and improving their working relationship. The City's goal is to eliminate the lawsuit altogether. The City has offered to include terms that would allow the District to refile the lawsuit if the parties fail to reach agreement, but the City never suggested that the District would simply refile the lawsuit once State funding was obtained. Also, the City never suggested that dismissing the lawsuit is all that would be necessary to obtain State funding. In addition to dismissal of the lawsuit, there would have to be an agreement between the City and the District regarding the recycled water project that would satisfy the State Water Resources Control Board.

At the conclusion of the September 21st discussion, the Council directed the City Manager to contact the UVSD District Manager to explore possible alternatives. The City Manager attempted to contact the District Manager by email, but due to a reported medical leave, Mr. McMichael was not available to provide a timely/detailed response. On October 5th, the City Attorney received an email correspondence from Duncan James (Attorney representing the District) responding to the City Manager's email to Mr. McMichael. Mr. James indicated in the email that the District had accepted the City's request to meet and formed a committee consisting of Frank McMichael, District Manager; Jim Ronco, Board Chair; Bob Page, Board Member; and legal counsel. The City Manager issued a supplemental memo to the City Council for the October 5th City Council meeting regarding this email exchange and included a recommendation to Council for the formation of a City Council ad hoc committee to meet with the District (UVSD Litigation Update Box File #5). At the City Council meeting, Mr. Doug Losak with the Law Offices of Duncan James delivered and read aloud a letter containing some additional allegations, but in the end, agreed to meet with the City. The City Council formed an ad hoc committee consisting of Councilmembers Crane and Doble. The City immediately made efforts to schedule the first meeting between the District's committee and the City's ad hoc.

At the October 19, 2016, meeting, the City Council discussed the latest correspondence from the District including the District's request to hold the ad hoc meetings in private and require the City to consent to a confidentiality agreement. The City Manager provided the Council with the correspondence to date from the District regarding the confidentiality condition (UVSD Litigation Update Box File #6) for consideration. At the time of the meeting, the District had not provided a draft of the proposed confidentiality agreement. By consensus, the City Council continued to object to private meetings that do not provide the public with the opportunity to be informed. However, the City Council did direct the ad hoc to meet with the District's ad hoc to discuss the process for such meetings and report back to the City Council at its regular meeting on November 2, 2016.

Prior to the ad hoc meeting, the City Attorney received a letter from Duncan James' Office regarding the District's request for a confidentiality agreement for the ad hoc meetings along with a draft of the agreement (UVSD Litigation Update Box File #7). The City Attorney issued a response (UVSD Litigation Update Box File #8) indicating that such agreement would need to be discussed at the first joint ad hoc meeting and ultimately

considered by the City Council.

In addition, the City Council received correspondence from the District Manager related to the recycled water project dated October 21st (UVSD Litigation Update Box File #9). Most of the questions referenced in the letter had already been either answered or provided to the District. Nonetheless, City staff welcomed the dialogue and discussion in a sincere effort to move this critical project forward. Staff provided a response to the District Manager on October 27, 2016 (UVSD Litigation Update Box File #10).

On October 28, 2016, the City's ad hoc met with the District's ad hoc. At the meeting, the District presented the City with a take-it-or-leave-it condition imposing confidentiality on the ad hoc discussions.

On November 2nd and 4th, the City Council considered the District's confidentiality condition on the ad hoc discussions and approved a letter (UVSD Litigation Update Box File #11) that confirmed agreement to the condition if the District Board would agree to either stay further proceedings in the lawsuit or dismiss the lawsuit without prejudice. The City's proposal, if accepted, would halt the costly litigation fees currently being incurred by both agencies, but would not preclude the District from terminating the stay or refiling the lawsuit if the District wasn't satisfied with the discussions/negotiations. The District issued a response to the City's proposal on November 8, 2016 (UVSD Litigation Update Box File #12) that continues to impose a confidentiality condition on the joint ad hoc meetings. The District further stated "the lawsuit needs to otherwise remain in motion" except to provide a limitation on any discovery requests for a period of 4 weeks.

It's important to note that the District's legal team has predominately utilized the Public Information Act (PRA) rather than formal discovery to obtain information. Because the City of Ukiah is a public agency, the District's attorneys have used the PRA process to obtain information, which does not require the District to justify its requests by showing how they are relevant to the issues in the case. In a typical lawsuit, the discovery process is used to obtain documents and is overseen and controlled by the court to prevent burdensome or oppressive requests. The City continues to expense a tremendous amount of staff resources responding to the District's PRA requests for information dating back to 1955. To date, the District has submitted over 41 requests (with multiple parts) under the PRA process. The City has diligently been responding to the requests for the past 12 months. Suspension of the formal discovery process will not prevent the continued practice by the District nor will it limit the escalating litigation expenses during this proposed period.

With regard to the recycled water project, the City received additional correspondence from the District Manager indicating the need for more information (UVSD Litigation Update Box File #13). However, the correspondence did not identify any specific questions or information that had not otherwise been provided. The City Manager issued a response on November 15th (UVSD Litigation Update Box File #14) and included a BOX link to all relevant information on the recycled water project (<https://cityofukiah.box.com/v/uvsdpointsofinterest>). Most, if not all, of the information and/or documents have already been provided to the District. Furthermore, the City Manager requested a determination from the District regarding its position on the project and offered to provide any other information and/or presentations that would be necessary for a determination.

On November 16th, the City Council instructed the City Attorney to contact the lawyers for the Ukiah Valley Sanitation District to work out the details for mediating the outstanding disputes including selecting a mediator. Furthermore, and as a first step in the mediation, the City Council requested the District to provide a detailed written response and any counter proposals to the City's written proposal that was submitted to the District in March 2014, during the original mediation between the City and the District. On November 17th, the City Attorney sent correspondence to the UVSD's lawyer to initiate mediation as directed (UVSD Litigation Update Box File #15). As of the publication of the report for the December 7th City Council meeting, the District had not responded.

Additional correspondence between the City and District had also been exchanged related to the recycled water project (UVSD Litigation Update Box File #16 & #17). Despite continued attempts to engage and provide the

District with information, the District had yet to conclude that the recycled water project is the superior alternative of disposing treated wastewater. In an effort to bring this item to a conclusion, the City Manager proposed in a December 1st correspondence to the District Manager a joint meeting between the City Council and the District Board to discuss and resolve any remaining questions/issues related to the project. As of the publication of the report for the December 7th City Council meeting, the District had not responded.

Related to the Fiscal Year 16/17 Budget, the District has not yet identified the District's timeline for their previously identified budget review process that reportedly extends through various staff, committee and District Board stages before a final joint meeting with the City can be scheduled. The previously approved continuing resolution for the budget was scheduled to expire on December 31, 2016. The City had made inquiries as to the District's progress and anticipated review timeline (UVSD Litigation Update Box File #18). Staff recognized some level of District review was underway given recent engagement (since November 11th) on the budget, but the District Manager had not provided a timeline for completion of their review and/or indicated readiness for a joint budget meeting. As of the publication of the report for the December 7th City Council meeting, the District had not responded.

At the December 7th City Council meeting, the Council adopted a resolution to secure funding for the construction of the recycled water system using water revenues as an alternate to the City's wastewater revenues. While this was a less desirable option for securing project funding, it was considered a better alternative to losing the project funds altogether. The Ukiah Valley Sanitation District's lawsuit remains the only impediment to securing project funding with the wastewater revenues, given the City must be able to demonstrate to the State an unconstrained revenue source to guarantee repayment of the loan funds. City staff reported that they were vetting the details of the water revenue alternative with the State Water Resources Control Board. The UVSD continued to be unresponsive to the City Manager's proposal for a joint meeting between the City Council and the District Board to discuss and resolve any remaining questions/issues related to the recycled water project.

Related to the Fiscal Year 16/17 Budget, the City Council and the District Board approved a continuing budget resolution at their respective meetings on December 7th and December 27th. The City's continuing resolution was set to expire on January 18, 2017, unless otherwise extended. The City requested a joint meeting with the District Board prior to the expiration of the resolution. While the District had taken action to extend the continuing resolution beyond December 31, 2016, it had yet to identify a timeline for the completion of its budget review or response to the City's request for a joint meeting.

At the January 4, 2017, City Council meeting, the City Manager and staff reported that terms for mediation continue to be discussed and the District had not responded to the City's requests for a joint meeting on the Fiscal Year 16/17 budget or the recycled water project. It was further reported that the City received a notice from the District Chair related to communication in the absence of the District Manager due to an extended medical leave (UVSD Litigation Update Box File #19).

At the January 18, 2017, City Council meeting, the City Manager and staff reported that terms for mediation continue to be discussed and the District had not responded to the City's continued requests for a joint meeting on the Fiscal Year 16/17 budget or the recycled water project.

Development of the City's wastewater operating budget is a joint process between the City and the Ukiah Valley Sanitation District (UVSD). The process had been delayed significantly despite efforts by the City to move it forward expeditiously. In the interim, the City had been operating its wastewater enterprise on a continuing resolution, carrying forward the adopted appropriations from Fiscal Year 2015-16. At its meeting of December 7, 2016, the City Council determined that continuing to do so impeded its ability to effectively, efficiently, and responsibly provide wastewater services to the citizens of Ukiah and the UVSD and voted to move the budget process forward with its consideration and potential adoption at its regularly scheduled meeting on January 18, 2017. The City notified UVSD of its intentions and again called on it to schedule a meeting with the City Council

to complete the budget review process. As of the January 18th City Council meeting, the UVSD continued to be unresponsive to the requests to meet. As such, the City Council unilaterally considered and approved the FY 16-17 Wastewater Budget (UVSD Litigation Update Box File #20).

At the February 1, 2017, City Council meeting, the City Manager and staff reported that terms for mediation continue to be discussed with a location and mediator agreed to, but a date not finalized. Furthermore, the District had not responded to the City's continued requests for a joint meeting on the Fiscal Year 16/17 budget or the recycled water project.

At the February 15, 2017, City Council meeting, the City Attorney reported that a date (May 11th) had been finalized for the first session of mediation. In addition, the City had accepted the District's conditions that the mediation be subject to a confidentiality agreement in addition to the Evidence Code mediation privilege and to conduct the mediation in Santa Rosa using a mediator from the Judicial Arbitration and Mediation Service (JAMS). The City Manager also reported the District had not responded to the City's continued requests for a joint meeting on the Fiscal Year 16/17 budget or the recycled water project.

At the March 1, 2017, City Council Meeting, the City Manager reported that the District remains nonresponsive to the requests for a joint meeting on the Fiscal Year 16/17 budget and recycled water project.

At the March 15, 2017, City Council Meeting, the City Manager reported the District continues to remain nonresponsive to the City's requests for a joint meeting on the Fiscal Year 16/17 budget and recycled water project. The City Manager also reported that District Manager McMichael had responded to the City's request for a staff meeting to prepare the bid package to rebid the installation of the barscreen at the Wastewater Treatment Plant as previously directed by the City Council and District Board. The barscreen meeting took place on the morning of March 15th.

At the April 5, 2017, City Council Meeting, the City Manager reported that the District continues to remain nonresponsive to the City's requests for a joint meeting on the Fiscal Year 16/17 budget and recycled water project. At the District's March 16, 2017 Board meeting, the City Manager reiterated the City's request for the joint meeting during public comment on non-agenda items. In addition, the City continues to be available and responsive to budget and billing inquiries from Mr. Dickerson and public information requests from the District's legal counsel, although none have been received in the past two weeks.

At the April 19, 2017, City Council Meeting, the City Manager reported that the District continues to remain nonresponsive to the City's requests for a joint meeting on the Fiscal Year 16/17 budget and recycled water project. In addition, the City has provided the District with a timeline for the City's proposed FY 17-18 Budget process and has sought input on how/when the District would prefer to coordinate the development and joint review of next year's FY 17-18 wastewater budget (UVSD Litigation Update Box File #21).

At the May 3, 2017, City Council Meeting, the City Manager reported that the UVSD continues to be nonresponsive to the City's ongoing requests for a joint meeting on the FY 16-17 Budget and recycled water project. In addition, the District has been nonresponsive to the City's request to engage in the development and joint review of the FY 17-18 wastewater budget. Furthermore, it was reported that the District was unwilling to provide details related to the maintenance of customer billing accounts as demonstrated by the District's refusal to share refund calculations and methodology related to a sizable refund reportedly authorized by the District at their January 19, 2017, board meeting. Given the District's uncooperative approach regarding account information through customary administrative communication, the City was forced to seek the information through a Public Records Act (PRA) request. Since the May 3rd meeting, the District has provided a response to the PRA request which is currently being reviewed by City staff.

At the May 17, 2017, City Council Meeting, the City Manager reported that mediation regarding the litigation resumed on May 11, 2017, and continues with the efforts remaining confidential due to the rules established for the meetings. In addition, the District remains nonresponsive to the City's ongoing request for a joint meeting

on the FY 16-17 budget and recycled water project. The District also continues to be nonresponsive to the City's numerous requests for engagement in the development and joint review of the FY 17-18 wastewater budget. Correspondence has been sent to the District detailing the budget development schedule and budget related items on the City Council's agenda, inclusive of the following dates:

- March 13-17: Budget Training in Munis
- March 20-31: First-round budget meetings
- March 31: Deadline for personnel requests for budget
- Friday April 7: Budget entry due. Budget will be locked to departments to allow for further processing and analysis by Finance
- April 17-28: Second-round budget meetings
- Wednesday, May 17: Budget 101 with Council
- May 19: Comment period on budget document closes
- June 7: First budget hearing and workshop with Council
- June 14: Final budget hearing with Council and adoption (tentative)

At the June 7, 2017, City Council Meeting, the City Manager reported the District continues to be nonresponsive to the City's request for a joint meeting regarding the current year budget, the recycled water project and the development of next fiscal year's budget. The City Attorney also reported that the mediation process is ongoing.

At the June 21, 2017, City Council Meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the current year budget, the recycled water project and the development of next fiscal year's budget. In addition, Director White has sent correspondence to the District regarding the need for joint approval of the barscreen installation bid, given the \$100,000 Participation Agreement threshold for capital items. The City Council considered and approved the item at the June 21st meeting, but the District will need to approve the project if it is to proceed.

At the July 5, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the current year budget, the recycled water project and the development of next fiscal year's budget. Given the continued lack of response from the District, the City Council, at its meeting of June 21, 2017, approved the Fiscal Year 17-18 budget inclusive of the budget for wastewater. The City continues to seek cooperation from the District, but delaying approval of the budget impedes the City's ability to effectively, efficiently, and responsibly provide wastewater services to the citizens of Ukiah and the UVSD.

In addition, the District had not yet considered the barscreen installation bid which requires joint approval. Director White has sent correspondence to the District regarding the need for joint approval of the barscreen installation bid, given the \$100,000 Participation Agreement threshold for capital items. The City Council considered and approved the item at the June 21st meeting, but the District will need to approve the project if it is to proceed.

The City Manager also reported the second mediation date is scheduled for July 14, 2017.

Furthermore, UVSD Director Marshall has contacted the City requesting a tour be scheduled for the District's new interim manager. The City is responding to coordinate the request.

At the July 19, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. In addition, a tour of the Wastewater Treatment Plant was given to the new District Manager and UVSD Board Member Marshall. Mediation meetings continue, but no public reports are available. The candidate filing period for 3 of the 5 District Board seats for the November 7th Election is open from July 17 - August 11.

At the August 2nd, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. City representatives attended the UVSD Board Meeting on July 20, 2017, and again requested cooperation from the District.

Regarding the barscreen rebid, the City Manager reported: On June 21st, the City Council approved the award of contract to Fort Bragg Electric for the installation of a barscreen at the Wastewater Treatment Plant. The award was contingent upon the District taking corresponding action of which they were informed. Due to an extended delay and no response from the UVSD, the City requested an extension of the expiring bid from the contractor to afford the District additional time to take action. The District approved the contract at its July 20, 2017, Board Meeting and the project will proceed.

Regarding the litigation impact, the City Manager reported: Staff completed an updated estimate of legal related expenses associated with the Ukiah Valley Sanitation District. Estimates demonstrated that the Ukiah Valley Sanitation District is closing in on \$4 million dollars of legal related expenses with over \$3.3 million directly paid to the Law Offices of Duncan James (UVSD Litigation Update Box File #22). In defense of the District's legal actions, the City has expended approximately \$814,000. On a cost per account base evaluation, this equates to \$1,225.55 per District customer account and \$207.39 per City customer account.

At the August 16, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. However, discussions related to mediation continue. Furthermore, City representatives continue to attend the UVSD Board Meetings in an effort to seek an improved working relationship.

At the September 6, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. With regard to mediation, representatives of the City of Ukiah and the Ukiah Valley Sanitation District continue to have meetings, but because of the confidential nature of mediations, the parties cannot reveal any further information. On the administrative front, the City Manager and Joe Tait, the new District Manager had a meeting on August 24, 2017. While the meeting was an initial meet and greet, both Mr. Tait and the City Manager expressed a desire to improve the working relationship between the two agencies. Earlier in the week, Mr. Tait also met with engineering staff to review operational processes and procedures.

During this reporting period, the City responded to the District's request for a draw on available, unencumbered District funds held by the City in the amount of \$4,544,482. Pursuant to the Participation Agreement, as amended and the Financing Agreement between the City of Ukiah and the Ukiah Valley Sanitation District, the City issued a check on August 30, 2017, per the District's final instructions received on that same day.

At the September 20, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project.

During the previous reporting period, the City responded to the District's request for a draw on available, unencumbered District funds held by the City in the amount of \$4,544,482. Pursuant to the Participation Agreement, as amended and the Financing Agreement between the City of Ukiah and the Ukiah Valley Sanitation District, the City issued a check on August 30, 2017, per the District's final instructions received on that same day.

Over the course of the two weeks leading up to the City Council meeting on September 20th, the District made a number of false claims related to their draw on District funds in an effort to justify their continued legal action

against the City. The press release that fully describes this issue is included in the Litigation Files as UVSD Litigation Update Box File #23.

Mediation continues, but the litigation activities are escalating as the March 2018 trial date nears. The high cost of litigation could be avoided if the District were to agree to focus on mediation efforts and put a hold on the trial. The City's Director of Finance gave an updated presentation on the impacts of the District's litigation (UVSD Litigation Update Box File #24).

The City Council had previously requested the District put a hold on litigation activities over a year ago and the District opposed the request. The City Council issued a new request on September 21, 2017 (UVSD Litigation Update Box File #25) in hopes the parties could agree to focus efforts on resolution and stay the litigation activities in an effort to avoid the high costs a trial.

At the October 4, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. As of mid September 2017, the Ukiah Valley Sanitation District had spent nearly \$4,126,971 in legal fees, with \$3,426,487 paid directly to the Law Offices of Duncan James. Litigation activities were reported to be escalating as a trial date nears. The mounting legal expenses could be avoided if the District were to agree to focus on mediation efforts and put a hold on the litigation. As of that meeting, the District had not responded to the most recent request from the City Council to put the litigation on hold. In addition, the paid advertisements from the District continued through this period across multiple media platforms with a continued attempt on justifying their litigation.

At the October 18, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. As of mid September 2017, the Ukiah Valley Sanitation District had spent nearly \$4,232,610 in legal fees, with \$3,524,988 paid directly to the Law Offices of Duncan James. On a cost-per-utility customer account evaluation, this equates to \$1,321 per District customer account.

Litigation activities continue and are quickly escalating as a trial date nears. The mounting legal expenses could be avoided if the District were to agree to focus on mediation efforts and put a hold on the litigation. The City had previously made this request and issued a new request following the conclusion of the last City Council meeting (UVSD Litigation Update Box File #25). Unfortunately, mediation efforts are significantly being displaced by the litigation. To date, the District has not responded directly to the most recent request from the City Council to put the litigation on hold and focus all efforts on mediation.

At a special meeting on October 11, 2017, the Ukiah Valley Sanitation District voted in favor of contract amendments to their contract for legal services with Law Office of Duncan James. In addition, the Board voted to change their regular meeting time to the 3rd Wednesdays of the month at 6pm which is in direct conflict with the regular City Council meetings.

The District continues to utilize a paid media consultant and paid ads in the Ukiah Daily Journal, Hometown Shopper and social media to justify the continued legal action against the City. The ads contain false, partial and manipulated information.

The City's Finance Director again reported on the impacts litigation has on the refinancing of the wastewater treatment plant bonds. A current review by Director Buffalo demonstrates that refinancing would not be feasible given the litigation in that the rates would not be advantageous due to a diminished rating. In addition, it would be difficult to secure insurance and underwriting given the risk to investors created by the District's litigation efforts.

Discussion: At the November 1, 2017, City Council meeting, Staff provided the latest status report on issues related to the operation of the sanitary sewer system.

The City of Ukiah continues to contend that the lawsuit is unnecessary, and is seeking cooperation with the District to settle the dispute outside of litigation. As of the end of September 2017, the Ukiah Valley Sanitation District had spent nearly \$4,232,610 in legal fees, with \$3,524,988 paid directly to the Law Offices of Duncan James. On a cost-per-utility customer account evaluation, this equates to \$1,321 per District customer account.

Litigation activities continue and have escalated as a trial date nears with a number of depositions completed and scheduled. Mediation efforts are significantly being displaced by the litigation. To date, the District has not responded directly to the most recent request from the City Council to put the litigation on hold and focus all efforts on mediation (UVSD Litigation Update Box File #25).

Budgets and Recycled Water Project: The City of Ukiah continues to seek cooperation from the UVSD to jointly approve budgets and review the recycled water project. The District remains unresponsive to the City's request to meet on these matters.

The District continues to utilize a paid media consultant and paid ads in the Ukiah Daily Journal, Hometown Shopper and social media to justify the continued legal action against the City. The ads contain false, partial and manipulated information.

The Council may elect to discuss the matter further and, if desired, provide direction to Staff and/or consider any related action(s). As part of this agenda item, the Council does not intend to consult with legal counsel regarding the litigation itself and does not intend to waive evidentiary privileges for attorney-client communication or attorney work product.

UVSD Litigation Update Box Files located at:

<https://cityofukiah.box.com/v/UVSDLitigationUpdates>



AGENDA SUMMARY REPORT

SUBJECT: Approval of Minutes of the Regular Meeting of October 18, 2017.

DEPARTMENT: City Clerk

PREPARED BY: Ashley Cocco

ATTACHMENTS:

[Attachment 1 - 10-18-17 Minutes - Draft](#)

Summary: Council will consider approving the minutes of October 18, 2017, a regular meeting.

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve Minutes of October 18, 2017, a regular meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Kristine Lawler, City Clerk

Approved: _____


Sage Sangiacomo, City Manager

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
October 18, 2017
6:00 p.m.

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

Ukiah City Council met at a Regular Meeting on October 18, 2017, having been legally noticed on October 13, 2017. Mayor Brown called the meeting to order at 6:01 p.m. Roll was taken with the following **Councilmembers Present:** Stephen G. Scalmanini, Douglas F. Crane, Maureen Mulheren, Kevin Doble, and Jim O. Brown. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Ashley Cocco, Deputy City Clerk.

MAYOR BROWN PRESIDING.

The Pledge of Allegiance was led by Daphine Harris, Management Analyst / Finance Services Specialist.

A moment of silence was observed for the victims of the recent fires.

3. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**

a. Update on the Mendocino Lake Complex Fire - Oral Presentation.

Presenters: Tami Bartolomei, Community Services Administrator; Kirk Thomsen, Interim Fire Chief; and Sage Sangiacomo, City Manager.

Report received.

b. Introduction of New Employee - Sarah Brown, Financial Services Specialist II.

Presenter: Daphine Harris, Management Analyst / Finance Services Specialist

Introduction received.

c. Status Report, Discussion and Possible Action Regarding the Ukiah Valley Sanitation District's Litigation Against the City of Ukiah Related to the Operation of the Sanitary Sewer System.

Presenters: Sage Sangiacomo, City Manager and Dan Buffalo, Finance Director.

Report received.

d. Landfill Closure Financial Plan Update.

Presenter: Dan Buffalo, Finance Director

Report received.

4. **PETITIONS AND COMMUNICATIONS**

5. **APPROVAL OF MINUTES**

a. Approval of Minutes of October 4, 2017 - a Regular Meeting.

Motion/Second: Mulheren/Doble to approve Minutes of October 4, 2017, as submitted. Motion

carried by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

6. **RIGHT TO APPEAL DECISION**

7. **CONSENT CALENDAR**

- a. Report of Disbursements for the Month of September 2017 – *Finance*.
- b. Notification of Purchase (*P.O. #45027*) for LifePak 15 from Physio Control – *Fire*.
- c. Adopt Resolution (*2017-50*) Appointing a Member to the Traffic Engineering Committee – *City Clerk*.
- d. Council will Receive Notification of the Acquisition of Professional Services from Alpha Laboratories in the amount of \$14,775 for Testing Services at the Water Treatment Plant – *Water Resources*.

Motion/Second: Doble/Scalmanini to approve to Approve Consent Calendar Items 7a - d, as submitted. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

8. **AUDIENCE COMMENTS ON NON-AGENDA ITEMS**

Council Consensus to hear Agenda Item 13a.

13. **NEW BUSINESS**

- a. **Authorize the City Manager to Negotiate and Execute a Contract for Professional Services Between the City of Ukiah and North Coast Opportunities for Community Services Related Program Development.**

Presenters: Tami Bartolomei, Community Services Administrator; Patty Bruder, Executive Director of NCO; and Miles Gordon.

Motion/Second: Crane/Scalmanini to authorize the City Manager to negotiate and execute a contract (*COU No. 1718-133*) for professional services in the amount of \$30,000 between the City of Ukiah and North Coast Opportunities to more efficiently address community needs and develop strategies/programs that create community engagement. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

9. **COUNCIL REPORTS**

Presenters: Councilmember Mulheren and Vice Mayor Doble.

10. **CITY MANAGER/CITY CLERK REPORTS**

Presenter: Sage Sangiacomo, City Manager

11. **PUBLIC HEARINGS (6:15 PM)**

- a. **Public Hearing to Consider Adoption of a Resolution Amending Fee Schedule for the Ukiah Police Department, Including Bike License Fees, Concealed Weapons Permits, Clearance Letters, Live-Scan Fingerprinting, Fees for Photographs, Second Hand Dealer Licensing, Taxi Permits and Fees Associated with Traffic Accident Reports.**

Presenter: Chris Dewey, Police Chief

Motion/Second: Crane/Scalmanini to continue the Public Hearing to the November 1, 2017, Regular

City Council meeting. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

b. Discussion and Possible Introduction of Ordinance, by Title Only, of the City Council of the City of Ukiah Amending Various Sections of the Ukiah City Code Regulating Medical Marijuana Dispensaries.

Presenters: Darcy Vaughn, Assistant City Attorney and Sage Sangiacomo, City Manager.

PUBLIC HEARING WAS OPENED AT 7:13 P.M.

No public comment received.

PUBLIC HEARING WAS CLOSED AT 7:15 P.M.

Motion/Second: Doble/Scalmanini to introduce the Medical Marijuana Dispensary Ordinance Amendment by Title Only. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

Deputy City Clerk, Ashley Cocco, read the following title into the record:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE REGULATING MEDICAL MARIJUANA DISPENSARIES.

Motion/Second: Doble/Scalmanini to introduce the Medical Marijuana Dispensary Ordinance Amendment. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

12. UNFINISHED BUSINESS

a. 2017 Review of Ordinance Authorizing of a Hearing Officer for Appeal Hearings, Including; Number of Hearings, Cost of Hearings and Effectiveness.

Presenter: Chris Dewey, Police Chief

Report received.

b. Discussion and Request for Direction on Cannabis Cultivation Ordinance and Cannabis Business Ordinance.

Presenters: Darcy Vaughn, Assistant City Attorney; Kevin Thompson, Planning Manager; and Chris Dewey, Police Chief.

Council Consensus to bring this discussion back to be heard at the November 15, 2017, Regular City Council meeting for additional review and direction.

RECESS: 8:52 - 9:03 P.M.

Public Comment: Daniel D'Acona.

Council Consensus to accept the ad hoc's second recommendation and direct staff to return to the Planning Commission for further refinement on appropriate locations and level of review for the businesses.

13. NEW BUSINESS

b. Adoption of Resolution of the City of Ukiah City Council Adopting Administrative Program Guidelines for the Ukiah Housing Trust Fund.

Presenter: Craig Schlatter, Community Development Director

Motion/Second: Crane/Mulheren to adopt Resolution 2017-51, adopting Administrative Program Guidelines for the Ukiah Housing Trust Fund. Motion **carried** by the following roll call votes: AYES: Scalmanini, Crane, Mulheren, Doble, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

c. Report from Staff Regarding the Passage of New Housing Bills by the State Legislature.

Presenter: Craig Schlatter, Community Development Director

Report received.

CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 9:45 P.M.

14. CLOSED SESSION

a. Conference with Legal Counsel – Existing Litigation

(Cal. Gov't Code Section 54956.9(d)(1))

Name of case: *City of Ukiah v. Questex, LTD, et al*, Mendocino County Superior Court, Case No. SCUK- CVPT-15-66036 (Palace Hotel)

b. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9(d)(1))

Name of case: *Ukiah Valley Sanitation District v. City of Ukiah*, Sonoma County Superior Court, Case No. SCV 256737 (UVSD)

c. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: 429 South Dora St. Ukiah, CA 95482

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: City of Ukiah and Ukiah Unified School District;

Under Negotiation: Price & Terms of Payment

CITY COUNCIL RECONVENED IN OPEN SESSION AT 10:12 P.M.

City Attorney reported out of Closed Session that in connection with Agenda Item 14a, the corporation and the City Council unanimously authorized its attorneys to sign a settlement agreement with the defendant, allowing the City to complete the receivership that is currently approved by the court and the City will dismiss the other causes of action in the case other than establishing the receivership. The defendant will pay \$75,000 in attorney's fees which will become a receiver's lien on the hotel entitling it to super priority status.

Additionally, the City Attorney reported out of Closed Session that in connection with Agenda Item 14b, the City Council unanimously authorized its attorneys to file a petition for hearing in the State Supreme Court from the Court of Appeals decision which upheld the trial court's order denying the City's motion to strike certain causes of action that had been filed by the plaintiffs in the case.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 10:16 p.m.

Ashley Cocco, Deputy City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Notification to City Council of Purchase Order #45054 Issued to Lee Mechanical, Inc., for Emergency Hydraulic Repairs at the Hydroelectric Plant for the Electric Utility Department (EUD) in an Amount Not to Exceed \$20,000.

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

[Attachment 1 - Purchase Order #45054](#)

Summary: Council will receive a report on the Purchase Order issued for the Hydroelectric Plant's hydraulic line repairs for the Electric Utility Department.

Background: Pursuant to the requirements of Section 1522 of the Municipal Code, staff is reporting to City Council the expenditure for the repairs of a hydraulic line at the Hydroelectric Plant in an amount not to Exceed \$20,000.

Discussion: At 11:40 p.m. on October 8, 2017, the hydraulic line for generator turbine No. 2 failed. This caused a force shut down of Unit 2 and placed Unit 1 out of service. The condition of the lines were evaluated and required immediate replacement. Lee Mechanical, Inc. was selected to make the repairs under emergency conditions. Please find attached the purchase order for the repair (Attachment 1). The generators were placed back into commercial operation on October 17, 2017. The estimated loss of generation is 380 Mwh valued at

RECOMMENDED ACTION: Receive report on Purchase Order #45054 issued for repairs at the Hydroelectric Plant in an amount not to exceed \$20,000.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$415,000 FY 17/18; #80126100.80230

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: PO 45054

COORDINATED WITH: Jim O'Brien, Electrical Utility Technician; Mary Horger, Procurement Manager

Approved: _____

Sage Sangiacomo
Sage Sangiacomo, City Manager

\$14,000.



Purchase Order

Fiscal Year 2018

Page 1 of 1

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CITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #

45054-00

Delivery must be made within
doors of specified destination.

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CITY OF UKIAH - CORPORATION YD
1320 AIRPORT ROAD
UKIAH CA 95482

Vendor Phone Number		Vendor Fax Number		Buyer Mary Williamson		Date Ordered 10/16/2017		Date Required	
Delivery Reference			Freight Method/Terms N/A, NET 30		Department/Location ELECTRIC DEPARTMENT			Sales Tax Rate 0.000	
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price				
1	HYDRAULIC LINE REPLACEMENT - TO INCLUDE BUT NOT LIMITED TO: REPLACE RINGFEDERS ON UNIT 2 WICKET GATES, REPLACE HYDRAULIC LINES AND HOSES FOR BOTH UNITS TO TSV, WICKET GATE AND GATE LOCK CYLINDERS, REPLACE AIR FILTERS ON UNIT 2, (BULK MATERIAL SUPPLIED BY COU) AND MOUNTING PIN FOR UNIT 2 WICKET GATE CYLINDER NEEDS TO BE PRESSED BACK IN AND MISSING SNAP RING INSTALLED FOR A COST - NOT TO EXCEED \$20,000.00 EMERGENCY WORK WORK PERFORMED WILL BE SUBJECT TO: PREVAILING WAGE ADDENDUM, ATTACHMENT #A DATED 10/16/2017	20000.0	DOLL	\$1.000	\$20,000.00				

By 
Purchasing Supervisor

VENDOR COPY

PO Total

\$20,000.00

1. **GENERALLY.** These Terms and Conditions of Sale ("Terms and Conditions") apply to all purchases by City of Ukiah. (Referred to as "Buyer"). The supplier of goods and services under this transaction is herein referred to as "Seller". The goods or service purchased are referred to as the "Purchase."

2. **TERMS EXCLUSIVE.** Buyer will order the goods or services described herein only upon the terms and conditions contained herein. Seller's acceptance of this order shall occur either through commencement of performance under this order or acknowledgment of this order. By accepting this order, Seller waives all terms and conditions contained in its quotation, acknowledgment, invoice or other documents which are different from or additional to those contained herein and all such different or additional terms and conditions shall be null and void. **SELLER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.**

3. **INSPECTION.** All goods shall be received subject to Buyer's inspection and rejection. Defective goods and goods otherwise not conforming to this order shall be held for Seller's instruction and at Seller's risk, and if Seller so directs, shall be returned at Seller's expense. No defective goods shall be replaced without a new purchase order. Payment by Buyer shall not be construed as an acceptance of goods. Buyer may return to Seller any non-defective, excess goods within thirty (30) days of receiving them.

4. **CHANGES.** City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City's written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.

5. **TERMINATION.** City may terminate this order at any time, either verbally or in writing, with or without cause. Should termination occur, City will pay Seller as full performance until such termination the unit or pro rata order price for the performed and accepted portion of the Purchase. City may provide written notice of termination for Seller's default if Seller refuses or fails to comply with this order. If Seller does not cure such failure within a reasonable time period, or fails to perform the Purchase within the time specified (or allowed by extension), Seller will be liable to City for any excess costs incurred by City.

6. **TIME EXTENSION.** Time is of the essence City may extend the time for completion if, in City's sole determination, Seller was delayed because of causes beyond Seller's control and without Seller's fault or negligence. In the event delay was caused by City, Seller's sole remedy is limited to recovering money actually and necessarily expended by Seller because of the delay; there is no right to recover anticipated profit.

7. **REMEDIES CUMULATIVE.** City's rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.

8. **TITLE.** Title to materials and supplies purchased under this order pass directly from Seller to City upon City's written acceptance following an actual inspection and City's opportunity to reject.

9. **PAYMENT.** City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order.

10. **INDEMNIFICATION.** Seller agrees to indemnify and hold harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Purchase or the order, or their performance. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. This paragraph 9 will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.

11. **WARRANTY.** Seller agrees that the Purchase is covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as is specified in this order. Warranties will be effective notwithstanding any inspection or acceptance of the Purchase by City.

12. **ASSIGNMENT.** City may assign this order. Except as to any payment due under this order, Seller may not assign or subcontract the order without City's written approval. Should City give consent, it will not relieve Seller from any obligations under this order and any transferee or subcontractor will be considered Seller's agent.

13. **INSURANCE.** Seller must provide the insurance indicated on the face sheet of this order.

14. **PERMITS.** Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.

15. **INDEPENDENT CONTRACTOR.** City and Seller agree that Seller will act as an independent contractor and will have control of all work and the manner in which it is performed. Seller will be free to contract for similar service to be performed for other employers while under contract with City. Seller is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this order that may appear to give City the right to direct Seller as to the details of doing the work or to exercise a measure of control over the work means the Seller will follow the direction of the City as to end results of the work only.

16. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Seller under this order will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Seller's performance. A waiver by City of any breach of any term, covenant, or condition contained in this order will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this order, whether of the same or different character.

17. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Mendocino County.

Attachment "A"
PREVAILING WAGE ADDENDUM
FOR
PURCHASE ORDERS FOR PUBLIC WORK
COSTING BETWEEN \$1,000 AND \$45,000

Date: October 16, 2017

Purchase Order No. 45054

Vendor agrees to comply with the following requirement.

1. New SB 854 requirements

1.1 No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

1.2 No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

1.3 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

1.4 The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded on or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

1.5 The Prime Contractor is required to post job notices at the job site as prescribed by regulations (currently, 8 CCR §16451(d).)

2. Use of Employees.

2.1. Contractor and any subcontractors shall pay all mechanics and laborers employed by them to work upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.

2.2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the City, \$50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the

difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

2.3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, City has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of workers concerned. Copies of the General Prevailing Wage Determination are on file in the office of the City Engineer and are available to the Contractor on request. The Contractor shall post the wage determination at the site of work in a prominent place where the workers can easily see it.

2.4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Engineer. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.

2.5. Travel and Subsistence Payments.

Contractor shall make travel and subsistence payments to each worker needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

2.6. Apprentices.

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Copies of Labor Code Sections 1771 (requiring prevailing wages), 1775 (imposing penalties, including a \$50 per day, per worker forfeiture, for failure to pay prevailing wages), 1776 (requiring contractor to maintain available for inspection certified payroll records), 1777.5 (requiring certain apprenticeship programs), 1813 (imposing penalties for failure to make records available for inspection) and 1815 (requiring time and ½ for overtime) are available at the Department of Industrial Relations website at

<http://www.dir.ca.gov/>

I have read and agree to comply with the foregoing.

Date:

10/16/17

~~Handwritten signature~~

GARY B. LEE

[Print name]

PRESIDENT

[Title]

LEE MECHANICAL, INC.

[Business Name]

4 SHARI CT

[Street address]

P.O. BOX 2139

[Mailing address]

NOVATO, CA. 94947

[City]

[State]

[Zip code]

925-260-1803

[Phone number]

LMISZSC@H.NET

[Email]

CONTRACTOR/SUBCONTRACTOR WORKER CLASSIFICATION

The California Department of Industrial Relations (DIR) now requires a new registration program for all contractors and subcontractors who perform work on public works projects as defined in Labor Code Section 1720. No contractor or subcontractor may be awarded a contract, on a public works project, on or after April 1, 2015, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Additionally on or after January 1, 2016, contractor and subcontractor shall be required to furnish electronic certified payroll record to the Labor Commissioner for all public works projects, new or ongoing.

Revise and resubmit if changes occur with subcontractors during project.

Project No.	Project Title Hydraulic Line Replacement
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Prime Contractor (All fields must be completed)

Name of Prime Contractor LEE MECHANICAL, INC.	Prime Contractor's License Number 571894	Prime Contractor's DIR Registration # 1000025560
Mailing Address (Street, Number or P.O. Box) P.O. Box 2139	City NOVATO	State CA
Prime Contractor's Telephone Number 415-883-4450	Prime Contractor's Email Address LMI525@AHH.NET	
Project Director/Manager GARY LEE	Project Director/Manager Email Address LMI525@AHH.NET	Project Director/Manager Telephone 925-260-1803

Prime Contractor's Worker Classifications (select classifications that apply)			
☐ ASBESTOS	☐ BOILERMAKER	☐ BRICKLAYERS	☐ CARPENTERS
☐ CARPET/LINOLEUM	☐ CEMENT MASONS	☐ DRYWALL FINISHER	☐ DRYWALL/LATHERS
☐ ELECTRICIANS	☐ ELEVATOR MECHANIC	☐ GLAZIERS	☐ IRON WORKERS
☒ LABORERS	☒ MILLWRIGHTS	☐ OPERATING ENGINEER	☐ PAINTERS
☐ PILE DRIVER	☐ PIPE TRADES	☐ PLASTERERS	☐ ROOFERS
☐ SHEET METAL	☐ SOUND/COMM	☐ SURVEYORS	☐ TEAMSTER
☐ TILE WORKERS			

☒ Check this box to indicate there are no other subcontractors and agree to report any subcontractors if used while providing services to City of Ukiah.



