

**CITY OF UKIAH
CITY COUNCIL AGENDA
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
August 3, 2016
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- a. Minutes of July 20, 2016, a Regular Meeting.
- b. Minutes of July 25, 2016, a Special Meeting.

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.

- a. Authorize City Manager to Assign Current Lease with California Shock Trauma Air Rescue to Calstar Air Medical Services, LLC.
- b. Adoption of Resolution Removing Ninety-Four (94') Lineal Feet of On-Street Parking and Establishing a Bus Loading Zone at 671 South Orchard Avenue.
- c. Report of Acquisition of Professional Services from Rau and Associates, Inc. for Additional Design Work for the Smith Street Sidewalk Reconstruction Project.

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)

12. UNFINISHED BUSINESS

- a. Adopt Ordinance Adding Division 9, Chapter 2, Article 15.6 to the Zoning Code Related to Development and Operating Standards for Community Gardens, Live Entertainment, Outdoor Dining, Sidewalk Cafes, and Specialty Food and Beverage Sales with Tasting and Adding Definitions of Outdoor Dining and Sidewalk Cafes.
- b. Adoption of Ordinance Amending the Maximum Fence Height from Six Feet to Seven Feet in All Zoning Districts; and Amending the Parking Lot Tree Shading Requirement from Ten Years to Fifteen Years Applicable in the R-2, R-3, C-N, C-1, C-2, P-D, P-F.
- c. Award of Contract for a Feasibility Analysis for a Downtown Hotel to CBRE in the Amount of \$25,000 and Approval of Corresponding Budget Amendments.
- d. Continued Discussion of the Development of Water Conservation Methods for the Todd Grove Recreation Area, Including the Ukiah Golf Course, and Request for Council to Consider Approval of up to \$72,000 for Development of Water Efficient Irrigation System Plans for the Area.
- e. Fiscal Year 2016-17 Budget Status Update and Discussion.

13. NEW BUSINESS

- a. Report of 2015-16 Activities from the Ukiah Main Street Program.
- b. Expansion of the Light Pole Banner Program to Include Airport Park Boulevard and East Perkins Street on Behalf of the Ukiah Main Street Program.
- c. Authorize Execution of Amendment to the Agreement with SHN in an Amount not to Exceed \$32,380 for Supplemental Services for the North State Street - Low Gap Road Storm Drain and Traffic Signal Project and Approve Budget Amendment.
- d. Discussion and Possible Introduction by Title Only of an Ordinance Amending Section 7154 in Division 8, Chapter 1, Article 10 of the Ukiah City Code to Allow Tow Trucks and Commercial Recovery Vehicles to Park in Residential Neighborhoods.
- e. Review of Appointments and Discussion Regarding 2016 Council Assignments.

14. CLOSED SESSION – Closed Session may be held at any time during the meeting.

- 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*
- 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*

c. **Conference with Legal Counsel – Existing Litigation**

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

Name of case: *County of Mendocino v. Solid Waste System, Inc. et al.*, Mendocino County Superior Court, Case No. SCUК-CVG-11-59459

d. **Conference with Legal Counsel – Existing Litigation**

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

Name of case: *Ukiah Citizens for Safety First v. City of Ukiah*, Mendocino County Superior Court, Case No. SCUКCVPT 14-63579

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.

Dated this 29th day of July, 2016.

Kristine Lawler, City Clerk

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
July 20, 2016
6:00 p.m.

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

Ukiah City Council met at a Regular Meeting on July 20, 2016, having been legally noticed on July 15, 2016. Mayor Scalmanini called the meeting to order at 6:00 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Kevin Doble, Jim O. Brown, Stephen G. Scalmanini. **Councilmember Absent by Prearrangement:** Maureen Mulheren. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

3. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**

a. Introduction of Ukiah's New Poet Laureate.

Presenters: Benj Thomas, Poet Laureate Organization Representative and Bill Churchill, outgoing Poet Laureate.

Incoming Poet Laureate Comments: Michael Riedell.

b. Proclamation of Lesbian, Gay, Bisexual, and Transgender (LGBT) Pride Week: July 17-24, 2016.

Presenter: Mayor Scalmanini

Proclamation received by Paul Sagan and (unidentified woman).

4. **PETITIONS AND COMMUNICATIONS**

5. **APPROVAL OF MINUTES**

a. Minutes of July 6, 2016, a Regular Meeting.

Motion/Second: Brown/Crane to approve Minutes of July 6, 2016, a Regular Meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Crane, Brown, and Scalmanini. NOES: None. ABSENT: Mulheren. ABSTAIN: Doble.

6. **RIGHT TO APPEAL DECISION**

7. **CONSENT CALENDAR**

a. Report of Disbursements for Month of June - *Finance*.

b. Adoption of Resolution (2016-42) Making Appointments to the Board of Appeals; Design Review Board; Parks, Recreation, and Golf Commission; and Paths, Open Space, and Creeks Commission – *City Clerk*.

c. Adoption of Resolution (2016-43) Approving an Application for Proposition 1 California Urban Rivers Grant Program for Development of Riverside Park –*Community Services*.