AGENDA SUMMARY REPORT

SUBJECT: Approval of Change Order #2 with California Pavement Maintenance Company for the Installation of Thermoplastic Street Markings for the 2017 Slurry Seal of Local Streets and Airport Service Roads Project, Specification Number 17-10, in the amount of \$4,707.15.

DEPARTMENT: Public Works

PREPARED BY: Jarod Thiele

ATTACHMENTS:

None

Summary: Council will consider approval of Change Order #2 for the installation of thermoplastic street markings for the 2017 Slurry Seal of Local Streets and Airport Service Roads, Specification 17-10.

Background: On September 21, 2017, Council awarded a contract for the Slurry Seal of Local Streets and Airport Service Roads, Specification No. 17-10, to California Pavement Maintenance Company, Inc. in the amount of \$136,098.40. During the course of the pre-construction video inspection engineering staff noticed areas on the streets where thermoplastic street markings had been applied over existing markings. In order for a Slurry Seal of pavement to be effective, existing thermoplastic markings should be removed prior to slurry application. Change Order #1 was issued under the Director of Public Works 10% Change Order authority for the thermoplastic removal in the amount of \$9,334.50.

Discussion: The original plans and specifications required the contractor to apply painted pavement marking in

RECOMMENDED ACTION: Approve Change Order #2 for the installation of thermoplastic street markings for the 2017 Slurry Seal of Local Streets and Airport Service Roads, Specification 17-10.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$200,000; 51024220.80230

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract #1718-123

COORDINATED WITH: Tim Eriksen, Director of Public Works/City Engineer; Andrew Stricklin, Engineering Analyst

Approved: _____


Sage Sangiacomo, City Manager

lieu of thermoplastic. Staff would prefer that the thermoplastic markings that are removed be replaced with thermoplastic instead of painted markings. The total amount for Change Order #2 is \$4,707.15.

There are no Attachments to this Agenda Item.



AGENDA SUMMARY REPORT

SUBJECT: Award of Contract to SHN Consulting Engineers and Geologists in the Total Amount of \$45,911 for Materials and Compaction Testing Services for the Talmage Interchange, Specification No. 17-07 and Redwood Business Park, Specification No. 17-09 Projects.

DEPARTMENT: Public Works

PREPARED BY: Jarod Thiele

ATTACHMENTS:

[Attachment 1 - Request for Proposal - Specification Nos. 17-07 and 17-09](#)

[Attachment 2 - SHN Proposal Materials and Compaction Testing](#)

Summary: Council will consider awarding a contract to SHN Consulting Engineers and Geologists for Materials and Compaction Testing Services for the Talmage Interchange and Redwood Business Park Improvement Projects, Specifications 17-07 and 17-09.

Background: City staff worked with the Design Engineers at GHD and Caltrans to determine and calculate how many and what type of tests would be required for each project. A request for proposal was prepared and is included as Attachment 1. Proposals were released on September 26, 2017, and received until October 17, 2017. One addendum was issued to extend the deadline by one week and is also included in Attachment 1.

RECOMMENDED ACTION: Award of Contract to SHN Consulting Engineers and Geologists in the Total Amount of \$45,911 for Materials and Compaction Testing Services for the Talmage Interchange, Specification No. 17-07 and Redwood Business Park, Specification No. 17-09 Projects.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: \$7,333,000 - Street Infrastructure, Account #10024220.52100

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: General Fund, Measure Y, I-Bank, Redwood Business Park CIP, Gas Tax and RDA Bond Proceeds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Director of Public Works/City Engineer; Andrew Stricklin, Engineering Analyst

Approved: _____


Sage Sangiacomo, City Manager

Discussion: One proposal from SHN Consulting Engineers and Geologists was received and is included as Attachment 2. Staff reviewed the proposal and determined it met the requirements in the request for proposal and is therefore recommending award of a contract in the amount of \$26,686, for Redwood Business Park and \$19,015, for Talmage Road Interchange for a contract total of \$45,911.



**PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSAL**

**TESTING SERVICES FOR ROAD INFRASTRUCTURE
IMPROVEMENTS
Specifications No. 17-07 and 17-09**

PROPOSAL DUE: OCTOBER 10, 2017 AT 2:00 PM

GENERAL INFORMATION / PROJECT LOCATION

The City of Ukiah (City) with a population of 16,075 people, is located approximately 115 miles north of San Francisco, CA on the US Highway 101 corridor. Ukiah is the retail service hub to an area reaching a 50-mile perimeter and experiences a daytime service population exceeding 35,000 people.

The City will have two (2) individual contracts for construction beginning in October of 2017 that will require testing of materials and compaction testing services. Testing for these two projects will be combined into one contract as described in this RFP. The construction period for these two contracts will overlap one another. The City of Ukiah will be utilizing GHD from Santa Rosa for construction management and City of Ukiah staff for inspections and contractor(s)/consultant coordination during the course of the project. The estimated number of tests for each projects are shown below in Table 1 and Table 2.

Project 1- Specification No. 17-09 – Transportation Improvements for Redwood Business Park

PROJECT INFORMATION AND SCHEDULE

This project was awarded by the City Council on September 6, 2017 to Ghilotti Construction Company. All of the work to be performed is within the City of Ukiah City Limits and Right of Way. The project is scheduled for day work beginning at 7am with the possibility of night work if necessary for selected tasks.

SCHEDULE:

- Construction is anticipated to start late September, 2017 with the first compaction testing to start shortly thereafter
- The City Engineer or his designee will direct the locations of testing and provide consultant 24 hours' notice of each testing day
- The current number of contractor working days is 120 working days

Test	Test Method	Total No. Tests
Subgrade Basement Material Relative Compaction	ASTM D 1557 or CA Test 231	12
Subgrade Basement Material Max Wet Density	ASTM D 1557 or CA Test 216	12
Aggregate Base Relative Compaction	ASTM D 1557 or CA Test 216	24
Aggregate Base Max Wet Density	ASTM D 1557 or CA Test 216	24
HMA Max Theoretical Density (cores)	CA Test 375	46

HMA In-Place Density & Relative Compaction using Nuclear Gages	ASTM D2950 and CA Test 375	224
Concrete Compressive Strength 3600 psi or greater	ASTM C172, CA Test 540	3
Concrete Compressive Strength Less than 3600 psi	CA Test 540, CA Test 521	3

Project 2- Specification No. 17-07 – Talmage Road Interchange

PROJECT INFORMATION AND SCHEDULE

This project was awarded by the City Council on September 20, 2017 to Ghilotti Construction Company. All of the work to be performed is within the City of Ukiah city limits and Caltrans Right of Way. The project is scheduled for day work beginning at 7am with the possibility of night work if necessary for selected tasks.

SCHEDULE:

- Construction is anticipated to start October, 2017 with the first compaction testing to start shortly thereafter
- The City Engineer or his designee will direct the locations of testing and provide consultant 24 hours' notice of each testing day
- The current number of contractor working days is 100 working days

Test	Test Method	Total No. Tests
Structure Backfill Relative Compaction	ASTM D 1557 or CA Test 231	3
Structure Backfill Max Wet Density	ASTM D 1557 or CA Test 216	3
Subgrade Basement Material Relative Compaction	ASTM D 1557 or CA Test 231	5
Subgrade Basement Material Max Wet Density	ASTM D 1557 or CA Test 216	5
Embankment Relative Compaction	ASTM D 1557 or CA Test 231	2
Embankment Max Wet Density	ASTM D 1557 or CA Test 216	2
Aggregate Subbase Relative Compaction	ASTM D 1557 or CA Test 231	8

Aggregate Subbase Max Wet Density	ASTM D 1557 or CA Test 216	8
Aggregate Base Relative Compaction	ASTM D 1557 or CA Test 216	8
Aggregate Base Max Wet Density	ASTM D 1557 or CA Test 216	8
HMA Max Theoretical Density (cores)	CA Test 375	11
HMA In-Place Density & Relative Compaction using Nuclear Gages	ASTM D2950 and CA Test 375	51
Concrete Compressive Strength 3600 psi or greater	ASTM C172, CA Test 540	1
Concrete Compressive Strength Less than 3600 psi	CA Test 540, CA Test 521	1

SELECTION:

Consultant selection will be made on the basis of qualifications. The following evaluation criteria will be used in evaluating and selecting candidates:

- Candidate's specialized experience and technical competence as applicable to the services required.
- Testing laboratory should be accredited by Caltrans.

CONSULTANT'S PROPOSAL:

Proposals shall be labeled:

"Testing Services for Road Infrastructure Improvements"

Proposals shall be submitted to:

Jarod Thiele, Management Analyst
City of Ukiah, Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482-5400

Five (5) copies of the PROPOSAL are required. Proposals must be received prior to 2:00 PM, OCTOBER 10, 2017

Proposals shall include the following:

The proposal should include a brief overview of the specific approach and procedures the firm proposes to complete the tasks described in the Scope of Services. The proposal must be signed by an official authorized to bind the successful firm contractually and shall contain a statement to the effect that the proposal is a firm offer for a minimum period of thirty (30) days after the submittal date. The proposal shall also provide the following: name, title, address, and telephone number of individuals with the authority to negotiate a contract and bind the consultant to the terms of the contract.

Provide a “not to exceed” maximum cost fee proposal for all identified work in the Scope of Services above, including all labor costs for proposed tests. Indicate if travel time, mileage, and per diem will be charged. Indicate all cost differences for required night work. Include any sub-consultant cost. Additionally, please identify miscellaneous costs associated with this proposal. Submit a copy of your firm’s current itemized hourly rate and testing fee schedule. Consultant selection will be made on the basis of qualifications.

In addition, please provide a unit cost for additional tests, if requested by the City during the course of the project

Lead Times

Please provide the minimum amount of time needed to collect material samples for analysis and the quantity of material needed for each sample. It is assumed the Consultant will collect samples for analysis and coordinate with City and Contractor. Also, indicate time for sample to be analyzed for approval/denial.

Qualifications

Describe the qualifications and experience of the firm as related to the project.

References

Provide a list of similar projects for which the firm has completed similar projects with a list of at least three client references associated with these projects. Include client references for any proposed sub-consultants. Provide names of contact person, addresses and telephone numbers for all client references.

Exceptions

Identify any exceptions you are proposing with respect to the Scope of Services. Additionally, if there are any exceptions to the City’s insurance requirements and/or the City’s draft professional services agreement as shown in the attachments, the Consultant should list the exceptions in the proposal.

SPECIAL PROPOSAL REQUIREMENT

Proposal documents shall be produced on recycled paper, when practicable. The proposal front cover shall be labeled in such a way as to identify that the document was produced on recycled paper and the pages of the proposal shall be produced double sided, where feasible.

INSURANCE REQUIREMENTS

The insurance requirements are set forth in Attachment "B".

RIGHT OF REFUSAL

The City reserves the right to reject any and all proposals without qualifications. Proposals will be considered only in their entirety. The City reserves the right to negotiate the specific requirements and costs using the selected proposal as a basis.

QUESTIONS

Questions shall be directed to Jarod Thiele, Management Analyst, City of Ukiah, Department of Public Works, 300 Seminary Avenue, Ukiah, CA 95482-5400, voice phone: (707) 463-6755, fax phone: (707) 463-6204, email (preferred contact method): jthiele@cityofukiah.com

ATTACHMENT "A"

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES [Design Professional]

This Agreement, made and entered into this ____ day of _____, 2016 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and _____, a _____ [sole proprietorship, corporation, partnership, limited partnership, limited liability company, etc] organized and in good standing under the laws of the state of _____, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to _____.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".
- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within _____ from receipt of the Notice to Proceed. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$-----. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B, which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall

complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's

local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO") Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim

administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Consultant's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend from ----- to -----.

4. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit

rating.

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, after notice to Consultant that City has paid the premium, the cost of insurance may be deducted from the compensation otherwise due the contractor under the terms of this Contract.

G. Subcontractors

Consultant shall include all sub-contractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

“Indemnify,” as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Consultant, include their officers, employees, agents, and subcontractors.

7.0 CONTRACT PROVISIONS

- 7.1 Documents and Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.

- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.
- 7.9 Duplicate Originals. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. When so signed, each such document shall be admissible in administrative or judicial proceedings as proof of the terms of the Agreement between the parties.

8.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY OF UKIAH -----
DEPT. OF PUBLIC WORKS -----
300 SEMINARY AVENUE -----
UKIAH, CALIFORNIA 95482-5400

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

CONSULTANT

BY: _____

Date

PRINT NAME: _____

IRS IDN Number

CITY OF UKIAH

BY: _____
SAGE SANGIACOMO
CITY MANAGER

Date

ATTEST

KRISTINE LAWLER
CITY CLERK

Date

ATTACHMENT “B”

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant(s) shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant(s), his agents, representatives, or employees.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office **Commercial General Liability** coverage (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Workers’ Compensation** insurance as required by the State of California and Employer’s Liability Insurance.
- D. **Errors and Omissions liability** insurance appropriate to the consultant’s profession. Architects’ and engineers’ coverage is to be endorsed to include contractual liability.

II. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including **operations, products and completed operations**, as applicable. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Workman’s Compensation Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Errors and Omissions liability: \$1,000,000 per occurrence. If written on a claims-made basis, insurance coverage must cover claims filed within 3 years after contract work completed.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Consultant to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

IV. REQUIRED Insurance Provisions

Proof of **general liability and automobile liability** policies are to contain, or **be endorsed** to contain, the following provisions:

- A. The City, its officers, officials, employees, and volunteers are to be covered as **ADDITIONAL INSURED** with respect to liability arising out of automobiles owned, leased, hired or borrowed by

or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment, furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

B. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

C. For any claims related to this project, the Consultant's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

V. RATING - Acceptability of Insurers

Insurance is to be placed with admitted California insurers with a current A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

VI. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be **on forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

VII. Subcontractors

If Consultant uses subcontractors or sub-consultants, it shall cover them under its policies or require them to separately comply with the insurance requirements set forth in Paragraph 6.1 of Attachment "A"

If you have questions regarding our insurance requirements contact:

Risk Manager

(707) 463-6287 or FAX (707) 463-6204

Revised: 11/20/08



October 10, 2017

ADDENDUM NO. 1

SUBJECT: REQUEST FOR PROPOSALS FOR REDWOOD BUSINESS PARK AND TALMAGE/HIGHWAY 101 MATERIALS AND COMPACTION TESTING SERVICES

To all Prospective Consultants:

Attached herewith is ADDENDUM NO.1 for the subject project.

The proposal due date for this project HAS BEEN EXTENDED TO: **OCTOBER 17, 2017 AT 2:00 PM**

IF YOU SUBMIT A PROPOSAL, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THIS ADDENDUM. IN ADDITION THIS SIGNED ACKNOWLEDGEMENT MUST BE SUBMITTED WITH THE PROPOSAL.

This Addendum is being sent to you in order that this office may be assured all consultants have received the same.

It should be noted it is the responsibility of the consultant to notify all prospective sub-consultants of any and all changes.

Sincerely,

Jarod L. Thiele
Public Works Project Analyst

ACKNOWLEDGEMENT

I hereby acknowledge that I have received this Addendum No. 1 and have reviewed and considered it before submitting my proposal.

Signed: _____

Date: _____



CONSULTING ENGINEERS & GEOLOGISTS, INC.

335 S. Main St. • Willits, CA 95490-3977 • 707/459-4518 • FAX: 707/459-1884 • willitsinfo@shn-engr.com

Reference: 417000.117

October 10, 2017

Mr. Jarod Thiele, Management Analyst
City of Ukiah
Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482-5400

Subject: Proposal to Provide Testing Services for Road Infrastructure Improvements, Specifications No. 17-07 and 17-09

Dear Mr. Thiele:

Thank you for the opportunity for SHN Consulting Engineers & Geologists, Inc. (SHN) to offer this proposal to the City of Ukiah (City) to provide Testing Services for Road Infrastructure Improvements (Project). Following is a brief discussion of SHN's construction materials testing services, qualifications, our project understanding including scope of services, and our proposed fee estimate.

Firm Qualifications

SHN's construction materials testing staff is comprised of civil and geotechnical engineers, certified construction inspectors, and material testers. Our field and laboratory testing technicians are certified by Caltrans, American Concrete Institute (ACI), National Institute for Certification in Engineering Technologies (NICET), International Code Council (ICC) and our laboratory is accredited by Caltrans and the AASHTO Accreditation Program (AAP). Our laboratory and field technicians use state of the art, calibrated testing equipment to provide accurate and timely construction materials compliance analysis. Refer to Attachment A - Technician and Laboratory Certifications.

References

SHN has provided construction materials testing services for the City of Ukiah, Mendocino County, County of Lake, City of Fort Bragg, City of Willits, Frank R. Howard Memorial Hospital, and Mendocino Coast District Hospital among others. Our recent construction materials testing services projects include:

- ❖ North State Street Sewer Main Improvements - City of Ukiah Dept. of Public Works - client contact: Jarod Thiele, 300 Seminary Ave., Ukiah, CA 95482-5400, 707-463-6755
- ❖ City of Ukiah Sewer & Water Replacement - City of Ukiah - client contact: Jarod Thiele, 300 Seminary Ave., Ukiah, CA 95482-5400, 707-463-6755
- ❖ Chestnut Street Corridor Improvements - City of Fort Bragg - client contact: Tom Varga, 416 North Franklin Street, Fort Bragg, CA 707-961-2823

Project Understanding and Scope of Work

Our project understanding and scope of work is based upon a review of the Project plans and specifications and the specific items of work identified in the Request for Proposal (RFP) received on September 27, 2017. Following is a discussion of SHN's approach to providing the specific construction materials testing services outlined in the RFP.



Mr. Jarod Thiele

Testing Services for Road Infrastructure Improvements Project, Spec. No. 17-07, 17-09

October 10, 2017

Page 2

Scheduling and Reporting of Test Results

The RFP indicates a construction start date of late September, 2017, and materials acceptance testing anticipated to start shortly thereafter. SHN will be in direct contact with the City Engineer or GHD representatives for scheduling of any field sampling and/or testing activities, with a minimum notice of twenty four hours. Results of compaction tests will be provided to our client representative in the field immediately upon completion of testing, followed by a written test report updated on a weekly basis. Results of all laboratory testing will be reported in writing within a 48 hour period from the time the testing is completed.

Compaction Testing (17-07 & 17-09)

Based on the anticipated amount of individual compaction tests requested in the RFP, the cumulative total length of proposed roadway improvements, and the amount of work days anticipated, we estimate an average of one to four compaction tests per day on sub-grade and aggregate base materials, with testing frequencies determined by the project inspector. We propose to provide 2 hours or less of on-site compaction testing services for each site visit. All test locations can be selected for relative compaction on a random basis at the discretion of the project inspector. All soils compaction testing will be performed in accordance with Caltrans Test 216/231 (Relative Compaction). Subsequent asphalt paving will be tested in accordance with Caltrans test method CT 375/309 (nuclear method using maximum density). We propose to perform the asphalt pavement compaction testing on a continuous basis when the anticipated total daily quantity of asphalt is at least 300 tons or greater. For HMA compaction testing, we propose to provide 4 hours or more of on-site compaction testing services for each site visit during paving operations.

Materials Testing

The testing technician will collect construction materials samples as required in the Project specifications and transport them to our Caltrans-certified Willits laboratory for testing and analysis, see Attachment B. The scope of services for materials testing requested in the RFP for both 17-07 & 17-09 includes compaction curves (CT 216) on subgrade and aggregate base materials, HMA Maximum Theoretical Specific Gravity (CT 309), HMA core density (CT 308), and concrete samples tested for compressive strength (CT 521). Sampling events will be coordinated with the City of Ukiah Inspector/GHD and/or the contractor's representative.

Proposed Fee

We understand that the Project is projected to have a construction period of 120 and 100 working days. Because construction projects often proceed on a schedule that is unforeseeable, we have estimated our costs based upon an assumption that our scope of services will be completed in 22 nonconsecutive working days for Redwood Business Park (17-09) and 21 nonconsecutive working days for Talmage Road Interchange (17-07). Our estimated fees are based on first shift hourly rates, plus travel expenses, for the number of working days anticipated for our scope of work on the Project. SHN does not have minimum time charges per site visit and we will invoice the City only for time spent performing the required services. Where possible, we will combine multiple tasks into one trip to reduce testing and inspection costs for the project.

We propose to provide the required services on accrued time and expenses as set forth below and the final cost will not exceed \$26,896 for 17-09 and \$19,015 for 17-07. Additional testing, if required, will be billed at the following daily rates. This proposal is to be considered a firm offer for a minimum period of thirty (30) days after the submittal date.



Mr. Jarod Thiele

Testing Services for Road Infrastructure Improvements Project, Spec. No. 17-07, 17-09

October 10, 2017

Page 3

17-09 Redwood Business Park Cost Estimate		
Task	Staff	Cost
Daily Construction Testing (On-site hourly charges per site visit on 22 working days) <i>Assumes 68 hours</i>	Materials Testing Technician \$122/hour-prevailing wage	\$ 8,296
Travel <i>Assumes 22 round trips from Willits to Ukiah (1 hour travel time and mileage charges)</i>	Technician - \$100/hour Mileage Rate - \$.80/mile	3,080
Materials Testing <i>Compaction testing of subgrade, aggregate base, and AC paving for roadways. Estimate includes nuclear gauge, compaction curves, concrete compressive strength tests, HMA Cores, and HMA Maximum Theoretical Density tests</i>		13,520
Project Management: Scheduling & Reporting <i>Assumes 20 hours</i>	Project Manager - \$100/hour	2,000
Total Not To Exceed		\$26,896

17-07 Talmage Road Interchange Cost Estimate		
Task	Staff	Cost
Daily Construction Testing (On-site hourly charges per site visit on 21 working days) <i>Assumes 60 hours</i>	Materials Testing Technician \$122/hour-prevailing wage	7,320
Travel <i>Assumes 21 round trips from Willits to Ukiah (1 hour travel time and mileage charges)</i>	Technician - \$100/hour Mileage Rate - \$.80/mile	2,940
Materials Testing <i>Compaction testing of structure backfill, subgrade, subbase, aggregate base, and AC paving for roadways. Estimate includes nuclear gauge, compaction curves, concrete compressive strength tests, HMA Cores, and HMA Maximum Theoretical Density tests</i>		7,755
Project Management: Scheduling & Reporting <i>Assumes 10 hours</i>	Project Manager - \$100/ hour	1,000
Total Not To Exceed		\$19,015



Mr. Jarod Thiele

Testing Services for Road Infrastructure Improvements Project, Spec. No. 17-07, 17-09

October 10, 2017

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SHN has a proven track record of working successfully with the City of Ukiah. SHN appreciates the opportunity to provide these services for the City and we look forward to assisting you with the completion of the Project. Should you have any questions or need additional information please do not hesitate to call.

Again, thank you for this opportunity to be of service.

Sincerely,

SHN Consulting Engineers & Geologists, Inc.



Thomas M. Herman
Regional Manager

Attachments: Attachment A - Technician and Laboratory Certifications
Attachment B - 2017 SHN Schedule of Charges



A

Technician and Laboratory Certifications

CALTRANS QUALIFIED LABORATORY INSPECTION REPORT

Form TL-0113

Expiration date: 04/05/2018

Inspection by: Loren T. Lee

IA No.: 099

Phone: 707-445-6374

File: Materials Category 500

Laboratory: SHN Consulting Engineers & Geologists Inc.

Address: 335 South Main Street

City: Willits

State: CA

Zip: 95490

Lab QC Mgr.: Stephen James

e-mail: sjames@shn-engr.com

Telephone: 707-459-4518

Fax #: 707-459-1884

A certified Independent Assurance (IA) visited this laboratory on (Date) 04/05/2017

Only the equipment to be used on Caltrans construction projects and/ or local construction projects on the National Highway System was checked for qualification.

At the time of Caltrans Qualification, this laboratory had all necessary equipment to perform the test methods indicated below. Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certificate of proficiency Form TL-0111 prior to performing any sampling or testing.

125	202	205	206	216	217
226	227	229	231	308	309
370	375	379	382	504	518
521	533	539	540	556	557

A visual check was performed and documents provided as necessary for the following items:

- X Facility Safety Manual
- X Laboratory Procedures Manual
- X Laboratory Quality Control Manual
- X Proper test equipment
- X Copies of current applicable test procedures
- X Calibration and service documentation
- X Calibration stickers affixed to test equipment (dated within the 12 months)

On 04/05/2017 this laboratory was *Caltrans Qualified* by:

Loren T. Lee



CALIFORNIA DEPARTMENT OF TRANSPORTATION



Presents this

CERTIFICATE OF PROFICIENCY

to

STEVE PECKHAM

SHN

who is qualified to perform the following tests:

Expiration DateTest Method

NEVER	.....	☒ CTM 105 – CALCULATIONS
03/16/18	.....	☒ CTM 125 – SAMPLING MATERIALS
03/16/18	.....	☒ CTM 201 – SAMPLE PREPARATION
03/16/18	.....	☒ CTM 202 – SIEVE ANALYSIS
	.....	☐ CTM 205 – % CRUSHED PARTICLES
	.....	☐ CTM 206 – S.G. & ABSORPTION C. AGG
03/16/18	.....	☒ CTM 216 – RELATIVE COMPACTION (SOILS)
03/16/18	.....	☒ CTM 217 – SAND EQUIVALENT
03/16/18	.....	☒ CTM 226 – MOISTURE CONTENT
	.....	☐ CTM 227 – CLEANNESS OF COARSE AGGREGATE
	.....	☐ CTM 229 – DURABILITY
03/16/18	.....	☒ CTM 231 – RELATIVE COMPACTION (NUCLEAR)
	.....	☐ CTM 308 – BULK S.G. OF HMA
	.....	☐ CTM 370 – MOISTURE CONTENT (MICROWAVE)
03/16/18	.....	☒ CTM 375 – AC COMPACTION (NUCLEAR)
	.....	☐ CTM 379 – PERCENT ASPHALT (NUCLEAR)
03/16/18	.....	☒ CTM 504 – PCC AIR CONTENT
03/16/18	.....	☒ CTM 518 – PCC UNIT WEIGHT
03/16/18	.....	☒ CTM 521 – PCC COMPRESSIVE STRENGTH
03/16/18	.....	☒ CTM 533 – PCC BALL PENETRATION
03/16/18	.....	☒ CTM 539 – PCC SAMPLING
03/16/18	.....	☒ CTM 540 – PCC TEST SPECIMENS
03/16/18	.....	☒ CTM 556 – PCC SLUMP CONE
03/16/18	.....	☒ CTM 557 – PCC TEMP

Loren T. Lee Certified Independent Assurance (IA) 099

Date Issued 03/16/2016 Note:

This certificate is valid as long as the Tester
complies with applicable requirements in Caltrans'
Independent Assurance Program Manual.

CALIFORNIA DEPARTMENT OF TRANSPORTATION



Presents this

CERTIFICATE OF PROFICIENCY

to

STEPHEN JAMES

SHN

who is qualified to perform the following tests:

Expiration DateTest Method

NEVER	☒ CTM 105 - CALCULATIONS
03/16/18	☒ CTM 125 - SAMPLING MATERIALS
03/16/18.....	☒ CTM 201 - SAMPLE PREPARATION
03/16/18.....	☒ CTM 202 - SIEVE ANALYSIS
03/16/18.....	☒ CTM 205 - % CRUSHED PARTICLES
03/16/18... ..	☒ CTM 206 - S.G. & ABSORPTION C. AGG
03/16/18.....	☒ CTM 216 - RELATIVE COMPACTION (SOILS)
03/16/18.....	☒ CTM 217 - SAND EQUIVALENT
03/16/18... ..	☒ CTM 226 - MOISTURE CONTENT
03/16/18	☒ CTM 227 - CLEANNESS OF COARSE AGGREGATE
03/16/18	☒ CTM 229 - DURABILITY
03/16/18.....	☒ CTM 231 - RELATIVE COMPACTION (NUCLEAR)
03/16/18.....	☒ CTM 308 - BULK S.G. OF HMA
03/16/18.....	☒ CTM 309 - RICE S.G. OF HMA
03/16/18... ..	☒ CTM 370 - MOISTURE CONTENT (MICROWAVE)
03/16/18... ..	☒ CTM 375 - AC COMPACTION (NUCLEAR)
03/16/18... ..	☒ CTM 379 - PERCENT ASPHALT (NUCLEAR)
03/16/18.....	☒ CTM 382 - PERCENT ASPHALT (IGNITION)
03/16/18.....	☒ CTM 504 - PCC AIR CONTENT
03/16/18... ..	☒ CTM 518 - PCC UNIT WEIGHT
03/16/18... ..	☒ CTM 521 - PCC COMPRESSIVE STRENGTH
03/16/18... ..	☒ CTM 382 - PERCENT ASPHALT (IGNITION)
03/16/18	☒ CTM 533 - PCC BALL PENETRATION
03/16/18... ..	☒ CTM 382 - PERCENT ASPHALT (IGNITION)
03/16/18... ..	☒ CTM 382 - PERCENT ASPHALT (IGNITION)
03/16/18.....	☒ CTM 539 - PCC SAMPLING
03/16/18	☒ CTM 540 - PCC TEST SPECIMENS
03/16/18.....	☒ CTM 556 - PCC SLUMP CONE
03/16/18.....	☒ CTM 557 - PCC TEMP

Loren T. Lee

Certified Independent Assurance (IA) 099

Date Issued 03/16/2016 Note:

This certificate is valid as long as the Tester
complies with applicable requirements in Caltrans' Independent Assurance Program Manual.

B

SHN Schedule of Charges

SHV Consulting Engineers & Geologists, Inc.

812 W. Wabash Ave., Eureka, CA • 707-441-8855 • FAX: 707-441-8877

COMPACTION TESTING

62	Nuclear Density Testing	\$25/hour*
88	Compaction Curve	\$200/test
92	Compaction Curve Check Point	\$75/test

AGGREGATE TESTING

71	Coarse Sieve Analysis	\$50/test
73	Fine Sieve Analysis	\$60/test
72	Specific Gravity Coarse Aggregate	\$45/test
65	Specific Gravity Fine Aggregate	\$45/test
90	Cleanliness Value	\$75/test
91	Durability, Coarse	\$75/test
93	Durability, Fine	\$75/test
96	Sand Equivalent	\$50/test
98	% Crushed Particles	\$125/test
179	Unit Weight of Aggregate	\$50/test
159	LA Rattler (Abrasion Resistance)	\$200/test
84	Sulfate Soundness	\$80/cycle
64	Friable Particles	\$80/test
104	Unconfined Compression of Rock Cores	\$50/test
245	Fine Aggregate Angularity	\$50/test
248	Sand Cone Density Test	\$75/test
331	Flat and Elongated Particles	\$125/test

CONCRETE MATERIALS TESTING

132	Concrete Compressive Strength*ASTM C-39	\$25/unit**
148	Concrete % Entrained Air	\$10/test*
182	Concrete Linear Shrinkage (3 bars)	\$200/test
103	Compression of Drilled Cores	\$25/test
107	Sample Prep for Sawing Rocks/Concrete Cores	\$30/unit
223	Unit Weight of Lightweight Concrete	\$50/unit*
167	Concrete Floor Moisture Emission	\$25/location*
219	Concrete Strength Rebound Hammer	\$25/day
220	Disposable Concrete Molds	\$2/each
227	Dry Density of Hardened Concrete	\$255/test

ASPHALT TESTING

229	HMA Job Mix Formula, Hveem Method	Upon request
163	Rice Specific Gravity	\$75/test
70	Bulk Specific Gravity of Compacted Mix	\$30/test
97	Asphalt Content by Nuclear Methods	\$75/test
95	Calibration of Asphalt Content Gauge	\$200/each
243	Laboratory Mixing of HMA Samples	\$75/each
85	Laboratory Compacting of HMA Samples	\$50/each
230	Stabilometer of Premixed AC	\$75/each
231	Swell Test	\$100/test
246	Ignition Oven Calibration	\$350/each
247	Asphalt Content by Ignition Oven	\$125/each
252	Ignition Oven Cal Factor for Grading	\$200/each

SOILS TESTING

67	Leachfield Textural Suitability (USDA)	\$60/test
70	Bulk Density	\$30/test
69	Particle Size Analysis	\$115/test
74	Moisture - Density	\$30/test
79	Moisture Content	\$20/test
75	Sieve Analysis (passing 200)	\$45/test
86	Consolidation	\$300/test
77	Percent Organics	\$50/test
76	Liquid Limit	\$100/test

2017 LABORATORY BILLING SCHEDULE

SOILS TESTING (Continued)

78	Plastic Limit	\$50/test
80	Plastic Index	\$150/test
82	Unconfined Compressive Strength	\$65/test
183	Swell Test	\$55/point
176	Expansion Index	\$175/test
166	R-Value	\$300/test

DIRECT SHEAR

156	Consolidated Drained (CD)	\$145/point
157	Unconsolidated Undrained (UU)	\$115/point
158	Consolidated Undrained (CU)	\$130/point
162	Additional Cycles	\$65/each

TRIAxIAL COMPRESSION

321	TXUU (Unconsolidated Undrained)	\$115/point
322	TXCU (Consolidated Undrained)	\$385/point
323	TXCD (Consolidated Drained)	\$500/point
325	TXCU -3 stage	\$810/point
326	TXCD-3 stage	\$860/point

MASONRY TESTING

150	Masonry Block Compressive Strength	\$65/unit
151	Masonry Block Absorption & Moisture	\$50/unit
152	Masonry Block Linear Shrinkage	\$85/unit
153	Masonry Block Prism Compressive Strength	\$125/unit
181	Masonry Block Freeze-Thaw	\$250/test
221	Masonry Core Shear Testing	\$50/unit
226	Grout Compressive Strength	\$40/each

STRUCTURAL STEEL/WELDING SERVICES

174	Torque Wrench for Bolts (0-250 ft-lbs)	\$25/day*
174A	Torque Wrench for Bolts (250-1,000 ft-lbs)	\$50/day
175	Skidmore-Wilhelm Bolt Tension Calibrator	\$50/day
44	Ultrasonic Weld Flaw Detection	\$20/hour
210	Magnetic Particle Testing	\$15/hour*
211	Ultrasonic Thickness Testing of Materials	\$100/day*

OTHER SERVICES

133	Fireproofing Density	\$50/test
142	Tension Testing (load cell/hydraulic ram)	\$80/day*
172	Core Drilling Machine	\$75/day*
173	Diamond Bit Core Barrel	\$3/inch
109	Rebar Locating Device	\$40/day*

NOTES

1. Soils described by Unified Soil Classification System (USCS; ASTM D-2487) unless otherwise noted.
 2. Not all tests listed.
- * Plus certified field technician (\$75-\$100/hr) and \$0.80/mile door to door.
- ** If concrete or core is sampled and delivered to lab by an outside contractor add \$5/unit for specimen processing and curing per ASTM C-31.





AGENDA SUMMARY REPORT

SUBJECT: Possible Adoption of Ordinance of the City Council of the City of Ukiah Amending Various Sections of the Ukiah City Code Regulating Medical Marijuana Dispensaries.

DEPARTMENT: Community Development

PREPARED BY: Darcy Vaughn

ATTACHMENTS:

[Attachment 1 - Ordinance 1176](#)

[Attachment 2 - Proposed Amendment to the Medical Marijuana Dispensaries Ordinance](#)

Summary: The City Council will possibly adopt a proposed clean-up amendment to the Medical Marijuana Dispensary Ordinance to comply with recent State law.

Background: On October 18, 2017, the City Council conducted a public hearing and voted (5-0) to introduce a proposed amendment ("Amendment") to the Medical Marijuana Dispensary Ordinance (Attachment #1) to comply with the Medicinal and Adult-Use of Cannabis Regulation and Safety Act ("MAUCRSA"), to resolve a number of internal inconsistencies, and to respond to concerns of City departments involved in the process of reviewing applications for Dispensary Use Permits.

Discussion: The proposed Amendment to the Medical Marijuana Dispensaries Ordinance (Attachment #2) amends and corrects references to California law repealed by the MAUCRSA. In addition, the proposed Amendment updates a number of operational or permit review requirements that were either updated by the

RECOMMENDED ACTION: Adopt the Ordinance of the City Council of the City of Ukiah amending various sections of the Ukiah City Code regulating Medical Marijuana Dispensaries.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

MAUCRSA or determined to be unclear or internally consistent. Specifically, the proposed amendment states (1) that the parking requirements for a medical office as set forth in UCC § 9198(F)(1) will not apply to a dispensary that makes deliveries only and does not allow on-site patient visits and (2) that, consistent with State law and the review criteria for renewal of a Dispensary Use Permit, an expunged felony conviction or a prior conviction for a cannabis-related criminal offense shall not be the sole reason for denial of an initial application for a Permit. Finally, at the request of the Ukiah Police Department, staff has added the requirement that a Dispensary operating within the City must provide to the UPD a digital copy of the security video maintained by the Dispensary in the event of a crime committed at the Dispensary or within range of the Dispensary's security cameras.

The current version reflects a wide array of community, Planning Commission, City staff, Marijuana Ad Hoc, and Council input. The Ordinance is now ready for consideration for adoption.

ORDINANCE NO. 1176**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING CHAPTER 8 IN DIVISION 6; TABLE 3 IN SECTION 9223.1 OF ARTICLE 18, CHAPTER 2 IN DIVISION 9; AND SECTION 9254 IN ARTICLE 19, CHAPTER 2 IN DIVISION 9 OF THE UKIAH CITY CODE, ENTITLED "MEDICAL MARIJUANA DISPENSARIES"**

The City Council of the City of Ukiah hereby ordains as follows.

SECTION 1

Chapter 8 in Division 6 of the Ukiah City Code is hereby amended to read as follows:

§ 5700 FINDINGS AND PURPOSE

The City Council adopts the ordinance codified in this Chapter based upon the following findings:

(A) In 1970, Congress enacted the Controlled Substances Act ("CSA") which, among other things, makes it illegal to import, manufacture, distribute, possess or use marijuana in the United States.

(B) In 1996, the voters of the state of California approved Proposition 215, or the Compassionate Use Act of 1996, codified at Health and Safety Code §11362.5 *et seq.* (the "Act").

(C) The Act creates a limited exception from criminal liability for seriously ill persons who are in need of medical marijuana for specified medical purposes and who obtain and use medical marijuana under limited, specified circumstances.

(D) On January 1, 2004, SB 420 went into effect. SB 420, codified as Health and Safety Code §§ 11362.7 – 11362.83 and known as the "Medical Marijuana Program" ("MMP") was enacted by the state legislature to clarify the scope of the act and to allow cities and other governing bodies to adopt and enforce rules and regulations consistent with SB 420.

(E) After the enactment of the MMP and in response to the MMP's explicit reservation of local authority to regulate medical marijuana cultivation and distribution, the City Council took legislative notice of the fact that California cities and counties that had permitted the establishment of medical marijuana dispensaries had experienced serious adverse impacts associated with and resulting from such dispensaries, including an increase in crime, including burglaries, robberies, violence, illegal sales of marijuana, use of marijuana by minors and other persons without medical need in the areas immediately surrounding such medical marijuana dispensaries; and malodorous smells, indoor fire hazards, mold, fungus, and pests caused by indoor cultivation at dispensaries.

(F) To address these potential adverse impacts, in 2007, the City Council enacted Ordinance 1095, §1 ("Medical Marijuana Dispensaries Ordinance"), which prohibited and declared a public nuisance medical marijuana dispensaries in the City of Ukiah.

(G) The 2007 Medical Marijuana Dispensaries Ordinance also states that the City Council's intention is to prohibit the operation and location of dispensaries in the City "until such time as their legality is clearly established and a proposal can be developed that would satisfy the city council that the facility could operate without causing [serious adverse impacts]".

(H) On October 9, 2015, the Governor signed into law AB 266, AB 243, and SB 643, which together comprise the Medical Marijuana Regulation & Safety Act ("MMRSA"). The MMRSA, which went into effect on January 1, 2016, created a statewide regulatory structure for the medical marijuana industry that also allows local governments to regulate the operation of marijuana businesses within their jurisdiction, pursuant to local ordinances. Specifically, the MMRSA allows the City of Ukiah to issue permits or licenses to operate marijuana businesses or prohibit their operation, to regulate or expressly prohibit the delivery of medical marijuana within its boundaries, and to regulate or expressly prohibit the cultivation of marijuana within its boundaries. Pursuant to the MMRSA, if the City opts not to expressly prohibit or regulate the cultivation, processing, delivery, and/or dispensing of medical marijuana, the State will be the sole licensing authority for these activities in the City.

(I) To protect the public health, safety, and welfare, it is the desire of the City Council to modify the City Code consistent with the MMP and the MMRSA, regarding the location and operation of medical marijuana dispensaries, delivery of medical marijuana within the boundaries of the City, and cultivation of medical marijuana within the boundaries of the City.

(J) There have been a number of marijuana dispensing-related incidents in California, some including acts of violence committed by persons without a legitimate medical need to use marijuana.

(K) The City Council finds that medical marijuana dispensing which exceeds the limitations set forth in these regulations will likely result in an unreasonable risk of crime and other adverse impacts and will likely create offensive odors to persons living nearby.

(L) It is the City Council's intention that nothing in this Chapter shall be construed to (1) allow persons to engage in conduct that endangers others or causes a public nuisance; (2) allow the use of marijuana for non-medical purposes; or (3) allow any activity relating to the distribution or consumption of marijuana that is otherwise illegal.

(M) Pursuant to California Health and Safety Code § 11362.71 *et seq.*, the State Department of Health through the state's counties, is to be responsible for establishing and maintaining a voluntary medical marijuana identification card program for qualified patients and primary caregivers.

(N) Health and Safety Code § 11362.71(b) requires every county health department, or its designee, to implement a procedure to accept and process applications from those seeking to join the identification program in the manner set forth in § 11362.71 *et seq.*

(O) This Chapter is compatible with the general objectives of the general plan, in that a Medical Marijuana Dispensary use will be conditionally permitted in commercial and industrial districts, being similar to other permitted and conditionally permitted uses, such as pharmacies and medical clinics, and in that the use will be subject to strict review and conditions.

(P) This Chapter will not be detrimental to the public health, safety and general welfare or adversely affect the orderly development of property, because the uses permitted under this Chapter will be subject to careful review, limited in scope and location, and subject to strict operating requirements, avoiding or limiting potential negative effects.

(Q) It is the purpose and intent of this Chapter to regulate medical marijuana dispensaries in order to promote the health, safety, morals, and general welfare of residents and businesses within the City.

§ 5701 INTERPRETATION AND APPLICABILITY.

(A) This Chapter is not intended to create a positive conflict with the CSA, but rather to implement the MMRSA and related state laws.

(B) Nothing in this Chapter is intended, nor shall it be construed, to exempt any marijuana-related activity from any and all applicable local and state construction, electrical, plumbing, land use, or any other building, fire, or land use standards or permitting requirements.

(C) Nothing in this Chapter is intended, nor shall it be construed, to make legal any cultivation, transportation, sale, or other use of marijuana that is otherwise prohibited under California law.

(D) All processing and distribution of medical marijuana within City limits shall be subject to the provisions of this Chapter, even if the processing, distribution, or cultivation existed or occurred prior to adoption of this Chapter.

(E) Nothing in this Chapter is intended, nor shall it be construed, to allow or permit any "commercial cannabis activity," as defined in Business and Professions Code § 19300.5(j), or any commercial or non-commercial activity involving marijuana use for recreational or other non-medical purposes that is not otherwise authorized in the Ukiah City Code.

§ 5702 DEFINITIONS.

For the purpose of this Chapter, the following words and phrases shall have the following meaning:

(A) "Accessory building" shall have the same meaning as set forth in City Code § 9278.

(B) "Applicant" means a person who is required to file an application for a permit under this Chapter, including an individual owner, managing partner, officer of a corporation, or any other operator, manager, employee, or agent of a Dispensary.

(C) "City" means the City of Ukiah.

(D) "Delivery" shall have the same definition as set forth in California Business and Professions Code § 19300.5, and as it may be amended.

(E) "Dispensary Use Permit" means a permit required to operate a Medical Marijuana Dispensary within the City and that is issued pursuant to this Chapter.

(F) "Drug paraphernalia" or "paraphernalia" shall have the same definition as set forth in City Code § 6071.

(G) "Identification card" shall have the same definition as in California Health and Safety Code § 11362.7, and as it may be amended.

(H) "Medical Marijuana Dispensary" or "Dispensary" means a "Dispensary" as defined in California Business and Professions Code § 19300.5, as it now reads or may be amended in the future.

(I) "On-Site" means an activity or accessory use that is related to the primary use – i.e. lawful, retail distribution of medical marijuana – and is located on the same legal parcel as the primary use.

(J) "Permittee" means the person to whom a Dispensary Use Permit is issued.

(K) "Person" means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability company or combination of the above in whatever form or character.

(L) "Person with an identification card" shall have the same definition as set forth in California Health and Safety Code § 11362.7, and as it may be amended.

(M) "Physician" means a licensed medical doctor (M.D.) or a doctor of osteopathic medicine (D.O.).

(N) "Primary caregiver" shall have the same definition as set forth in California Health and Safety Code § 11362.7, and as it may be amended.

(O) "Qualified patient" shall have the same definition as set forth California Health and Safety Code § 11362.7, and as it may be amended.

(P) "School" means an institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code. This definition includes an elementary school, middle or junior high school, senior high school, or any special institution of education, but it does not include a vocational or professional institution of higher education, including any other college or university.

(Q) "Use Permit" shall have the same definition as set forth in City Code § 9261 and as it may be amended.

(R) "Youth-oriented facility" means a public park, church, museum, library, or licensed daycare facility.

(S) "Zoning Administrator" means the Zoning Administrator of the City of Ukiah or the authorized representative thereof.

§ 5703 DISPENSARY USE PERMIT REQUIRED TO OPERATE.

(A) It is unlawful for any person to engage in, conduct or carry on, or to permit to be engaged in, conducted or carried on, in or upon any premises in the City the operation of a Medical Marijuana Dispensary unless the person first obtains and continues to maintain in full force and effect a Dispensary Use Permit from the City as required in this Chapter.

(B) After January 1, 2018, or such time when State implementing regulations are in effect for the MMRSA, whichever is earlier, it shall be unlawful to operate any business or conduct any activity in the City for which a State license is required under the MMRSA without also having a valid State license pursuant to the MMRSA. Prior to implementation of the State license program pursuant to MMRSA, any operation of a Dispensary, cultivation of medical marijuana, or delivery of medical marijuana permitted by the City shall be conducted in accordance with this Chapter, the City's Zoning and Land Use Ordinances, and all laws pertaining to the equivalent license classification under the MMRSA.

(C) The grant of a Dispensary Use Permit by the City shall not create an entitlement or vested right in the permittee to any permit or license to operate any commercial, non-medical marijuana businesses or conduct any commercial, non-medical marijuana activities within the City.

§ 5704 TERM OF PERMITS AND RENEWALS REQUIRED.

(A) Dispensary Use Permits issued under this Chapter shall expire one year following the date of their issuance which date shall appear on the face of the permit.

(B) Dispensary Use Permits may be renewed by the Zoning Administrator for additional one-year periods upon application by the permittee, unless the permit is suspended or revoked in accordance with the provisions of this Chapter.

(C) Applications for renewal shall be made at least 45 days before the expiration date of the permit and shall be accompanied by the nonrefundable application fee referenced in Section 5706 and all information necessary for the Zoning Administrator to evaluate the renewal request in light of the criteria listed in (F) below. In acting on an application for renewal the Zoning Administrator shall follow the procedures set forth in Section 5711(B) and (C), except that all references therein to the Planning Commission shall be deemed to refer to the Zoning Administrator. Upon timely application to renew a permit, the permit being renewed shall remain in effect until final action is taken to grant or deny the renewal application.

(D) Applications for renewal made less than 45 days before the expiration date shall be processed in the same manner as a timely renewal application but shall not stay the expiration date of the permit.

(E) Renewal applications shall be subject to duly noticed public hearings in accordance to the procedures set forth for minor use permit applications in Section 9262 of Division 9, Chapter 2, Article 20 of the City Code.

(F) In determining whether to renew a Dispensary Use Permit, the Zoning Administrator will consider the following non-exclusive criteria, in addition to those criteria set forth in this Chapter at Section 5710:

(1) Whether the Dispensary operated by the permittee has generated an excessive number of calls for police service compared to similarly situated businesses of the same size as the Dispensary.

(2) Whether there have been excessive secondary criminal or public nuisance impacts in the surrounding area or neighborhood, including, but not limited to, disturbances of the peace, illegal drug activity, marijuana use in public, harassment of passersby, littering, loitering, illegal parking, loud noises, or lewd conduct.

(3) Whether the Dispensary operated by the permittee has a history of inadequate safeguards or procedures that show it is likely that it will not comply with the operating requirements and standards in this Chapter.

(4) Whether the Dispensary has failed to pay fees, penalties, or taxes required by this Code or has failed to comply with the production of records or other reporting requirements of this Chapter.

(5) Whether it appears that the permittee has, in its renewal application, provided a false statement of material fact or has knowingly omitted a material fact.

(6) Whether the renewal applicant or one or more of its officers, employees, partners, managers or members with management responsibilities ("Managers") has been convicted of a felony, or has engaged in misconduct that is substantially related to the qualifications, functions or duties of a Dispensary operator. A conviction within the

meaning of this Chapter means a plea or verdict of guilty, or a conviction following a plea of nolo contendere. Notwithstanding the above, an application shall not be denied solely on the basis that the applicant or any Manager has been convicted of a felony, if the person convicted has obtained a certificate of rehabilitation (expungement of felony record) under California law or under a similar federal statute or state law where the expungement was granted.

(7) Whether the renewal applicant or Dispensary has previously or is currently engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.

(G) The Zoning Administrator shall make findings of fact and either grant, grant conditionally, or deny the application for renewal of a Dispensary Use Permit. An applicant aggrieved by the Zoning Administrator's decision to issue or to deny a Dispensary Use Permit renewal may appeal such decision to the Planning Commission by filing an appeal. All determinations of the Zoning Administrator regarding Dispensary Use Permit renewals shall be final unless a written appeal, stating the reasons for the appeal, and the appeal fee, if any, as established by resolution of the City Council from time to time, are filed with the Planning Department within ten (10) days of the date the decision was made. The appeal fee will be in addition to the nonrefundable renewal application fee. Appeals may be filed by an applicant.

The Planning Commission shall conduct a duly noticed public hearing on the appeal in accordance to the applicable procedures as set forth in Section 9266 of Division 9, Chapter 2, Article 20 of the City Code, except that all references therein to the City Council shall be deemed to refer to the Planning Commission. At the close of the public hearing, the Planning Commission may affirm, reverse, or modify the appealed decision of the Zoning Administrator. All Planning Commission decisions on appeals of the Zoning Administrator's decision with regard to an application for a Dispensary Use Permit renewal are final for the City.

§ 5705 GENERAL TAX LIABILITY.

As a prerequisite to obtaining a permit pursuant to the terms hereof, an operator of a Dispensary shall also be required to apply for and obtain a Business License or exemption from the City of Ukiah and obtain a seller's permit or exemption from the State Board of Equalization pursuant to Division 2, Part 2, Chapter 2, Article 2 of the Cal. Revenue and Taxation Code, commencing with Section 6066e. Dispensary sales shall be subject to sales tax consistent with State law.

§ 5706 IMPOSITION OF FEES.

Every application for a Dispensary Use Permit or renewal shall be accompanied by an application fee, as established by resolution of the City Council from time to time. This application or renewal fee shall not include fingerprinting, photographing, and background check costs and shall be in addition to any other business license fee or permit fee imposed by this Code or other governmental agencies. Fingerprinting, photographing, and background check fees will be as established by resolution adopted by the City Council from time to time.

§ 5707 LIMITATION ON LOCATION OF DISPENSARIES.

(A) A Dispensary may only be located within the C1, C2, CN, M, and PD (Commercial) zoning districts and in the GU, UC, and DC downtown zoning districts as designated in the General Plan, Zoning Map.

(B) A Dispensary shall be in a visible location that provides good views of the Dispensary entrance, windows and premises from a public street.

(C) A Dispensary shall not be allowed in the following areas at the time of its permitted establishment:

(1) Within 600 feet of a School, with that distance measured as the horizontal distance in a straight line from the property line of the School to the closest property line of the lot on which the Dispensary is to be located without regard to intervening structures, pursuant to California Health and Safety Code § 11362.768; or

(2) Within 250 feet of a Youth-oriented facility other than a School, or another Dispensary, with that distance measured by street frontage from the property line of the Youth-oriented facility to the closest property line of the lot on which the Dispensary is to be located, and not radial distance; or

(3) Abutting, on any side of the parcel upon which the Dispensary is located, a parcel occupied by a Youth-oriented facility, a School, or another Dispensary; or

(4) Within any residential zoned parcel or primary land use, or any property with an underlying residential or mobile homes general plan land use designation.

(5) On a parcel having a residential unit, or on a parcel directly abutting a residentially-zoned property, unless there are intervening non-residential uses between the Dispensary and the residential unit or the residentially-zoned property that the Planning Commission or, on appeal, the City Council determines sufficient to provide an appropriate separation.

(D) A waiver of the provisions in subsections (C)(2)-(5) of this Section may be granted if the applicant demonstrates on plans and materials presented for review and the Planning Commission determines that a physical barrier or other condition exists which achieves the same purpose and intent as the distance separation requirements established herein, and that, as a result, the Planning Commission makes a finding of no adverse impact resulting from the proposed location of the Dispensary.

§ 5708 OPERATING REQUIREMENTS.

Dispensary operations shall be established and managed only in compliance with the following standards:

(A) Criminal History. Any applicant, his or her agent or employees, volunteer workers, or any person exercising managerial authority of a Dispensary on behalf of the applicant shall not have been convicted of any of the felony offenses enumerated in Health and Safety Code § 19323(b)(5), or of a felony or misdemeanor involving moral turpitude, or on probation for a drug offense, or engaged in misconduct related to the qualifications, functions or duties of a permittee.

(B) Minors.

(1) It is unlawful for any permittee, operator, or other person in charge of any Dispensary to employ any person who is not at least 21 years of age.

(2) Persons under the age of 18 shall not be allowed on the premises of a Dispensary unless they are a qualified patient or a primary caregiver, and they are in the presence of their parent or guardian.

(3) The entrance to a Dispensary shall be clearly and legibly posted with a notice indicating that persons under the age of 18 are precluded from entering the premises unless they are a qualified patient or a primary caregiver, and they are in the presence of their parent or guardian.

(4) The burden of proof is on the Dispensary personnel to establish compliance with this subsection (B) by clear and convincing evidence.

(C) Dispensary Access.

(1) The entrance into the Dispensary building shall be locked at all times with entry strictly controlled; e.g., a buzz-in electronic/mechanical entry system with a vestibule is highly encouraged. A viewer shall be installed in the door that allows maximum angle of view of the exterior entrance.

(2) Dispensary personnel shall monitor site activity, control loitering and site access.

(3) Only Dispensary staff, primary caregivers, qualified patients and persons with bona fide purposes for visiting the site shall be allowed on the premises at a Dispensary.

(4) Potential patients or caregivers shall not visit a Dispensary without first having obtained a valid written recommendation from their physician recommending use of medical marijuana.

(5) Only a primary caregiver and qualified patient shall be in the designated dispensing area with Dispensary personnel. All other authorized visitors shall remain in the designated waiting area in the front entrance/lobby.

(6) Restrooms shall remain locked and under the control of management.

(D) Dispensing Operations.

(1) The Dispensary may possess no more dried marijuana or plants per qualified patient or caregiver than permitted in strict accordance with California Health and Safety Code § 11362.77 and any other applicable State law, and as amended.

(2) A Dispensary shall only dispense to qualified patients or caregivers with:

(a) a currently valid physician's approval or recommendation in compliance with the criteria in California Health and Safety Code § 11362.5 *et seq.* and valid official identification, such as a Department of Motor Vehicles driver's license or State Identification Card, or

(b) a currently valid California Medical Marijuana Identification Card or a Patient ID Center Identification Card.

(3) For qualified patients or caregivers without a California Medical Marijuana Identification Card or a Patient ID Center Identification Card, prior to dispensing medical marijuana, the Dispensary shall obtain verbal, online, or signed verification from the recommending physician's office personnel that the individual requesting medical marijuana is a qualified patient.

(4) A Dispensary shall not have a physician on-site to evaluate patients and provide a recommendation for medical marijuana.

(5) Patient records shall be maintained and verified as needed, and at least annually verified with the qualifying patient's medical doctor or doctor of osteopathy unless the patient has provided a California Medical Marijuana Identification Card or a Patient ID Center Identification Card.

(6) Information on prior year's operations shall be provided annually, as required in this Chapter. The operator shall adjust the operations as necessary to address issues.

(E) Hours of Operation. Hours of Operation are limited to 9:00 a.m. to 9:00 p.m., seven days a week.

(F) Consumption Restrictions.

(1) Marijuana shall not be consumed on the premises of the Dispensary. The term "premises" includes the actual building, as well as any accessory structures, parking areas, or other surroundings within 200 feet of the Dispensary's entrance.

(2) Dispensary operations shall not result in illegal redistribution of medical marijuana obtained from the Dispensary, or use in any manner that violates local, State or City Codes.

(3) No person may consume marijuana, by smoking or vaporization, in any public places. Public places shall include, but are not limited to, city owned parks and/or city

sponsored events where designated as nonsmoking areas by resolution of the City Council, streets, sidewalks, alleys, highways, public parking lots as defined in City Code § 6000 and as amended, enclosed places and places of employment as defined in City Code §§ 4503 and 4505 and as amended, and any other property owned or leased by the City, or in which the City holds a right-of-way easement, and which is open to members of the general public, except while actively passing through on the way to another destination. Nothing in this Section is intended, nor shall it be construed to be inconsistent with the California Indoor Clean Air Act of 1976, Health and Safety Code § 118875 *et seq* and as amended.

(G) Retail Sales and Cultivation.

(1) No cannabis shall be cultivated on the premises of the Dispensary, except in compliance with this Chapter and with City Code §§ 6093 and 9254 and Health and Safety Code § 11362.5 *et seq*. The space devoted to on-site cultivation at a permitted Dispensary shall not exceed twenty-five percent of the total floor area, but in no case more than five hundred square feet. Cultivation shall be limited to interior areas of buildings.

(a) Except for immature nursery stock marijuana plants, marijuana plants grown by the Dispensary shall only be utilized for production of processed marijuana to dispense to patients.

(b) A security plan for the growing area shall be submitted to the Ukiah Police Chief for review and approval. Such plan shall include: security alarms and surveillance systems; physical measures to prevent access to the area by anyone other than Dispensary staff; and physical measures to prevent vehicle penetration of the growing area.

(c) The cultivation area shall include a one-hour firewall assembly and shall not create excessive humidity or mold conditions. The cultivation area shall have an air treatment system that prevents odors generated from the cultivation of marijuana on the Dispensary property from being detected by any reasonable person of normal sensitivity outside the Dispensary property, as set forth in City Code § 5708(l)(4). The medical marijuana cultivation area shall be in compliance with the current, adopted edition of the California Building Code as regards Natural Ventilation or Mechanical Ventilation.

(d) Cultivation facilities are strongly encouraged to utilize the most water-efficient and environmentally-responsible cultivation practices available. The City reserves the right to require annual reports on cultivation facility practices, including but not limited to cultivation mediums and water use methods.

(e) The cultivation use shall comply with applicable stormwater, wastewater, and Building Code requirements and any applicable State or Federal law, including the Clean Water Act, 33 U.S.C. § 1251 *et seq*.

(2) With the approval of the Planning Commission, a Dispensary may conduct or engage in the commercial sale of specific products, goods or services in addition to the provision of medical marijuana and other items permitted by these regulations on terms and conditions consistent with this Chapter and applicable law.

(3) Up to 150 square feet of the total square footage of the Dispensary may be utilized for display and sales of devices necessary for administering medical marijuana, including but not limited to rolling papers and related materials and devices, pipes, water pipes, and vaporizers. Such devices may only be provided to qualified patients or primary caregivers and only in accordance with Health and Safety Code § 11364.5 and as amended.

(4) Retail sales of medical marijuana that violate California law or this Chapter are expressly prohibited.

(5) A Dispensary shall meet all the operating criteria for the dispensing of medical marijuana as is required pursuant to California Health and Safety Code § 11362.5 *et seq* and as amended.

(6) The provision of locally-grown and organic marijuana is encouraged.

(H) Operating Plans.

(1) Floor Plan. A Dispensary shall have a lobby waiting area at the entrance to receive clients, and a separate and secure designated area for dispensing medical marijuana to qualified patients or designated caregivers. The primary entrance shall be located and maintained clear of barriers, landscaping and similar obstructions so that it is clearly visible from public streets, sidewalks or site driveways.

(2) Storage. A Dispensary shall have suitable locked storage on premises, identified and approved as a part of the security plan, for after-hours storage of medical marijuana.

(3) Minimum Staffing Levels. The premises shall be staffed with at least one person during hours of operation who shall not be responsible for dispensing medical marijuana.

(4) Odors Control. The Dispensary shall have an air treatment system that prevents odors generated from the storage and cultivation of marijuana on the Dispensary property from being detected by any reasonable person of normal sensitivity outside the Dispensary property. To achieve this, both the storage and cultivation areas shall be, at minimum, mechanically ventilated with a carbon filter or superior method.

(5) Security Plans. A Dispensary shall provide adequate security on the premises, as approved by the Chief of Police and reviewed by the Planning Commission, including lighting and a premise and panic alarm system monitored by a licensed operator, to insure the safety of persons and to protect the premises from theft.

(6) Security Cameras. Security surveillance cameras shall be installed to monitor the main entrance and exterior of the premises to discourage loitering, crime, illegal or nuisance activities.

(7) Security Video Retention. Security video shall be maintained for 90 days.

(8) Alarm System. Professionally monitored premise and panic alarm system shall be installed and maintained in good working condition.

(9) Emergency Contact. A Dispensary shall provide the Chief of Police with the name, e-mail address, phone number and facsimile number of an on-site community relations staff person to whom one can provide notice if there are operating problems associated with the Dispensary. The Dispensary shall make every good faith effort to encourage neighborhood residents to call this person to try to solve operating problems, if any, before any calls or complaints are made to the City.

(I) Signage and Notices.

(1) A notice shall be clearly and legibly posted in the Dispensary indicating that smoking, ingesting or consuming marijuana on the premises or in the vicinity of the Dispensary is prohibited. The notice shall be posted in both English and Spanish.

(2) Signs on the premises shall not obstruct the entrance or windows.

(3) Address identification shall comply with illuminated address signs requirements.

(4) Business identification signage shall be limited to that needed for identification only, consisting of a single window sign or wall sign that shall comply with City Code § 3227 and any other City Code provisions regulating signage.

(J) Employee Records. Each owner or operator of a Dispensary shall maintain a current register of the names of all volunteers and employees currently working at or employed by the Dispensary, and shall disclose such registration for inspection by any City officer or official for purposes of determining compliance with the requirements of this Chapter.

(K) Patient Records. Information identifying the names of patients, their medical conditions, or the names of their primary caregivers is confidential and such disclosure is prohibited pursuant to the federal Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Sec. 1320d *et seq.*) and the Confidentiality of Medical Information Act (California Civil Code § 56 *et seq.*). In order to protect patient confidentiality, the Dispensary shall maintain records of all qualified patients with a valid identification card and primary caregivers with a valid identification card using only the identification card number issued by the State, or its agent, pursuant to California Health and Safety Code § 11362.7 *et seq.* Such records may be maintained on or off-site, and shall be made available for inspection by any City official authorized to enforce this Chapter for purposes of determining compliance with the requirements of this Chapter.

(L) Staff Training. Dispensary staff shall receive appropriate training for their intended duties to ensure understanding of rules and procedures regarding dispensing in compliance with state and local law, and the Dispensary shall employ properly trained or use professionally-hired security personnel in accordance with the conditions of its permit.

(M) Site Management.

(1) The operator of the establishment shall take all reasonable steps to discourage and correct objectionable conditions that constitute a nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties during business hours if directly related to the patrons of the subject Dispensary.

(a) "Reasonable steps" shall include calling the police in a timely manner; and requesting those engaging in objectionable activities to cease those activities, unless personal safety would be threatened in making the request.

(b) "Nuisance" includes, but is not limited to, disturbances of peace, open public consumption of marijuana or alcohol, excessive pedestrian or vehicular traffic, illegal drug activity, harassment of passersby, excessive littering, excessive loitering, illegal parking, excessive loud noises, especially late at night or early in the morning hours, lewd conduct or excessive police detentions and arrests.

(2) The operator shall take all reasonable steps to reduce loitering in public areas, sidewalks, alleys and areas surrounding the premises and adjacent properties during business hours.

(3) The operator shall provide Dispensary patients with a list of the rules and regulations governing medical marijuana use and consumption within the City and recommendations on sensible marijuana etiquette.

(N) Compliance with Other Requirements. The operator shall comply with all applicable provisions of local, state or federal laws, regulations or orders, as well as any condition imposed on any permits issued pursuant to applicable laws, regulations or orders.

(O) Confidentiality. The information provided for purposes of this Section shall be maintained by the City as confidential information, and shall not be disclosed as public records unless pursuant to subpoena issued by a court of competent jurisdiction or otherwise compelled by court order.

(P) Display of Permit. Every Dispensary shall display at all times during business hours the permit issued pursuant to the provisions of this Chapter for such Dispensary in a conspicuous place so that the same may be readily seen by all persons entering the Dispensary.

(Q) Reporting and Payment of Fees. Each permittee shall file an annual statement with the Planning Department: (1) indicating the number of patients served by the Dispensary within the previous calendar year, (2) the continuing accuracy of the information in the prior year's

Dispensary Use Permit application, (3) documenting any changes or additions to that information as of the date for renewal of the Permit, any citizen complaints, City Code violations, and calls for law enforcement during the prior year, the applicant's compliance with applicable City and State law governing the operation of dispensaries, and (4) including any additional information the Planning Department deems necessary to administer this Chapter, and pay all annual permit fees.

(R) Alcoholic Beverages. No Dispensary shall hold or maintain a license from the State Division of Alcoholic Beverage Control for the sale of alcoholic beverages, or operate a business on the premises that sells alcoholic beverages. No alcoholic beverages shall be allowed or consumed on the premises.

(S) Dispensaries shall comply with the parking requirements for medical office uses.

(T) Inspections. During normal business hours, Dispensaries permitted under this Chapter shall provide access for administrative inspections by City officials or officers to verify compliance with this Chapter. Any Dispensary's refusal to comply with this Section shall be deemed a violation of this Chapter.

§ 5709 APPLICATION PREPARATION AND FILING.

(A) Application Filing. A complete Dispensary Use Permit application submittal packet shall be submitted in accordance with City Code § 9262, including a detailed written statement as to how the proposed Dispensary complies with Sections 5707 and 5708, and any other information or submissions required by this Chapter. All applications for Dispensary Use Permits shall be filed with the Planning Department, using forms provided by the City, and accompanied by the applicable filing fee and any other applicable fees or charges. It is the responsibility of the applicant to provide information required for approval of the permit. The application shall be made under penalty of perjury.

(B) Eligibility for Filing. Applications may only be filed by the owner of the subject property, or person with a lease signed by the owner or duly authorized agent allowing them to occupy the property for the intended use. If the applicant is a lessee, a copy of the duly executed lease currently in effect must accompany the application.

(C) Filing Date. The filing date of any application shall be the date when the City receives the last submission of information or materials required in compliance with the submittal requirements specified herein.

(D) Effect of Incomplete Filing. Upon notification that an application submittal is incomplete, the applicant shall submit any additional documents or information required to complete the application within thirty (30) days of the date the applicant is notified in writing by the Planning Department that the application is incomplete. If the applicant fails to complete the application within said thirty (30) days, the application shall be deemed withdrawn and a new application submittal that complies with Sections 5709(A) and (F) shall be required in order to proceed with the application.

(E) Effect of Other Permits or Licenses. The fact that an applicant possesses other types of state or City permits or licenses does not exempt the applicant from the requirement of obtaining a Dispensary Use Permit.

(F) Submittal Requirements. Any application for a Dispensary Use Permit shall include the following information.

(1) Applicant(s) Name. The full name (including any current or prior aliases, or other legal names the applicant is or has been known by, including maiden names), present address, and telephone number of the applicant;

(2) Applicant(s) Mailing Address. The address to which notice of action on the application is to be mailed;

(3) Previous Addresses. Previous addresses for the past five years immediately prior to the present address of the applicant;

(4) Verification of Age. Written proof that the applicant is over the age of 21 years of age;

(5) Physical Description. Applicant's height, weight, color of eyes and hair;

(6) Photographs. Passport quality photographs for identification purposes;

(7) Employment History. All business, occupation, or employment of the applicant for the five years immediately preceding the date of the application;

(8) Tax History. The Dispensary business tax history of the applicant, including whether such person, in previously operating in this or another city, county or state under license has had a business license revoked or suspended, the reason therefor, and the business or activity or occupation in which the applicant engaged subsequent to such action of suspension or revocation;

(9) Management Information. The name or names and addresses of the person or persons having the management or supervision of applicant's business;

(10) Criminal Background. A background investigation verifying whether the person or person having the management or supervision of applicant's business has been convicted of a crime(s), the nature of such offense(s), and the sentence(s) received therefor;

(11) Employee Information. Number of employees, volunteers, and other persons who will work at the Dispensary;

(12) Plan of Operations. A plan of operations describing how the Dispensary will operate consistent with the intent of State law and the provisions of this Chapter, including but not limited to:

(a) Ensuring that the Dispensary will not engage in retail sales of medical marijuana that violate California law or this Chapter.

(b) Controls that will assure medical marijuana will be dispensed to qualifying patients or caregivers only.

(c) Controls that will ensure access to Dispensary premises is adequately monitored and restricted to pre-approved qualified patients and caregivers.

(13) Written Project Description. A written description summarizing the proposed Dispensary use size, number of patients, characteristics and intent;

(14) Written Response to Dispensary Standards. The applicant shall provide a comprehensive written response identifying how the Dispensary plan complies with the each of the standards for review in this Chapter, specifically the limitation on location and operating requirements in Sections 5707 and 5708;

(15) Written Response to Criteria for Review Section. The applicant shall provide a written response indicating the method by which each of the criteria for review enumerated in Section 5710 has been satisfied;

(16) Security Plan. A detailed security plan outlining the proposed security arrangements for insuring the safety of persons and to protect the premises from theft. The plan shall include installation of security cameras, a premise and panic alarm system monitored by a licensed operator, and a security assessment of the site conducted by a qualified professional;

(17) Floor Plan. A sketch or diagram showing the interior configuration of the premises, including a statement of the total floor area occupied by the Dispensary. The sketch or diagram need not be professionally prepared, but must be drawn to a designated

scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches;

(18) Site Plan. A sketch or diagram showing exterior configuration of the premises, including the outline of all structures, parking and landscape areas, and property boundaries. The sketch or diagram need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions to an accuracy of plus or minus six inches;

(19) Accessibility Evaluation. A written evaluation of accessibility to and within the building, and identification of any planned accessibility improvements.

(20) Neighborhood Context Map. An accurate straight-line drawing depicting the building and the portion thereof to be occupied by the Dispensary, and: (a) the property lines of any School within 600 feet of the property line of the Dispensary for which a permit is requested, (b) the property lines of any Dispensary within 250 feet of the primary entrance of the Dispensary for which a permit is requested, and (c) the property lines of any youth-oriented facility or residential zone or use within 250 feet of the primary entrance of the Dispensary;

(21) Lighting Plan. A lighting plan showing existing and proposed exterior premises and interior lighting levels that would be the minimum necessary to provide adequate security lighting for the use and comply with all City standards regarding lighting design and installation. All lighting shall be fully hooded and downcast, and shall not shine towards the night sky, adjacent property or any street.

(22) City Authorization. Written authorization for the City, its agents and employees to seek verification of the information contained within the application;

(23) Statement of Owner's Consent. A statement in writing by the applicant that he or she certifies under penalty of perjury that the applicant has the consent of the property owner and landlord to operate a Dispensary at the location;

(24) Applicant's Certification. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct;

(25) Other Information. Such other information as deemed necessary by the Planning Department to demonstrate compliance with this Chapter including all City and State Codes, including operating requirements established in this Chapter.

(G) Renewal. Applications for one-year renewal shall be accompanied by the following minimum information:

(1) The operator shall report the number of patients served and pay applicable fees, as required by this Chapter.

(2) The operator shall provide a detailed description of any adjustments and changes proposed or that have occurred in Dispensary operations to address issues, or comply with laws.

(3) The operator shall identify any problems encountered during operations and how they have been addressed.

(4) The operator shall identify how the Dispensary has managed its operations to comply with the operating requirements of this Chapter and with State law.

§ 5710 CRITERIA FOR REVIEW.

In addition to the findings required in City Code § 9262, the Planning Commission shall consider the following criteria in determining whether to grant or deny a Dispensary Use Permit, and the Zoning Administrator shall consider the following criteria in determining whether to grant or deny renewals of a Dispensary Use Permit:

(A) That the Dispensary Use Permit is consistent with the intent of the Compassionate Use Act of 1996, the MMRSA, and related State law, the provisions of this Chapter and the City Code, including the application submittal and operating requirements herein.

(B) That the Dispensary location is not identified as having significant crime issues (e.g., based upon crime reporting statistics as maintained by the Police Department).

(C) That there have not been significant numbers of calls for police service, crimes or arrests in the area or to an existing Dispensary location.

(D) That an applicant or employee is not under 21 years of age.

(E) That all required application materials have been provided and/or the Dispensary has operated successfully in a manner that shows it would comply with the operating requirements and standards specified in this Chapter.

(F) That all required application or annual renewal fees have been paid and reporting requirements have been satisfied in a timely manner.

(G) That the location is not prohibited by the provisions of this Chapter or any local or state law, statute, rule or regulation and no significant nuisance issues or problems are anticipated or have resulted from Dispensary operations.

(H) That the site plan, floor plan, and security plan have incorporated features necessary to assist in reducing potential crime-related problems and as specified in the operating requirements in Section 5708. These features may include, but are not limited to, security on-site; procedure for allowing entry; openness to surveillance and control of the premises; the perimeter, and surrounding properties; reduction of opportunities for congregating and obstructing public ways and neighboring property; illumination of exterior areas; and limiting furnishings and features that encourage loitering and nuisance behavior.

(I) That no Dispensary use, owner, permittee, agent, or employee has violated any provision of this Chapter including grounds for suspension, modification or revocation of a permit.

(J) That all reasonable measures have been incorporated into the plan and/or consistently taken to successfully control the establishment's patrons' conduct resulting in disturbances, vandalism, crowd control inside or outside the premises, traffic control problems, marijuana use in public, or creation of a public or private nuisance, or interference with the operation of another business.

(K) That the Dispensary would not adversely affect the health, peace or safety of persons living or working in the surrounding area, overly burden a specific neighborhood with special needs or high impact uses, or contribute to a public nuisance; or that the Dispensary has resulted in repeated nuisance activities including disturbances of the peace, illegal drug activity, marijuana use in public, harassment of passersby, excessive littering, excessive loitering, illegal parking, excessive loud noises, especially late at night or early in the morning hours, lewd conduct, or police detentions or arrests.

(L) That any provision of the City Code or condition imposed by a City issued permit, or any provision of any other local, or State law, regulation, or order, or any condition imposed by permits issued in compliance with those laws has not been violated.

(M) That the applicant has not violated any local or State law, statute, rule or regulation respecting the distribution, possession, or consumption of marijuana.

(N) That the applicant has not knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application for a permit.

(O) That the applicant, his or her agent or employees, or any person who is exercising managerial authority on behalf of the applicant has not been convicted of a felony, or of a misdemeanor involving moral turpitude, or has engaged in misconduct related to the qualifications, functions or duties of a permittee.

(P) That the applicant has not engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.

(Q) That adequate parking will be provided at a rate of one space for every 200 gross square feet of retail space, office space, and similar floor areas, pursuant to City Code § §9198(F)(1).

§ 5711 INVESTIGATION AND ACTION ON APPLICATION.

After the making and filing of a complete application for the Dispensary Use Permit and the payment of the fees, the applicant shall complete a fingerprint background check and the Police Department shall conduct an investigation of the application. In processing the application:

(A) The Planning Department shall refer the application to any other City departments as necessary to complete the review of the application.

(B) Following provision of complete application materials, inter-departmental review, and compliance with the California Environmental Quality Act, the Planning Department shall schedule the Dispensary Use Permit for Planning Commission review. In making a decision to grant or deny the application the Planning Commission shall follow the notice and hearing procedures and make the findings required by City Code § 9262(C)-(F) and shall either grant or deny the application in accordance with the provisions of this Chapter.

(C) In approving a Dispensary Use Permit, the Planning Commission may impose conditions, restrictions or require revisions to the proposal to comply with the purpose and intent of this Chapter.

(D) The Planning Department shall cause a written notice of the Planning Commission decision to issue or deny a permit to be mailed to the applicant by U.S. mail.

§ 5712 APPEAL FROM PLANNING COMMISSION DETERMINATION.

(A) An applicant aggrieved by the Planning Commission decision to issue or to deny a Dispensary Use Permit may appeal such decision to the City Council by filing an appeal. All determinations of the Planning Commission regarding Dispensary Use Permits shall be final unless a written appeal, stating the reasons for the appeal, and the appeal fee, if any, as established by resolution of the City Council from time to time, are filed with the City Council within ten (10) days of the date the decision was made. Appeals may be filed by an applicant or any interested party. An interested party may appeal only if he or she appeared and stated his or her position during the hearing on the decision from which the appeal is taken.

(B) The City Council shall conduct a duly noticed public hearing on the appeal in accordance to the procedures applicable to an appeal of a decision to grant or deny a use permit as set forth in Division 9, Chapter 2, Article 20 of the City Code. At the close of the public hearing, the City Council may affirm, reverse, or modify the appealed decision of the Planning Commission. All City Council decisions on appeals of the Planning Commission's decision with regard to an application for a Dispensary Use Permit are final for the City.

§ 5713 REVOCATION.

(A) Any Dispensary Use Permit issued under the terms of this Chapter may be revoked by the Zoning Administrator, when it shall appear to the Administrator that the use for which the Dispensary Use Permit was granted is not being conducted in compliance with the Dispensary Use Permit as conditioned, the permittee has violated any of the requirements of this Chapter, or the Dispensary is operated in a manner that violates the provisions of this Chapter, including the criteria for review and operating requirements sections, or conflicts with State law.

(B) The Zoning Administrator shall conduct revocation proceedings in compliance with Section 9262(H) of this Code, except that all references therein to the Planning Commission shall be deemed to refer to the Zoning Administrator. Notice of the hearing required by said Section shall be given in compliance with Section 9262(C). In addition, notice of the revocation hearing, including a description of the facts and violations relied upon in seeking revocation, shall be served on the permit holder by personal service, overnight courier or registered United States Mail, return receipt requested, not later than ten (10) day prior to the hearing. Service shall be deemed complete when received by the permit holder or forty-eight hours after deposit in the United States Mail, whichever occurs first. Notice shall be sent to the address as shown on the permit application or to an address which the permit holder has requested in writing that the City use for official communications. The address shall not be a Post Office box, but must be a physical address.

(C) If any person holding a permit or acting under the authority of such permit under this Chapter is convicted of a public offense in any court for any offense that would constitute a violation of their Dispensary Use Permit or this Chapter, the Zoning Administrator may revoke such permit forthwith without any further action thereof, other than giving notice of revocation to the permittee.

(D) The final decision of the Zoning Administrator to revoke a Dispensary Use Permit may be appealed to the Planning Commission. The appeal hearing shall be conducted in compliance with City Code Section 9266, except that all references therein to the City Council in an appeal of a Zoning Administrator decision shall be deemed to refer to the Planning Commission.

§ 5714 EFFECT OF REVOCATION.

When a final decision has been made revoking any Dispensary Use Permit provided for in this Chapter, no new application for a Dispensary Use Permit shall be accepted from the applicant and no such Permit shall be issued to such person or to any corporation or other business entity, including but not limited to, a partnership or limited liability company, in which he or she shall have any direct or indirect beneficial, financial or ownership interest for a period of three years after the action revoking the Permit.

§ 5715 TRANSFER OF PERMITS.

(A) A permittee shall not operate a Dispensary under the authority of a Dispensary Use Permit at any place other than the address of the Dispensary stated in the application for the permit.

(B) A permittee shall not transfer ownership or control of a Dispensary, including by transferring a controlling interest in the permittee, or transfer a Dispensary Use Permit to another person or entity unless and until the transferee obtains its own Dispensary Use Permit. Any other assignment of a Dispensary Use Permit is prohibited.

(C) No Dispensary Use Permit may be transferred when the Zoning Administrator or Planning Commission have notified the permittee that the permit has been or may be revoked.

(D) Any attempt to transfer a Dispensary Use Permit either directly or indirectly in violation of this Section is declared void, and the permit shall be deemed revoked.