- d. Approval of Purchase of Body Worn Cameras from Data 911 in an Amount not to Exceed \$21,683.38 plus Applicable Sales and Shipping Costs and Approval of Corresponding Budget Amendment - *Police*.
- e. Approve an Agreement (COU No. 1617-090) for Professional Services for Website Design and Maintenance with Rich Anderson and Authorize the Mayor to Execute the Agreement – *Community Services*.
- f. Approval of Notice of Completion for Crosswalk at North State Street and Garrett Drive, Specification No. 15-11 – *Public Works*.
- g. Adoption of Resolution (2016-44) Approving Termination of Participation in PERS Health Plan by Fire Unit Employees – *Human Resources*.
- h. ~~Update on the Groundwater Resource Evaluation in the Vicinity of the Ukiah Golf Course and Request for Council to Consider Approval of the Design of a Water Efficient Irrigation System for the Area – *Public Works*. This item was pulled by Councilmember Crane and moved to Agenda Item 13e.~~
- i. Authorize the City Manager to Negotiate and Enter into a Contract (COU No. 1617-091) with L.S. Mitchell Architect, Inc. for Consulting Services to Assist the Electric Utility Department with the Design and Building Plans for the 1350 Hastings Road Property in an Amount Not to Exceed \$120,000 and Approval of Corresponding Budget Amendment (EUD) – *Electric Utility*.

Motion/Second: Crane/Brown to approve Consent Calendar Items 7a-g and 7i, with the revised resolution for Agenda Item 7b. Motion **carried** by the following roll call votes: AYES: Crane, Doble, Brown, Scalmanini. NOES: None. ABSENT: Mulheren. ABSTAIN: None.

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Fabiola Ruiz.

9. COUNCIL REPORTS

Presenter: Councilmember Doble.

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager; Chris Dewey, Chief of Police; Shannon Riley, Senior Management Analyst; and Kristine Lawler, City Clerk.

New Police Officers, Cesar Mendoza and Saul Perez, were introduced.

11. PUBLIC HEARINGS (6:15 PM)

- a. **Discussion and Possible Adoption of Negative Declaration and Introduction of Ordinance Adding Division 9, Chapter 2, Article 15.6 to the Zoning Code Related to Development and Operating Standards for Community Gardens, Live Entertainment, Outdoor Dining, Sidewalk Cafes, and Specialty Food and Beverage Sales with Tasting – Planning.**

Presenter: Kevin Thompson, Principal Planner.

PUBLIC HEARING WAS OPENED AT 6:59 P.M.

Public Comment: Phil Baldwin.

PUBLIC HEARING WAS CLOSED AT 7:20 P.M.

Motion/Second: Doble/Crane to adopt the Negative Declaration. Motion **carried** by the following roll call votes: AYES: Crane, Doble, Brown, Scalmanini. NOES: None. ABSENT: Mulheren. ABSTAIN: None.

RECESS 7:27 – 7:39 PM

Motion/Second: Doble/Crane to introduce Ordinance by title only. Motion **carried** by the following roll call votes: AYES: Crane, Doble, Brown, Scalmanini. NOES: None. ABSENT: Mulheren. ABSTAIN: None.

City Clerk, Kristine Lawler, read the title into the record.

Motion/Second: Doble/Crane to introduce by title only the proposed ordinance adding Division 9, Chapter 2, Article 15.6. with the following revisions:

- Section 9173.2 Community Gardens – Change height reference for fences from 6 feet to 7 feet;
- Delete any bracketed comments throughout the document;
- Section 9278 Definitions – ‘Outdoor Dining’ and ‘Sidewalk Cafes’ will be revised to include the wording *food ordered from the establishment*, and the references to being *served by a waiter or waitress* will be deleted;
- Section 9173.3 Live Entertainment, A. - The hours of operation for live entertainment facilities will read from 10 a.m. to 11 p.m.;
- Section 9173.3 Live Entertainment, Subsection B. Management Plan - The hours of operation will be specified in the management plan and will be added as a Section 7, and the current section 7 will be renumbered as Section 8.
- Under 9173.3 Live Entertainment, change the letters A – F to be numbers.
- Assign the letter A to the Live Entertainment paragraph just under the title for Section 9173.3.

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

Council Consensus to move Item 13b before 11b.

13. **NEW BUSINESS**

b. Discussion and Possible Adoption of Resolution Establishing a Public Art Policy and Fees – Planning.

Presenter: Kevin Thompson, Principal Planner.

Public Comment: Chat Ko; Will Carson; Laura Fogg; Alyssum Wier, Arts Council of Mendocino County; Tom Winters; Jaye Alison Moscariello; Elizabeth Raybee; Janae Stephens; Jennifer Ingram; Mark Hiliker; and Amelia (no surname given).

Motion by Councilmember Crane for approval of the recommended action with a fee of \$100.

Motion dies for lack of second

Motion by Councilmember Doble, seconded by Councilmember Crane to adopt the resolution establishing a public art policy and not require a fee to install the art on City property.

Councilmember Crane suggests adding to the motion that the item comes back to Council in a year for review, to which the maker of the motion agrees.