§ 5716 TIME LIMIT FOR FILING APPLICATIONS UPON ANNEXATION.

Any Dispensary that was legally established in Mendocino County ("County") and which is subsequently annexed into the City must apply for and obtain a Dispensary Use Permit in compliance with the provisions of this Chapter within 90 days from the date the annexation becomes effective. Continued operation of a Dispensary without a permit more than 90 days after annexation shall constitute a violation of this Chapter, unless an extension of the 90 day period is approved by the Planning Commission upon the applicant's demonstration of reasonable grounds to do so.

§ 5717 MARIJUANA DELIVERY.

(A) A permitted Dispensary located in the City may deliver marijuana to qualified patients and caregivers at their residence in the City. Such permissible delivery of marijuana to qualified patients shall be limited to delivery by lawfully-operated, permitted dispensaries located within the jurisdictional limits of the City. Any individual engaging in the activity of delivering medical marijuana from a permitted Dispensary to a qualified patient must have a business license in accordance with Division 2, Chapter 1, Article 3 of the City Code.

All other marijuana delivery is a prohibited activity in the City, except where the City is preempted by federal or state law from enacting a prohibition on such activity.

(B) In conformity with City Code § 6001, it shall be unlawful for any qualified individual engaging in the activity of delivering medical marijuana from a permitted Dispensary to a qualified patient to be in an intoxicated condition or under the influence of narcotic drugs within the corporate City limits of the City in, on, or about any automobile, motorcycle, motor vehicle, street car, railroad car or other vehicle.

§ 5718 VIOLATIONS.

(A) It is unlawful for any person, individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability company or combination of the above in whatever form or character to violate any provision or fail to comply with any of the requirements of this Chapter.

(B) A violation of this Chapter shall be subject to the enforcement and penalties specified in City Code § 5722.

§ 5719 REMEDIES.

This Chapter shall be subject to enforcement pursuant to Division 8, Article 22 of this Code.

§ 5720 SEPARATE OFFENSE FOR EACH DAY.

Any person who violates any provision of this Chapter shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and shall be penalized accordingly.

§ 5721 HOLD HARMLESS.

As a condition of approval of any permit issued pursuant to this Chapter for medical marijuana cultivation, processing, or distribution, the permittee shall indemnify, defend and hold harmless the City of Ukiah and its agents, officers, elected officials, and employees for any claims, damages, or injuries brought by a permittee's clients or employees, adjacent or nearby property owners or other third parties due to permitted uses or operations, and for any expense incurred by City as a result of or in defense of any such claim..

§ 5722 PENALTIES.

(A) It shall be unlawful and constitute a misdemeanor for any person to violate the provisions of this Chapter, punishable by a fine of not more than one thousand dollars (\$1,000.00) or imprisonment in the county jail for a period of not more than six (6) months or both. This penalty shall not apply, if prohibited by state law.

(B) The penalty provided herein is in addition to any other penalty or remedy available at law or in equity, whether civil or criminal, for any violation of this Chapter or engaging in activity requiring a City license or permit, including, without limitation, a business license or building permit, without first obtaining such permit or license.

§ 5723 JUDICIAL REVIEW.

Judicial review of a decision made under this Chapter may be had by filing a petition for a writ of mandate with the superior court in accordance with the provisions of the California Code of Civil Procedure § 1094.5.

Any such petition shall be filed within 90 days after the day the decision becomes final as provided in California Code of Civil Procedure § 1994.6 which shall be applicable for such actions.

SECTION 2

Table 3 in Section 9223.1 of Article 18, Chapter 2 in Division 9 of the Ukiah City Code is hereby amended by adding a new permit category, DUP – Use Allowed with a Dispensary Use Permit, to the heading column entitled "Use Categories and Specific Uses", by specifying that a Medical marijuana dispensary is an allowable use with a Dispensary Use Permit in the General Urban (GU), Urban Center (UC), and Downtown Core (DC) zoning districts, and replacing the reference to section 5702 in the column entitled "Additional Zoning Requirements by Code Section" with references to Section 5703 and Section 5707.

SECTION 3

Section 9254 in Article 19, Chapter 2 in Division 9 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§9254 MARIJUANA CULTIVATION

* * *

B. Cultivation of Marijuana:

* * *

2. Indoor Cultivation: Except as permitted in Chapter 8 in Division 6 of this Code, it is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel within any residential zoning district (R-1, R-2, R-3 and CN districts) in the city of Ukiah to cause or allow such parcel to be used for the cultivation of more than twelve (12) mature and twenty four (24) immature marijuana plants within a fully enclosed and secure structure on the parcel.

3. Indoor Cultivation Of Marijuana Restricted To Qualified Patients And Primary Caregivers: It is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel within the city of Ukiah to cause or allow such parcel to be used for the cultivation of marijuana, unless (a) the person is a qualified patient or primary caregiver, growing the amount of marijuana per qualified patient authorized by Health and Safety Code section 11362.77(a) – (b) and (d) – (f), not to exceed the per parcel limit in subsection B2 of this Section, or (b) the person is operating a Medical Marijuana Dispensary pursuant to a valid Dispensary Use Permit, within the C1, C2, CN, M, and PD (Commercial) zoning districts and in the GU, UC, and DC downtown zoning districts, and the space devoted to on-site cultivation at the permitted Dispensary does not exceed twenty-five percent of the total floor area, but in no case more than five hundred square feet.

SECTION 4.

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

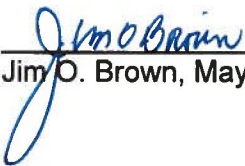
This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on January 18, 2017, by the following roll call vote:

AYES: Councilmembers Scalmanini, Mulheren, Doble, and Mayor Brown
NOES: None
ABSENT: Councilmember Crane
ABSTAIN: None

Adopted on February 15, 2017, by the following roll call vote:

AYES: Councilmembers Scalmanini, Crane, Mulheren, Doble, and Mayor Brown
NOES: None
ABSENT: None
ABSTAIN: None



Jim O. Brown, Mayor

ATTEST:



Kristine Lawler, City Clerk

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE REGULATING MEDICAL MARIJUANA DISPENSARIES.

The City Council of the City of Ukiah hereby ordains as follows:

SECTION 1

Chapter 8 in Division 6 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§ 5701 INTERPRETATION AND APPLICABILITY.

(E) Nothing in this Chapter is intended, nor shall it be construed, to allow or permit any “commercial cannabis activity”, as defined in Business and Professions Code § 26001(k), or any commercial or non-commercial activity involving marijuana use for recreational or other non-medical purposes that is not otherwise authorized in the Ukiah City Code.

§ 5702 DEFINITIONS.

(D) “Delivery” shall have the same definition as set forth in California Business and Professions Code § 26001, and as it may be amended.

(H) “Medical Marijuana Dispensary” or “Dispensary” means a “Dispensary” as defined in California Business and Professions Code § 26001, as it now reads or may be amended in the future.

§ 5708 OPERATING REQUIREMENTS.

Dispensary operations shall be established and managed only in compliance with the following standards:

(A) Criminal History. Any applicant, his or her agent or employees, volunteer workers, or any person exercising managerial authority of a Dispensary on behalf of the applicant shall not have been convicted of any of the felony offenses enumerated in Business and Professions Code § 26057(b)(4), or of a felony or misdemeanor involving moral turpitude, or on probation for a drug offense, or engaged in misconduct related to the qualifications, functions or duties of a permittee. Notwithstanding the above, an application shall not be denied solely on the basis that the applicant or any Manager has been convicted of a felony, if the person convicted has obtained a certificate of rehabilitation (expungement of felony record) under California law or under a similar federal statute or state law where the expungement was granted. In addition, notwithstanding the above, a prior conviction, where the sentence, including any term of probation, incarceration, or supervised release, is completed, for possession of, possession for sale, sale, manufacture, transportation, or cultivation of cannabis or cannabinoid preparations is not considered related to the qualifications, functions, or duties of a permittee, and shall not be the sole

ground for denial of an application.

D. ***

a. A currently valid physician's approval or recommendation in compliance with the criteria in California Health and Safety Code Division 10, Chapter 6, Article 2.5 and as it may be amended, and valid official identification, such as a Department of Motor Vehicles driver's license or State Identification Card; or

G. Retail Sales and Cultivation:

1. No cannabis shall be cultivated on the premises of the dispensary, except in compliance with this chapter and with sections 6093 and 9254 of this code and applicable state laws and regulations.

5. A dispensary shall meet all the operating criteria for the dispensing of medical marijuana as is required pursuant to applicable state laws and regulations.

H. Operating Plans:

7. Security Video Retention: Security video shall be maintained for ninety (90) days. In the event of a crime onsite or anywhere within range of the Dispensary's security cameras, the Dispensary shall provide the Chief of Police with a useable digital copy of the security video upon request or at the earliest convenience.

(U) Inspections. During normal business hours, Dispensaries permitted under this Chapter shall provide access for administrative inspections by City officials or officers or consultants hired by the City to verify compliance with this Chapter. Any Dispensary's refusal to comply with this Section shall be deemed a violation of this Chapter.

§ 5710 CRITERIA FOR REVIEW.

In addition to the findings required in City Code § 9262, the Planning Commission shall consider the following criteria in determining whether to grant or deny a Dispensary Use Permit, and the Zoning Administrator shall consider the following criteria in determining whether to grant or deny renewals of a Dispensary Use Permit:

(Q) That adequate parking will be provided at a rate of one space for every 200 gross square feet of retail space, office space, and similar floor areas, pursuant to City Code §9198(F)(1). However, if the Dispensary to be operated by the applicant does not dispense medical marijuana to patients on-site but services qualified patients through deliveries in compliance with City Code § 5717, then adequate parking will be provided at a rate of one space for every four hundred (400) square feet of gross leasable space, pursuant to City

Code § 9198(G)(3).

SECTION 2.

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on October 18, 2017, by the following roll call vote:

AYES: Councilmembers Scalmanini, Crane, Mulheren, Doble, and Mayor Brown
NOES: None
ABSENT: None
ABSTAIN: None

Adopted on November 1, 2017, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approve the Repair and Rebuild of Floway 16DK Close Coupled Pump from Weir Floway, Inc. in the Amount of \$29,490.31.

DEPARTMENT: Finance

PREPARED BY: Mary Horger

ATTACHMENTS:

[Attachment 1 - Tear Down and Inspection Report](#)

[Attachment 2 - Quote \(revised\)](#)

Summary: Council will consider approving the repair and rebuild of Floway 16DK close coupled pump from Weir Floway, Inc. in the amount of \$29,490.31.

Background: In mid-August, a Floway 16DK close coupled pump, Advanced Water Treatment (AWT) feed pump #1, was shipped to Weir Floway, Inc. for tear-down and inspection, as the pump was in need of maintenance. On September 21, 2017, the inspection report was submitted by the vendor (please see Attachment 1) uncovering various items that needed addressing, including blast and re-coat of the discharge head, shaft bearing replacement, bowl replacement, and throttle bearing replacement. Cost quoted, including options, was \$19,321.65.

RECOMMENDED ACTION: Council will consider approving the repair and rebuild of Floway 16DK close coupled pump from Weir Floway, Inc. in the amount of \$29,490.31.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: WWTP Equipment Maintenance and Repair; Account 84024425.56120; Budgeted Amount FY 17-18: \$173,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: PO 44969

COORDINATED WITH: Sean White, Water and Sewer Director; Alan Hodge, Lead WWTP Operator; Dave Kirch, Fleet Maintenance Supervisor

Approved: _____


Sage Sangiacomo, City Manager

Discussion: After receiving this initial repair and rebuild quote, Staff requested Weir Floway to provide an alternate proposal to include converting the pump from oil lube to water lube. There are several advantages to doing this:

1. Reduce maintenance costs
2. Reduce the need for storing oil
3. Eliminate the possibility of hydrocarbon spills in the immediate area due to leaks
4. Eliminate the hydrocarbon coating in wet wells
5. Eliminate the hydrocarbon coating of clarifier and filter media
6. Standardization of Waste Water Treatment Plant (WWTP) pumps

The total price for the repair, rebuild and conversion from oil to water, (see Attachment 2 for a copy of the quote), including tax, and initial tear-down and inspection cost of \$1,500.00 (not shown on the quote), will be \$29,490.31. The additional cost of the conversion will be well worth the savings in future maintenance costs. It is therefore Staff's recommendation to approve the pump repair and rebuild from Weir Floway, Inc. in the amount of \$29,490.31.

Time is of the essence on the repair, as the estimated turnaround time is 6-8 weeks, and we are rapidly approaching the season where the AWT is used the most.

Floway Teardown and Inspection Report



Date: September 21th, 2017

Flow Control
Weir Floway, Inc.
2494 S Railroad Ave
Fresno, CA 93706
USA

CO 14253-5-1 | RMA852

Single stage, 16DK vertical turbine pump returned for refurbishment



Customer:	CITY OF UKIAH
Customer EQ ID:	14253-5-1
Model Number, SN:	16DK CLOSE COUPLED PUMP
Lateral Setting:	Not Available
Order Number:	Original CO 14253, Rebuild CO 79806
Location:	CITY OF UKIAH 300 PLANT ROAD UKIAH CA 95482 USA

Floway Teardown and Inspection Report

Date: September 21th, 2017

Flow Control
 Weir Floway, Inc.
 2494 S Railroad Ave
 Fresno, CA 93706
 USA

As Received (External Inspection)
--

Picture #1 Whole pump, after offload, Received 8/11/17

Picture #2 Motor DB plate, Received 8/11/17
--

Picture #3 Unit serial tag, Received 8/11/17

Disassembly & Evaluation

Picture #4 Discharge head. Blast and recoat recommended.

Picture #5 Discharge head seal house area is acceptable as is. Follow up cleaning will be done upon order rebuild.

Picture #6 Discharge head will be reused.
--

Picture #7 Trans-cone and first piece of column to be reused. Flanges will be power wire brushed. Recommend blast and recoat.
--

Picture #8 The oil tube bearing is worn and will be replaced.
--

Picture #9 Trans-cone ID. Recommend blast and recoat.
--

Picture #10 The oil tube is to be reused. Recommend blast and coat.
--

Picture #11 Continued...oil tube

Picture #12 Bowl and oil tube disassembled. Reuse with bowl bearing replacement. Recommend external blast and coat on bowl.
--

Picture #13 Bowl showing herisite lining. Flanges will be power wire brushed prior to reassembly.
--

Picture #14 Impeller and collet. Impeller to be reused with the collet being replaced.

Picture #15 Side view of Impeller. A dynamic balance to be done upon reuse.
--

Picture #16 Back side of Impeller with herisite lining. The lining is acceptable for reuse.
--

Picture #17 Bowl shaft bearing indicates wear and will need to be replaced. Measure values in Appendix A.
--

Picture #18 Bottom side of the bowl to be cleaned with hand wire brush and reused.

Picture #19 Bowl bearings to be replaced.
--

Floway Teardown and Inspection Report



Date: September 21th, 2017

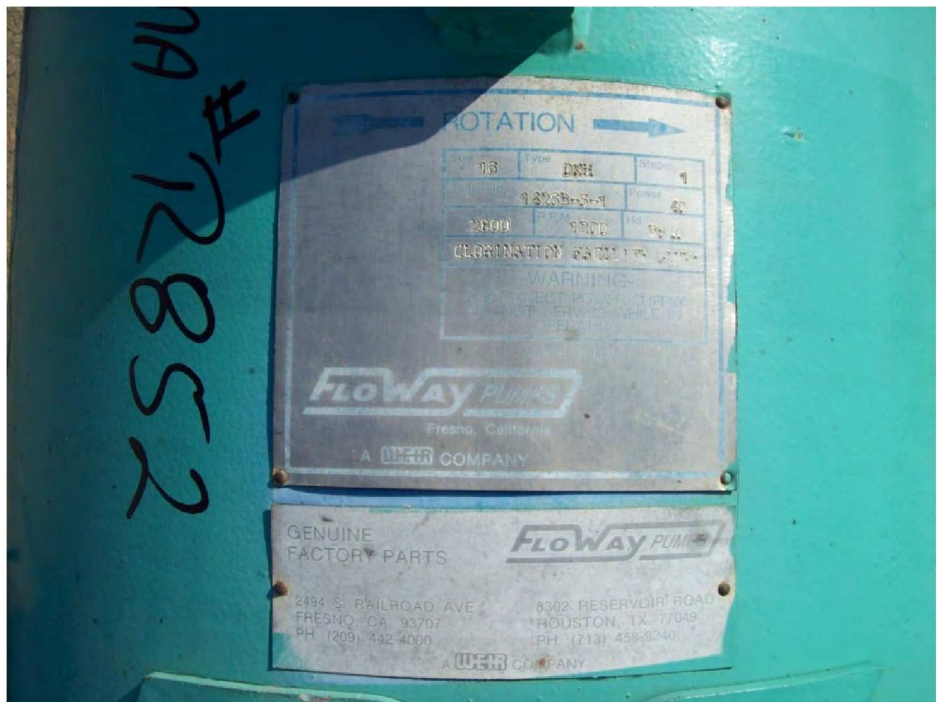
Flow Control
Weir Floway, Inc.
2494 S Railroad Ave
Fresno, CA 93706
USA



Picture #1 Whole pump, after offload, Received 8/11/17



Picture #2 Motor DB plate, Received 8/11/17



Picture #3 Unit serial tag, Received 8/11/17

Floway Teardown and Inspection Report



Date: September 21th, 2017

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2494 S Railroad Ave
Fresno, CA 93706
USA



Picture #4 Discharge head. Blast and recoat recommended.

Floway Teardown and Inspection Report



Date: September 21th, 2017

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Fresno, CA 93706
USA



Picture #5 Discharge head seal house area is acceptable as is. Follow up cleaning will be done upon order rebuild.

Floway Teardown and Inspection Report



Date: September 21th, 2017

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Fresno, CA 93706
USA



Picture #6 Discharge head will be reused.

Floway Teardown and Inspection Report



Date: September 21th, 2017

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USA



Picture #7 Trans-cone and first piece of column to be reused. Flanges will be power wire brushed. Recommend blast and recoat.

Floway Teardown and Inspection Report



Date: September 21th, 2017

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Fresno, CA 93706
USA



Picture #8 The oil tube bearing is worn and will be replaced.



Picture #9 Trans-cone ID . Recommend blast and recoat.



Picture #10 The oil tube id to be reused. Recommend blast and coat.



Picture #11 Continued...oil tube

Floway Teardown and Inspection Report



Date: September 21th, 2017

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Fresno, CA 93706
USA



Picture #12 Bowl and oil tube disassembled. Reuse with bowl bearing replacement. Recommend external blast and coat on bowl



Picture #13 Bowl showing herisite lining. Flanges will be power wire brushed prior to reassembly.



Picture #14 Impeller and collet. Impeller to be reused with the collet being replaced.



Picture #15 Side view of Impeller. A dynamic-balance to be done upon reuse.

Floway Teardown and Inspection Report



Date: September 21th, 2017

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USA



Picture #16 Back side of Impeller with herisite lining. The lining is acceptable for reuse.

Date: September 21th, 2017

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Fresno, CA 93706
USA



Picture #17 Bowl shaft bearing indicates wear and will need to be replaced. Measure values in Appendix A.



Picture #18 Bottom side of the bowl to be cleaned with hand wire brush and reused.



Picture #19 Bowl bearings to be replaced.

Floway Teardown and Inspection Report



Date: September 21th, 2017

Flow Control
Weir Floway, Inc.
2494 S Railroad Ave
Fresno, CA 93706
USA

Conclusions:

The worn components on this pump are typical for a pump that has been in service for over 20 years. There was nothing out of the ordinary observed during the inspection. The maximum wear found was on bowl shaft. No other issues found during inspection.

Summary of Parts to be Replaced:

Item	Item Description	Location	Quantity
542568-093	COUPLING, SHAFT-THRD-1.50		3
541880-1039	BEARING ELS 1.688 x 2.500		3
545735-097-05388	SHAFT, BOWL1-T-C		1
542677-1022	BEARING ELS 2.250 X 3.500		1
761974-1023	THROTTLE BEARING		1
545462-1023	BEARING TUBE ADPT 1.688 x 2.500 x 3.50		1
763711-626-03	MARINE BOWL BEARING		1
541277-1083	COLLET, IMP-2.25-STD 15DK, 16DK, MK, 18MK		1
541279-097	COLLAR, SAND-2.25-3.00-1.38		1
100611-107-02	SCREW, SET-HX-0.25-20NCx0.25-CUP POINT		2
542239-1039	BEARING, SUCTION-2.25x2.75x10.00		1
101472-3051	PLUG PIPE 2.500 NPT C'SUNK		1
100496-107-04	SCREW, CAP, HX-0.63-11NCx1.75-BWL CAP SCR		12

Floway Teardown and Inspection Report



Date: September 21th, 2017

Flow Control
Weir Floway, Inc.
2494 S Railroad Ave
Fresno, CA 93706
USA

Quote Breakdown:

Item / Description	Price*
Teardown, Inspect & Report	\$1,500.00
Freight (To and From)	Customer Supplied
Replacement Parts and Labor <i>(Note: rebuilding the pump with all new bearings, replacement parts, and the identified existing parts. See replacement parts list above. Appendix A will identify parts to be resued.)</i>	\$5,377.00
Shaft Straightening	\$1,095.00
SUB TOTAL:	\$7,972.00
Sales Tax (8.375%)	\$667.65
Total Price:	\$8,639.65

Optional Add-Ons – (Prices do not include tax)

Chrome Journals on Pump Shafting \$3,613.00

Coating \$5,325.00

ID & OD oil tubes- Blast & Recoat OD only.
Blast and coat ID & OD top, inter and bottom column
Blast and coat bowl and discharge case OD, and bell
Blast & coat Discharge head ID OD (OD color to be Floway standard)

COATING: CARBOGUARD 891 EPOXY COATING Suitable for water service and NSF compliant (i.e. potable water and drinking water)

Non-witness Bowl Performance Test \$1,744.00

Lead Time**: 8 weeks – 12 Weeks

*Prices quoted are FOB Fresno, CA for the pump repair.

** Lead Times are approximate from PO receipt, which includes order review and acceptance within 5 business days of receipt. Lead times exclude holidays and weekends and are subject to change based on quote validity and factory capacity at the time of order. Orders will be accepted subject to buyer's credit approval and subject to Weir Floway, Inc.'s Terms and Conditions of Sale.

Date: September 21th, 2017

Flow Control
Weir Floway, Inc.
2494 S Railroad Ave
Fresno, CA 93706
USA

Appendix -A-

Key Measurements

FLOWAY® PUMPS

Vertical Turbine Pumps

**Inspection Record**
☐ Warranty
☒ Non warranty

Customer CITY OF UKIAH
 Address: 300 PLANT ROAD, UKIAH CA 95482 Customer RMA 852
 Service Facility Name Fresno Phone Number (707) 463-6233
 Pump Serial Number 14253-5-1 Model Number 16DK Number of Stages 1

Initial Inspection

Measure pump length and complete drawing.

Date pump received 8/11/17

Type of Unit (If complete unit received-circle one)

VFR HEAD 16" x 24 1/2" x 30"Sealing method: Packing Oil or injection lube ☒Pump/motor coupling: Threaded ☒ Flanged List loose items received with pump unit **Tear Down Inspection**

Shaft

Top ☒ Diameter 1.50 x 1.688 Length 99.813"
 Keyway Thread Length
 Intermediate ☒ Diameter 1.688 Length 60" Quantity 2
 Bottom N/A Diameter Length
 Bowl REPLACE Diameter 1.688 x 2.250 Length 53.875

Condition of shafts: (bent, worn, etc.)

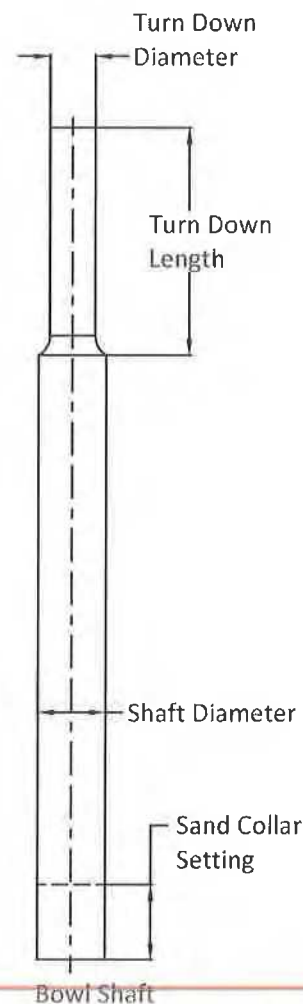
Top CHECK FOR STRAIGHTNESS
 Intermediate CHECK FOR STRAIGHTNESS
 Bottom N/A
 Bowl REPLACE

Impeller Diameter 10.500Condition of Impeller Column pipe Flanged ☒ OK Threaded Size

Top OK Length 16" x 83.188
 Intermediate OK Length 16" x 60" Quantity 2
 Bottom OK Length 16" x 12" 150 x 60"

Oil tube Size 2.500"

Top REUSE Length 2 1/2 x 37 1/2"
 Intermediate REUSE Length 2 1/2 x 60" Quantity 2
 Bottom Length

Reassembly InspectionBowl shaft stick up Oil tube stick up Lateral in bowls Assembled pump length (O.A.L.) Shaft stick up (circle one) above or below discharge head Shaft turns easily in assembled pump yes or noUnit cleaned and painted yes or noGrease in suction bearing required yes or noLoose parts returned 

Released for shipment by
 Date shipped

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RMA824 Tear Down.Docx

Page 1 of 1

Inspection Record

☐	Warranty
☒	Non warranty

Inspection Notes

REPLACE BOWL SHAFT

REPLACE (ALL) BEARINGS

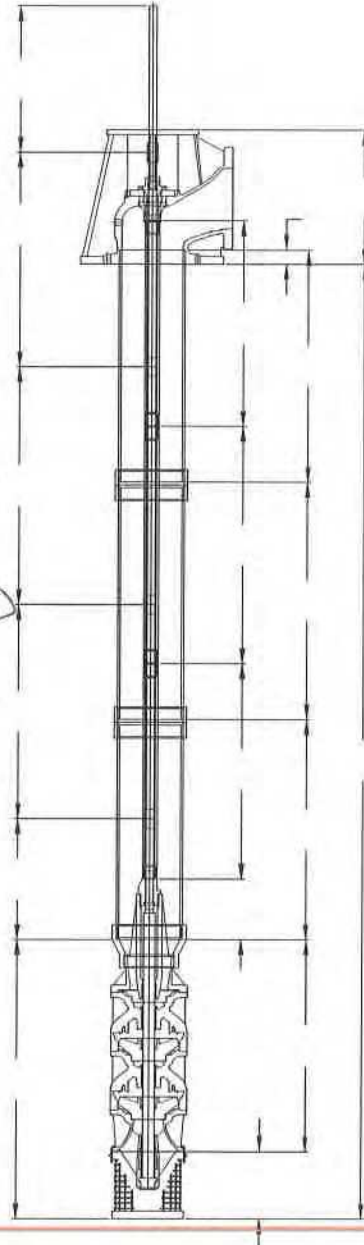
CHECK SHAFTS FOR STRAIGHTNESS

REPLACE OIL TUBE BEARINGS. REUSE TUBES

CHECK W/ RICHARD PLITT FOR BLAST & COAT

IMP & BOWL CL30 CIE

STEAM CLEAN OIL TUBE ID. CHECK FOR COATING OD

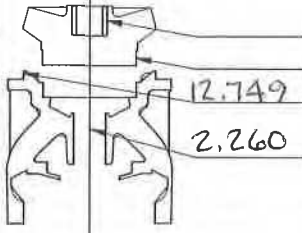
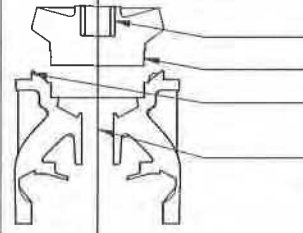
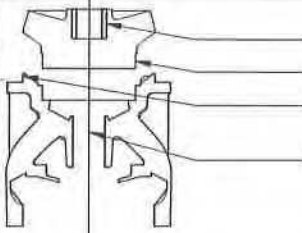
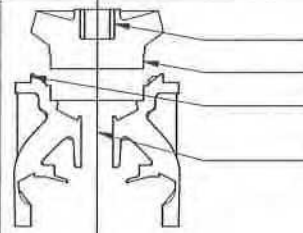
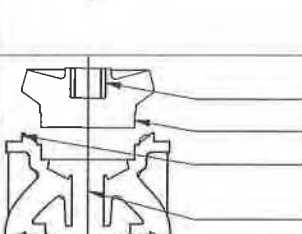
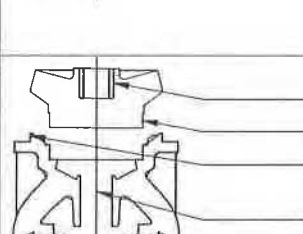
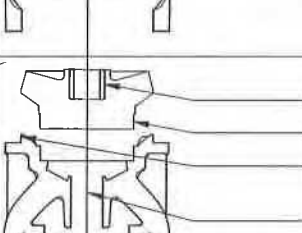
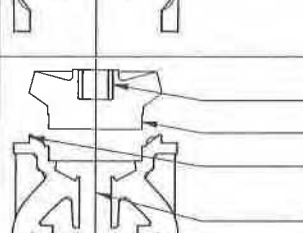
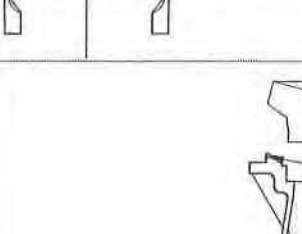
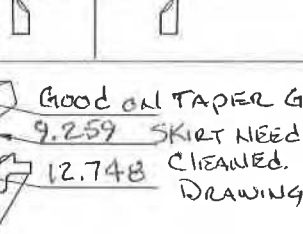
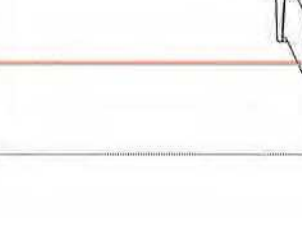
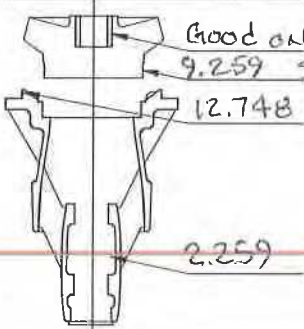


INSPECTION REPORT

DATE 8/18/2017

CUSTOMER CITY OF UKIAH

RMA# 852

PUMP ITEMS	REUSE	REPLACE		
SUCTION PLUG		✓		
SHAFT COUPLING		✓		
DISCHARGE CASE CAP SCREW	✓		12.749 2.260	
DISCHARGE CASE	✓			
BOWL CAP SCREWS		✓		
TOP BOWL	✓			
IMPELLER COLLET		✓		
IMPELLER	✓			
INTERMEDIATE BOWL	N/A			
SUCTION CASE (OR BELL)	✓			
SAND COLLAR SET SCREW		✓		
SAND COLLAR		✓		
PUMPSHAFT		✓		
BOWL BEARING		✓		
THROTTLE BEARING		✓		
DISCHARGE CASE BEARING TOP		✓		
DISCHARGE CASE BEARING BOTTOM		✓		
COLUMN ADAPTOR	N/A			
SUCTION ADAPTOR	N/A			
				GOOD ON TAPER GAGE 9.259 SKIRT NEEDS TO BE CLEANED. .009 OVER DRAWING 12.748 2.259

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RMA852 LP.Docx

Page 1 of 1

Inspection Record

☐ Warranty
☒ Non warranty

Discharge Head - Product Lube

Date 8/18/2017

Customer CITY OF UKIAH

RMA# 852

#	Pump Item	NA	Replace	Reuse	Conditions
1	DISCHARGE HEAD			✓	NEED BLAST & COAT
2	CAP SCREWS WITH NUTS			✓	
3	MOTOR STAND	✓			
4	CAP SCREWS WITH NUTS	✓			
5	HEAD SHAFT	✓			
6	HEAD SHAFT NUT	✓			
7	HEAD SHAFT COUPLING	✓			
8	DEFLECTOR	✓			
9	PACKING BOX	✓			
10	CAP SCREWS	✓			
11	PACKING BOX O-RING	✓			
12	PACKING	✓			
13	PACKING GLAND	✓			
14	GLAND STUDS WITH NUTS	✓			
15	GREASE ZERK	✓			
16	ZERK CAP	✓			
17	BY-PASS LINE	✓			
18	TUBE FITTINGS	✓			
19	PIPE PLUG	✓			
20	SNAP PLUGS	✓			
21	GUARDS	✓			
22	CAP SCREWS WITH NUTS	✓			
23					

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Inspection Record

☐ Warranty
☒ Non warranty

Column Assembly - Product Lube

Date 8/18/2017

Customer CITY OF UKIAH

RMA# 852

#	Pump Item	NA	Replace	Reuse	Conditions
1	BOTTOM COLUMN			✓	BLAST & COAT
2	CAP SCREWS WITH NUTS			✓	
3	INTER COLUMN			✓	BLAST & COAT
4	CAP SCREWS WITH NUTS			✓	
5	TOP COLUMN			✓	BLAST & COAT
6	CAP SCREWS WITH NUTS			✓	
7	BOTTOM LINESHAFT			✓	CHECK FOR STRAIGHTNESS
8	INTER LINESHAFT			✓	//
9	TOP LINESHAFT			✓	//
10	LINESHAFT COUPLINGS		✓		
11	BEARING RETAINERS	✓			
12	BEARING RETAINERS BEARINGS	✓			
13	SNAP RINGS	✓			
14					
15					
16					
17					
18					

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Page 1 of 1

Inspection Record

☐ Warranty

☒ Non warranty

Bowl Assembly 16 DKH

Date 8/18/17

Customer: CITY OF UKIAH

RMA# 852

#	Pump Item	NA	Replace	Reuse	Conditions
1	ADPT COL	✓			
2	ADPT SUCTION	✓			
3	PUMPSHAFT		✓		JOURNAL VORN OD = 2.176 / 2.237
4	PUMPSHAFT COUPLING		✓		
5	DISCHARGE CASE			✓	BEARING ID
6	DISCHARGE CASE CAP SCREWS			✓	
7	DISCHARGE CASE CAP SCREW NUTS			✓	
8	BOWL CAP SCREWS		✓		
9	TUBE ADPT BRG		✓		ID 1.697 / 1.698
10	LIP SEALS		✓		
11	THROTTLE BRG		✓		
12	THROTTLE BRG O-RING		✓		
13	TOP BOWL			✓	REPLACE BRG
14	INTER BOWL	✓			
15	INTER BOWL BRG	✓			
16					
17					
18					

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FLOWAY IS A REGISTERED TRADEMARK OF WEIR FLOWAY, INC

Inspection Record

☐ Warranty
☒ XX Non warranty

Bowl Assembly *(continued)*

Date 8/18/2017

Customer CITY OF UKIAH

RMA# 852

#	Pump Item	NA	Replace	Reuse	Conditions
16	IMPELLER			✓	DYNO-BAL / CLEAN SKIRT & MEASURE
17	COLLETS		✓		TO 9.250/9.248 PER DRAWING
18	KEYS	✓			
19	RETAINER RINGS	✓			
20	CAP SCREWS	✓			
21	SUCTION B/C			✓	DIA. 9.278 CLEAN TO NEW
22	SUCTION BEARING		✓		BEARING ID. 2.259
23	SAND COLLAR		✓		
24	SET SCREWS		✓		
25	PIPE PLUG		✓		
26	STRAINER	✓			
27	STRAINER CLIPS	✓			
28					
29					
30					
31					
32					

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Page 1 of 1

QUOTATION

Weir Floway, Inc.
2494 S Railroad Ave
Fresno, CA 93706 USA

T +1 559 442 4000
F +1 559 442 3098
www.global.weir

Bill To: 8266

CITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH CA 95482
USA

Ship To:

CITY OF UKIAH
300 PLANT ROAD
UKIAH CA 95482
USA

Contact:
Phone: 707-463-6233
FAX: 707-463-6234

Contact:
Phone:

QUOTE#	PAYMENT TERMS	DATE QUOTED	TAKEN BY	REGION	QUOTE VALIDITY
E000015443	NET 30 DAYS	10/17/2017	dj	101	30 DAYS
ITEM	QTY	EST. LEAD TIME	UNIT PRICE	NET AMOUNT	
1) 542568-093 COUPLING, SHAFT-THRD-1.50	3 EA	4 WEEK	\$125.00	\$375.00	USD
2) PLACEHOLDER-INV 764038-1022 ELS BEARING LINESHAFT BEARING BEARING ELS 1.688 x 2.500 INJ LUBE	3 EA	4 WEEKS	\$210.00	\$630.00	USD
3) PLACEHOLDER-MFG 545735-097-05388 SHAFT, BOWL1-T-C 169x225x053.88	1 EA	3 WEEKS	\$1,113.00	\$1,113.00	USD
4) 542677-1022 BEARING ELS 2.250 x 3.500	1 EA	STOCK	\$158.00	\$158.00	USD
5) PLACEHOLDER-INV 761974-1023 THROTTLE BEARING	1 EA	6 WEEKS	\$1,088.00	\$1,088.00	USD
6) 545462-1023 BEARING TUBE ADPT 1.688 x 2.500 x 3.50	1 EA	3 WEEKS	\$920.00	\$920.00	USD
7) PLACEHOLDER-INV 763711-626-03 MARINE BOWL BEARING	1 EA	6 WEEKS	\$225.00	\$225.00	USD
8) 541277-1083 COLLET, IMP-2.25-STD_15DK, 16DK, MK, 18MK	1 EA	STOCK	\$60.00	\$60.00	USD

Price quoted, based on quantity quoted.
International Quotes/Orders: Value Added Tax (VAT) Not Included.

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ITEM	QTY	EST. LEAD TIME	UNIT PRICE	NET AMOUNT	
9) 541279-097 COLLAR, SAND-2.25-3.00-1.38	1 EA	STOCK	\$43.00	\$43.00	USD
10) 100611-107-02 SCREW, SET-HX-0.25-20NCx0.25-CUP_POINT	2 EA	STOCK	\$1.00	\$2.00	USD
11) 542239-1039 BEARING, SUCTION-2.25x2.75x10.00	1 EA	STOCK	\$170.00	\$170.00	USD
12) 101472-3051 PLUG PIPE 2.500 NPT C' SUNK	1 EA	STOCK	\$53.00	\$53.00	USD
13) 100496-107-04 SCREW, CAP, HX-0.63-11NCx1.75-BWL CAP SCR	12 EA	STOCK	\$7.00	\$84.00	USD

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ITEM	QTY	EST. LEAD TIME	UNIT PRICE	NET AMOUNT	
14) PLACEHOLDER-MFG BLAST AND RE-COAT	1 EA		\$5,325.00	\$5,325.00	USD
Steam clean ID & OD oil tubes - Blast & Recoat OD only. Blast and coat ID & OD top, inter and bottom column Blast and coat bowl and discharge case OD Blast & coat Discharge head ID OD (OD color to be Floway standard)					
COATING: CARBOGUARD 891 EPOXY COATING Suitable for water service and NSF compliant (i.e. potable water and drinking water)					
Dyna Balance existing Impeller to 1200 RPM, G6.3					
15) PLACEHOLDER-MFG OPTION FOR CHROME JOURNAL ON PUMPSHAFT	1 EA	8 WEEKS	\$3,613.00	\$3,613.00	USD
PUMPSHAFT CHROMED					
16) PLACEHOLDER-INV OPTION FOR NW BOWL PERFORMANCE TEST	1 EA		\$1,744.00	\$1,744.00	USD
17) PLACEHOLDER-INV SHAFT STRAIGHTNESS	1 EA		\$1,095.00	\$1,095.00	USD
Check all shafts for straightness. top lineshaft, inter lineshaft, and new pumpshaft					
18) 545796-1013 GASKET,FF-16-TURBx16.53x.03	3 EA	3 WEEKS	\$18.00	\$54.00	USD
COLUMN TO COLUMN					

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ITEM	QTY	EST. LEAD TIME	UNIT PRICE	NET AMOUNT	
19) 549673-1013 GASKET, FF-12-150#x13.53x.03	1 EA	3 WEEKS	\$24.00	\$24.00	USD
COLUMN TO BOWL					
20) 302145-1014 RING, O-2.563 x 2.750 x 0.094	1 EA	2 WEEKS	\$2.00	\$2.00	USD
THROTTLE BEARING O RING					
21) 304335-1014 RING, O-2.750 x 3.125 x 0.188	1 EA	2 WEEKS	\$2.00	\$2.00	USD
22) 305432-1014 RING, O-05.38IDx0.25RD	1 EA	2 WEEKS	\$5.00	\$5.00	USD
23) 304330-1014 RING, O-2.125 x 2.500 x 0.188	1 EA	2 WEEKS	\$5.00	\$5.00	USD
TUBE O RING					
24) 548304-1051 BELL, 16DK-NO-FLG-STD-2.25-STD	1 EA	2 WEEKS	\$1,135.00	\$1,135.00	USD
25) ASSEMBLE PUMP ASSEMBLE PUMP	1 EA		\$844.00	\$844.00	USD
26) 301042-1014 RING, O-3.250 x 3.375 x 0.063 TENSION NUT TO TENSION PLATE	1 EA	3 WEEKS	\$2.00	\$2.00	USD

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ITEM	QTY	EST. LEAD TIME	UNIT PRICE	NET AMOUNT	
27) 100492-106-04 SCREW, CAP, HX-0.50-13NCx1.25 TENSION PLATE TO HEAD	8 EA	1 WEEK	\$2.00	\$16.00	USD
28) 100488-106-05 SCREW, CAP, HX-0.38-16NCx1.00 TENSION NUT TO TENSION PLATE	1 EA	1 WEEK	\$1.00	\$1.00	USD
29) 548021-1145 PLUG, PIPE-0.38NC_PUSH-IN TYPE	2 EA	STOCK	\$1.00	\$2.00	USD
30) 548021-4145 PLUG, PIPE-0.50NPT_PUSH-IN TYPE	1 EA	STOCK	\$1.00	\$1.00	USD
31) PLACEHOLDER-MFG 789054-021 TENSION NUT-MECH SEAL	1 EA	14 WEEKS	\$2,074.00	\$2,074.00	USD
32) PLACEHOLDER-INV CHESTERTON 442 SPLIT MECHANICAL SEAL FOR 1-11/16" SHAFT	1 EA	3 WEEKS	\$3,330.00	\$3,330.00	USD
33) 763619-1051 PLATE TENSION 2.500 TUBE INJ.LUBE	1 EA	3 WEEKS	\$1,683.00	\$1,683.00	USD
34) PLACEHOLDER-INV 102508-106-08 HOUSING STUD	4 EA	3 WEEKS	\$0.00	\$0.00	USD

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ITEM	QTY	EST. LEAD TIME	UNIT PRICE	NET AMOUNT	
35) 100887-247 NUT, HX-0.50-13NC	4 EA	3 WEEKS	\$1.63	\$6.50	USD
36) 10001777-006-050 WASHER, FLAT-0.50_SAE	4 EA	3 WEEKS	\$2.00	\$8.00	USD

***** Notes *****
RECOMMEDED REPAIR
INJECTION LUBE WITH MECHANICAL SEAL
ORIGINAL S/N 14253-5-1
NEW REPAIR CO# 79806
***** End User *****

CITY OF UKIAH WWTP
300 SEMINARY
UKIAH CA 95482
USA

Sub-Total:	\$25,892.50
Order Disc (0.00%):	\$0.00
(00) Sales Tax:	\$0.00
Freight:	\$0.00
Misc. Chgs:	\$0.00
Grand Total:	\$25,892.50

Please note, your purchase order must include the following: billing address, shipping address, purchase price, tax (if applicable), payment terms, freight terms, quote number and ship date.

PROGRESS PAYMENTS ARE AS FOLLOWS ON ALL ORDERS OF \$150k OR MORE:

Orders over \$150,000 USD are required to submit a payment for 50% of the order value at time of order placement. The balance will be due net 30 days from shipment pending approval of open account payment terms from Weir Floway, Inc.'s Credit Department.

Price quoted, based on quantity quoted.
International Quotes/Orders: Value Added Tax (VAT) Not Included.

Parts Contact Info:
Phone: (559) 443-6421
Fax: (559) 442-3098
Email: flowayparts@weirminerals.com



Weir Floway, Inc.
2494 S Railroad Ave
Fresno, CA 93706 USA

TERMS AND CONDITIONS OF SALE

Weir Floway, Inc. (Seller) has provided a formal written quotation outlining the proposed scope of supply. Our proposal is submitted subject to the following terms. Seller provides this proposal for Buyer's review and to clearly define the Seller's scope, options, pricing, and comments in response to Buyer's request for quotation. Quotations are subject to change without notice, otherwise firm for 30 days from date of issuance unless otherwise stipulated by written quotation of Seller. Where projects require approval of test documents (test curves, hydrostatic certifications, etc.) documentation will be submitted and ten (10) days after date of submittal equipment will be: a) shipped or b) invoiced and stored with charge(s) per Item 11, below, with payment due in accordance with Weir Floway standard payment terms or as agreed upon by mutually signed contract.

1. **ORDER ACCEPTANCE** – Acceptance of Buyer's order is subject to Seller's credit department approval, a signed mutually agreed upon purchase order, and these terms. Any additional or different terms and provisions are expressly rejected by the Seller. Only Seller's contract manager, a vice president, or president can accept an order. If Buyer does not respond to Seller's order acceptance within ten days the order will be processed based on these terms.
2. **PRICE** – Prices shall be those in effect at time of shipment. All prices Seller's standard design products constructed of standard material are subject to change without notice and all shipments will be invoiced at the price in effect at the time of shipment except for: A) a Buyer's order for immediate shipment postmarked prior to a given price change that is not held for lack of credit approval will be invoiced at the price in effect at the time of postmark; and B) prices negotiated on a firm basis. Prices are for products of Seller's standard design and materials without change. Any requests for a change in material or design are subject to special pricing. Price protection on accessories will be in accordance with that given by the accessory manufacturer. Unless otherwise agreed, prices do not include cost of any testing or test reports, special inspection, documentation (except those normally performed by Seller during the manufacturing process), or the supplying of any drawings or prints except those currently on file at Seller's factory.
3. **TAXES** – Unless agreed otherwise, prices do not include taxes or duties of any kind. Sales or other taxes imposed on the sale of goods shall be separately invoiced unless Buyer provides Seller with an acceptable tax exemption certificate.
4. **PAYMENT** – Payment shall be in US dollars, net-30 days from date of invoice. Overdue amounts shall bear interest at the rate of 10% per annum the highest rate allowed by the applicable law, whichever is less.
 - a. For orders <\$150,000 shipped within the United States, terms are net-30 days from date of invoice.
 - b. For orders >\$150,000 shipped within the United States:
 - i. 15% upon approval of submittals
 - ii. 25% upon receipt of major pump materials at factory for production (castings)
 - iii. 60% upon shipment and invoice
 - c. For export orders, unless otherwise agreed Buyer must pay in advance or provide an irrevocable letter of credit (LC) with Buyer paying any confirmation charges. An LC must be:
 - i. irrevocable and confirmed by a U.S. Bank,
 - ii. name Seller as the beneficiary,
 - iii. have an expiration date no earlier than 21 days after the last shipment date, and
 - iv. have payment terms at site (for orders <\$150,000)

Any payment milestones must be incorporated into the LC. Payment shall not be conditioned upon Buyer receiving payment from its customer. Payment is to be made only to Weir Floway, Inc. Prorated payments shall become due from the date on which the Seller is notified of the delay. All orders are subject to approval of Seller's credit department. If, in the sole judgment of Seller, the financial condition of Buyer at any time does not justify starting or continuing production or shipment on the terms of payment specified herein, Seller may require full or partial payment in advance of production or delivery. Regardless of prices quoted, all orders will be invoiced at established minimum net charge in effect at the time of purchase. Prices may be subject to change should Buyer delay approval of Seller supplied documentation more than 15 working days from date of submittal. When Buyer does not pay in full upon delivery it is buying the goods on credit and is a debtor of Seller. In such cases Buyer authorizes Seller to prepare and/or file and/or add additional information as it becomes available (which Seller in its sole discretion may deem necessary to create and perfect a security interest) including but not limited to a security agreement, initial financing statement, initial financing statement in lieu of a continuation statement, amendments, and continuation statements, by any means authorized by law, whether such law is currently in effect or becomes effective after the execution of this agreement, including electronic filing. Buyer understands and agrees that by signing, it has authenticated this agreement as a record and authorizes Seller to (1) prepare and file such record(s) without the signature of Buyer, (2) file such writing bearing any general, generic or super-generic description of the collateral authorized by the applicable code and (3) file any future records, which shall be deemed authenticated (as defined in the applicable commercial code) by Buyer.

5. **COSTS OF COLLECTION** – In the event Buyer does not pay as required, Buyer shall pay Seller's reasonable costs of collection including attorney's fees and legal expenses, all of which may be made a part of any judgment entered against Buyer.
6. **TERMINATION FOR CAUSE** – Seller may terminate this Agreement upon written notice if the Buyer has failed to make any payment on the due date and the sum remains outstanding 30 days after Seller has advised Buyer of the default. In the event of termination Buyer shall remain responsible for all outstanding payments and in addition shall pay the Seller for all materials purchased and work performed, but unbilled, as at the date of termination.
7. **CHANGES** – Seller will not implement any changes in the scope of work unless Buyer and Seller first agree in writing to the details of the change and any resulting price, schedule, or other contractual modifications. The minimum charge for a change will be \$100.00 plus the net add or deduct of labor and material. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and any time for performance.
8. **CANCELLATION** – Orders shall not be subject to cancellation by Buyer unless agreed to in writing by Seller.
9. **TIME** – Shipment dates are best estimates only at time of proposal and subject to change based on manufacturing load and sub-supplier schedules at Seller's date of order and/or full release to manufacture.
10. **DELIVERY / RISK OF LOSS** – Delivery takes place when the goods are loaded onto the freight carrier for shipment. Risk of loss transfers to Buyer at that time. Buyer shall inspect shipments upon receipt from carrier and file any damage claim against the carrier. Reimbursement for damaged or lost items must be from carrier to Buyer on the basis of Buyer's claim. With regard to items possibly omitted from a shipment, it shall be Buyer's responsibility to inspect each shipment upon receipt and notify Seller of any claimed omission within ten (10) days of receipt of such shipment. NO CLAIMS FOR OMITTED ITEMS WILL BE ALLOWED AFTER TEN (10) DAYS FROM BUYER'S RECEIPT OF THE SHIPMENT.
11. **SHIPMENT** – Goods will be shipped EXW Fresno, California (Incoterms 2010). Seller manufactures engineered to order products. Upon completion of manufacturing, unless specifically requested in writing, Seller may make partial shipments. If Buyer does not accept delivery within two (2) weeks of the notification of readiness to ship, Seller will invoice the order and store the goods at Buyer's expense. A storage fee of 1.5% of the PO value per month will be charged and invoiced two (2) weeks after notification of readiness to ship and each month thereafter until delivery. Any and all additional charges due to delays in shipping after notification of readiness to ship will be to Buyer's account. Where projects require approval of test documents (test curves, hydrostatic certifications, etc.) documentation will be submitted and ten (10) days after they are submitted the equipment will be: a) shipped or b) invoiced and stored with charge(s) per this clause, and, unless otherwise agreed, with payment due in accordance with Seller's standard payment terms. Motors, engines and other auxiliary equipment may be shipped and billed separately from the pumps.
12. **FORCE MAJEURE** – Seller will not be responsible for any failure in performance of any obligations under this agreement caused by circumstances beyond its reasonable control including, without limiting the generality of the foregoing, Acts of God, acts of government or the public enemy, riots, embargoes, strikes or other labor disturbances, supply chain delays, casualties, accidents, or transportation problems. Seller will notify the Buyer in writing of any such cause that would affect its performance. In the event of Force Majeure, the time of performance, shall be extended by a period of time equal to the period of force majeure and its consequences. Notwithstanding, if the Seller's performance is delayed, due to Force Majeure, for a period exceeding sixty (60) days from the mutually agreed upon shipment date, either party will have the right to terminate this agreement, and if Buyer terminates Buyer will pay Seller for substantiated material and labor costs performed up to date of notice.
13. **WARRANTY** – Seller warrants each good to be free of defects in material and workmanship for a period of one (1) year after the initial operation or eighteen (18) months after date of shipment, whichever is sooner (the "Warranty Period"). Defective product(s) or part(s) shall be returned to the Seller in accordance with the terms of the "RETURN OF EQUIPMENT" section below.

Conditions. These warranties and remedies are conditioned upon (a) the proper storage, installation, operation, and maintenance of the goods, (b) the keeping of proper operation and maintenance records during the Warranty Period and providing Seller access to those records, and (c) Buyer not being in default of any payment obligation to Seller. Any modification or repair of any of the goods (other than routine maintenance) not authorized by Seller shall void the warranty.

Repairs. When, within the Warranty Period, Seller is given prompt notice of a defect, it shall repair or replace, at its option, the defective part or Good, or re-perform services, provided Buyer provides satisfactory proof to Seller of the defect, including, for well and equipment performance and operations, all relevant data and documentation needed to make an assessment. Seller's sole obligation, and Buyer's sole remedy, shall be this repair, replacement, or re-performance. Buyer must return defective Goods or parts freight prepaid for inspection to an authorized service center designated by Seller. Buyer shall provide access to the items to be repaired or replaced and remove any materials or structures necessary to provide free and clear access, as well as supply any necessary equipment, and bear the costs of access (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation, and transportation of Goods to Seller and back to Buyer. Seller will deliver replacements for defective Goods to Buyer prepaid to the delivery destination provided by the original order. Repaired or replaced parts or Goods and re-performed services shall remain under warranty for the unexpired portion of the original Warranty Period as warranty work shall not extend the Warranty Period. All Goods and parts replaced under this limited warranty shall become the property of Seller. If Seller determines that any warranty claim is not, in fact, covered by this limited warranty, Buyer shall pay Seller its then customary charges for its labor, repair, or replacement efforts. Seller may refer the good to a Seller authorized repair facility for assessment and repair. Costs for shipment will be F.O.B. Seller's factory or service facility outlet. Seller will not be responsible for removal or re-installation (push/pull) required for warranty consideration or repair.



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2494 S Railroad Ave
Fresno, CA 93706 USA

Returns. No equipment shall be returned to Seller without Seller first issuing written returned material authorization (RMA) and shipping instructions. Buyer must pay transportation costs to the Seller and clearly mark each item with the appropriate RMA number. Returned goods are subject to Seller's inspection and acceptance. Authorization will not be given for return of damaged or worn materials, or would in Seller's opinion result in an amount of stock in excess of what Seller normally carries. For equipment not manufactured by the Seller, credit will only be issued if credit is allowed by the original equipment supplier; in which case credit will be minus all freight and other expenses Seller incurs. The credit will be further reduced by a minimum restocking fee equal to 10% of the price of the returned goods.

Exclusions. Seller cannot and will not be responsible for Buyer's system or system requirements not clearly defined prior to order placement. The warranty does not apply to a defect caused or contributed to by: (a) abrasive materials, corrosion, lightning, improper voltage supply, mishandling or misapplication, normal wear and tear due to operation or environment, or accident; (b) parts which are normally consumed in operation, or have a normal life shorter than the Warranty Period; (c) alterations or repairs (other than normal and ordinary repairs) carried out without prior written approval of the Contractor; (d) storage, installation, use or maintenance, which is not in accordance with Contractor's instructions or is otherwise improper; use of equipment or parts for a purpose other than that for which they are intended; (e) installation by someone other than, or authorized by, Contractor; (f) use of Goods after Company was aware or should have become aware of a defect; or (g) information, drawings, chart interpretations, technical specifications, or instructions provided by Company to Contractor. Unless Buyer clearly shows that none of the following caused a defect, all warranties are void if:

- (a) the pump is handling liquids other than clear, fresh non-aerated water at a temperature not exceeding 85 degrees F, or other such liquids and/or temperature contrary to those specified by Seller or as mutually agreed upon in writing between Buyer and Seller.
- (b) the pump has been handling abrasive material;
- (c) the pump is slow, due to low voltage or other reason beyond control of Seller;
- (d) the pump is installed in an area which is not sufficiently straight and plumb and of sufficient diameter to allow the pump to hang free and plumb;
- (e) the pump is damaged from electrolysis, graphitization, corrosion or erosion;
- (f) air or vapor is allowed to enter the pump section;
- (g) parts not furnished by Seller are used in the head, bowl, or column assembly; or
- (h) a foot valve is used without Seller's consent.

Exclusive remedy. THIS ARTICLE PROVIDES THE EXCLUSIVE REMEDIES FOR ALL CLAIMS BASED ON FAILURE OF OR DEFECT IN A GOOD OR SERVICE, WHETHER THE FAILURE OR DEFECT ARISES BEFORE, DURING, OR AFTER THE APPLICABLE WARRANTY PERIOD AND WHETHER A CLAIM, HOWEVER DESCRIBED, IS BASED ON CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND IS SUBJECT TO ALL LIMITATIONS OF LIABILITY FOUND IN THESE TERMS AND CONDITIONS. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT COULD ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER ALSO DISCLAIMS ALL STATUTORY WARRANTIES.

Performance guarantees. Unless expressly stated otherwise, performance guarantees are subject to laboratory tests adjusted for field performance. Due to inaccuracies of field testing, if a conflict arises between the results of field testing conducted by or for the user, and laboratory tests corrected for field performance, the latter shall control. No equipment shall be furnished for acceptance based on results of field testing unless such tests procedures are reviewed and approved, in writing, by Seller's authorized engineering personnel. A performance guarantee is void if the pump impellers are trimmed by anyone other than Seller's factory personnel or someone authorized in writing by Seller. Further, any performance guarantee is only for the specified design point and relate only to performance at the time of installation and startup. All accessories and other equipment not manufactured by Seller are warranted only for the period and to the extent of the original manufacturer's warranty, and shall be subject to all of the terms and conditions of such warranty.

14. **INSURANCE** – Each party agrees to maintain insurance in commercially reasonable amounts covering claims of any kind or nature for damage to property or personal injury, including death, made by anyone, arising from activities performed or facilitated by this agreement, whether these activities are performed by that party, its employees, agents, or anyone directly or indirectly engaged or employed by that party or its agents. The price of the goods is based on Buyer not being an additional insured under Seller's policy and Seller not waiving its rights of subrogation.

15. **INDEMNITY** – Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third party claims for bodily injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

16. **LIMITATION OF LIABILITY – NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES. SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE TOTAL CONTRACT VALUE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY.**

17. **MISCELLANEOUS**

a. **Assignment.** Buyer shall not assign any warranty rights without the Seller's prior written approval.

b. **Waiver / amendment.** Failure of either party to insist on strict compliance with any of the terms, covenants, and conditions of this Agreement shall not be deemed a waiver of such terms, covenants, and conditions or of any similar right or power hereunder at any subsequent time. The failure of Seller to enforce any right Seller may have under the terms and conditions hereof or otherwise shall not constitute a waiver of such right with respect to future occasions for enforcement thereof, nor shall any such failure or failures establish any custom or usage. No alteration or modification of any of the provisions herein shall be binding unless in writing and signed by an executive officer of Seller at its home office in Fresno, California.

c. **Severability.** If any provision of this order/contract shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

d. **Applicable law.** These terms are governed and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

e. **Dispute resolution.** Any controversy or claim arising out of or relating to this agreement shall be settled by arbitration in accord with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The parties specifically agree that the provisions of Section 1283.05 of the Code of Civil Procedure of the State of California are incorporated into, made a part of, and are applicable to any arbitration where the aggregate amount in controversy exceeds Twenty-Five Thousand Dollars (\$25,000.00) exclusive of costs, expenses, and fees. The parties recognize that the resolution of any controversy or claim will necessitate testimony by Seller's engineers, all of whom are employed at Seller's home office in Fresno, California. The parties therefore agree that the most convenient place for arbitration is Fresno County, California, and that any arbitration shall be there.

f. **Shop drawings.** Buyer shall have no right to detailed shop drawings, including, but not limited to, dimensioned machine, casting, and pattern drawings.

g. **Relationship of parties.** In all matters relating to this agreement Buyer and Seller shall not have any right, power or authority to create any obligation, express or implied, on behalf of any other Party. Nothing in this agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to.

h. **Notices.** All notices shall be in writing and shall be delivered personally, by U.S. certified or registered mail, postage prepaid, return receipt requested, or by recognized overnight delivery service. Any notice must be delivered to the respective parties at the respective addresses set forth below their signatures or to such other address as a party specifies in writing. The date of notice shall be deemed to have been made shall be the date of delivery, when delivered personally; on written verification of receipt if delivered by overnight delivery; or the date set forth on the return receipt if sent by certified or registered mail.

i. **Entire agreement.** This purchase order, together with any attached exhibits, constitutes the entire agreement of the parties with respect to its subject matter and merges and supersedes all prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers, contracts, and other writings concerning the subject matter hereof, whether oral or written.



AGENDA SUMMARY REPORT

SUBJECT: Continuation of Public Hearing to Consider Adoption of a Resolution Amending the Ukiah Police Department Fee Schedule, including; Bike Licenses, Concealed Weapons Permits, Civil Subpoenas, Local Criminal History Letters, Police Reports, Live-Scan Fingerprinting, Photographs, Second Hand Dealer Licensing, Stored Vehicles, Records Subpoenas, Taxi Permits, Traffic Accident Reports and Fees Associated with Vehicle Repossession Release.

DEPARTMENT: Police

PREPARED BY: Chris Dewey

ATTACHMENTS:

[Attachment 1 - Fee Worksheet](#)

[Attachment 2 - Hourly Rate Calculations](#)

[Attachment 3 - Bicycle License Ordinance](#)

[Attachment 4 - ASR and Resolution 2017-33](#)

[Attachment 5 - 2001 Fingerprint ASR](#)

[Attachment 6 - 1998 Stored Vehicle ASR](#)

[Attachment 7 - 1993 Taxi Permit Resolution](#)

[Attachment 8 - RESOLUTION UPD Fee Increase](#)

Summary: The Ukiah Police Department is a public agency and does not profit from fees charged for certain services, but it is important to recover from costs incurred from specific services offered to the public. The

RECOMMENDED ACTION: Staff recommends adopting a resolution increasing Ukiah Police Department fees, including; bike licenses, concealed weapons permits, civil subpoenas, local criminal history letters, police reports, Live-Scan fingerprinting, photographs, second hand dealer licensing, stored vehicles, records subpoenas, taxi permits, traffic accident reports and fees associated with vehicle repossession release.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

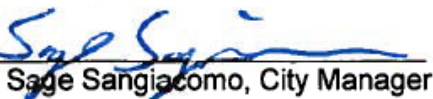
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Dan Buffalo, Director of Finance; Darcy Vaughn, Assistant City Attorney; David Rapport, City Attorney; Sage Sangiacomo, City Manager

Approved: _____


Sage Sangiacomo, City Manager

Ukiah Police Department is proposing revisions to the Department's Fee Schedule, which, if adopted, will help in the recovery of costs for services provided.

Background: In the past, the Ukiah Police Department has not undertaken a comprehensive fee schedule adjustment. Instead, individual fees were adjusted as needed to reflect the actual cost of providing a particular service. Because of this case-by-case approach, many of the Department's cost recovery fees are out of date and need to be adjusted to continue to capture the actual costs for services provided.

Below is a discussion about each individual fee within the Department's fee schedule and attached is a worksheet (Attachment 1) outlining the calculations used to determine recommended fees for each service. For these worksheet calculations, a time study was completed for the tasks involved in providing each service and this time was calculated against current hourly salary figures for position(s) necessary to complete the service, obtained by the Finance Department. (Attachments 1 and 2.)

Discussion: Bike Licensing:

Our current fee for issuing a Bike License associated with Ukiah City Code ("UCC") Section 7405 is three dollars (\$3), which was adopted in 1975. The current cost associated with issuing a Bike License is approximately twelve dollars (\$12) (Attachments 1 and 3).

In reassessing our current costs, we are proposing the fee to issue a Bike License be raised from three dollars (\$3) to ten dollars (\$10).

Carry Concealed Weapon Permit/Renewal/Modification:

Its unknown when the Ukiah Police Department last raised the fee associated with issuing a Carry Concealed Weapon Permit, Renewing a CCW Permit or Modifying a Permit. The California Penal Code section 26150 and 26155 provides the Chief of a municipal police department or Sheriff of a county with the authority to issue a License to Carry a Concealed Weapon. The current fees associated with these services at the Ukiah Police Department are: Application/Administrative fee twenty-five dollars (\$25), Permit Renewal fifty-two dollars (\$52), and Permit Modification ten dollars (\$10) (Attachment 1).

In reassessing our current costs to issue a Concealed Weapon Permit, we are proposing our fees be raised for a CCW Permit Application Administrative fee from \$25 to \$100, Permit Renewal from \$52 to \$100 and Permit Modification from \$10 to \$20

Civil Subpoena for Officer:

This is a standard two-hundred and seventy-five dollar (\$275) fee set by California Government Code Section 68097.2.

Set by State law; no proposed change.

Local Criminal History Letters (with or without Notary):

The Ukiah Police Department currently has no fee associated with issuing a Local Criminal History Letter with or without a Notary signature to a member of the public.

The cost to perform the required research and issue a Local Criminal History Letter is \$11.18.

To research and prepare a Local Criminal History Letter with a Notary signature costs the department on average twenty-three dollars (\$23) (Attachment 1).

In assessing our costs for offering these services, we propose adopting the fee of ten dollars (\$10) for a Clearance Letter and twenty dollars (\$20) for a Clearance Letter with a Notary signature.

Copy of Police Reports:

The cost of a police report is set through Ukiah City Council Resolution 2017-33, which establishes fees and charges under the California Public Records Act and varies depending upon the circumstances – See Resolution No. 2017-33 for details (Attachments 1 and 4).

Live- Scan Fingerprinting:

The City last adopted a fee for Live-Scan Fingerprinting in 2001. At that time, the fee was determined to be twelve dollars (\$12). While assessing current costs of equipment and employees' time, we have determined the cost to Live-Scan someone is now forty-one dollars (\$41) (Attachments 1 and 5). The Ukiah Police Department provides Live-Scan Fingerprinting to 350 - 400 members of the public each year.

In reassessing our costs and taking into consideration what the Mendocino County Sheriff's Office is currently charging for the same service, we propose adopting an increase from twelve dollars (\$12) to thirty dollars (\$30) per Live-Scan Fingerprinting service.

Photographs:

The Ukiah Police Department currently charges a fee of one dollar (\$1) per printed photograph. The cost of providing copies of photographs is set through Ukiah City Council Resolution 2017-33, which establishes fees and charges under the California Public Records Act and varies depending upon the circumstances – See Resolution No. 2017-33 for details (Attachments 1 and 4).

Second Hand Dealer License:

The Ukiah Police Department currently collects no administrative fee to issue a Second Hand Dealer license. There is a three hundred dollar (\$300) fee assessed by the Department of Justice and collected by Ukiah Police Department (Attachment 1).

In assessing our costs, we propose adopting a fifty dollar (\$50) administrative fee to issue a Second Hand Dealer License.

Stored Vehicle Administrative Fee:

We propose keeping our administrative fee associated with Stored Vehicles at \$65, which was adopted in 1998 (Attachments 1 and 6).

Set by previous Resolution in 1998; no proposed change.

Subpoena for Records:

The cost associated for accepting a Subpoena for Records is set at fifteen dollars (\$15) per California Evidence Code Section 1563(b)(6).

Set by State law; no proposed change.

Taxi Permits:

The Ukiah Police Department last raised its Taxi Permits fee by Resolution in 1993. At that time, it was determined the fee associated with this service per UCC Sections 2530 and 2531 would be twenty-five dollars (\$25). We have determined the current cost to issue a Taxi Permit application is just over ninety-one dollars (\$91). There is also a forty-four dollar (\$44) Department of Justice fee collected by Ukiah Police Department (Attachments 1 and 7).

In reassessing our costs, we are proposing the current fee be raised from twenty-five dollars (\$25) to eighty-six dollars (\$86) to issue a Taxi Permit.

Traffic Accident Reports:

Per California Vehicle Code Section 20012, law enforcement agencies shall charge a fee not to exceed the actual cost of providing a copy of a Traffic Accident Report. It costs the Police Department an average of twelve dollars (\$12) to provide a copy of a Traffic Accident Report to an involved party or insurance company (Attachment 1).

In reassessing our costs, we propose raising our fees from ten cents (10¢) per page to a flat ten dollar (\$10) fee to provide a copy of a Traffic Accident Report to an individual or insurance company.

Vehicle Repossession Administrative Fee:

The administrative cost associated with processing a vehicle repossession is set at fifteen dollars (\$15) by California Government Code Section 41612.

Set by State law; no proposed change.

Recommendation:

Staff recommends adopting a resolution (Attachment 8) increasing Ukiah Police Department fees, including; bike licenses, concealed weapons permits, civil subpoenas, local criminal history letters, police reports, Live-Scan fingerprinting, photographs, second hand dealer licensing, stored vehicles, records subpoenas, taxi permits, traffic accident reports and fees associated with vehicle repossession release.

Ukiah Police Proposed Fee Increases 2017

Attachment 1

<u>Bike License:</u>	<u>Time</u>	<u>Actual Cost of Employee</u>	<u>Equipment Cost</u>
Records Clerk	.25 hr.	\$44.32 hour x .25 = \$11.08	Serialized sticker - cost \$1.24 each

<u>CCW Permit Application Fee:</u>	<u>Time</u>	<u>Cost of Employee</u>	<u>Equipment Cost</u>
Records Clerk	1 hr.	\$44.32 hour x 1 = 44.32	DOJ fee \$200
Chief of Police	.50 hr.	\$141.79 hour x .50 = \$70.90	

<u>CCW Renewal:</u>	<u>Time</u>	<u>Cost of Employee</u>	<u>Equipment Cost</u>
Records Clerk	.75 hr.	\$44.32 hour x .75 = \$33.24	No DOJ fee required
Chief of Police	.50 hr.	\$141.79 hour x .50 = \$70.90	

<u>CCW Modification:</u>	<u>Time</u>	<u>Cost of Employee</u>	<u>Equipment Cost</u>
Records Clerk	.50 hr.	\$44.32 hour x .05 = \$22.16	-

<u>Civil Subpoena for Officer</u>	<u>Time</u>	<u>Actual Cost of Employee</u>	<u>Equipment Cost</u>
Fee's Established by Law: Gov. Code 68093-68097.2			

<u>Local Criminal History Letter:</u>	<u>Time</u>	<u>Actual Cost of Employee</u>	<u>Equipment Cost</u>
Records Clerk	.25 hr.	\$44.32 hour x .25 = \$11.08	

<u>Total Actual Cost</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
\$12.32	\$3	<u>\$10</u>
<u>Total Actual Cost</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
\$115.22	\$25	<u>\$100</u>
	\$200	\$200
		<u>Total \$300</u>
		* Match MCSO
<u>Total Actual Cost</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
\$105.44	\$52	<u>\$100</u>
		* Match MCSO
<u>Total Actual Cost</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
\$22.16	\$10	<u>\$20</u>
		* Match MCSO
<u>Total Actual Cost</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Set by law 68093-68097.2 GC	\$275	<u>No change</u>
<u>Total Actual Cost</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
\$11.08	None	<u>\$10</u>

<u>Notarized Local Criminal History:</u>	<u>Time</u>	<u>Actual Cost of Employee</u>	<u>Equipment Cost</u>	<u>Total Actual Cost</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Records Clerk	.50 hr.	\$44.32 hour x .05 = \$22.16		\$22	None	<u>\$20</u>
<u>Copy of Police Report</u>	<u>Time</u>	<u>Actual Cost of Employee</u>	<u>Equipment Cost</u>	<u>Total Actual Cost</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Established by Ukiah City Council Resolution 2017-33			Under 150 pages / Electronic media (PDF, Email) (One request per 3 month period) Other requests: Paper Copies .04-Black&White .08-Color .03-Scanned			<u>No Charge</u> <u>See -Res 2017-33</u>
<u>Live Scan Fingerprinting</u>	<u>Time</u>	<u>Cost of Employee</u>	<u>Equipment Cost</u>	<u>Total Actual Cost</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Records Clerk	.50 hr.	\$44.32 hour x .50 = \$22.16		\$41.18	\$12	<u>\$30</u>
Records Supervisor	.25 hr.	\$76.08 hour x .25= \$19.02	T1 line to DOJ cost - \$153 a month			**Proposed fee to match Mendocino Sheriff \$30 fee
<u>Photographs Printed/CD:</u>	<u>Time</u>	<u>Cost of Employee</u>	<u>Equipment Cost</u>	<u>Total Actual Cost</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Records Clerk	.25 hr.	\$44.32 hour x .25 = \$11.08	On CD / See Resolution No. 2017-33 #4	\$11.43	None	<u>\$10</u>
Established by Ukiah City Council Resolution 2017-33			Paper Copy - One request per 3 month period Additional Paper Requests		1.00 each 1.00 each	<u>No Charge</u> <u>.08 per sheet</u>
<u>Second Hand Dealer License</u>	<u>Time</u>	<u>Cost of Employee</u>	<u>Equipment Cost</u>	<u>Total Actual Cost</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Records Clerk	.75 hr.	\$44.32 hour x .75 = \$33.24		\$55.76	None	<u>\$50</u>
Police Lieutenant	.25 hr.	\$90.07 x .25 = \$22.52	DOJ fee \$300			\$300
						<u>Total: \$350</u>

<u>Stored Vehicle Administrative Fee</u>	<u>Time</u>	<u>Cost of Employee</u>	<u>Equipment Cost</u>
Records Clerk	1 hr.	\$44.32 hour x 1 = 44.32	Depending on type of tow
Records Supervisor	.25 hr.	\$76.08 hour x .25= \$19.02	.49 first class stamp for each letter sent to registered or legal owner
**Does not include Officer or Dispatchers time			Letter sent certified mail \$3.35
			Return receipt \$2.75

<u>Subpoena for Records</u>	<u>Time</u>	<u>Cost of Employee</u>	<u>Equipment Cost</u>
Fee's Established by Law: Evidence Code 1563(6)			

<u>Taxi Permit:</u>	<u>Time</u>	<u>Cost of Employee</u>	<u>Equipment Cost</u>
Records Clerk	1.5 hrs.	\$44.32 hour x 1.5 = \$66.48	
Police Lieutenant	.25 hr.	\$90.07 x .25 = \$22.52	
			DOJ fee \$44

<u>Traffic Accident Reports</u>	<u>Time</u>	<u>Cost of Employee</u>	<u>Equipment Cost</u>
Records Clerk	.25 hr.	\$44.32 hour x .25 = \$11.08	
Cost Reimbursement Established by Vehicle Code 20012			

<u>Vehicle Repossession Admin Fee</u>	<u>Time</u>	<u>Cost of Employee</u>	<u>Equipment Cost</u>
Fee's Established by Law: Government Code 41612			

<u>Total Actual Cost</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Average \$64.32-69.43	\$65	<u>No change</u>
<u>Total Actual Cost</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Set by law 1563(6) EC	\$15	<u>No Change</u>
<u>Total Actual Cost</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
\$91.35	\$25	<u>\$86</u>
	\$44	\$44
		<u>Total: \$130</u>
<u>Total Actual Cost</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
\$11.08	10 cents a page	<u>\$10</u>
<u>Total Actual Cost</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Set by law 41612 GC	\$15	<u>No Change</u>

Attachment #2

CALCULATION OF EMPLOYEE HOURLY RATES - POLICE DEPARTMENT FY 2016/2017

		Job Classification:	Police Chief	Police Captain	Police Lieutenant	Dispatch/Records Supervisor	Records Clerk Admin & Maint
		Unit:	Police Chief	POA	POA	POA	
		Incumbent:					
		City Contribution					
Salary & Other Pay		Notes					
Base monthly pay			13,513.17	11,111.86	9,074.31	6,424.97	3,868.63
Uniform Allowance			83.33	83.33	83.33	-	-
Career step pay	% of base pay	1.00%	-	-	-	-	116.06
		3.00%	-	-	-	-	-
		5.00%	-	-	-	-	-
Management pay - monthly	Annual base hrs pd in lieu of leave - PERSable	120	675.66	555.59	-	-	-
PERSable pay		104	14,272.16	11,750.78	9,157.64	6,424.97	3,984.69
Executive pay - monthly	Annual base hrs pd in lieu of leave - NonPERSable	120	-	-	-	-	-
		80	-	-	-	-	-
Average monthly overtime	Usually taken as CTO		-	-	-	-	-
Flex pay	Pd mthly in lieu of health insurance		-	-	-	-	-
Total pay			14,272.16	11,750.78	9,157.64	6,424.97	3,984.69
Employee Benefits							
CalPERS Safety	% of PERSable pay	20.230%	2,887.26	2,377.18	1,852.59	-	-
CalPERS Miscellaneous	% of PERSable pay	32.487%	-	-	-	2,087.28	1,294.51
FICA	% of base pay	6.200%	-	-	-	-	-
Flex pay/City Contribution	City Health Contribution/Flex dollars		1,551.67	1,551.67	1,551.67	1,551.67	1,283.82
Workers comp insurance	% of total pay	4.85%	692.20	569.91	444.15	311.61	193.26
Unemployment insurance	% of total pay	1.00%	142.72	117.51	91.58	64.25	39.85
Medicare	% of total pay	1.45%	206.95	170.39	132.79	93.16	57.78
Total benefits	Benefits as % of Pay - Average: 48.79%		5,480.80	4,786.66	4,072.77	4,107.97	2,869.21
Total pay & benefits			19,752.95	16,537.44	13,230.41	10,532.94	6,853.90
Indirect cost allocation	% of total pay	0.00%	-	-	-	-	-
Total Monthly Employee Cost			\$ 19,752.95	\$ 16,537.44	\$ 13,230.41	\$ 10,532.94	\$ 6,853.90
Monthly Work Hours							
Base annual work hours			2,080	2,080	2,145	2,080	2,080
Less annual holiday leave	13 paid holidays per year	(104)	(104)	(104)	(104)	(104)	(104)
Less annual vacation leave	8.4 hrs accrued per pay period (26 pp/yr)	(208)	(208)	(208)	-	-	-
	8 hrs accrued per pay period	(218)	-	-	-	(218)	-
	7.704 hrs accrued per pay period	(182)	-	-	(182)	-	-
	7.00 hrs accrued per pay period	(200)	-	-	-	-	-
	6.8 hrs accrued per pay period	(177)	-	-	-	-	-
	6.2 hrs accrued per pay period	(161)	-	-	-	-	-
	4.704 hrs accrued per pay period	(122)	-	-	-	-	-
Less annual personal leave	Must be taken as leave per Misc MOU	(24)	-	-	-	-	(24)
Less average monthly CTO			-	-	-	-	-
Less annual sick leave	3.704 hrs accrued per pay period	(96)	(96)	(96)	(96)	(96)	(96)
Annual work hours			1,672	1,672	1,763	1,661	1,856
Monthly Work Hours	One-twelfth of annual work hours		139	139	147	138	155
EMPLOYEE HOURLY RATES - FOR COST RECOVERY PURPOSES			\$ 141.79	\$ 118.71	\$ 90.07	\$ 76.08	\$ 44.32

Attachment # 3

ORDINANCE NO. 670

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING ARTICLE 1, CHAPTER 5 OF DIVISION 8 OF THE UKIAH CITY CODE (BICYCLE LICENSING)

Whereas, the State of California has adopted a uniform bicycle licensing law, and

Whereas, it is necessary for the City of Ukiah to confirm its procedure for bicycle licensing to the state law.

Now, Therefore, the City Council of the City of Ukiah does Ordain as follows:

Section 1a. Section 7400 is amended by striking from the last sentence thereof the words plate and year. The word year is replaced with the word period.

b. Section 7401d is amended by striking therefrom the last word thereof.

c. Section 7402b is amended by pluralizing the word reflector found therein.

Section 2a. Section 7404 is repealed in its entirety.

b. Section 7404 is adopted as follows

Section 7404 - License required:

The license shall be issued for a term of Three (3) years from the first day of January of each and every Three (3) year period. Licenses due on January 1st shall be delinquent after January 31st, and all others shall be delinquent thirty (30) days after the due date.

Section 3. Section 7405 is amended to read as follows:

Section 7405 - Fees for registration, license and transfer; penalty

a. The fee for the registration and licensing of each bicycle shall be Three (3) dollars.

b. The fee for the re-registration in cases of lost licenses shall be One (1) dollar.

c. The fee for the registration of any transfer of ownership shall be One (1) dollar.

d. A One (1) dollar penalty shall be levied for registration and licensing after the delinquent date.

- e. License fee shall be pro-rated on a yearly basis by a reduction of One (1) dollar thereof per year of term expired.

Section 4. Section 7406 is amended to read as follows:

Section 7406 - Form of license and registration card:

The City shall provide State of California licenses numbered in consecutive order and shall also provide registration cards, with the name of said City printed thereon, numbered consecutively with space for the name of the licensee and for the name and serial number of the bicycle for which the license is issued.