Motion/Second: Doble/Crane adopt the resolution (2016-45) establishing a public art policy and not require a fee to install the art on City property, and bring the item back to Council in a year for review, with the following changes to be made to the resolution:

- Section I. Purpose – Add to last sentence of the first paragraph, ...; *this policy does not apply to City administered art related programs.*
- Section II. Definitions, Subsection “Public Place” – strike the first sentence and begin paragraph with *This Policy shall govern Artwork and/or Public Artwork in the following public places:*.

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

11. **PUBLIC HEARINGS - Continued**

b. Discussion and Possible Adoption of Revisions to the City Code Amending the Maximum Fence Height from Six Feet to Seven Feet in All Zoning Districts; and Amending the Parking Lot Tree Shading Requirement from Ten Years to Fifteen Years Applicable in the R-2, R-3, C-N, C-1, C-2, P-D, P-F – Planning.

Presenter: Michelle Johnson, Assistant Planner.

PUBLIC HEARING WAS OPENED AT 8:44 PM

Public Comment: Mark Hiliker.

PUBLIC HEARING WAS CLOSED AT 8:55 PM

Motion/Second: Crane/Doble to introduce ordinance by title only.

Clerk read the title.

Motion/Second: Crane/Doble to introduce the ordinance Amending Division 9, Chapter 2, Article 3, Section 9016(A), and Article 16, Section 9178(B) related to Fence Height; Article 4, Section 9037(B)(1)(E), Article 5, Section 9052(B)(1)(E), Article 6, Section 9068(D)(1)(E), Article 7, Section 9087(D)(1)(E), Article 8, Section 9101(D)(1)(E), and Article 15, Section 9170.7(E)(5) related to Tree Shade Requirements. Motion **carried** by the following roll call votes: AYES: Crane, Doble, Brown, Scalmanini. NOES: None. ABSENT: Mulheren. ABSTAIN: None.

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

a. Authorize the City Manager to Negotiate and Execute a Sole Source Contract with Aaronson Law Offices, for the Purpose of Providing Independent Police Auditing Services for the City of Ukiah and Approve Corresponding Budget Amendment – Police.

Presenter: Chris Dewey, Police Chief.

Motion/Second: Crane/Brown to authorize the City Manager to negotiate and execute a sole source contract (COU No. 1617-092) with the Aaronson Law Offices, for the purpose of providing independent police auditing services for the City of Ukiah and approve corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Crane, Doble, Brown, Scalmanini. NOES: None. ABSENT: Mulheren. ABSTAIN: None.

c. Update Regarding Visit Ukiah Activities and Progress – Administration.

Presenter: Shannon Riley, Senior Management Analyst.

Report was received.

d. Receive the Electric Utility Department's Fiscal Year 2016-2017 Operating Budget Significant Change Overview Report (EUD) – Electric Utility.

Presenter: Mel Grandi, Electric Utility Director.

Report was received.

e. Update on the Groundwater Resource Evaluation in the Vicinity of the Ukiah Golf Course and Request for Council to Consider Approval of the Design of a Water-Efficient Irrigation System for the Area – Public Works. This item is from the Consent Calendar Agenda Item No. 7h.

Presenters: Maya Simerson, Program Administrator and Tami Bartolomei, Community Services Administrator.

Motion/Second: Crane/Brown to continue the item. Motion **carried** by the following roll call votes: AYES: Crane, Doble, Brown, Scalmanini. NOES: None. ABSENT: Mulheren. ABSTAIN: None.

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*

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*

c. Conference with Legal Counsel – Existing Litigation

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

Name of case: *County of Mendocino v. Solid Waste System, Inc. et al., Mendocino County Superior Court, Case No. SCUK-CVG-11-59459*

d. Conference with Legal Counsel – Existing Litigation

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

Name of case: *Ukiah Citizens for Safety First v. City of Ukiah, Mendocino County Superior Court, Case No. SCUKCVPT 14-63579*

15. ADJOURNMENT

There being no further business, the meeting adjourned at 10:11 p.m.

CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482

July 25, 2016
1:00 p.m.

1. **ROLL CALL AND PLEDGE OF ALLEGIANCE**

Ukiah City Council met at a Special Meeting on June 25, 2016, having been legally noticed on July 22, 2016. Mayor Scalmanini called the meeting to order at 1:05 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Maureen Mulheren, Kevin Doble, Vice Mayor Jim O. Brown, and Mayor Stephen G. Scalmanini. **Staff Present:** Sage Sangiacomo, City Manager and Kristine Lawler, City Clerk.

MAYOR SCALMANINI PRESIDING.

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

3. **FISCAL YEAR 2016 – 2017 BUDGET**

a. Receive Departmental Budget Overviews, and Discuss and Consider Operational Expenses, Services, and Revenues for Fiscal Year 2016 - 2017.

Presenters / Budget Team: Sage Sangiacomo, City Manager; David Spilman; Interim Finance Director; Sheri Mannion, Senior Management Analyst; Daphne Harris, Administrative Analyst; and Daniel Buffalo, Incoming Finance Director.