Section 5. Section 7407 is amended by striking therefrom the word plate in its title and body.

Section 6a. Section 7408 is repealed in its entirety.

- b. Section 7409 is amended by renumbering it as Section 7408.
- c. Section 7410 is amended by renumbering it as Section 7409 and striking therefrom the word plate. The word license is hereby substituted for the 2nd plate as found in the body of the section.
- d. Section 7411 is amended by renumbering it as Section 7410 and further amending it by changing the time period stated therein to 10 days instead of 5 days.
- e. Sections 7412 and 7413 are amended by renumbering them as Sections 7411 and 7412.
- f. Section 7414 is amended by renumbering it as Section 7413 and further amending it by striking therefrom the word plate.
- g. Section 7415 is amended by renumbering it as Section 7414 and further amending it by striking therefrom the words plate and year. The word year is replaced by the word period.
- h. Section 7416 is amended by renumbering it as Section 7415 and further amending it by striking therefrom in the body of said section the number 7415 and substituting therefore the number 7414.
- i. Section 7417 is amended by renumbering it as section 7416.
- j. Section 7418 is amended by renumbering it as section 7417 and by amending it to read as follows:

Any violation of this article shall be considered an infraction.

100
PASSED AND ADOPTED this 21st day of May, 1975 by the following roll call vote:

AYES: Councilmen Simpson, Wood, Norgard, Councilwoman Pearson and Mayor Weinkauf

NOES: None

ABSENT: None

s/Gary M. Weinkauf
Mayor

ATTEST:

s/Hattie M. Tillotson
City Clerk

CITY CLERK

City Of Ukiah, California

Certified To Be A True And Exact Copy

6-23-76 Hattie M. Tillotson
Hattie M. Tillotson



ITEM NO.: 7c

MEETING DATE: June 15, 2016

AGENDA SUMMARY REPORT

SUBJECT: CONSIDERATION AND POSSIBLE ADOPTION OF AMENDED RESOLUTION ESTABLISHING FEES AND CHARGES UNDER CALIFORNIA PUBLIC RECORDS ACT FOR REQUESTED COPIES OF PUBLIC RECORDS

Summary: Council will receive a report and consider adopting a resolution that will amend the established fees and charges for copies of public records under the California Public Records Act.

Background: Under the California Public Records Act (PRA), Government Code Section 6253 allows the City to charge "fees covering direct costs of duplication." Council last reviewed the fees and charges for providing copies of documents on June 1, 2016, and adopted resolution 2016-37 (Attachment 1), fixing the fees as follows:

- No charge for up to 150 pages to a single request or multiple requests from same requestor in any three (3) month consecutive period;
- No charge for documents transferred from electronic media or scanned into a PDF format and emailed to the requestor or copied to a flash drive or other storage medium supplied by the requestor, provided that the time required to scan the documents is one-half (1/2) hour or less.
- For paper copies: \$.03/page for black/white copies and \$.07/page for color copies, plus the hourly cost to the City of the City employee operating the copy machine.
- \$.02/page for copies scanned to a flash drive or other storage medium to cover the cost of the copy machine or scanner plus the Employee Cost multiplied by the Copying/Scanning time.

Council requested to review the fees after a year's implementation. Since this resolution went into effect, the City Clerk's office has received 89 Public Record Act requests. Of those requests, 11 were billable under the resolution, totaling \$1,197.

Discussion: The Clerk's office found that the resolution did not adequately address the following items:

1. Copies of large miscellaneous documents, plans, and maps that *can* be copied in house on city equipment, were not specified. The rate established for "Other Plans" and "Misc Maps, Graphics and Reports" on the Planning & Building Permits and Services Fee Schedule adopted on June 1, 2016, through resolution 2016-30 (Attachment 2 – page 6 only) is \$5.00 - \$30.00. The City Clerk's office recommends adding a section for "...large miscellaneous documents, plans, and maps that

RECOMMENDED ACTION(S): Adopt amended resolution establishing fees and charges under the California Public Records Act for requested copies of public records.

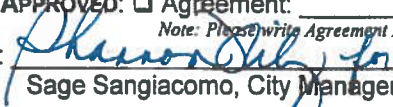
ALTERNATIVES: Do not adopt the resolution.

Citizens advised: N/A
 Requested by: N/A
 Prepared by/Contact: Kristine Lawler, City Clerk; *Note: David Rapport, City Attorney, wrote the original resolution*
 Coordinated with: N/A
 Presenter: Kristine Lawler, City Clerk
 Attachments: 1. Resolution 2016-37; 2. Resolution 2016-30, page 6 only; 3. Proposed Resolution (redline and clean)

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
 Sage Sangiacomo, City Manager

are not able to be copied on the 11 x 17 copier, but which can be copied in house on city equipment, \$5.00/page.”

2. Billing for the “hourly cost to the City of the City employee operating the copy machine” was a cumbersome and inconsistent billing mechanism due to the different rates for various employees, which made the same document cost different amounts depending on who was doing the copying. A more consistent rate was determined by using the lower employee rate and the following formula:

Regular Scan Sizes: 8.5 x 11; 8.5 x 14; 11 x 17:

- Hourly rate of Deputy City Clerk is \$41.63
- \$41.63 divided into 60 minutes = \$0.69 cents per minute.
- \$0.69 divided into 60 seconds = \$0.01 cent per second.
- Time to copy or scan one page = 1 second
- **Total Employee Cost for Copying and Scanning = \$0.01/ page**

3. By billing the Employee Cost by the page, this eliminates the need to keep a log, which also proved to take additional staff time; therefore, this section was removed from the resolution.

These changes are reflected in the amended resolution (Attachment 3 – redline and clean), which staff recommends adopting.

FISCAL IMPACT:				
Budgeted Amount in 17-18 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Reference No.
N/A	N/A	N/A	Yes ☐ No ☒	Resolution 2016-37

RESOLUTION NO. 2017 – 33

**AMENDED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
ESTABLISHING FEES AND CHARGES UNDER CALIFORNIA PUBLIC RECORDS ACT
FOR REQUESTED COPIES OF PUBLIC RECORDS**

WHEREAS,

1. In Government Code Section 6253, the California Public Records Act ("PRA") allows the City to charge "fees covering direct costs of duplication," when public records of the City are requested by members of the public; and
2. In City Council Resolution 2006-40, adopted on February 15, 2006, the City Council last established fees and charges for providing copies of documents under the PRA; and
3. Resolution 2006-40 fixed the fee at \$.10/page for copies and provided the option of copying the documents on to a compact disk ("CD") for \$3.00/disk; and
3. In the intervening ten years, the technology has changed and the use of the PRA has changed with requests often seeking hundreds or thousands of pages of documents; and
4. The City Council continues to support both the letter and the spirit of the PRA by making public records readily available to members of the public, while, at the same time, allowing the City to recover the costs allowed under the PRA, when the request places a significant demand on City resources;

NOW, THEREFORE, BE IT RESOLVED:

1. There shall be no charge for copies of documents as follows:
 - a. A total of 150 pages or less printed to paper in response to a single request or in multiple requests from or on behalf of the same requestor in any consecutive three (3) month period;
 - b. Documents transferred from electronic media or scanned into a PDF format and emailed to the requestor or copied to a flash drive or other storage medium supported by the City's computer system and supplied by the requestor, provided that the time required to scan the documents is one-half (1/2) hour or less.
2. For requests not covered by 1 above, the charge for public records is as follows:
 - a. For paper copies \$.04/page for black/white, and \$.08 for color, which includes the hourly cost to the City of the Deputy Clerk operating the copy machine (hereafter, "the Employee Cost" *see detailed formula below), which does not count the time to locate the document, remove the document from the file, prepare the document for copying, return the documents to the file and return the files to storage;

*** Regular Scan Sizes: 8.5 x 11; 8.5 x 14; 11 x 17:**

- Hourly rate of Deputy City Clerk is \$41.63
- \$41.63 divided into 60 minutes = \$0.69 cents per minute.
- \$0.69 divided into 60 seconds = \$0.01 cent per second.
- Time to copy or scan one page = 1 second
- **Total Employee Cost for Copying and Scanning = \$0.01/ page**

b. For copies scanned to a flash drive or other storage medium compatible with the City's equipment which is supplied by the requestor, \$.03/page to cover the cost of the copy machine or scanner, which includes the Employee Cost.

c. For large miscellaneous documents, plans, and maps that are not able to be copied on the 11 x 17 copier, but which can be copied in house on city equipment, \$5.00/page.

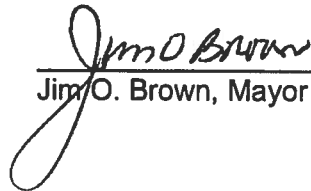
3. Where fees are required, the City can require a deposit prior to proceeding to copy or scan the documents and require full payment or make a required refund prior to furnishing the copies to the requestor.

4. Nothing in this resolution shall prevent the City Clerk from charging costs in accordance with Government Code Section 6253.9 or for the actual direct cost of making copies of documents that cannot be copied or scanned on City equipment (such as blue prints or other oversized documents) or require some other specialized copying or scanning.

5. This resolution shall become effective immediately upon its adoption and shall apply to PRA requests pending on the resolution's effective date.

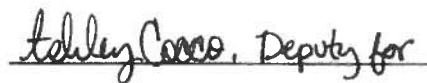
PASSED AND ADOPTED on July 5, 2017, by the following Roll Call Vote:

AYES: Councilmembers Scalmanini, Crane, Mulheren, Doble, and Mayor Brown
NOES: None
ABSTAIN: None
ABSENT: None



Jim O. Brown, Mayor

ATTEST:



Kristine Lawler, City Clerk

ITEM NO. 10a
 DATE: March 21, 2001

AGENDA SUMMARY REPORT

SUBJECT: PUBLIC HEARING AND ADOPTION OF RESOLUTION APPROVING USER FEE FOR LIVE SCAN FINGERPRINT PROCESSING

Recently, the City of Ukiah obtained a Live-Scan Fingerprint machine through a State of California Department of Justice Grant (DOJ). This grant provided approximately \$50,000 dollars in computer fingerprint equipment for our agency, at no cost to the City, for the purpose of transmitting juvenile, adult, and citizen-applicant electronic fingerprint records to the Department of Justice.

As a result of this recent grant, the Ukiah Police Department will provide applicant fingerprint service to the community on Wednesday, Thursday, and Friday from 8:00am to 12:00 noon and 1:00 pm to 5:00pm.

In preparation for this new service, Police Department staff has developed and instituted new fingerprint procedures for the collection of fees for the Department of Justice and the FBI. In addition, staff has conducted a survey of near-by agencies who charge a user fee for processing fingerprints and conducted an expense determination study to set an appropriate user fee for the community.

Based upon our cost study (see attachment 2), the Ukiah Police Department recommends a user fee of \$12.00, which is the same rate as the Mendocino County Sheriff's Office. A public hearing has been set on this issue to invite public comment on this fee prior to its establishment by the Council.

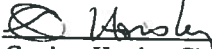
Once adopted, all funds for the processing of prints (user fee, DOJ and FBI fees) will be deposited into General Fund revenue account 100-0800-615-001, and all expenditures to the Department of Justice and FBI will be paid from that account on a monthly basis. Staff recommends adoption of the resolution.

RECOMMENDED ACTION: Hold Public Hearing And Adopt Resolution Establishing \$12.00 User Fee For Live Scan Fingerprint Processing.

ALTERNATIVE COUNCIL POLICY OPTION:

1. Determine user fee amount is to be different than \$12.00, identify desired amount, and adopt revised resolution.
2. Determine user fee is not to be charged, do not adopt resolution, and provide staff with an alternative action to recover the costs associated with this service.

Citizen Advised: N/A
Requested by: Ukiah Police Department
Prepared by: Chris Dewey, Police Captain
Coordinated with: Candace Horsley, City Manager, Gordon Elton, Finance Director, and John Williams, Police Chief
Attachments: 1. Resolution for adoption.
 2. Expense Determination Study.
 3. Survey of other Agency fees.

APPROVED: 
 Candace Horsley, City Manager

RESOLUTION NO. 2001-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
ESTABLISHING A USER FEE FOR LIVE SCAN FINGERPRINT PROCESSING**

WHEREAS, the City Council has the authority to set fees for services provided by the City of Ukiah; and

WHEREAS, the City of Ukiah Police Department has the capability to complete live scan fingerprinting for citizens, the California Department of Justice, and the Federal Bureau of Investigation; and

WHEREAS, the City of Ukiah conducted an expense determination study which identified the expense to provide this service as \$12.02, including personnel and material costs; and

WHEREAS, it is necessary and appropriate for the City of Ukiah to recoup the costs of General Fund services from those who receive the benefit of the specific service.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Ukiah does hereby establish a user fee of \$12.00 for Live Scan fingerprint processing; said fee to become effective immediately upon adoption of this resolution.

PASSED AND ADOPTED this 21st day of March, 2001 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Phil Ashiku, Mayor

Marie Ulvila, City Clerk

**Live Scan Program
Expense Determination Study**

Staff Time Requirements		Cost
Police Records Clerk		\$9.35
Duties:	Process applicant forms, accept payment, escort through facility, input computer data, roll live scan prints, provide proof of payment.	
Records Clerk Supervisor		\$1.64
Duties:	Audit live scan forms, account for payments, process DOJ and FBI fees, monthly accounting of fund balances, and monthly billing accounting.	
City Cashier		\$0.30
Duties:	Accounting and deposit of funds	
Finance Department		\$0.33
Duties:	Monthly billing and audit of DOJ and FBI billing, account audit.	
<u>Personnel Costs:</u>		<u>\$11.62</u>
Supply Costs:		\$0.50
Computer Maintenance, Phone Lines, Printer Costs, Misc. Supplies		
Total Costs:		\$12.12
<u>Recommended Processing Fee</u>		<u>\$12.00</u>

ATTACHMENT 3

County	Location	Hours	Rolling Fee
MADERA	Madera Co. Sheriff's Department 14143 Road 28 Madera, CA 93638 ☎ (559) 675-7770	Mon-Thurs 8:30 am-11:30 am (Appt. Only) Cash & Checks Accepted	\$ 5.00*
MARIN	Marin Co. Sheriff's Department 3501 Civic Center, Rm. 145 San Rafael, CA 94903 ☎ (415) 499-7286	Mon Tues Wed Fri 8:00 am-12:00 pm 1:00 pm-4:00 pm (Appt. Only) Cash & Checks Accepted	\$ 10.00*
MARIPOSA	Mariposa Co. Sheriff's Dept. 5099 Old Highway Mariposa, CA 95338 ☎ (209) 966-3615	Tues & Thurs 1:00 pm-4:00 pm (Appt. Only) Cash & Checks Accepted	\$ 5.00*
MENDOCINO	Fort Bragg Police Dept. 250 Cypress Street Fort Bragg, CA 95437 Contact Linda Iverson ☎ (707) 961-2800	Mon-Fri 10:00 am-11:00 am 3:00 pm-4:00 pm Cash & Checks Accepted	\$ 10.00*
	Mendocino Co. Sheriff's Dept. 589 Low Gap Road Ukiah, CA 95482 ☎ (707) 463-4411	Tues 1:00 pm-3:00 pm Wed 9:00 am-12:00 pm 1:00 pm-3:00 pm Cash & Checks Accepted	\$ 12.00*
	Willits Police Department 125 East Commercial Street Willits, CA 95490 ☎ (707) 459-6122	Mon-Fri 8:30 am-3:30 pm Cash & Money Orders Accepted	\$ 10.00*
MERCED	Merced Co. Office of Education 632 West 13th St. Merced, CA 95340 ☎ (209) 381-6619	Mon Wed Fri 8:00 am-5:00 pm (Appt. Only) Checks & Money Orders Accepted	\$ 10.00*

are above the minimum standards of the proposed policy.

She advised that this is an extremely complex issue and if the Council chooses to go forward with adoption of such an ordinance, staff would request that in order to reduce staff time and administrative costs, the requirements be based on the honesty system, where compliance is voluntary, and that the CFARs be exempt from the policy. She advised that staff spent approximately 92 hours on this project.

Mayor Ashiku inquired of Councilmember Smith if the Ukiah Valley Association for Habilitation receives City contracts.

Councilmember Smith explained that his employer, the Ukiah Valley Association for Habilitation, does not receive any contracts with the City at this time; however, they may be interested in bidding on services such as shredding. He discussed the status of his regular and trainee employees and inquired if they would be exempt.

Councilmember Baldwin recommended that Council hear the Public Hearing at this time, and then refer back to this agenda item to allow further public comment.

Consensus of Council was to continue this agenda item after the Public Hearing portion of the meeting.

10. PUBLIC HEARING (7:00 P.M.)

a. Public Hearing and Adoption of Resolution Approving User Fee for Live Scan Fingerprint Processing

Police Chief Williams explained that the City of Ukiah Police Department recently obtained a Live-Scan Fingerprint machine through a State of California Department of Justice (DOJ) Grant. As a result of this grant, the Ukiah Police Department will provide applicant fingerprint service to the community for the purpose of transmitting juvenile, adult, and citizen-applicant electronic fingerprint records to the DOJ. In addition, staff conducted a survey of nearby agencies that charge a user fee for processing fingerprints and conducted an expense determination study to set an appropriate user fee for the community. Based on this cost study, the Ukiah Police Department recommends a user fee of \$12.00.

Mayor Ashiku noted a typographical error in the Resolution submitted and that the third paragraph should read "Whereas, the City of Ukiah conducted an expense determination study which identified the expense to provide this serve as \$12.12, including personnel and material costs".

Public Hearing Opened: 7:06 p.m.

No comments received.

Public Hearing Closed: 7:06 p.m.

M/S Smith/Baldwin Adopting Resolution 2001-46, as amended, establishing a User Fee for live scan fingerprint processing in the amount of \$12.00, carried by the following roll call

vote: **AYES:** Councilmembers Larson, Smith, Libby, Baldwin, and Mayor Ashiku. **NOES:** None. **ABSENT:** None. **ABSTAIN:** None.

11. UNFINISHED BUSINESS

11b. Discussion and Possible Action Regarding Living Wage Policy and Ordinance

Councilmember Baldwin inquired of staff if seasonal employees of the City would be exempted from the proposed ordinance if they were under 18 years of age or students.

City Manager Horsley explained that if they are under 18 years of age they could be exempt, however, many of the seasonable employees are college students for the WSI and the lifeguard positions. She did not know what percentage of those employees are under 18 years of age.

Councilmember Baldwin referred to the city of Corvallis' rules regarding the record keeping, complaint process, and penalty section, and noted that it is not totally voluntary; that some reporting takes place.

He reminded Council of the basic premise that no one who works full time should live in poverty. Also, the City of Ukiah shouldn't be using tax dollars to pay any full time worker less than what it takes to live decently in Ukiah. The proposal is for \$8.75 per hour with health benefits and \$10.00 without benefits. He advised that research has demonstrated that most of the fears regarding such an ordinance have not played out; such as increase to city budgets, fear that local businesses won't bid on service contracts, and that private providers have had to lay off employees. He continued with discussion of favorable reports from the other cities concerning the results of their living wage ordinances.

He discussed the affects on non-profit agencies and consideration should be made as to whether non-profit agencies should pay less than a living wage. He suggested that there be a special section for non-profit organizations in the ordinance that it reads "A non-profit organization qualifying as a CFAR shall be required to come into compliance with the standards contained herein within four years by raising the wages of their substandard employees 25% of the difference between their present pay and the standard wage prescribed herein on an annual basis, factoring in the living wage adjustments as they occur and based on the approved Consumer Price Index. That a non-profit shall be exempted completely from this section if employees fewer than seven employees for each of 20 or more weeks in the current year, or if the salary ration between the highest paid and the lowest paid employee is less than 3.75 to 1." It was his belief that since fewer than 33% of the private employers have more than five employees, that Council consider exempting businesses that have fewer than seven employees, rather than 10. He also felt there should be a waiver process that would include trainees, interns, and long-term unemployed and be part of the hardship consideration.

Councilmember Libby questioned Councilmember Baldwin as to how he would address the issue of the City's procedure to use open Purchase Orders (PO) with the chain stores. Many of these stores pay minimum wage and provide no benefits. The City does not have a contract with the stores, only a PO. She raised the issue of fairness.

Councilmember Baldwin responded that the living wage ordinance would only apply to those that received City financial aid or have service contracts. This aspect may have a significant impact in terms of monitoring and compliance factors regarding staff time.

Councilmember Smith advised that most of CFAR's funds do not represent 100% of their budget, and in most cases it is only a small portion of their budget. Most non-profit agencies would love to pay well above the \$8.75 wage to obtain and retain qualified employees to perform the jobs. However, they do not have the funds to pay this wage and to pay health insurance and other benefits. As an employee of a non-profit agency, he recently was told that they need to plan on a 20% increase in health insurance premiums for the coming year. They pay higher than the \$8.75 wage and provide full health benefits. Not all non-profit agencies are in a position to do that and it is a continuous fight to raise funds to meet the daily expenses. He was not in favor of an ordinance at this time, especially when most of the businesses are currently meeting the proposal and if it may result in increased cost to the City or perhaps to those contracts.

Mayor Ashiku explained that the impact to part-time employees would result in \$55,000 to the City's General Fund. He discussed his concern with the annual allocations to non-profit agencies being reduced in order to increase the wages of part-time City employees. He was not supportive of an ordinance and noted that people have a choice as to their employer and the matter concerns the contractual relationship between an employer and employee. He was opposed to interfering with that relationship. He discussed the functions of other CFAR's and felt that the non-profit agencies will have less money to provide direct services to the needy people they serve because of compliance with this proposed ordinance.

Councilmember Smith explained that the general business community sets the prevailing wages in the community. We should rely on them and recognize the situation of Masonite closing which will have a significant impact on wages in the community with the loss of 262 people trying to find jobs.

Councilmember Libby advised that she has been an active supporter of small business and employees. She didn't feel the living wage ordinance addresses the real problems in Ukiah as far as wages and benefits. She sees the living wage ordinance more as a political movement that will drive up government costs. You can't bring legislation into Ukiah from metropolitan areas and try to retrofit it to Ukiah.

Mayor Ashiku felt the solution is to create jobs, which would solve a lot of the problems in the community. In the past year new industries have been added to the community and felt it is the type of action that creates opportunity and better wages.

Councilmember Larson proposed that Council direct Staff to prepare an ordinance or resolution, as appropriate, to require businesses contracting for goods or services with the City to submit a questionnaire with information regarding their wage standards.

Lynn Hoomalu, Ukiah, explained that many businesses in Ukiah pay less than \$8.75 per hour but provide health care, paid leave, and paid holidays. When added together, their hourly wage is more than \$8.75.

Al Beltrami, representing the Mendocino Employers Council, advised that if the City is interested in the amount of wages paid, they may consider the League of California Cities' effort to support AB181, which will require that the minimum wage of \$7.25 be effective in the year 2003, and increased in subsequent years. The minimum wage would then be adjusted annually based on the Consumer Price Index (CPI).

Laura De Lovato, Executive Director of the Ukiah Community Center, explained that many non-profit agencies would like to increase wages, however, they are unique in that they do not charge for services and depend on donations to operate. Donated income may have restrictions toward salaries, making it difficult to increase salaries for those working for the program. She explained the funding sources and expenses of the Ukiah Community Center.

Terry Poplawski, 612 Walnut Avenue, explained that he is a member of the Mendocino County Coalition Effort. He commended staff for their research on the matter and felt that a living wage ordinance is a worthwhile endeavor. He discussed educational activity about living wages to bring to the forefront of the community.

Zohar Zaled, 619 North Pine Street, questioned why the City spends money at local chain stores that have low wages, rather than locally owned businesses that pay more.

M/S Larson/Baldwin directing staff to prepare an ordinance or resolution, as appropriate, requiring all businesses or organizations that conduct business with the City to provide information as to whether they pay living wages to their employees, based on the criteria discussed.

Councilmember Baldwin felt that this motion is the least we can do as a movement towards a voluntary living wage concept for the City. He expressed his disappointment that Council is not considering a living wage ordinance.

Councilmember Smith explained that, based on the information provided in the Staff Report, the majority of the businesses that the City contracts with are meeting the goals of the proposed ordinance. By introducing an ordinance, we would not be changing a great deal except maybe introducing some costs to the businesses and the City. He questioned what new information would the City gain by passing the proposed motion.

Mayor Ashiku explained that he is opposed to the motion because he felt it would become cumbersome and require businesses to become familiar with this proposal that does not have the majority of Council's support at this time. It would also require businesses to submit compliance reports to the City and for staff to analyze the data.

Motion failed to pass by the following roll call vote: **AYES:** Councilmembers Larson and

Baldwin. **NOES:** Councilmembers Smith, Libby, and Mayor Ashiku. **ABSENT:** None.
ABSTAIN: None.

Mayor Ashiku thanked the City Manager and Staff for their thorough analysis.

11. UNFINISHED BUSINESS

11c. Approval of Fire Subcommittee Members and Authorization to Negotiate with Ukiah Valley Fire District and California Department of Forestry for Fire Service Consolidation

Interim Fire Chief Grebil thanked Council for attending the Special Meeting of March 8, 2001 with the Ukiah Valley Fire District (District). At the March 14, 2001 District meeting, a motion was approved supporting the Joint Powers Agreement (JPA) concept to include participation in sub-committee meetings. District President Gattenberger will appoint two members each of the regular and volunteer firefighters from the District to the sub-committee.

Councilmembers Larson and Baldwin volunteered to serve on the sub-committee, with **Councilmember Libby** as an alternate.

City Manager Horsley explained that approximately two meetings would be needed to discuss issues related to how the JPA would be set up.

Chief Grebil noted that it is preferred that the meetings be held on Wednesday, beginning at 4:00 p.m.

Recessed: 7:57 p.m.

Reconvened: 8:10 p.m.

12. NEW BUSINESS

12a. Discussion of Wood Stoves – Vice-Mayor Baldwin

Councilmember Baldwin explained that he is bringing the matter to Council's attention after a request from Suzanne Pletcher of Ukiah. He stated that no one is suggesting any form of ban on wood stoves, but would like to look at proposals that may improve air quality, particularly during the winter months, related to new construction, remodels, an advisory or mandatory "Spare The Air Day" based on the air quality, and issues related to gas appliances being converted to wood stove appliances. Staff assisted with a brief report, which he read to the audience. The Reports states that the Mendocino County Air Quality Management District (District) does not have an ordinance regulating wood burning stoves.

Planning Director Stump advised the Implementation Measure OC-38.1 (d) in the General Plan is essentially completed. Item "b" in the Measure, "install only EPA-certified wood stoves, fireplace inserts and pellet stoves". This even applies to remodels if the contractor is proposing a wood stove appliance, then it must be EPA-certified. He noted that 99.9% of the appliances that are proposed are EPA-certified with catalytic converters, etc. At the present time, the City is not requiring conversion of old wood burning stoves.

Councilmember Larson inquired if there is currently a City ordinance or restriction concerning the installation of non-EPA approved appliances.

Mr. Stump explained that although there is no City ordinance, however, there are Uniform Building Code requirements that require an EPA-certified stove. He described the differences between a fireplace insert and a pellet or wood stove, as well as a masonry fireplace.

Mayor Ashiku inquired about the status of Implementation Measure 38.1 (b) and (e) and if the District has proposed any regulations.

Mr. Stump advised that, to his knowledge, the District has not proposed any measures. With regard to Measure 38.1 (e), he explained that this Measure speaks to a regional approach to the issue. He felt the City should rely on the expertise of the District for technical information relating to a perceived problem that would possibly lead to regulation. There has to be a partnership.

City Manager Horsley noted that through the City's General Plan and the attached air quality conditions that were prepared for the Mendocino County Air Quality Management District, there are agreements between the three agencies to complete some of these measures. It was her belief that the District was the lead agency at the time to do some of the programming and planning. She referred to the Air Quality Study which addresses possible actions for residential wood combustion, such as assistance rebate programs for older stoves that do not meet EPA standards, as well as the insulation of better performing wood burning devices for low income households. These are some of the items that the three agencies would need to coordinate their efforts.

Councilmember Baldwin advised that if it is verified that this particular type of pollution is dangerous, we should move forward to help the situation.

Dean Wolbach, Senior Air Quality Specialist for the Mendocino County Air Quality Management District advised that he is present on behalf of Phil Toll, APCO. The District has progressed in some areas, but not nearly as fast as they would like. He advised that the air quality in Ukiah is very good and has been improving over the past 10 years, but has declined marginally in the last two years with regard to particulate material. The District feels that, as growth continues, more and more problems will be seen. They are encouraged by the City's efforts to look at this issue and possibly take action. The District continues to gather information for their Board, and once their General Plan has been approved, their Board will provide them direction with regard to further regulation. In any case, unless they make more stringent regulations than Ukiah, there is no prohibition for Ukiah to set their own standards and there is nothing that the District would do to overwrite it.

Ms. Horsley referenced the Criteria Pollutant Emission and Air Quality Table for Mendocino County, attached to the Staff Report, for PM10. She inquired as to the

fluctuations in numbers.

Mr. Wolbach explained that when the District has exceedences on one or two days, one causes may be attributed to wildfires, especially in 1994 and the 1997, as well as the year 2000. Also when there is an especially cold winter, there will be an increase. There may be an increase in the year 2001 because there will be an extensive amount of prescribed burning for safety and fire prevention reasons and for an increase in agricultural and forest management burning. He is currently in the process of preparing a Smoke Management Program and Plan to attempt to mitigate those impacts from these types of burning.

Mayor Ashiku inquired if there is any raw data on actual exceedence during the winter months that are directly related to residential wood burning.

Mr. Wolbach explained that they are currently taking samples of each time they measure an exceedence, and analyzed to determine their major components, and then a random number of samples that are below exceedence levels and analyze them. In every case where they have exceedence, there is a much higher level of wood smoke type material present. He felt that the problem in the Ukiah Valley during the colder months concerns an inversion layer that traps smoke at night fairly low down to the valley floor.

Mayor Ashiku noted that in light of all these problems, he did not understand why the District is waiting for the Board of Supervisors to move forward with their General Plan. He felt it is a regional problem.

Mr. Wolbach explained that although it is a regional problem, it is not at a problem level that triggers both a state and federal emphasis, which translates to the funding they receive. The District is hopeful they can work with the City to get a jump on some of these things before they get to the point of where the federal and state agencies say they must find a solution, and provide funding to do it.

Suzanne Pletcher, 1385 Yokayo Drive, discussed problems with smoke from wood stoves causing pollution problems in her neighborhood, which is densely populated. She felt it is a serious public health issue and it directly impacts Ukiah's neighborhoods. She explained that the idea is not to ban fireplaces and woodstoves, but to reduce their impact. In an effort to be constructive, she offered four ideas from other cities, which she provided to Council:

1. Establish a loan or grant program to help homeowners, particularly those who burn wood to heat their homes, upgrade to cleaner burning appliances.
2. Establish a phone number that citizens can call when they are concerned about excessive smoke in their neighborhood. Mail information to all households in the neighborhood. If the complaint is about one home, work with the homeowner to solve the problem.
3. Either require that smoke from chimneys or stovepipes be light (less than 40% opacity) or pass an ordinance that requires new construction and remodels to incorporate low-emission fireplaces and woodstoves.
4. Many people in Ukiah use their fireplace or woodstove for special occasions. If they

could look in the air quality section of the local newspaper and see a symbol that it is okay or not okay to burn, then they can make responsible choices.

She explained that wood smoke is particularly harmful to children and requested that Council consider monitoring the area near Nokomis School during the winter months, as well as the proposed new school site on South State Street. She continued to discuss the health problems she has had and those of her family.

Park Steiner, Environmental Consultant from Potter Valley, advised that he was involved in getting the County to enact a burn ban ordinance for trash barrels and the process took over two years. He explained that Mendocino County residents are notorious for burning their trash in wood stoves. He discussed the content of PM10's. There is a high level of toxicity in trash burning because of incomplete combustion of plastics. He suggested another item should be added to the list presented by Mrs. Pletcher that a very strong repetitive public education campaign be established to alert citizens of what they can and should not burn. Once awareness has been established, there will be significant improvement.

Tim Pletcher, 1385 Yokayo Drive, stated that the issue concerns negative environmental and adverse health affects to the community at large. He discussed problems related to the growth of Ukiah and felt the City should be proactive regarding the situation. He recommended initiating a rebate program as well as an educational program for the community.

Hiawatha Blake, 517 South Oak Street, felt that wood smoke might have contributed to his family's ongoing health problems. He is supportive of an ordinance that would improve the quality of wood burning appliances in new homes.

Dotie Copeland, 1240 North Pine Street, stated that she lives next door to a home that burns garbage and plastic in their fireplace.

Councilmember Baldwin recommended that Council take the lead to improve the air quality of the community.

Councilmember Baldwin inquired if a woodstove needs to be hooked up and in place with new construction projects.

Mr. Stump explained that the Building Inspector makes sure that the construction project is completed according to the approved set of plans.

City Manager Horsley inquired if there are any timeframes or plans for when the District would be able to implement some of the programs, based on the General Plan and study.

Mr. Wolbach explained that this issue is currently under debate within their office. One of the first issues they will look at is what the outcome will be as they work on development of the Countywide General Plan this summer. The District will need to rely on the guidance of

the Board of Supervisors before they take action.

City Manager Horsley explained that educational information concerning not burning garbage could be included in the City's newsletter and posted on the City's Web Page. There would not be any cost associated with this type of service. However, if additional mailers were needed, then postage would be the greatest cost.

Councilmember Smith felt Council should direct Staff direction to provide information to the public that would include incentives for the District to move forward in this direction as well.

Mayor Ashiku inquired about the status of the County regarding implementation measures for the Ukiah Valley Area Plan.

Mr. Brown explained that a lot of the implementation measures related to air quality have been trimmed back and the Board would like to focus on those that they feel will be accomplished. He was of the understanding that there is a measure requiring all primary dwellings to have a primary source of heat that is not a woodstove. Although there is some wording related to energy efficiency, it is not as clearly defined as when the City reviewed sections related to wood combustion.

Councilmember Baldwin felt if the City took a leadership role in the matter it might motivate the other agencies to do something similar. He recommended that Council direct Staff to work with Mrs. Pletcher's concepts, and the Petaluma ordinance, and return in three months to Council with options for wording of an ordinance.

Councilmember Libby felt an educational program by the City would be most beneficial. She discussed helping those that are economically disadvantaged and noted these same people are trying to reduce their gas and electric bills. She was not supportive of banning the use of woodstoves in Ukiah.

City Attorney Rapport advised that the City does not need to enact an ordinance to implement some of the items discussed. He will investigate regulations concerning new construction.

Mayor Ashiku was of the opinion that there is a health issue during the winter months related to an air quality problem as far as particulates. He discussed encouraging public awareness and public education programs. He inquired about an exchange-out program and the costs involved.

Councilmember Smith explained that, according to the Ukiah Valley General Plan and the Growth Management Program, implementation measures 03-38.1 (e) would accomplish this concept. He would like to see direction to include incentives to voluntarily retrofit existing homes containing older, highly polluting woodstoves and fireplaces, with the EPA-certified burning appliances. This would be in cooperation with the City, County, and Mendocino County Air Quality District.

Mendocino County Board of Supervisor Shoemaker, 1379 Beacon Way, advised that his neighborhood is highly impacted by wood smoke, and he noted that he owns a wood stove. He discussed a committee that he served on last year that directed the District to find state funds for this situation. He recommended Council should contact the League of California Cities, Redwood Empire Division, with their concerns related to this issue, and solicit additional support from other rural cities. With this support, the issue could be taken to the state representatives as part of California's energy crisis, and perhaps the state would provide funds. Currently, it costs approximately \$1,500-\$3,500 to retrofit an old woodstove.

Mayor Ashiku advised that Mrs. Pletcher has presented constructive solutions. A volunteer and educational approach related to the issue is needed. He also felt the concept of meeting on a regional basis would be beneficial and to request funding from the state. He proposed that Council direct staff to pursue the concept of an educational campaign with the City's current mailers to bring about awareness of issues with wood smoke, what we can do as citizens to reduce impacts voluntarily, and to work on a regional solution to meet with cities within Mendocino County, the Board of Supervisors, and the District to develop regional strategy to improve air quality as mandated in the City of Ukiah's General Plan. The City could then pursue options with the League of California Cities and state representatives for funds for a retrofit change-out program. As part of the informational campaign, staff would provide information to Council related to a strategy to utilize media resources to bring about awareness and to publicize the hot line available through the District so people could be informed about conditions that lead to poor air quality. He did not think an ordinance is appropriate at this time.

Councilmember Libby requested Staff to look into what citizens can do on a volunteer basis and on an educational basis. She opposed an ordinance at this time and felt current regulations are sufficient. It was her hope that the District Board could be more active.

Mayor Ashiku stated that he felt this is a health issue and thanked Mrs. Pletcher for bringing the matter before Council. He felt there is a need to work toward solving this problem and to educate the public.

Councilmember Baldwin felt the District does not have a significant ordinance to enforce. The City's General Plan states that the City "may" act in several sections. It does not say that we need to wait for another agency to act first. He felt there might be a need to use funds from the Narcotics Task Force to enforce City ordinances related to planning, zoning, and environmental regulations.

Consensus of Council was supportive of direction to Staff to develop an educational program, interfaced with County agencies, and work towards a legislative solution as far interfacing with state representatives through the League of California Cities to obtain funds on a regional basis regarding the matter. **Councilmember Larson** opposed the recommendation to staff.

Recessed: 9:41 p.m.
Reconvened: 9:56 p.m.

12. NEW BUSINESS

12b. Adoption of Resolution Approving a Pre-Application to the Economic Development Administration for Airport Terminal Remodel Grant

Assistant Airport Manager Richey advised that at the previous meeting, the City Council approved a contract for architectural services for the preparation of a pre-application to the Economic Development Administration (EDA) for grant funds for the remodel and upgrade of the Airport terminal and administration buildings. In order to submit that application, EDA requires the City Council also adopt a resolution supporting the project and authorizing the pre-application. Architectural renderings would be available next week.

M/S Smith/Libby Adopting **Resolution 2001-47**, Authorizing pre-application to the Economic Development Administration for upgrade and remodel of the Airport terminal and administration building.

Community Development Director DeKnoblough explained the funding for the project and that the City would receive 60% of the cost of construction and the remaining 40% would be from EDA through a Rural Development Corporation loan. It would be a 40-year loan and funding would come from the Enterprise Fund at the Airport.

Councilmember Baldwin was of the opinion that the project is too costly and grandiose.

Motion carried by the following roll call vote: **AYES:** Councilmembers Smith, Libby, and Mayor Ashiku. **NOES:** Councilmembers Larson and Baldwin. **ABSENT:** None. **ABSTAIN:** None.

12. NEW BUSINESS

12c. Discussion and Selection of Alternative Way of Spending Remaining KMART Air Quality Mitigation Fund

Planning Director Stump advised that when the Big Kmart store was built in 1994, one of the conditions of approval placed on the project was that Kmart would pay into an Air Quality Offset Fund in the amount of \$36,250. This money was paid and the Council, at that time, determined that \$19,800 from the fund would be spent on preparation of a Master Bicycle/Pedestrian Plan (Plan), and the remaining \$16,450 would be used for grant matching funds for implementation of the Plan. The "Walk and Roll Coalition", a local bicycle advocacy group has approached staff with an alternative way to spend the \$16,450. They feel that the \$16,450 by paying a consultant to prepare grants for the City to secure money to implement the Plan. Staff is supportive of this approach because of the lack of staff time available to spend on grants. He recommended allocating \$10,000 for consultant assistance and reserving \$6,450 for either grant matching funds or continued consultant assistance if "no-match" grants are pursued.

Councilmember Larson advised that in excess of \$100,000 is available in STIP funds through MCOG for bike and pedestrian purposes. He noted that a new cycle is coming up

soon and the City should receive 5% of between \$15 and \$10 million. This is a potential source for grant funding that could be pursued.

Chris Brown, Mendocino County Air Quality Management District, advised that he serves on the Technical Advisory Committee for MCOG and explained that the deadline for bicycle and pedestrian grants for STIP funding is May 30, 2001 and more than \$500,000 is available in that cycle.

Discussion followed concerning the matter. It was noted by staff that the projects would be prioritized and be reviewed by Council. There was also discussion concerning the cost for a consultant, depending on the type of grant. The contract for the consultant would be structured carefully.

Jennifer Puser, 309 Jones Street, advised that she spoke to Mike Jones from Alta Consulting and he advised her that there would be three or four important grants available soon. She explained that grants available, other than MCOG, include a Federal and State Bicycle Lane Account.