1. Overview of the Fiscal Year 2016 - 2017 Budget, and Review of the Cost Allocation Plan – *Finance Department and Budget Team – David Spilman, Interim Finance Director.*
2. City Manager: City Clerk, City Council, City Manager, Administrative Support, Miscellaneous General Government, City Attorney, Treasury Management, Human Resources, Community Outreach, Successor Agency – *Sage Sangiacomo, City Manager.*
3. Finance: Accounting, Purchasing, Utility Billing and Collections – *David Spilman, Interim Finance Director.*
4. Economic Development: Economic Development, Downtown Business Improvement District, Low-and-Moderate Income Housing Fund (LMIHF), Community Development Block Grant (CDBG) Program, Visit Ukiah – *Shannon Riley, Senior Management Analyst.*
5. Community Services: Parks, Aquatics and Recreation, Museum, Golf, Ukiah Valley Conference Center, Building Maintenance, Alex Rorabaugh Recreation Center, Information Technology – *Tami Bartolomei, Community Services Administrator; Maya Simerson, Project and Grant Administrator; Jarrod Meyer, Parks Supervisor; Kerry Randall, Facilities Administrator; Sherry Smith-Ferry, Museum Director; and Scott Shaver, I.T. Coordinator.*

RECESS 3:27 – 3:43 P.M.

6. Airport - *Greg Owen, Airport Manager.*

7. Police: Animal Control, Police, Dispatch, Parking District, Supplemental Law Enforcement Services Fund (SLESF) – *Chief Chris Dewey, Police Chief.*
8. Fire – *Chief John Bartlett, Fire Chief.*
9. Planning – *Kevin Thompson, Principal Planner.*
10. Building – *Kevin Thompson, Principal Planner.*
11. Public Works: Engineering, Streets, Traffic Signals, Storm Water, Landfill, Water, Wastewater, Recycled Water, Garage, Corp Yard – *Tim Eriksen, Public Works Director and Sean White, Water/Sewer Utilities Director; Jarod Thiele, Public Works Project Analyst; and Rick Seanor, Deputy Public Works Director.*

Councilmember Doble departed at 4:45 P.M. by prearrangement.

Public Comment:

4. ADJOURNMENT

There being no further business, the meeting adjourned at 5:03 p.m.

Kristine Lawler, City Clerk



ITEM NO.: 7a

MEETING DATE: August 3, 2016

AGENDA SUMMARY REPORT**SUBJECT: AUTHORIZE CITY MANAGER TO ASSIGN CURRENT LEASE WITH CALIFORNIA SHOCK TRAUMA AIR RESCUE TO CALSTAR AIR MEDICAL SERVICES, LLC****Summary:** Authorize City Manager to assign Calstar current lease to Calstar Air.**Background:** California Shock Trauma Air Rescue ("Calstar") will be joining REACH Air Medical Services, LLC ("REACH") under the corporate umbrella of REACH Medical Holdings, LLC (a wholly-owned subsidiary of Air Medical Group Holdings, Inc.).**Discussion:** Pursuant to the terms of this transaction, Calstar will transition its operations, including all of its employees and operating assets, to a new company named Calstar Air Medical Services, LLC ("Calstar Air").

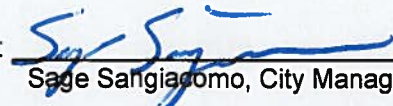
The assignment of the current lease from Calstar to Calstar Air will not in any way amend or alter the terms of the current lease. Calstar Air will have responsibility for the performance of all of Calstar's obligations under the current lease agreement. Calstar has drafted the assignment that will be reviewed by the City Attorney prior to execution by the City Manager (Attachment #2).

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Authorize City Manager to assign current lease with California Shock Trauma Air Rescue to Calstar Air Medical Services, LLC.**ALTERNATIVES:** Do not approve the change and provide direction to staff.

Citizens advised: None
Requested by: Greg Owen, Airport Manager
Prepared by: Greg Owen, Airport Manager
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Greg Owen, Airport Manager
Attachment: 1. Agreement for Lease of Airport Property – Calstar
2. Lease Assignment

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



CITY OF UKIAH
AGREEMENT FOR LEASE
OF AIRPORT PROPERTY

AGREEMENT FOR LEASE OF PROPERTY
UKAIH REGIONAL AIRPORT
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EXHIBITS:

- A. Leased Premises (Bldg. 9)
- B. Insurance Requirements
- C. FAA Assurances

UKIAH REGIONAL AIRPORT

Lease Summary

Type of Agreement	LEASE OF BUILDING AND ASSOCIATED AREAS AT UKIAH AIRPORT	
Lessor	City of Ukiah	
Lessee	California Shock Trauma Air Recue	
Representative	Christian R. Giller (Chief Operations Officer)	
Phone	916-921-4095	
Notice Address	<u>Lessee</u> California Shock Trauma Air Recue 4933 Bailey Loop McClellan, Ca 95652	<u>Lessor</u> City of Ukiah 1403 South State St Ukiah, CA 95482
Initial Term	Five years commencing on Effective Date of Agreement	
Termination	The last day of the sixty (60 th) full calendar month following the Effective Date	
Leased Premises	1. Approximately 3,000 sf of Hangar space identified as Building 9 as shown on Exhibit A 2. Approximately 14,400 sf of air-side paved ground as shown on Exhibit A 3. Approximately 9,112 sf of landscaped area as shown on Exhibit A 4. Approximately 5,760 sf of land-side parking as shown on Exhibit A 5. Approximately 384 sf of Modular office space as shown on Exhibit A	
Rent	lease Year 1: 3,000 sf Hangar space at \$0.28 per sf per month \$ 840.00 14,400 sf air-side paved ground at \$0.03 per sf per month \$ 432.00 9,112 sf landscaped area at \$0.00per sf per month \$ 0.00 5,760 sf land-side parking at \$0.03 per sf per month \$ 172.80 384 sf Modular office space at \$0.92 per sf per month \$ 353.28 \$ 1,798.08	
Rent Increases	CPI adjustments annually July 1. (Reference 2.04 (c))	
Security Deposit	Initially \$1,798.08 based upon 1 month Base Rent.	
Utilities	Lessee Responsibility. (Reference Section 2.06)	
Maintenance	Most performed by lessee. (Reference Section 2.10)	
Other Fees	Reference Sections 2.04 - 2.09, 2.12, 3.05, 3.11, 3.13, 3.14, 3.20, 3.22, 3.27,	
Authorized Use(s)	24 hour per day Air Ambulance Service, and the sale of CALSTAR Membership.	
Minimum Insurance	Per Exhibit B, summarized as: General Aggregate: \$2,000,000 Products Comp/Op Aggregate: \$1,000,000 Personal & Adv. Injury: \$1,000,000	

	Each Occurrence: \$1,000,000 Fire Damage: \$ 1,000,000 Automobile Liability: \$1,000,000 Workers' Compensation: Statutory Employer's Liability: \$1,000,000 per accident for bodily injury or disease
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Note: This Lease Summary is presented as a reference of the Lease information at the time of execution. If there is a discrepancy between the information contained in this Lease Summary and the requirements contained in the remainder of this Lease, the requirements as stated in the remainder of this Lease will be applied.

**AGREEMENT FOR LEASE OF PROPERTY
UKIAH REGIONAL AIRPORT**

THIS AGREEMENT is entered on September 1 , 2010 ("Effective Date"), by the CITY OF UKIAH, a general law Regional corporation, hereafter "City," and California Shock Trauma Air Recue, California Shock/Trauma Air Recue, organized under and in compliance with the laws of the State of California, and authorized to conduct business in the State of California, hereafter "Lessee."

RECITALS:

1. City operates and maintains the Ukiah Regional Airport, (hereafter "Airport"), located in the City of Ukiah, California, and has the right to lease portions of such Airport, subject to the terms and conditions hereafter set forth.
2. Lessee is a company engaged in FAA Part 135 Air Carrier Service as a nonprofit 501 (c) (3) for their services.
3. Lessee desires to lease Airport property and facilities from the City for use in conducting Lessee's operations at the Airport.
4. City is willing to lease property and facilities to Lessee on the terms and conditions set forth in this Lease.

AGREEMENT:

City and Lessee hereby agree as follows.

Article 1 Definitions

As used herein, the following words and phrases shall have the meanings set forth below:

1.01 Airport

"Airport" means the Ukiah Regional Airport operated by the City as a public airport.

1.02 Airport Manager

"Airport Manager" means the City employee who manages the day-to-day operation of the Airport and who has the authority and responsibilities contained in Division 6, Chapter 1, Article 1 of the Ukiah City Code, commencing with Section 5000. Whenever in this agreement reference is made to the Airport Manager, that reference may include any other officer or employee of the City, including the City Council or the City Manager, if the approval of that other officer or employee is required by the laws and rules applicable to the City.

1.02 Anniversary Date

"Anniversary Date" means the day and month of the Effective Date in each year following the year, when this lease was first entered by the parties.

1.03 Base Rent

"Base Rent" means rent specified in Section 2.04(b) of this Lease.

1.04 CPI

"CPI" means the Consumer Price Index published by the United States Bureau of Labor Statistics, for all commodities for all urban consumers in the All U.S. Cities Average Index (index base 1982-84=100).

1.05 City Council

"City Council" means the legislative body of the City as established in Title 4, Division 3, Part 2 of the California Government Code, with the authority to lease City property, including property at the Airport.

1.06 DOT

"DOT" means the United States Department of Transportation, and any federal agency succeeding to its jurisdiction.

1.07 FAA

"FAA" means the Federal Aviation Administration of the United States government, and any federal agency succeeding to its jurisdiction.

1.08 Sign

"Sign" shall have the meaning set forth in Section 3.4.

1.09 Leased Premises

"Leased Premises" means those certain premises leased to Lessee pursuant to this Lease, which premises is more particularly described by Section 2.02 and the attached Exhibit A.

1.10 Lease Year

"Lease Year" means a period of twelve (12) consecutive calendar months, starting on the Effective Date September 1, 2010 ("Commencement Date") and ending September 1, 2015.

1.11 Trade Fixtures/ Lessee's Fixtures

"Trade fixtures" shall mean, but shall not be limited to: any signs (electrical or otherwise) used to identify Lessee's business; all machinery and equipment used in connection with Lessee's required or permitted activities pursuant to this Agreement, whether or not such machinery or equipment is bolted or otherwise attached to the Leased Premises; and all other miscellaneous office equipment, furnishings, and personal property of the Lessee.

Article 2 Special Conditions

2.01 Term

(a) Commencement

The term of this Agreement shall be for 5 Lease Years, commencing on the Commencement Date and terminating on September 1 2010 ("Initial Term").

(b) Extension of Initial Term

Lessee may request an extension of the Initial Lease Term and the parties shall negotiate an Extended Term in good faith. Any Extended Term must be evidenced by a written amendment of this Lease approved by each party and signed by their authorized representatives.

If the City requires Lessee to move to a new location at the end of the initial term of this lease, Lessee may request a rental credit to offset the cost of the move to a new location.

(c) Use of the Word "term"

Whenever the word "term" is used hereafter in this Agreement it shall mean the Initial Term and include any Extended Terms to which the parties have agreed.

(d) Early Termination

Lessee may terminate said lease within the term of this lease and be subject to a early termination fee of equal to three months fees without cause.

2.02 Description of Leased Premises

City hereby Leases to Lessee the following premises at Airport more particularly described below and shown on Exhibit A, attached hereto and incorporated herein by this reference:

(a) Approximately 3,000 square feet of hangar space and approximately 384 square feet of modular office space within Building 9, also currently known as DHL HANGAR Ukiah, CA 95482 (Exhibit A);

(b) Approximately 29,272 square feet of air-side/land-side ground surrounding Building 9 (Exhibit A).

Lessee accepts the Leased Premises as specified herein and such area shall not be subject to recalculation. Except as provided herein, all premises are leased in their "as is" condition and without any expressed or implied representations or warranties of any kind whatsoever.

2.03 Use of the Leased Premises

(a) Permitted Use

Subject to the limitations set forth in Section 2.03(b), and elsewhere in this Agreement, Lessee may use the Leased Premises for any or all of the following purposes, but for no other purposes:

City authorizes Lessee to use the assigned space for 24 hour per day Air Ambulance Service, and the sale of CALSTAR Membership, aircraft maintenance, Flight Crew sleeping area and business office.

Lessee, its employees, agents, guests, invitees, suppliers of material and furnishers of services shall have full rights of ingress and egress with respect to the following areas: 1) common use areas of the Airport; 2) the Leased Premises.

Lessee's use of the Leased Premises shall be in accordance with the laws of the federal government and State of California, the ordinances, rules and regulations of the City of Ukiah, the regulations of the FAA, the DOT, and the applicable requirements of any other governmental agency with jurisdiction over the Airport or Lessee's operations at the Airport. Lessee shall not engage in any operations at Airport prior to obtaining any certification that may be required by the FAA. Lessee shall furnish the Airport Manager a copy of any such certificates, upon request.

(b) Limitations

Lessee shall use the Leased Premises in accordance with the following limitations and all other applicable terms, promises, conditions, and covenants contained herein.

1. Except as specifically authorized in subsection (a) of this Section 2.03, Lessee shall not:

a. engage in any commercial or noncommercial aeronautical or non-aeronautical activity at Airport other than as provided in Section (a), including the sale of fuel, oil, or any other petroleum product, without first complying with the *Commercial Operating Standards – Ukiah Airport* and obtaining the required permits or agreements from City; and

b. install or operate coin-operated food or drink dispensing machines or devices unless approved in writing by the Airport Manager.

c. install pay telephones. City specifically reserves the right to arrange for the installation of such pay telephones as Lessee may desire and to secure the income from such installations unless approved in writing by the Airport Manager.

d. sell prepaid telephone cards or lottery tickets unless approved in writing by the Airport Manager.

e. sell any goods or service not approved in writing by the Airport Manager, including, but not limited to, threatening devices or weapons.

f. solicit or advertise goods which are not authorized by the Airport Manager under this Agreement.

g. allow any sale by auction on the Leased Premises, without the prior consent of the Airport Manager.

h. use or allow the Leased Premises to be used for any improper, immoral, or unlawful purpose.

i. obstruct the sidewalks, roadways or passageways adjacent to the Leased Premises.

2.04 Rent

Lessee shall pay rent to City as follows:

(a) Time and Manner of Payment

Lessee shall pay all rent in advance, in equal monthly installments, at City's accounting office, at the address shown for City under Section 2. herein, on the first day of each calendar month throughout the term of this Agreement. Each such monthly installment shall be in an amount equal to one-twelfth (1/12th) of the rent payable for the Lease Year then in effect. Rent for partial months shall be pro-rated on a monthly basis, based on a 12 month year.

Calculation of rent herein, on the basis of amounts payable per Lease Year, is for purposes of convenience only, and shall not be construed as affecting Lessee's obligation to pay City rent for the entire term hereof.

(b) Base Rent

Commencing on the Commencement Date Lessee shall pay Base Rent in the total amount of twenty one thousand five hundred seventy six and .96/100 Dollars (\$21,576.96) for the first Lease Year, at the rate of \$1,798.08 per month. Base Rent has been calculated based on the following rates:

- (i) Hangar Space: \$10,080 per year;
- (ii) Office Space: \$ 4,239.36 per year;
- (iii) Ground Space: \$ 7,257.60 per year.