Sanjeev Balajee, Ukiah, explained that he is an avid bicyclist year-round. He stressed the importance of moving forward to obtain more bike lanes in Ukiah with a primary concern for safety. He discussed statistics for traffic related fatalities that involve pedestrians and bicyclists and environmental health benefits to the community.

Mr. Brown explained that MCOG and the state Bicycle Lane Account looks for matching funds. A State Bicycle Lane Account can be matched with MCOG money. A consultant can match one account with another and make the process work more easily. He advised that bike and pedestrian lanes could also be used for those individuals using a wheelchair, pushing a stroller, and for those using electric mobility carts.

Paul Andersen, 309 Jones Street, explained that the Ukiah Police Department was asked to develop pedestrian/bicycle injury statistics. He is supportive of bicycle and pedestrian safety and felt the community is also supportive of bike lanes and improvements to pedestrian walkways.

M/S Smith/Ashiku directing Staff to use up to \$10,000 of the remaining Kmart Air Quality Funds for consultant assistance for grant writing services.

Discussion followed concerning the amount of money to allocate for consultant services.

M/S Smith/Ashiku amending the motion to include that \$6,450 is allocated for either grant matching funds, or continued consultant assistance if "no-match" grants are pursued.

Motion carried by the following roll call vote: **AYES:** Councilmembers Larson, Smith, Libby, Baldwin, and Mayor Ashiku. **NOES:** None. **ABSENT:** None. **ABSTAIN:** None.

12. NEW BUSINESS

12d. Consideration and Adoption of Resolution Revising Compensation for City Clerk

City Manager Horsley explained that annually the City Manager discusses the performance of the City Clerk and proposes a compensation increase, as was directed by Council several years ago. An on-going concern is the fact that since the City Clerk is elected, there are no prerequisite skills required in order for a person to run for that position. She proposed to the City Council that one method to adjust for various skill levels of a City Clerk is to provide a 5-step range within which the City Council, based on the job performance of the City Clerk, may place the City Clerk. There is a 5% difference between each step. These steps are also equivalent to the Administrative Secretary classification within the City, but at a 32-hour level.

The City Clerk's current annual salary is \$20,862, and based on her job performance of the job duties and functions, and the time that she has been in this position, she recommended the City Clerk's compensation be increased to Step C, which is \$23,000 annually. She received some information that perhaps more detailed criteria would be preferred by Council as to what level has to be reached to achieve each step. Upon direction by Council, staff can bring that information back to Council at a later date.

Councilmember Larson was of the belief that some objective criteria should be established that sets a standard by which Council needs to hold itself in judging the performance of the City Clerk or other elected officials. Because the political option of punishing another elected official through a low rating is available to the Council, there should be some measure of accountability. He noted his concern that Council is passing judgment on another elected official.

Councilmember Smith referred to the proposed resolution in which it states that during the budget process, the City Manager will perform an evaluation of the City Clerk. Since the City Clerk is an elected position, the real evaluator should be the public that elected the official.

Mayor Ashiku discussed the responsibility of the City Manager being charged with the evaluation of the City Clerk because she works with the City Clerk on a daily basis.

Councilmember Baldwin discussed the situation if an unskilled person were elected to the City Clerk's position, their salary would begin at Step A, as proposed.

Councilmember Libby stated that she is disturbed by the effort to pay the City Clerk based on skills established for City employees. She explained that if the City Clerk gets behind in her duties, she gets help from staff. As an elected official, she makes her own hours and takes time off when she wants. She did not think an annual salary raise is necessary, like an employee, and should not be tying this elected office to the salary of City employee classifications.

Mayor Ashiku explained that the public spoke to the issue of whether they wanted the City Clerk to be elected or appointed. The determination of salary, merit pay increases, and

performance evaluation, is under the purview of the City Council. City Clerk's have considerable training beyond a high school graduate. The position is very demanding and technical. He felt the City Clerk does a good job of keeping Council informed regarding political filings and other legal matters. He felt it is fair, and the only way to consider compensation is to compare it to comparable work and the hours required. He concurred with the City Manager's findings that the City Clerk has performed her function and has demonstrated throughout the years her capacity to perform these functions very well. He felt that the matter can become politicized by having the City Council do the direct evaluation of the City Clerk and is best handled by the City Manager.

M/S Smith/Baldwin Approving the step levels as presented in the Staff Report, and Adoption of **Resolution No. 2001-48**, Approving Compensation for City Clerk; carried by the following roll call vote: **AYES:** Councilmembers Larson, Smith, Baldwin, and Mayor Ashiku. **NOES:** Councilmember Libby. **ABSENT:** None. **ABSTAIN:** None.

13. CITY COUNCIL REPORTS

Councilmember Smith reported that he attended the annual dinner for the Main Street Program and both he and Assistant City Manager Fierro received certificates of appreciation. The City also received a certificate of appreciation.

Councilmember Libby reported that the Sun House Board of Trustees met and there was discussion about having a museum café. The Board decided that if this is something the City would like to pursue, it should be a City action and not a Sun House Guild action. Dr. Marvin Trotter provided a presentation to the Chamber of Commerce concerning the Community Recreation Center today. He will be coming before the City Council with a presentation on the status of the Recreation Center and requesting Council's support for this project.

14. CITY MANAGER/CITY CLERK/DIRECTOR REPORTS

City Manager Horsley advised that the California Integrated Waste Management Board is doing a Food Diversion Workshop at the Arcata Community Center. She provided information to Council on the Workshop. She also had a draft electricity update from the Public Utilities Department, as requested by Council, concerning the rolling blackouts, conservation, and what can be done. This will be distributed to the public in May. She requested Council's comments prior to reproduction. She noted that the Commissioner Appreciation event would take place on June 10. This event will be combined with the Concert Series. This is the 10th year for the Concert Series and there will also be an announcement that it is the 125th anniversary for the City.

City Clerk Ulvila reminded Council that FPPC Form 700, Statement of Economic Interests must be filed in her office by the deadline.

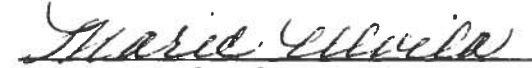
Mayor Ashiku announced that he and Councilmember Smith would be attending a NCPA meeting tomorrow and solicited Council's input.

15. CLOSED SESSION

None.

16. ADJOURNMENT

There being no further business, the City Council meeting was adjourned at 10:48 p.m.

A handwritten signature in cursive script, reading "Marie Ulvila", written over a horizontal line.

Marie Ulvila, City Clerk

MINUTES OF THE UKIAH CITY COUNCIL
Regular Meeting
Wednesday, March 21, 2001

The Ukiah City Council met at a Regular Meeting on March 21, 2001, the notice for which had been legally noticed and posted, at 6:30 p.m. in the Civic Center Council Chambers, 300 Seminary Avenue, Ukiah, California. Roll was taken and the following **Councilmembers were present:** Larson, Smith, Libby, Baldwin, and Mayor Ashiku. **Staff present:** Airport Manager Bua, Community Services Director DeKnoblough, Police Administrative Captain Dewey, Finance Director Elton, Assistant City Manager Fierro, Interim Fire Chief Grebil, Personnel Assistant Giuntoli, Personnel Officer Harris, Risk Manager/Budget Officer Harris, City Manager Horsley, City Attorney Rapport, Assistant Airport Manager Richey, Planning Director Stump, Police Chief Williams, Battalion Chief/Fire Marshal Yates, and City Clerk Ulvila.

2. PLEDGE OF ALLEGIANCE

Councilmember Libby led the Pledge of Allegiance.

3. PROCLAMATION

3a. Designating April 2001 as MTA Month in Recognition of MTA's 25th Anniversary
Mayor Ashiku read the proclamation designating Thursday, April 12, 2001 as Mendocino Transit Authority (MTA) Day in Ukiah and called upon all citizens to examine their personal transportation options to become more aware of and more active in advocacy efforts to promote public transit in the City of Ukiah.

Steve Turner accepted the Proclamation on behalf of MTA and discussed how MTA has grown during the past 25 years. MTA is looking forward to developing a transit center at the north end of the City.

4. INTRODUCTION

4a. Marge Giuntoli, Personnel Assistant

Personnel Officer Harris introduced Marge Giuntoli as the City's new part-time Personnel Assistant. She will be providing the Personnel Department with assistance, primarily in the areas of employee recruitment and insurance benefits.

Marge Giuntoli stated that it's nice to be back working for the City with familiar people.

5. PRESENTATIONS

None.

6. MINUTES

6a. Regular Meeting of February 21, 2001

Councilmember Baldwin noted a correction on page 9, third paragraph, that should read: "Councilmember Baldwin inquired if we continue collecting the Public Benefits Charge, how would it affect Mr. Barnes' projections for the future?"

M/S Larson/Baldwin approving the Regular Meeting minutes of February 21, 2001 as amended; carried by the following roll call vote: **AYES:** Councilmembers Larson, Smith, Baldwin, and Mayor Ashiku. **NOES:** Councilmember Libby. **ABSENT:** None. **ABSTAIN:** None.

6. MINUTES

6b. Special Meeting of March 1, 2001

M/S Baldwin/Smith approving the Special Meeting minutes of March 1, 2001 as presented, carried by the following roll call vote: **AYES:** Councilmembers Larson, Smith, Libby, Baldwin, and Mayor Ashiku. **NOES:** None. **ABSENT:** None. **ABSTAIN:** None.

7. RIGHT TO APPEAL DECISION

Mayor Ashiku read the appeal process.

8. CONSENT CALENDAR

M/S Smith/Larson approving items a through e of the Consent Calendar as follows:

- a. Approved Disbursements for Month of February 2001;
- b. Approved Extension of Lease with the State of California Department of General Services on Behalf of the California Department of Forestry for a Portion of the Ukiah Regional Airport;
- c. Approved Right-of-Way Agreement Renewal with Louise Younce for FAA/Airport Beacon;
- d. Approved Amendments to Contract with Jeff McMillen for Golf Professional Services;
- e. Approved Budget Amendment for the Completion of Urgency Repairs to the Grace Hudson Museum.

Motion carried by the following roll call vote: **AYES:** Councilmembers Larson, Smith, Libby, Baldwin, and Mayor Ashiku. **NOES:** None. **ABSENT:** None. **ABSTAIN:** None.

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No one came forward to address Council.

11. UNFINISHED BUSINESS

11a. Status Report on West Hills Management Plan

Battalion Chief/Fire Marshal Yates explained that since the Fire Department's last update to Council on the status of the fire hazard reduction program in the western hills, there have been about 35 days of work from the crews at Parlin Forks Conservation Camp. The project last year began at Low Gap Park and wound through the area west of Maple Avenue and Valley View Drive. This year, the program picked up along the southern boundary of the park and the crews have been progressing south. The fuel break is about a mile long and between 50 and 300 feet wide. This variation of width is a reflection of the type of varying vegetation and the terrain.

They are currently working in the area adjacent to West Standley Street. The plan is to next move the crews to around the 300 block of South Highland Avenue and to start working north. This portion will tie into the southern side of the Standley Canyon draw.

Some delays in their work schedule have been related to weather, higher priority projects, and also no burn days. All of the property owners in the area of the fuel break have been contacted and staff attempted to keep them informed of the progress around their area.

He invited members of the Council to tour this area with him and to see first hand the progress of reducing the fire hazard in the western hills.

11. UNFINISHED BUSINESS

11b. Discussion and Possible Action Regarding Living Wage Policy and Ordinance

City Manager Horsley distributed a letter from The Ford Street Project that was received by the City. Mark Rohloff, Executive Director, describes the program and noted that the annual cost, if the living wage proposed ordinance were to go into affect, would add approximately \$36,834 to the Ford Street Project annual budget. Options noted in the letter were to reduce the staff or to try to find other funds to accommodate the project.

An analysis of a living wage ordinance was prepared by staff and presented in the Staff Report. Proponents of the ordinance express concern that the lowest paid wage earners cannot receive an adequate income to pay for basic living expenses. Opponents believe that the market should be the ultimate determinant of economic distribution. They propose that a living wage ordinance will cause undue increases in costs to the government and will lead to increased unemployment.

Staff also performed a survey of several cities. The cities of Corvallis and Oakland were selected for discussion because they are at opposite ends of the spectrum. She reviewed the information on these cities, as provided in the Staff Report. The survey conclusions are that most service businesses contacted that do not provide health benefits pay the higher wage that would be required by the ordinance with the exception of Solid Wastes Systems and the security guards. Most full-time employee wages meet the minimum of \$8.75 when there are no corresponding health benefits provided. Some part-time employees start at a minimum wage of \$6.25. Twelve paid days off annually are not consistent with most businesses.

She discussed the financial impacts to the Ford Street Project and Ukiah Community Center (UCC) due to the fact that they have over 10 employees. The unique issue with CFARs is that the substantial funds received by these entities are not really City funds. The City receives the grants and basically "pass through" to the applicable agencies are federal and state monies that would not come to this community without the efforts of the individual organizations.

Staff has attempted to provide Council with relevant data, issues, and analysis relative to impacts of a living wage ordinance. The direct impact on the City, if the requirements of the living wage were imposed on City part-time employees, would be an approximate increase of \$55,600 in the first year to the General Fund. This calculation includes the seasonal pool and day camp workers. Unless Council was willing to absorb more of the pool costs, this would increase unless rates were raised at the pool. All full-time positions

ITEM NO. _____
 DATE: JANUARY 21, 1998

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION INCREASING TO \$65.00 THE FEE FOR THE RELEASE OF STORED OR IMPOUNDED VEHICLES AND ESTABLISHING A FEE OF \$15.00 PER DAY FOR VEHICLES STORED ON CITY OF UKIAH PROPERTY TO BE COLLECTED BY THE POLICE DEPARTMENT

The Ukiah Police Department routinely has vehicles moved to storage facilities based on violations of the California Vehicle Code (Sections 22651[h,o,p], 14602.6, and 14607.6). Most vehicles are towed to various private storage yards under agreements with tow truck companies. Some vehicles, however, are operable and have been driven to City property for storage. Pursuant to California Vehicle Code Section 22850.5 the City has collected an administrative fee to cover the costs associated with the impound and release of these vehicles. A fee for the storage of vehicles on City property has not been charged. The proposal before the City Council is to increase the administrative fee from the current \$35.00 to \$65.00 and establish a new fee of \$15.00 per day for the storage of vehicles on City property.

The State statutes require that the administrative fee only reflect the actual costs of processing the impound, storage, and release of the vehicle. A study (City Manager Report, attachment 2) of the staff time required to provide this service was completed and identified personnel costs of \$63.84. An additional \$1.16 is estimated for support materials and supplies for a total cost of \$65.00; thus the proposal to increase the existing fee by \$30.00. Upon release of the vehicle by the Police Department, the vehicle owner must pay the respective tow company whatever storage fee the company imposes.

The proposed new storage fee is also to recover the costs associated with actual storage of vehicles on City property. \$15.00 is comparable to the fees collected for storage by private companies. The Corporation Yard is the prime location for City property storage.

Both the increase in administrative fee and the new storage fee are included in the resolution recommended for adoption.

RECOMMENDED ACTION: Adopt Resolution Increasing to \$65.00 the Fee for the Release of Stored or Impounded Vehicles and Establishing a Fee of \$15.00 per Day for Vehicles Stored on City of Ukiah Property to Be Collected by the Police Department

ALTERNATE COUNCIL POLICY OPTIONS:

1. Determine other fees are appropriate, identify new amounts, and adopt revised resolution.
2. Determine fee revision and new fee are not appropriate and do not adopt resolution.

Acct. No. (If NOT budgeted): N/A

Acct. No. N/A

Appropriation Requested: N/A

Citizen Advised: N/A

Requested by: N/A

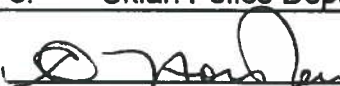
Prepared by: Wayne McBride, Police Captain

Coordinated with: Michael Harris, Assistant City Manager, and Candace Horsley, City Manager

Attachments:

1. Resolution for adoption.
2. City Manager Report
3. Ukiah Police Department General Order regarding Rotation Tow Policy.

APPROVED:


 Candace Horsley, City Manager

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH INCREASING TO \$65.00 THE FEE FOR THE RELEASE OF STORED OR IMPOUNDED VEHICLES AND ESTABLISHING A FEE OF \$15.00 PER DAY FOR VEHICLES STORED ON CITY OF UKIAH PROPERTY TO BE COLLECTED BY THE POLICE DEPARTMENT

WHEREAS, the City of Ukiah discourages operation of vehicles in violation of the law; and

WHEREAS, staff time including police officers, clerks, and dispatchers is required to remove, store, and/or impound vehicles that are used by law violators; and

WHEREAS, California Vehicle Code Section 22850.5 allows a city to recover a charge equal to its administrative costs relating to the removal, impound, storage, or release of vehicles; and

WHEREAS, a fee of \$65.00 for administrative fees is based on the estimate of the City's cost for documenting, reporting, tracking, and releasing towed, stored or impounded vehicles; and

WHEREAS, a fee of \$15.00 per day represents the actual and reasonable cost of storing vehicles on City property; and

WHEREAS, the City Council determines that adoption of said fees set forth herein is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 21080(b)(8) thereof and State CEQA Guidelines Section 15273A in that said fees are for the purposes of meeting operating expenses including employee wage rates and fringe benefits and purchasing or leasing supplies, equipment and materials, and will only partially reimburse the City of Ukiah for the cost of processing said vehicle releases and storages.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Council establishes a \$65.00 City administrative fee for the releasing of stored vehicles and a \$15.00 per day fee for the storage of vehicles on City property to be collected by the Police Department, and undertakes a cost recovery program relating to the removal, impound, storage, and release of vehicles. The fee is to be collected in addition to any required State fee.
2. The Administrative Fee shall only be imposed on the registered owner or the agents

of that owner and shall be applicable to any vehicle towed under an abatement program, or sold at a lien sale pursuant to Civil Code Sections 3068.1 - 3074 inclusive, and Vehicle Code Section 22851, unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.

3. The Police Chief or his designee may waive the Administrative Fee upon verifiable proof that the vehicle was reported stolen at the time that the vehicle was removed.

PASSED AND ADOPTED this 21st day of January, 1998.

AYES:
NOES:
ABSENT:
ABSTAIN:

Sheridan Malone, Mayor

ATTEST: _____
Collen B. Henderson, City Clerk

RESOLUTION NO. 93-51

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
UKIAH ESTABLISHING FEES FOR ADMINISTRATION OF
CHAPTER 5, DIVISION 2 OF THE UKIAH CITY CODE
REGULATING FOR HIRE MOTOR VEHICLES.

WHEREAS,

1. The City Council of the City of Ukiah has adopted amendments to Chapter 5, Division 2 of the Ukiah City Code (UCC); and

2. The City incurs substantial costs in processing the applications and appeals authorized or required by that Chapter as amended;

3. The City has conducted public hearings as required by law and determined after hearing that the fees established by this resolution do not exceed the actual costs of providing the services for which the fees will be charged;

NOW, THEREFORE, BE IT RESOLVED that the City of Ukiah shall charge the fees set forth below for the services described herein:

1. Application fee for permit required by UCC section 2530:
 - a. New application \$25*
 - b. To transfer permit \$25*
 - c. To substitute or add vehicles
or drivers to permit \$25
 - d. To renew permit \$25*
2. Fee for vehicle tags per vehicle,
includes inspection fee \$20
3. Fee for verification of
annual vehicle inspection \$10
4. Fee for application for driver's
badge (section 2380) \$25*

*Plus cost of fingerprints and cost of Department of Justice processing.

PASSED AND ADOPTED this 17 day of February, 1993, by the following roll call vote:

AYES: Councilmembers Mastin, Malone, Shoemaker, and Mayor Schneider

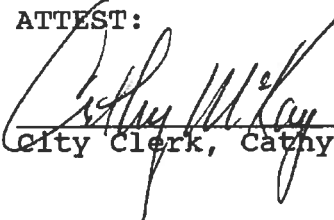
NOES: None

ABSENT: Councilmember Wattenburger



Mayor, Fred Schneider

ATTEST:



City Clerk, Cathy McKay

RESOLUTION NO. 93-46

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
UKIAH ESTABLISHING REGULATIONS FOR THE
ISSUANCE OF PERMITS FOR VEHICLES TRANSPORTING
PASSENGERS FOR COMPENSATION UNDER DIVISION 2,
CHAPTER 5 OF THE UKIAH CITY CODE**

WHEREAS,

1. The City Council of the City of Ukiah has adopted amendments to Chapter 5, Division 2 of the Ukiah City Code (UCC); and

2. The amended Chapter requires the City Council to adopt by resolution forms and requirements for applications, permits, insurance, and vehicle tags; and

3. The City Council has reviewed the forms and requirements contained in this resolution and finds that they adequately and properly implement the provisions of Chapter 5 and will aid in the efficient administration of the Chapter;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Application for Motor Vehicle Permit attached hereto as Exhibit A and incorporated herein by reference is hereby adopted as required by UCC section 2531. The Director of Public Safety shall not accept the application for filing until the Finance Department has certified on the form that all required fees have been paid. The Director of Public Safety with the approval of the City Manager is hereby authorized to make nonsubstantive changes in Exhibit A, if necessary in his or her judgment to improve the format or make the form easier or more efficient to use.

2. The For Hire Vehicle Permit attached hereto as Exhibit B and incorporated herein by reference is hereby adopted as required by UCC section 2533, subsection 3.b. The Director of Public Safety shall include, add, remove or substitute on the permit, as appropriate, the names of drivers included in an application and approved by him or her, who the permit holder wishes to remove from the permit or whose for hire driving privilege has been suspended or revoked. The permit shall also identify all approved vehicles. The Director of Public Safety shall issue separate permits for each vehicle included on the permit, each bearing the official City of Ukiah seal. Whenever a permit is issued to an existing permit holder, the new permit shall not issue until all of the previously issued permits are returned to the Director of Public Safety for cancellation and destruction. The Director of Public Safety with the approval of the City Manager is hereby authorized to make nonsubstantive changes in Exhibit B, if necessary in his or her

judgment to improve the format or make the form easier or more efficient to use.

3. The Application for Driver's badge attached hereto as Exhibit C and incorporated herein by reference is hereby adopted as required by UCC section 2580, subsection 1. The Director of Public Safety shall not accept the application until the Finance Department has certified on the form that the applicable fees have been paid. The Director of Public Safety with the approval of the City Manager is hereby authorized to make nonsubstantive changes in Exhibit C, if necessary in his or her judgment to improve the format or make the form easier or more efficient to use.

4. The Driver's Badge required by sections 2551 and 2580 shall contain the driver's name and a unique identification number assigned by the Director of Public Safety. The badge may be constructed of metal or durable plastic with a mechanism for attaching the badge to the driver's clothing. The badge shall be worn on the driver's outer garment above the right breast. Any authorized driver must also have in his or her possession and conspicuously displayed inside the vehicle a copy of a valid and effective For Hire Vehicle Permit with the driver's name and California driver's license number listed thereon. Whenever notified of a suspension or revocation of a drivers badge, the holder of the For Hire Motor Vehicle permit must surrender all previously issued permits to the Director of Public Safety, who shall issue new For Hire Motor Vehicle permits for each approved vehicle as provided in section 2 of this resolution.

5. The Insurance Requirements for Applicants attached hereto as Exhibit D and incorporated herein by reference is hereby adopted as required by UCC section 2533, subsection 1.c.

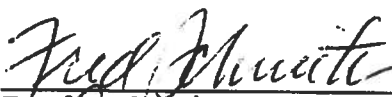
6. Vehicle tags shall be made of metal or durable vinyl or plastic with an adhesive back that will securely fasten the tag to the center rear bumper. The tag shall measure approximately 2 inches by 2 inches. It shall bear the words: "FOR HIRE VEHICLE PERMIT," a permit number, the words: "CITY OF UKIAH," and an Issue date and Expiration date.

PASSED AND ADOPTED this 20 day of January, 1993 by the following roll call vote:

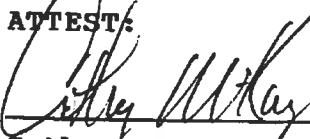
AYES: Councilmembers Malone, Wattenburger, Shoemaker and Mayor Schneider

NOES: None

ABSENT: None


Fred Schneider, Mayor

ATTEST:


Cathy McKay, City Clerk

Date of judgment: _____

- ☐ ☐ In the last 5 years, has a court issued a restraining order or injunction against any person to prevent assault, battery or personal harassment?

If yes,

Describe order: _____

Case Name: _____

Court: _____

Case No.: _____

Date of order: _____

- e. Has each person named in b. and c. above been fingerprinted by the Police Department?

☐ Yes ☐ No Dates: _____

II. VEHICLES

- a. For each vehicle covered by this application:

Vehicle 1

Vehicle 2

Vehicle 3

Make _____

Model _____

Year _____

License _____

Vehicle _____

ID No. _____

Seating _____

Capacity _____

Color(s) _____

[Attach additional sheets, if necessary.]

FINGERPRINTS TAKEN AT UKIAH POLICE DEPARTMENT?

	Yes	No		Yes	No		Yes	No
	☐	☐		☐	☐		☐	☐
Date:	_____			_____			_____	

I declare under penalty of perjury that the information contained in this application is true, correct and complete. I have answered each question fully and completely. I consent to the release of any information contained in the files of any government agency or business as long as it is used by the City of Ukiah only to investigate my background in connection with acting on this application and is not disclosed by the City for any other purpose.

I understand and agree that if any disclosure is untrue or incomplete or if I have failed to disclose information necessary to fully and completely answer the questions, the City may deny this application or revoke any permit issued in reliance upon this application.

Dated: _____

[Signature]

[Print or type name]

FOR OFFICE USE ONLY

Fees paid: \$____; Approved by Finance Dept.: _____

Fingerprints filed: Applicants ☐ Yes ☐ No
Drivers ☐ Yes ☐ No

Certificate of insurance filed? ☐ Yes ☐ No

Policy endorsement filed? ☐ Yes ☐ No

Consents to check of
criminal background filed? ☐ Yes ☐ No

Application for drivers permits
completed and approved? ☐ Yes ☐ No

Business License issued ☐ Yes ☐ No

Qualified? ☐ Yes ☐ No

Denied? ☐ Yes ☐ No

Reasons: _____

Notice given? ☐ Yes ☐ No

Personally delivered? Date: _____

Location: _____

Mailed? Date: _____

Address: _____

Exhibit B
FOR HIRE VEHICLE PERMIT

Permit No.: _____

Issued to: Name: _____
 Address: _____
 Telephone: _____

Effective Date: _____ Expiration Date: _____

Approved Drivers:

	<u>Name</u>	<u>Driver's License No.</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Approved Vehicles:

	Vehicle 1	Vehicle 2	Vehicle 3
<u>Make</u>	_____	_____	_____
<u>Model</u>	_____	_____	_____
<u>Year</u>	_____	_____	_____
<u>License No.</u>	_____	_____	_____

	Vehicle 4	Vehicle 5	Vehicle 6
<u>Make</u>	_____	_____	_____
<u>Model</u>	_____	_____	_____
<u>Year</u>	_____	_____	_____
<u>License No.</u>	_____	_____	_____

NONTRANSFERRABLE

Copy must be posted conspicuously in each
approved vehicle.

Dated: _____

CITY OF UKIAH

Exhibit C

APPLICATION FOR DRIVER'S BADGE

Current Name: _____

Current Address: _____

Other names used: _____

Other addresses (last 5 yrs.) _____

Telephone: _____ Age: _____

California Driver's License No.: _____

Social security no. (optional): _____

Yes No

1. ☐ ☐ Have you been convicted in the last 5 years of any felony, misdemeanor or infraction? If yes, please give:
Name of offense: _____

Court Name: _____
Location: _____
Case No. _____ Date of Conviction: _____
[Attach additional sheets, if necessary]

2. ☐ ☐ Have you received a permit in the last 5 years to drive a vehicle for compensation? If yes, please state:
Jurisdiction issuing permit: _____

Description of permit: _____

Date permit issued: _____

Whether permit revoked or suspended:

☐ Yes ☐ No

If yes, please state:

Date suspended or revoked: _____

Reasons: _____

[Attach additional sheets, if necessary]

3. ☐ ☐ Has a court rendered a judgment against you in the last 5 years? If yes, please state:
Description of judgment: _____

If liable for damages, amount: _____

Name of case: _____

Court Name: _____

Location: _____

Case No.: _____ Date: _____

[Attach additional sheets, if necessary]

I consent to the Ukiah Police Department taking my fingerprints and conducting an investigation of my background, including my criminal background. I consent to the release of any information contained in the files of any government agency or business as long as it is used by the City of Ukiah only to investigate my background in connection with acting on this application and is not disclosed by the City for any other purpose.

I declare under penalty of perjury that the foregoing is true, correct and complete. I have fully disclosed all information necessary to fully and completely answer the questions. I understand that if I have not done so, the City may deny this application or revoke any badge issued in reliance upon it.

DATED: _____

[Signature]

[Print or type name]

FOR POLICE DEPARTMENT USE ONLY

Fees paid: \$ _____; Approved by Finance Dept. _____

Fingerprints filed? ☐ Yes ☐ No

Convictions verified? ☐ Yes ☐ No

Qualified? ☐ Yes ☐ No

Denied? ☐ Yes ☐ No

Reasons: _____

Notice given? ☐ Yes ☐ No

Personally delivered? Date: _____

Location: _____

Mailed? _____ Date: _____

Address: _____

Exhibit D

INSURANCE REQUIREMENTS FOR APPLICANTS

Applicant shall procure and maintain for the duration of the permit issued under this Chapter insurance against claims for injuries to persons or damages to property which may arise from or in connection with operating vehicles under a permit issued pursuant to Chapter 5, Division 2 of the Ukiah City Code. The policy must cover the actions of the permit holder, his/her drivers, agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

2. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

The permit holder shall maintain limits no less than:

1. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Workers' Compensation and Employers Liability: Workers' compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its insurers, officials, employees and volunteers; or the permit holder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the

following provisions:

1. Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the permit holder, automobiles owned, leased, hired or borrowed by the permit holder. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the permit holder's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The permit holder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the permit holder for the City.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

F. VERIFICATION OF COVERAGE

Permit holder shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before any permit is issued. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

The permit holder shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

RESOLUTION NO. 93-49

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING REGULATIONS FOR THE ISSUANCE OF PERMITS FOR VEHICLES TRANSPORTING PASSENGERS FOR COMPENSATION UNDER DIVISION 2, CHAPTER 5 OF THE UKIAH CITY CODE

WHEREAS,

1. The City Council of the City of Ukiah has adopted amendments to Chapter 5, Division 2 of the Ukiah City Code (UCC); and

2. The amended Chapter requires the City Council to adopt by resolution forms and requirements for applications, permits, insurance, and vehicle tags; and

3. The City Council has reviewed the forms and requirements contained in this resolution and finds that they adequately and properly implement the provisions of Chapter 5 and will aid in the efficient administration of the Chapter;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Application for Motor Vehicle Permit attached hereto as Exhibit A and incorporated herein by reference is hereby adopted as required by UCC section 2531. The Director of Public Safety shall not accept the application for filing until the Finance Department has certified on the form that all required fees have been paid. The Director of Public Safety with the approval of the City Manager is hereby authorized to make nonsubstantive changes in Exhibit A, if necessary in his or her judgment to improve the format or make the form easier or more efficient to use.

2. The For Hire Vehicle Permit attached hereto as Exhibit B and incorporated herein by reference is hereby adopted as required by UCC section 2533, subsection 3.b. The Director of Public Safety shall include, add, remove or substitute on the permit, as appropriate, the names of drivers included in an application and approved by him or her, who the permit holder wishes to remove from the permit or whose for hire driving privilege has been suspended or revoked. The permit shall also identify all approved vehicles. The Director of Public Safety shall issue separate permits for each vehicle included on the permit, each bearing the official City of Ukiah seal. Whenever a permit is issued to an existing permit holder, the new permit shall not issue until all of the previously issued permits are returned to the Director of Public Safety for cancellation and destruction. The Director of Public Safety with the approval of the City Manager is hereby authorized to make nonsubstantive changes in Exhibit B, if necessary in his or her

judgment to improve the format or make the form easier or more efficient to use.

3. The Application for Driver's badge attached hereto as Exhibit C and incorporated herein by reference is hereby adopted as required by UCC section 2580, subsection 1. The Director of Public Safety shall not accept the application until the Finance Department has certified on the form that the applicable fees have been paid. The applicant must submit two passport size photographs with the application, one of which shall be included with the badge for identification purposes. The Director of Public Safety with the approval of the City Manager is hereby authorized to make nonsubstantive changes in Exhibit C, if necessary in his or her judgment to improve the format or make the form easier or more efficient to use.

4. The Driver's Badge required by sections 2551 and 2580 shall contain the driver's name, the picture accompanying the application and a unique identification number assigned by the Director of Public Safety. The badge may be constructed of metal or durable plastic with a mechanism for attaching the badge to the driver's clothing. The badge shall be worn on the driver's outer garment above the right breast or displayed in a conspicuous location in the vehicle. Any authorized driver must also have in his or her possession and conspicuously displayed inside the vehicle a copy of a valid and effective For Hire Vehicle Permit with the driver's name and California driver's license number listed thereon. Whenever notified of a suspension or revocation of a drivers badge, the holder of the For Hire Motor Vehicle permit must surrender all previously issued permits and the driver's badge to the Director of Public Safety, who shall issue new For Hire Motor Vehicle permits for each approved vehicle as provided in section 2 of this resolution.

5. The Insurance Requirements for Applicants attached hereto as Exhibit D and incorporated herein by reference is hereby adopted as required by UCC section 2533, subsection 1.c.

6. Vehicle tags shall be made of metal or durable vinyl or plastic with an adhesive back that will securely fasten the tag to the center rear bumper. The tag shall measure approximately 2 inches by 2 inches. It shall bear the words: "FOR HIRE VEHICLE PERMIT," a permit number, the words: "CITY OF UKIAH," and an Issue date and Expiration date. The tag may constructed so new issue and expiration dates may be added without placing an entirely new tag on the vehicle's bumper.

PASSED AND ADOPTED this 3rd day of February, 1993 by the following roll call vote:

AYES: Councilmembers Malone, Wattenburger, Shoemaker and Mayor Schneiter

s:\u\wpres92\taxi2
January 25, 1993

Resolution No. 93-49

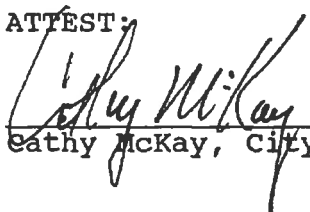
NOES: None

ABSENT: None

ABSTAIN: Councilmember
Mastin


Fred Schneider, Mayor

ATTEST:


Cathy McKay, City Clerk

RESOLUTION NO. 2017-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH MODIFYING THE UKIAH POLICE DEPARTMENT FEE SCHEDULE**

WHEREAS, the City Council of the City of Ukiah desires to modify the fee schedule for various services provided by the Ukiah Police Department.

WHEREAS, the City of Ukiah Police Department and City Staff have recommended an increase of fees for various services provided by the Ukiah Police Department.

WHEREAS, according to analysis and study, the following are reasonable fees for the types of services provided by the Ukiah Police Department.

WHEREAS, the increased fees are necessary to meet current and projected costs for providing services, as assessed in the aforementioned analysis, associated with the operation of the Ukiah Police Department.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Ukiah hereby adopts the following fee schedule for the Ukiah Police Department to become effective November 1, 2017.

<u>SERVICE</u>	<u>FEE</u>
Bike License	\$ 10.00
Concealed Weapon Permit	\$100.00
Concealed Weapon Renewal	\$100.00
Concealed Weapon Modification	\$ 20.00
Civil Subpoena for Officer	\$275.00
Clearance Letter	\$ 10.00
Clearance Letter with Notary Signature	\$ 20.00
Copy of Police Report - each page	\$ 00.10
Live-Scan Fingerprinting	\$ 30.00
CD with Photographs	\$ 10.00
Prints of Photographs	\$ 2.00
Secondhand Dealer License	\$ 50.00
Stored Vehicle	\$ 65.00
Subpoena for Records	\$ 15.00
Taxi Permit	\$ 86.00
Traffic Accident Reports	\$ 10.00
Vehicle Repossession Release	\$ 15.00

BE IT FURTHER RESOLVED the following fees: Civil Subpoena for Officer, Copy of Police Reports, Subpoena for Records and Vehicle Repossession Release, are set by California law. If these fees are increased in the future by the California legislature, these fees may be executed by the Chief of the Police on behalf of the City of Ukiah, to remain consistent with State law.

PASSED AND ADOPTED as Amended by the City Council of the City of Ukiah at a regular meeting duly held on November 1, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim O Brown, Mayor

ATTEST:

Ashley Cocco, Deputy City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Update Regarding Proposed Multi-Family Housing Development on City-Owned Property at 345 North Main Street and 215 Norton Street; Authorization for City Manager to Negotiate and Execute Lease-Option Agreement with Guillon, Inc.

DEPARTMENT: Economic Development

PREPARED BY: Shannon Riley

ATTACHMENTS:

[Attachment 1 - Main Street Properties Satellite View](#)

[Attachment 2 - Exclusive Negotiating Agreement - Guillon, Inc. - 2017 \(final and executed\)](#)

Summary: The City Council will receive an update regarding the proposed multi-family housing development on City-owned property at 345 N. Main Street and 215 Norton Street and consider authorizing the City Manager to negotiate and execute a lease-option agreement with Guillon, Inc.

Background: The City of Ukiah owns two parcels near the corner of North Main and Norton Streets (Attachment #1). These parcels were originally purchased by the Ukiah Redevelopment Agency ("Agency") with affordable housing set-aside funds and were transferred to the City of Ukiah, as the Housing Successor to the former Agency, pursuant to Health and Safety Code Section 34176(a).

There are a total of 1.17 acres consisting of vacant commercial land and an existing single-family residence. The site is well situated near medical facilities, public transportation, services, shopping and dining.

RECOMMENDED ACTION: Receive update regarding proposed multi-family housing development on City-owned property at 345 N. Main Street and 215 Norton Street and authorize City Manager to negotiate and execute a lease-option agreement with Guillon, Inc.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

Because the properties were purchased with affordable housing set-aside funds, there is a requirement to utilize the properties and/or the proceeds from the disposition of those properties to benefit affordable housing.

With the recent development of affordable housing units (Duane Hill Terrace at Orchard and Clara Avenues, Summercreek Village off of East Gobbi, and Sun House Senior Apartments on South Main Street), the City of Ukiah is in compliance with the State's requirement for affordable housing. There is an increasing demand, however, for additional market-rate housing, as well as a shortage of available land in the city limits.

At the July 15, 2015 meeting, the City Council elected to solicit development interest for a market-rate project, with the proceeds of the lease and/or purchase to be returned to the affordable housing fund for reuse. A Request for Proposals (RFP) was subsequently released; of the proposals received, only one met the criteria. That proposal, from Guillon, Inc., was evaluated by Staff and presented to Council, whereupon an Exclusive Negotiating Agreement was developed (Attachment #2).

Discussion: Guillon, Inc. has been working through the predevelopment stages of this project. Most recently, the project was reviewed by the Design Review Board (DRB) on October 19th. The DRB recommended approval of the project, and developed a list of comments to be addressed by the applicant. Additional review of the project by the Planning Commission has been tentatively scheduled for November 16th.

The proposed project consists of two separate structures: one, two-story, 19-unit building which will also contain a manager's office, storage, and secured indoor bicycle storage; and, one, two-story 16-unit building. All units comprise two-bedrooms, and the site plan provides a total of 55 vehicle parking stalls, in addition to 32 bicycle parking stalls (12 outdoor, 20 indoor). Landscaping is provided throughout the site with a wide combination of ground cover, shrubs, and trees. A grass area will be installed at the southeastern corner of the site, providing tenants access to open space for various recreational opportunities.

Concurrently, Staff has been working with the Guillon Inc. team, the Savings Bank of Mendocino County, and the respective attorneys to develop a lease-option agreement for the development. The draft agreement provides for a 12-year lease period. At no time during these first 12 years shall Guillon Inc. be allowed to purchase the property. Upon expiration of the 12-year term, the developer shall have the option to purchase the property at 10% of the fair market value of the entire development, as determined by a mutually-agreed-upon appraisal, to be performed in the purchase year. All parties have agreed on these general terms, which are crafted to return the entire value of the property to the City's affordable housing fund.

At the time this Agenda Summary Report was drafted, additional details of the lease-option agreement were still being discussed. Therefore, in the interest of expediting this housing development, Staff is recommending that the Council authorize the City Manager to negotiate and execute the lease-option agreement with Guillon, Inc.