(c) CPI Rental Increases

Lessee shall pay rental increases, calculated as follows:

- (i) Effective on the July 1st of each Lease Year Lessee shall pay rent based on the just completed Lease Year's rent plus an additional amount calculated as follows:

The just completed Lease Year's rent shall be multiplied by the same percentage as the percentage increase, if any, in the current CPI, prior to any seasonal adjustment, as compared to the same month in the preceding year (e.g. July 2008 level of 219.964 (1982-84=100) is 5.6% higher than in July 2007) Lessee shall pay as additional rent a sum equal to the product thereof, to the

extent that such sum does not exceed one percent (1%) of the total rent payable by Lessee for the immediately preceding Lease Year.

(ii) Any decrease in the CPI shall not result in any decrease in Lessee's rental obligation herein.

2.05 Security Deposit

(a) Initial Deposit

Prior to the Commencement Date, Lessee shall deposit with the finance office the sum equivalent to one months rent, initially one thousand seven hundred ninety eight and .08/100 Dollars (\$1798.08). If deposit is by check, the finance department must confirm that the check has cleared before the Lessee may occupy the Leased premises. City shall not be responsible for payment of any interest on the deposited funds.

(b) Conditions of Deposit

City may use such deposit, or any portion thereof, for payment of any sum owed to City by Lessee, Within fifteen (15) days of applying such deposit to correct a default or to pay amounts due or owing upon termination of this Agreement, City shall provide Lessee with an accounting of such deposit application. Upon termination of this Agreement, such deposit less any amounts due or owing to City by Lessee shall be refunded to Lessee.

2.06 Additional Fees, Charges and Rentals

Lessee shall pay to City additional fees, charges and rentals in the event of any of the following:

(a) If City has paid any sum or sums, or has incurred any obligation or expense, for which Lessee has agreed to pay or reimburse City, or for which Lessee is otherwise responsible; Lessee will be notified

Lessee's obligations pursuant to this Section 2.0 shall include all interest, cost, damages, and penalties in conjunction with such sums so paid or expenses so incurred by City, which may be added by City to any installment of fees, charges, and rents payable herein. Each and every part of such payment by City shall be recoverable by City in the same manner and with like remedies as if it were expressly set forth herein.

2.07 Liquidated Damages from Late Payments

If Lessee is in arrears for ten (10) days or more following the due date of any amount payable to the City under this Lease, the parties acknowledge that additional clerical, accounting and other work will be performed which would not otherwise be needed absent the late payment. In addition, because the actual charges as a result of the late payment are difficult to identify, the parties hereby agree that Lessee shall pay as a reasonable charge, liquidated damages for the late payment in the amount of eighteen percent (18%) annual percentage rate, or twenty five dollars (\$25.00) which ever is greater, applicable from the date such payment was due to the date of actual payment. If the maximum charge permitted by law

is less than the foregoing amount, then the rate shall be such amount determined to be the maximum legal amount.

2.08 Utilities

Lessee, at Lessee's sole cost and expense, shall make its own arrangements and pay for all charges assessed for any and all of its utilities, including, but not limited to, electrical power, natural gas, water, sanitary sewer, trash/garbage collection and disposal, telephone and communication services, and for any other utility service or other service supplied to or used on the Leased Premises, including any and all connection and metering charges, as billed directly to Lessee by the City of Ukiah utilities departments or any other utility companies furnishing such services. Where multiple rental units are supplied a utility service through a master meter for which the Airport or the City is billed, Lessee shall pay such costs and charges based upon such standard Airport rates and charges as may be established from time to time by City, and meter readings, if any, for amounts used by Lessee, within thirty (30) days following the date of such billing. Lessee agrees that any and all such charges for any and all such services shall be paid before they become delinquent and that City shall be protected and held harmless by Lessee from any expense or payment, arising from Lessee's failure to make a timely payment for such services. City shall not be liable to Lessee for any interruption in or curtailment of any utility service, nor shall any such interruption or curtailment constitute a constructive eviction or grounds for rental abatement in whole or in part.

2.09 Maintenance of Leased Premises

(a) Responsibility of City

Throughout the term of this Agreement, City shall, at its sole cost and expense, provide the following maintenance:

- (i) Repair and patch roof, as necessary. Clean and clear gutters as necessary.
- (ii) Provide structural maintenance and/or structural repair to the Leased Premises, including exterior walls, roof, and foundation.

(b) Responsibility of Lessee

Except as otherwise expressly provided in Section 2.09(a), during the term of this Agreement, Lessee shall at its sole cost and expense perform all other maintenance and repair, including but not limited to: after Acceptance by lessee in fully operational condition

- (i) All scheduled maintenance and service of electrical and gas systems in accordance with manufacturers' requirements.
- (ii) Maintenance, repair and performance of all ordinary preventative maintenance and upkeep of the Leased Premises. Such maintenance and repair shall include all appliances, fixtures, and pavement (including but not limited to pot-hole repair, striping, and crack repair) within Lessee's Leased Premises.
- (iii) Maintenance, repair and performance of all ordinary preventative maintenance of the mechanical (heating and cooling), electrical (including relamping and ballast replacement), and plumbing systems.
- (iv) Maintenance, repair and performance of all ordinary preventative maintenance of the rolling doors, loading docks and ramps.

- (v) Maintenance of outdoor paved and unpaved assigned areas ensuring that these areas are litter-free and weed-free.
- (vi) Maintenance, repair and replacement of any improvements, alterations, or additions caused by Lessee whether Lessee has or has not obtained advance authorization from City in accordance with Section 2.10 of this Agreement.
- (vii) Janitorial service to the Leased Premises.
- (viii) Pest control service as necessary to maintain the Leased Premises in vermin free condition.
- (ix) Maintenance of existing grounds and landscaping
- (x) Maintenance, repair, certification, and monitoring of fire systems.