STATE ST.

MAIN ST.

NORTON ST.

0 75 150 Feet

1 inch equals 50 feet



002-153-30 - C-1
.99 acre
Appraised Value: \$870,000



002-153-04 - R-#
.18 acre
Appraised Value: \$170,000

JUL NO 1718-126

**EXCLUSIVE NEGOTIATING AGREEMENT
(City of Ukiah and Guillon Inc.)**

This Exclusive Negotiating Agreement ("Agreement") is made as of SEPTEMBER 20, 2017 (the "Agreement Date"), between the **City of Ukiah**, a municipal corporation, as the City of Ukiah Housing Successor ("Owner") and **Guillon Inc.**, a California corporation ("Developer").

RECITALS:

- A. The Owner is the fee owner of the following parcels of real property located in the City of Ukiah: Assessor's Parcel Nos. 002-153-30 and 002-153-04 (collectively, the "Property").
- B. The Owner desires to support the development of market-rate housing on the Property. The Owner has contacted the Developer as the potential developer of such housing.
- C. The parties are entering into this Agreement to allow the Developer to determine the feasibility of developing housing on the Property.

For good and valuable consideration, the Owner and the Developer agree as follows:

1. Agreement to Negotiate. The Owner and the Developer agree that for the Term of this Agreement, they shall negotiate diligently and in good faith to determine the feasibility and terms of the Developer's acquisition of the Property and the ownership, development and operation of the Development on the Property. During the Term, the Owner agrees to negotiate exclusively with the Developer, and not with any other person or entity, with regard to the disposition and development of the Property.
2. Term. The term of this Agreement ("Term") shall begin on the Agreement Date and shall terminate at 5:00 p.m. on the first anniversary of such date. The Term may be extended by the mutual consent of the parties by a written amendment to this Agreement.
3. Proposed Development. The Developer would develop at least 20 market-rate rental units, each together with related amenities (the "Development"), on the Property. The parties understand that the scope of the Development will be updated and refined based on the activities undertaken during the Term of this Agreement.
4. Disposition of the Property. If Owner and Developer successfully negotiate and enter an agreement for the disposition and development of the Property, the Owner agrees to a 50-year lease. Owner agrees to lease the property to the Developer for \$42,667 per year for the first ten years and further defined in the attached rent schedule for the entire lease term. At no time during these first 12 years shall the Developer be allowed to

purchase the Property. Upon the expiration of the 12-year term, the Developer shall have a 20-year option to purchase the property at 10% of the Fair Market Value of the entire development, as determined by a mutually-agreed-upon Appraisal, to be performed in the purchase year.

4. Scope of Negotiations. During the Term, the parties shall negotiate in good faith the terms of a Lease Purchase Agreement, consistent with this ENA, that includes plans for the development of residential dwelling units on the Leased Premises that comply with the City's building and development standards and which are approved in accordance with the City's generally applicable procedures.

6. Termination of Negotiations. If at any time prior to expiration of the Term the Developer determines, in good faith, that it does not desire to construct the Development, then the Developer party may terminate this Agreement upon written notice to the Owner.

7. Expiration. If as of the expiration of the Term the parties have not entered into the MOU or extended the Term pursuant to Section 2, then this Agreement shall terminate as of the expiration of the Term.

8. Costs and Expenses. Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under this Agreement, and agrees that it shall receive no compensation from the other party for any activities performed in connection with this Agreement.

9. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or electronic mail, shall be deemed received upon (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) business days after the date of posting by the United States post office, (iii) if given by electronic mail, when sent, or (d) if delivered by overnight delivery, one (1) business day after mailing. Any notice, request, demand, direction or other communication sent by electronic mail must be confirmed by letter mailed or delivered within two (2) business days of such electronic mail notice in accordance with subsection (i) or (ii).

To Owner: The City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482
Attn: Sage Sangiacomo, City Manager
Email: ssangiacomo@cityofukiah.com

To Developer: Guillon Inc.
2550 Lakewest Drive, Suite 50
Chico, CA 95928
Attn: Doug Guillon, President
Email: doug@guilloninc.com

10. Default. Failure by either party to negotiate in good faith or to perform any other of its duties as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the action required to cure the default. If the default remains uncured ten (10) days after the date of such notice, then the sole remedy of the non-defaulting party shall be to terminate this Agreement. Following such termination, neither party shall have any further rights, remedies or obligations under this Agreement. Except with respect to Developer's obligating to provide due diligence information to Owner, neither party shall have any liability to the other for monetary damages or specific performance for the breach of this Agreement, and each party hereby waives and releases any such rights or claims it may otherwise have at law or at equity.

11. Time of Essence. Time is of the essence in the performance of this Agreement

12. Entire Agreement. This Agreement constitute the entire understanding and agreement of the parties with respect to the development of the Property, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

13. Counterparts. This Agreement may be executed in counterparts.

Signatures on Following Page

In witness whereof, the parties have executed this Agreement as of the Agreement
Date.

THE CITY OF UKIAH,
a municipal corporation

By:

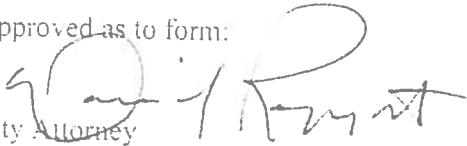


Title:

CITY MANAGER

Approved as to form:

City Attorney



GUILLOM INC., a California corporation

By:



Title:

PRESIDENT

9-20-17

Rent Schedule

Annual land lease payments for years:	1-10	\$42,667	=	4.1625%	x	\$1,025,000
Annual land lease payments for years:	11-12	\$58,042	=	5.5663%	x	\$1,025,000
Annual land lease payments for years:	13-20	\$56,375	=	5.5%	x	\$1,025,000
Annual land lease payments for years:	21-30	\$71,750	=	7%	x	\$1,025,000
Annual land lease payments for years:	31-40	\$87,125	=	8.5%	x	\$1,025,000
Annual land lease payments for years:	41-50	\$102,500	=	10%	x	\$1,025,000

Option to either extend lease for an additional 20 years and/or buyout shall be negotiated.



AGENDA SUMMARY REPORT

SUBJECT: Award Contract to Ghilotti Construction Company, Inc. in the Amount of \$22,357,358 for the Construction of Phases 1 Through 3 of the Recycled Water System.

DEPARTMENT: Water Resources

PREPARED BY: Jarod Thiele

ATTACHMENTS:

[Attachment 1 - Bid Results - Spec 17-08 Recycled Water Project](#)

[Attachment 2 - Ghilotti Bid Submittal](#)

Summary: Council will consider awarding a contract to Ghilotti Construction Company, Inc. in the amount of \$22,357,358 for the construction of phases 1 through 3 of the recycled water system.

Background: On June 7, 2017, Council approved Specification Number 17-08 and directed staff to advertise for bids. Bid Notices were released on August 29, 2017, to all Class A contractor's listed on the City's Qualified Bidder's List, to the Builders Exchanges, advertised in the Ukiah Daily Journal, and posted on the City's website. A mandatory pre-bid conference was held on September 18, 2017. Bids were publicly opened on October 17, 2017, at which time five (5) bids were received. The bid tabulation is included as Attachment 1.

Discussion: The proposed project will construct Phases 1 through 3 of the Recycled Water System. The project limits are from south of the Wastewater Treatment Plant to the City Softball Complex on River Street off

RECOMMENDED ACTION: Award contract to Ghilotti Construction Company, Inc. in the amount of \$22,357,358 for the construction of phases 1 through 3 of the recycled water system.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 83024430.80230 PC 16052; \$25,875,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: State Water Resources Control Board Grant and Loan

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sean White, Water Resources Director; Tim Eriksen, Director of Public Works/City Engineer; Mary Horger, Procurement Manager

Approved:


Sage Sangiacomo, City Manager

Highway 101.

The Engineer's Estimate for the project, with contingencies, was \$25,120,144. The low bidder for the project was Ghilotti Construction Company, Inc. with a bid in the amount of \$22,357,358. Ghilotti Construction Company's bid as well as the bid documents can be accessed by using this link: <https://cityofukiah.box.com/v/AgendaItem12bGhilotti> , and is also Attachment 2. The other bids received are available for review upon request from staff.

Attachment 1

Spec 17-08 - Recycled Water Project, Phases 1-3															
City of Ukiah															
Bid Opening: 10/17/17				* marks an allowance		Ghilotti Construction Company, Inc.		Steve P. Rados, Inc.		C. Overaa & Co.		Ranger Pipelines Incorporated		Mountain Cascade, Inc.	
				246 Ghilotti Avenue Santa Rosa, CA 95407		9550 Elder Creek Road Sacramento, CA 95829		200 Parr Blvd Richmond, CA 94801		1790 Yosemite ave San Francisco, CA 94124		555 Exchange Ct. Livermore, CA 94550			
UNIT PRICE SCHEDULE															
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total		
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$1,000,000.00	\$1,000,000.00	\$1,121,000.00	\$1,121,000.00	\$1,000,000.00	\$1,000,000.00	\$900,000.00	\$900,000.00	\$980,000.00	\$980,000.00		
2	SHORING AND BRACKING	1	LS	\$200,000.00	\$200,000.00	\$150,000.00	\$150,000.00	\$100,000.00	\$100,000.00	\$150,000.00	\$150,000.00	\$50,000.00	\$50,000.00		
3	DEWATERING	1	LS	\$75,000.00	\$75,000.00	\$1,200,000.00	\$1,200,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$600,000.00	\$600,000.00		
4	TRAFFIC CONTROL	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$10,000.00	\$10,000.00	\$50,000.00	\$50,000.00	\$150,000.00	\$150,000.00		
5	16" DIAMETER PVC PIPELINE (OPEN CUT)	28954	LF	\$200.00	\$5,790,800.00	\$168.00	\$4,864,272.00	\$150.00	\$4,343,100.00	\$286.00	\$8,280,844.00	\$200.00	\$5,790,800.00		
6	JACK AND BORE 24" STEEL CASING FOR 16" FUSIBLE PVC	791	LF	\$110.00	\$870,100.00	\$100.00	\$791,000.00	\$1,630.00	\$1,289,330.00	\$1,200.00	\$949,200.00	\$990.00	\$783,090.00		
7	12" DIAMETER PVC PIPELINE (OPEN CUT)	1837	LF	\$100.00	\$183,700.00	\$100.00	\$183,700.00	\$80.00	\$146,960.00	\$240.00	\$440,880.00	\$130.00	\$238,810.00		
8	TRUCK FILL HYDRANT	1	EA	\$35,000.00	\$35,000.00	\$16,000.00	\$16,000.00	\$20,000.00	\$20,000.00	\$17,500.00	\$17,500.00	\$20,000.00	\$20,000.00		
9	4" BLOW OFF ASSEMBLY	11	EA	\$16,000.00	\$176,000.00	\$15,000.00	\$165,000.00	\$14,000.00	\$154,000.00	\$10,000.00	\$110,000.00	\$20,000.00	\$220,000.00		
10	2" COMBINATION AIR VALVE	31	EA	\$10,000.00	\$310,000.00	\$14,000.00	\$434,000.00	\$14,000.00	\$434,000.00	\$11,500.00	\$356,500.00	\$9,000.00	\$279,000.00		
11	16" BUTTERFLY VALVE	11	EA	\$12,000.00	\$132,000.00	\$13,000.00	\$143,000.00	\$11,000.00	\$121,000.00	\$13,250.00	\$145,750.00	\$14,000.00	\$154,000.00		
12	1-1/2" METER, 2" SERVICE LINE W/STEEL CASING AND CHECK VALVE ASSEMBLY (JACK AND BORE)	2	EA	\$85,000.00	\$170,000.00	\$90,000.00	\$180,000.00	\$6,000.00	\$12,000.00	\$50,000.00	\$100,000.00	\$70,000.00	\$140,000.00		
13	4" METER, 8" SERVICE LINE W/STEEL CASING AND CHECK VALVE ASSEMBLE (JACK AND BORE)	1	EA	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$35,000.00	\$35,000.00	\$60,000.00	\$60,000.00	\$90,000.00	\$90,000.00		
14	1-1/2" METER, 4" SERVICE LINE AND CHECK VALVE ASSEMBLY (OPEN CUT)	2	EA	\$12,000.00	\$24,000.00	\$8,500.00	\$17,000.00	\$17,000.00	\$12,000.00	\$24,000.00	\$5,500.00	\$11,000.00	\$25,000.00		
15	1-1/2" METER, 6" SERVICE LINE AND CHECK VALVE ASSEMBLY (OPEN CUT)	3	EA	\$13,000.00	\$39,000.00	\$9,000.00	\$27,000.00	\$12,000.00	\$36,000.00	\$5,650.00	\$16,950.00	\$25,000.00	\$75,000.00		
16	1-1/2" METER, 8" SERVICE LINE AND CHECK VALVE ASSEMBLY (OPEN CUT)	3	EA	\$14,000.00	\$42,000.00	\$10,000.00	\$30,000.00	\$12,000.00	\$36,000.00	\$5,800.00	\$17,400.00	\$25,500.00	\$76,500.00		
17	1-1/2" METER, 10" SERVICE LINE AND CHECK VALVE ASSEMBLY (OPEN CUT)	1	EA	\$22,000.00	\$22,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$6,500.00	\$6,500.00	\$26,500.00	\$26,500.00		
18	2" METER, 6" SERVICE LINE AND CHECK VALVE ASSEMBLY (OPEN CUT)	3	EA	\$14,000.00	\$42,000.00	\$12,000.00	\$36,000.00	\$12,000.00	\$36,000.00	\$6,000.00	\$18,000.00	\$25,500.00	\$76,500.00		
19	2" METER, 8" SERVICE LINE AND CHECK VALVE ASSEMBLY (OPEN CUT)	1	EA	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$12,000.00	\$12,000.00	\$6,300.00	\$6,300.00	\$25,850.00	\$25,850.00		
20	3" METER, 6" SERVICE LINE AND CHECK VALVE ASSEMBLY (OPEN CUT)	6	EA	\$16,000.00	\$96,000.00	\$15,000.00	\$90,000.00	\$12,000.00	\$72,000.00	\$10,500.00	\$63,000.00	\$30,000.00	\$180,000.00		
21	3" METER, 10" SERVICE LINE AND CHECK VALVE ASSEMBLY (OPEN CUT)	1	EA	\$22,000.00	\$22,000.00	\$16,000.00	\$16,000.00	\$12,000.00	\$12,000.00	\$11,000.00	\$11,000.00	\$30,500.00	\$30,500.00		
22	4" METER, 6" SERVICE LINE AND CHECK VALVE ASSEMBLY (OPEN CUT)	3	EA	\$16,000.00	\$48,000.00	\$18,000.00	\$54,000.00	\$12,000.00	\$36,000.00	\$11,500.00	\$34,500.00	\$28,000.00	\$84,000.00		
23	4" METER, 10" SERVICE LINE AND CHECK VALVE ASSEMBLY (OPEN CUT)	1	EA	\$22,000.00	\$22,000.00	\$20,000.00	\$20,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$34,000.00	\$34,000.00		
24	6" METER, 8" SERVICE LINE AND CHECK VALVE ASSEMBLY (OPEN CUT)	1	EA	\$22,000.00	\$22,000.00	\$25,000.00	\$25,000.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$45,000.00	\$45,000.00		
25	RECYCLED WATER PUMP STATION	1	LS	\$1,200,000.00	\$1,200,000.00	\$1,600,000.00	\$1,600,000.00	\$1,000,000.00	\$1,000,000.00	\$1,800,000.00	\$1,800,000.00	\$1,900,010.00	\$1,900,010.00		
26	RECYCLED WATER STORAGE POND	1	LS	\$9,250,000.00	\$9,250,000.00	\$8,868,000.00	\$8,868,000.00	\$12,073,910.00	\$12,073,910.00	\$7,769,000.00	\$7,769,000.00	\$10,116,600.00	\$10,116,600.00		
27	ELECTRICAL/INSTRUMENTATION	1	LS	\$2,400,000.00	\$2,400,000.00	\$2,160,000.00	\$2,160,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,450,000.00	\$2,450,000.00		
28	REPAIR OF AGRICULTURAL IRRIGATION SYSTEMS	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00		
Bid					\$22,395,600.00		\$22,426,972.00		\$23,109,300.00		\$23,416,324.00		\$24,716,160.00		
BID DEDUCT SCHEDULE															
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total		
1	16" PVC PIPELINE WITH MECHANICAL RESTRAINT	7418	LF	(\$5.00)	(\$37,090.00)	\$0.00	\$0.00	(\$15.00)	(\$111,270.00)	(\$20.00)	(\$148,360.00)	\$0.00	\$0.00		
2	12" PVC PIPELINE WITH MECHANICAL RESTRAINT AND CATHODIC PROTECTION	384	LF	(\$3.00)	(\$1,152.00)	\$0.00	\$0.00	(\$15.00)	(\$5,760.00)	(\$10.00)	(\$3,840.00)	\$0.00	\$0.00		
Bid					(\$38,242.00)		\$0.00		(\$117,030.00)		(\$152,200.00)		\$0.00		
Total Bid Amount							\$22,426,972.00		\$23,992,270.00		\$23,264,124.00		\$24,716,160.00		
Listed Subs				ARROW FENCING Fencing		Ayala Boring Inc. Jack & Bore		Camblin Steel Service Inc. Rebar		Apex Testing Laboratories Special Inspections		Camblin Steel Service Inc. Rebar			
				CSI Control System Integrators ICSC		Camblin Steel Service Inc. Rebar		K.J. Woods Construction Inc Jacking, Boring Pipelines		ARROW FENCING Fencing		CSI Control System Integrators ICSC			
				Layfield USA Corporation Liner		CSI Control System Integrators ICSC		Layfield USA Corporation Liner		Ayala Boring Inc. Jack & Bore		F3 & Associates Staking			
				Mike Brown Electric Co. Electrical		Layfield USA Corporation Liner		McGrath Electrical		Granite Construction Company Structural Concrete & Rebar, Pond Construction - L		G2 Metal Fab Misc. Metals			
				Pacific Boring Jack and Bore		Mike Brown Electric Co. Electrical		Telstar Instruments ICSC		Gregg Simpson Trucking Trucking Partial		Layfield USA Corporation Liner			
				Sonoma Reinforcing Rebar		Telstar Instruments ICSC		Wimmer Excavating Earthwork, Grading, Paving		Layfield USA Corporation Pond Liner		Mike Brown Electric Co. Electrical			
				Stiles Construction Mechanical						Mike Brown Electric Co. Electrical		Pacific Boring Boring			
				Telstar InstrumentsTelstar Instruments ICSC						Nitta Erosion Control Hydro Seeding		Steve Manning Construction Inc. Dump Site			
				Triangle Excavation Tree Removal						Telstar Instruments ICSC					



AGENDA SUMMARY REPORT

SUBJECT: Introduction and Adoption of Urgency Ordinance Amending Section 9171 in Division 9, Chapter 2, Article 15.5 of the Ukiah City Code Regarding Operation of the Inland Emergency Winter Shelter During the Winter of 2017-2018.

DEPARTMENT: Economic Development

PREPARED BY: Shannon Riley

ATTACHMENTS:

[Winter Homeless Shelter Emergency amendment to Zoning Ord CLEAN \(002\).pdf](#)

Summary: The City Council will consider introducing and adopting an urgency ordinance to allow the Inland Emergency Winter Shelter to operate during the winter of 2017-18 at 1045 S. State Street, which is the same location as last year's shelter and where the proposed year-round community center and winter shelter was recently approved.

Background: The 2016-17 emergency winter shelter was operated by the Homeless Services Action Group (HSAG) at 1045 S. State Street under Major Use Permit 2235 UP-PC. Subsequent to that operation, Redwood Community Services (RCS) began the process of purchasing the site and developing plans for a permanent community center and winter shelter for the homeless at that location.

The RCS project was approved by the Planning Commission on July 26, 2017; however, an appeal was filed on August 2, 2017. Therefore, without the necessary entitlements, RCS was not able to proceed with the

RECOMMENDED ACTION: Introduce and adopt an urgency ordinance of the City Council of the City of Ukiah amending Section 9171 in Division 9, Chapter 2, Article 15.5 of the Ukiah City Code regarding operation of the Inland Emergency Winter Shelter during the winter of 2017-2018.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

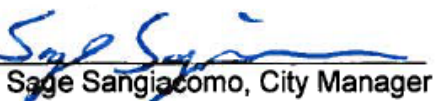
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Darcy Vaughn, Assistant City Attorney

Approved: _____


Sage Sangiacomo, City Manager

development of the permanent winter shelter. The appeal was heard by the City Council on October 4th, at which time the Planning Commission's approval was upheld.

Discussion: Although the necessary approvals are in place, there is not enough time for RCS to complete the improvements included in the site development permit and Use Permit before the cold-weather season. Therefore, Staff is proposing the introduction and adoption of an urgency ordinance (Attachment #1) that would permit RCS to operate the emergency winter shelter at 1045 S. State Street, so long as it is operated in substantial conformance with the Use Permit that was approved last year.

An urgency ordinance is required in this case because a Use Permit is required to operate a homeless shelter in a C1 zone, such as 1045 S. State Street. The Use Permit for the 2016-17 winter shelter only permitted the shelter to operate for a four-month period. Additionally, the current Use Permit for RCS's community center and winter shelter addresses the entire project and includes conditions related to site improvements that cannot be completed prior to the need for this year's emergency shelter. Neither Use Permit specifically addresses a temporary emergency winter shelter, such as is needed this year.

Because the proposed ordinance does not change the site proposed for the 2017-2018 Inland Emergency Winter Shelter from one zoning designation to another, nor does it regulate (1) the use of buildings between certain general categories of use; (2) the location, height, bulk, number of stories, and size of buildings; (3) the percentage of a lot that may be occupied by a building; (4) the intensity of land use; nor (5) any other category of regulation enumerated in Government Code § 65850, the introduction and adoption of this Ordinance does not first require a public hearing before and recommendations from the Planning Commission.

By allowing the 2017-2018 Inland Emergency Winter Shelter to operate for six months without an approved use permit in a C-1 zone, provided that the shelter substantially conforms with the conditions of approval for Use Permit# 2235 UP-PC, this Ordinance temporarily converts a particular homeless facility from a permitted use to an allowed use in the C-1 zone.

Given the circumstances and the urgent need for a shelter, Staff is recommending the introduction and adoption of the attached urgency ordinance to allow the operation of the Inland Emergency Winter Shelter at 1045 S. State Street during the 2017-19 cold-weather season.

ORDINANCE NO. _____

**URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
UKIAH AMENDING SECTION 9171 IN DIVISION 9, CHAPTER 2,
ARTICLE 15.5 OF THE UKIAH CITY CODE REGARDING OPERATION
OF THE INLAND EMERGENCY SHELTER DURING THE WINTER OF
2017-2018**

The City Council of the City of Ukiah hereby ordains as follows:

SECTION ONE

Section 9171 of the Ukiah City Code is hereby amended to read as follows.

§9171 USE PERMIT REQUIRED

- A. All homeless facilities in the City of Ukiah require Planning Commission review and approval of a use permit, consistent with section 9262 of this code. However, for a six month period starting from the first day of operations, the 2017-2018 Inland Emergency Winter Shelter shall be operated at 1045 South State Street in Ukiah without the requirement of a use permit reviewed and approved by the Planning Commission, provided that the Shelter is operated in substantial conformance with the conditions imposed in Permit 2235 UP-PC issued for the 2016-2017 Inland Valley Emergency Winter Shelter.
- B. Actions by the Planning Commission relative to a homeless facility use permit may be appealed to the City Council consistent with subsection 9262D4 of this code.
- C. Homeless facilities may be proposed and approved in the following zoning districts: CN (Neighborhood Commercial); C-1 (General Commercial); C-2 (Heavy Commercial/Light Industrial); PF (Public Facilities); M (Manufacturing); R-1 (Single-Family Residential); R-2 (Medium Density Residential) and R-3 (High Density Residential).
- D. Homeless facilities are allowed within the Homeless Shelter Overlay District.

SECTION TWO. URGENCY ORDINANCE

This ordinance is hereby declared to be necessary for the immediate preservation of the public peace, health, and safety and will take effect and be in force upon its adoption by a fourth-fifths (4/5) vote of the members of the Ukiah City Council. The facts constituting the urgency are as follows:

1. The site proposed for the 2017-2018 Inland Emergency Winter Shelter, 1045 South State Street in Ukiah, was previously approved through the Use Permit process for the 2016-17

Inland Valley Emergency Winter Shelter, pursuant to which the Planning Commission issued conditions of approval.

2. The site proposed for the 2017-2018 Inland Emergency Winter Shelter has already been approved for a year-round community center and seasonal winter shelter pursuant to a decision made by the Planning Commission and affirmed by the City Council, both after a public hearing.

3. The approval process for the Use Permit for the site started in July, but was extended due to the appeal of the use permit for the year-round community center to be operated by Redwood Community Services, as well as due to scheduling conflicts, thereby pushing their entitlements into the cold-weather season.

4. Due to the aforementioned delays, the cold-weather season is fast approaching and may arrive before the project applicant can satisfy the conditions of the Use Permit that must be completed before a winter shelter can be operated at the site.

5. The 2016-2017 Inland Valley Emergency Winter Shelter served 203 different individuals more than half of whom claimed to have mental and/or physical disabilities that make their health and safety particularly vulnerable.

6. Given the high proportion of homeless residents of the Ukiah area whose health and safety may be at great risk if they cannot obtain shelter during the cold-weather season, and given that there are no other homeless shelters in the Ukiah area that allow overnight stays, it is essential that this ordinance be adopted as an urgency ordinance to allow the 2017-2018 Inland Emergency Winter Shelter to open on a timely basis and to protect the public health, safety and welfare.

SECTION THREE. FINDINGS. CITY COUNCIL AUTHORITY TO ADOPT ORDINANCE.

1. This Ordinance deals with the necessity of issuance of a discretionary permit to operate a large homeless shelter in a C1 zone.

2. Pursuant to the current City Code, use permits are required to operate any homeless facility, which may be proposed and approved in the following zoning districts: CN, C-1, C-2, PF, M, R-1, R-2, and R-3 districts.

3. By allowing the 2017-2018 Inland Emergency Winter Shelter to operate for six months at 1045 South State Street in Ukiah without an approved use permit in a C-1 zone, provided that the shelter substantially conforms with the conditions of approval for Use Permit# 2235 UP-PC, this Ordinance temporarily converts a particular homeless facility from a permitted use to an allowed use in the C-1 zone.

4. California Government Code § 65853 states that a zoning ordinance or an amendment to a zoning ordinance, in which the ordinance or amendment changes any property from one zone to another or imposes, removes, or modifies any regulation listed in Government Code § 65850, must be subject to a public hearing and recommendations by the Planning Commission prior to introduction of the ordinance by the City Council.

5. The regulations listed in Government Code § 65850 are as follows:

- (a) Regulate the use of buildings, structures, and land as between industry, business, residences, open space, including agriculture, recreation, enjoyment of scenic beauty, use of natural resources, and other purposes.
- (b) Regulate signs and billboards.
- (c) Regulate all of the following:
 - (1) The location, height, bulk, number of stories, and size of buildings and structures.
 - (2) The size and use of lots, yards, courts, and other open spaces.
 - (3) The percentage of a lot which may be occupied by a building or structure.
 - (4) The intensity of land use.
- (d) Establish requirements for off-street parking and loading.
- (e) Establish and maintain building setback lines.
- (f) Create civic districts around civic centers, public parks, public buildings, or public grounds, and establish regulations for those civic districts.

6. Because the proposed Ordinance does not change the site proposed for the 2017-2018 Inland Emergency Winter Shelter from one zoning designation to another, nor does it regulate (1) the use of buildings between certain general categories of use; (2) the location, height, bulk, number of stories, and size of buildings; (3) the percentage of a lot that may be occupied by a building; (4) the intensity of land use; nor (5) any other category of regulation enumerated in Government Code § 65850, the introduction and adoption of this Ordinance does not first require a public hearing before and recommendations from the Planning Commission.

SECTION FOUR

1. CEQA COMPLIANCE. The adoption of this Ordinance is not subject to CEQA pursuant to Sections 15060(c)(2) and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change in the environment and because there is no possibility that it may have a significant effect on the environment.

2. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have adopted this Ordinance and any section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

Introduced and Adopted on November 1, 2017, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Discussion and Possible Introduction of an Ordinance of the City Council of the City of Ukiah Amending Section 3951 of Article 1 to Chapter 6 in Division 4 of the Ukiah City Code, Regarding the Requirements for Notice of a Proposed Utility Rate Change.

DEPARTMENT: Administration

PREPARED BY: Darcy Vaughn

ATTACHMENTS:

[Attachment 1 - Utility Rate Amendment Ordinance \(redline\)](#)

[Attachment 2 - Utility Rate Amendment Ordinance \(clean\)](#)

[Attachment 3 - UCC Article 1, Chapter 6, Division 4](#)

Summary: The City Council will discuss, and possibly introduce by title only, a proposed ordinance amending the current City Code provisions regarding notice requirements for a proposed utility rate change to eliminate duplication between the City Code and Proposition 218 requirements and fix other inconsistencies. This amendment is process related and does not change any rates.

Background: The current Ukiah City Code provisions regarding the required procedures for adjusting utility rates state that, for proposed changes to rates for water service, sewer service, electricity services, landfill gate fees and curbside garbage collection, the City Clerk must arrange for notice of the proposed change "to be published in a newspaper of general circulation in the City at least ten (10) days prior to any City Council consideration of the proposed change" (UCC § 3953). The City Code also sets forth the requirements for the content of the published notice.

RECOMMENDED ACTION: Introduce the Utility Rate Change Ordinance by Title Only.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

These notice procedures are duplicative with the notice requirements for water, sewer and curbside garbage collection rates which the City considers fees for "Property Related Services" as defined in Proposition 218. Under Proposition 218 (Cal. Constitution, Article XIII.D, Section 6) direct mail notice to all property owners and others who pay for Property Related Services is required to be given at least 45 days before a public hearing on the proposed rate changes. Any ratepayer can file a protest prior to or at the hearing. The fees cannot be changed, if protests are received from a majority of the ratepayers. Electricity rates are excluded from these requirements by Proposition 218. Landfill or transfer station gate fees are not property related fees to which the Proposition 218 procedures apply.

As a result, under the current provisions in the Ukiah City Code, the City must follow both the City and the Proposition 218 procedures, when an increase in water, sewer, or curbside garbage collection fees is proposed. Given that Proposition 218 provides better notice and hearing rights than the City Code procedures, it is a redundant and unnecessary step for the City to also provide for published notice under the City Code procedure.

Discussion: Staff would prefer to streamline the process of noticing utility rate changes by eliminating these duplicative procedures. This would be best accomplished by amending Section 3951 of the Ukiah City Code so that the required procedure for amending utility rates set forth in Chapter 6 of the City Code does not apply to those utility rates to which Proposition 218 applies. The amendment to Section 3951 of the City Code will further state that the City need only comply with the notice procedures and requirements set forth in Proposition 218 when adjusting fees for Property Related Services, currently water, sewer and curbside garbage collection fees. For all utility rate adjustments to which Proposition 218 does not apply, currently electricity service and transfer station gate fees, the procedures for adjustment will remain the same.

Section 3951 has also been amended to change the maximum duration of an automatic rate increase based on the consumer price index from three years to five years, to be consistent with the duration limits set forth in the Government Code for property-related fees. This amendment will also change the frequency of full rate review for rates based on cost of living increases to every five years instead of every four years. This provision will coincide with the current schedule for cost of living increases and full rate review for solid waste transfer station rates and curbside collection rates.

These proposed amendments are set forth in the Utility Rate Change Ordinance attached here (see Attachment 1, redlined version and Attachment 2, clean version). Attachment 3 depicts the entirety of Article 1, Chapter 6, Division 4 of the City Code with the proposed amendment to Section 3951 implemented.

ORDINANCE NO.

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH
AMENDING SECTION 3951 OF ARTICLE 1 TO CHAPTER 6 IN
DIVISION 4 OF THE UKIAH CITY CODE, REGARDING THE
REQUIREMENTS FOR NOTICE OF A PROPOSED UTILITY RATE
CHANGE**

The City Council of the City of Ukiah hereby ordains as follows:

SECTION ONE.

Section 3951 of Article 1, Chapter 6, of Division 4 of the Ukiah City Code are hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§3951 RATES AFFECTED BY THIS CHAPTER

~~A. Water service rate schedules.~~

~~B. Sewer service rate schedules.~~

~~CA.~~ Electric Service Rate Schedules: Provided, however, P.G.&E. fuel cost adjustments as approved by the California State Public Utilities Commission for retail rates shall be adopted without adherence to notice requirements and public hearing procedures as set forth in §§3953, 3954, 3956 and 3957 of this Article. City shall, by administrative action, pass such fuel cost adjustments on- to the electric service users as they shall occur.

~~DB.~~ Garbage rate schedules consisting of franchise fees, ~~user fees~~ and sanitary land fill ~~and transfer station~~ site fees as applicable.; ~~provided, however, that~~

~~C.~~ ~~Nothing~~ contained in this Article shall prohibit the City from authorizing automatic adjustments of ~~user fees~~ fees subject to this Article or payments to a contractor as defined in §4406 of this Code by reference to the United States Department of Labor's consumer price index or a similar commonly accepted cost of living index. The City Council shall not adopt such an automatic increase without first complying with the procedures contained in this Article. No such automatic increase shall remain in effect for longer than a ~~three-five~~ (35) year period, unless the rate is subject to review and revision in accordance with the procedures contained in this Article not less often than every ~~four-five~~ (54) years.

~~D.~~ Utility fees, charges, and rates charged for a Property Related Service as defined in Article XIII.D §2 of the California Constitution shall be adjusted in accordance with the procedures required by Article XIII D, Section 6 and Article 4.6, commencing with Section 53750 of Division 2, Part 1, Chapter 4 of the Government Code, as amended.

SECTION TWO.

1. Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of

the Ordinance. The City Council of the City of Ukiah hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

2. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.

3. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.

Introduced by title only on November __, 2017, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adopted on _____, 2017 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk

ORDINANCE NO.

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH
AMENDING SECTION 3951 OF ARTICLE 1 TO CHAPTER 6 IN
DIVISION 4 OF THE UKIAH CITY CODE, REGARDING THE
REQUIREMENTS FOR NOTICE OF A PROPOSED UTILITY RATE
CHANGE**

The City Council of the City of Ukiah hereby ordains as follows:

SECTION ONE.

Section 3951 of Article 1, Chapter 6, of Division 4 of the Ukiah City Code are hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§3951 RATES AFFECTED BY THIS CHAPTER

A. Electric Service Rate Schedules: Provided, however, P.G.&E. fuel cost adjustments as approved by the California State Public Utilities Commission for retail rates shall be adopted without adherence to notice requirements and public hearing procedures as set forth in §§3953, 3954, 3956 and 3957 of this Article. City shall, by administrative action, pass such fuel cost adjustments on- to the electric service users as they shall occur.

B. Garbage rate schedules consisting of franchise fees and sanitary land fill and transfer station site fees as applicable.

C. Nothing contained in this Article shall prohibit the City from authorizing automatic adjustments of fees subject to this Article or payments to a contractor as defined in §4406 of this Code by reference to the United States Department of Labor’s consumer price index or a similar commonly accepted cost of living index. The City Council shall not adopt such an automatic increase without first complying with the procedures contained in this Article. No such automatic increase shall remain in effect for longer than a five (5) year period, unless the rate is subject to review and revision in accordance with the procedures contained in this Article not less often than every five (5) years.

D. Utility fees, charges, and rates charged for a Property Related Service as defined in Article XIII.D §2 of the California Constitution shall be adjusted in accordance with the procedures required by Article XIII D, Section 6 and Article 4.6, commencing with Section 53750 of Division 2, Part 1, Chapter 4 of the Government Code, as amended.

SECTION TWO.

1. Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Ukiah hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase

thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

2. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.

3. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.

Introduced by title only on November __, 2017, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2017 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk

ARTICLE 1. PROCEDURE FOR AMENDING UTILITY RATES

SECTION:

- §3950: Statement Of Policy
- §3951: Rates Affected By This Chapter
- §3952: Proposal For Rate Changes
- §3953: Notice Of Proposed Change
- §3954: Content Of Prior Notice
- §3955: Public Hearing Required
- §3956: Action By Council
- §3957: Publication Of Resolution Establishing Rates

§3950 STATEMENT OF POLICY

It is the intent of the City Council through the procedures outlined in this Chapter to provide opportunities for citizens to be informed of proposed utility rate adjustments prior to action by Council and to allow citizens an opportunity to present their views prior to Council action.

§3951 RATES AFFECTED BY THIS CHAPTER

The amendment of the following fees, charges, rates and taxes shall be accomplished according to the following procedure outlined in this Chapter:

- A. Electric Service Rate Schedules: Provided, however, P.G.&E. fuel cost adjustments as approved by the California State Public Utilities Commission for retail rates shall be adopted without adherence to notice requirements and public hearing procedures as set forth in §§3953, 3954, 3956 and 3957 of this Article. City shall, by administrative action, pass such fuel cost adjustments on- to the electric service users as they shall occur.
- B. Garbage rate schedules consisting of franchise fees and sanitary land fill and transfer station site fees as applicable.
- C. Nothing contained in this Article shall prohibit the City from authorizing automatic adjustments of fees subject to this Article or payments to a contractor as defined in §4406 of this Code by reference to the United States Department of Labor's consumer price index or a similar commonly accepted cost of living index. The City Council shall not adopt such an automatic increase without first complying with the procedures contained

in this Article. No such automatic increase shall remain in effect for longer than a five (5) year period, unless the rate is subject to review and revision in accordance with the procedures contained in this Article not less often than every five (5) years.

D. Utility fees, charges, and rates charged for a Property Related Service as defined in Article XIII.D §2 of the California Constitution shall be adjusted in accordance with the procedures required by Article XIII D, Section 6 and Article 4.6, commencing with Section 53750 of Division 2, Part 1, Chapter 4 of the Government Code, as amended.

§3952 PROPOSAL FOR RATE CHANGES

When a rate change appears desirable the proposal shall be referred to the City Manager who shall prepare a written report and recommendation on the proposed rate change.

§3953 NOTICE OF PROPOSED CHANGE

Upon notice of the completion of the City Manager's report the City Clerk shall cause a notice to be published in a newspaper of general circulation in the City at least ten (10) days prior to any City Council consideration of the proposed change.

§3954 CONTENT OF PRIOR NOTICE

The notice caused to be published by the City Clerk shall contain the following information:

The notice shall be titled:

- A. Notice of public hearing to consider amendment of utility rates.
- B. The date, time and place when the hearing will be held.
- C. A copy of the proposed rate structure and the suggested effective date.
- D. A statement that the city manager's report is on file with the city clerk and is available for review by interested persons.

§3955 PUBLIC HEARING REQUIRED

Prior to adopting any change in utility rates, the city council shall hold a public hearing for the purpose of hearing the report and recommendation of the city manager and the comments of any interested persons. Such hearing may be continued if the council so desires.

§3956 ACTION BY COUNCIL

Following the public hearing the city council may amend, revise, add to, and make deletions from the proposed rate change. The rate schedule so arrived at shall be put in the form of a resolution and shall be acted upon in the manner in which resolutions are usually considered by council.

§3957 PUBLICATION OF RESOLUTION ESTABLISHING RATES

When the city council amends rates or charges using the procedures set forth in this chapter the city clerk shall cause the publication of the resolution establishing rates in a newspaper of general circulation in the city within ten (10) days following council action.



AGENDA SUMMARY REPORT

SUBJECT: Discussion and Possible Action Regarding Cancellation of the January 3, 2018, City Council Meeting Unless Otherwise Determined to be Needed by the City Manager for Time Sensitive Items.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler

ATTACHMENTS:

None

Summary: Council will consider cancelling the January 3, 2018, meeting due to the light number of business items anticipated.

Background: Historically over the holidays there are fewer business items that come forward for Council consideration, and normally only one Council meeting in either December or January has been necessary.

Discussion: Due to the light number of business items anticipated over the holidays, staff is recommending the cancellation of the January 3rd meeting unless otherwise determined to be needed by the City Manager for time sensitive items.

RECOMMENDED ACTION: Approve the cancellation the January 3, 2018, City Council Meeting unless otherwise determined to be needed by the City Manager for time sensitive items.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

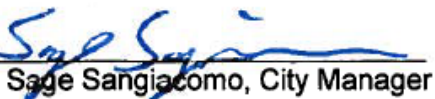
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved: _____


Sage Sangiacomo, City Manager

There are no Attachments to this Agenda Item.