Lessee shall be solely responsible for the cost of any repair or maintenance to the Leased Premises resulting from the negligent acts or omissions of Lessee, its officers, agents, employees, invitees, suppliers, or contractors. In the event of such damage, City may elect to perform such repair or maintenance itself, at Lessee's sole cost and expense, or require Lessee to perform the same at Lessee's sole cost and expense. Provided, however, if such repair or maintenance is not of an emergency nature, as determined by the Airport Manager, in his sole discretion, City shall give Lessee five (5) days advance written notice of its election in such matter.

Lessee is required to maintain the two grass areas as shown in exhibit A. This area must be maintained so that no F.O.D is produced from the Lessees operations.

Lessee agrees to take good care of the premises and to return the same at the termination of this Agreement in as good order and condition as when received, excepting ordinary wear and tear and natural decay.

2.10 Improvements or Alterations

(a) General

No improvements, alterations or repairs of any kind shall be erected, placed, assembled, constructed or permitted on the Leased Premises without first obtaining written authorization from the Airport Manager. In the sole opinion of the Airport Manager, if the proposed improvement, alteration or repair project is of a minor nature, the project may be reviewed and approved solely by the Airport Manager. The Airport Manager, at his sole discretion, based on the nature of the proposed improvement, alteration or repair project may waive one or more of the procedures as set forth in Section 2.11 herein. Notice of such waiver shall be in writing. In the absence of such written waiver, Lessee must follow the procedures as set forth in Section 2.11 herein.

(b) Preliminary Plans

Prior to the preparation of preliminary plans, Lessee shall contact the Airport Manager to schedule a pre-project meeting to brief City staff on the proposed improvement. Preliminary plans shall show the full extent of the improvements to be constructed including grading, drainage, landscaping, paving, structural details and utility locations and the relationship of the proposed improvements to all adjacent Airport parcels, public roadways, service roadways, taxiways and aircraft parking aprons. A minimum of three (3) full sets of preliminary plans shall be submitted for approval. Civil engineering plans shall include plan drawings submitted on a scale not smaller than one (1) inch equals fifty (50) feet. Architectural plans shall include plan drawings at a suitable scale but in no case shall the scale be smaller than 1/16 inch

equals one (1) foot. Plans shall include complete specifications in sufficient detail for City to determine compatibility with City objectives for the overall aesthetic character and quality of the improvements, including the proposed exterior color, scheme, style, materials, wording and placement of all signs.

(c) Review of and Comment on Preliminary Plans

Within thirty (30) days of the date of receipt of the preliminary plans, City will return two sets of plans with comments. City review and comment on the preliminary plans does not mean or infer that the proposed improvement has been approved by City. Additional plans, specifications or design features beyond those submitted with the preliminary plans may be required and shall be prepared by Lessee at the request of City.

(d) Final Plans

A minimum of three (3) copies of final plans and specifications showing responses to comments received and setting forth in all necessary detail the requirements for construction of the project shall be submitted to City for approval prior to submitting plans to other applicable agencies so that City may check them for design conformance with the preliminary plans.

(e) Approval of Final Plans

Within thirty (30) days of the date of receipt of the final plans, if final plans are approved, City will return final plans to Lessee with City approval stamp on the plans. City will retain one full set of final plans. *City approval of the final plans shall only mean that the proposed improvement is consistent with City's goals and objectives for Airport development projects and does not infer that the proposed improvement is approved by the City officials, boards or commissions with regulatory jurisdiction over the project, such as the Building Official, Zoning Administrator, City Engineer, Planning Commission, Traffic Engineering Committee, City Council ("City Regulators").* After approval of the final plans by City, Lessee has full responsibility for obtaining all required federal, State and local approvals and permits including compliance with California Environmental Quality Act (CEQA) requirements.

(f) Modification of Final Plans

Any modifications to the approved final plans including environmental mitigation measures, modifications imposed by City officials, commissions or boards with regulatory jurisdiction over the project, or construction change orders shall be submitted to City for approval prior to construction.

(g) Notice of Completion

Within ten (10) days of construction completion, Lessee shall submit a Notice of Completion to City. Within ten (10) days of receipt of Notice of Completion, City may schedule an inspection of the improvements to be accompanied by Lessee for purposes of confirming compliance with the final plans and any subsequent modifications to the final plans. This inspection tour may be scheduled at the same time Lessee schedules a final inspection in accordance with any requirements imposed by the City Regulators.

(h) As-Constructed/Record Drawings

Within sixty (60) days after filing the Notice of Completion, Lessee shall furnish to City one (1) set of original reproducible record drawings showing the "as-constructed" improvements.

(i) Removal of Unapproved Improvements

Improvements made on the Leased Premises without the approval of final plans for said improvements as outlined herein are hereby determined to be unapproved improvements constructed or installed in violation of the conditions, restrictions and requirements of this Agreement. Unapproved improvements shall be immediately removed at Lessee's sole expense. Portions of improvements that are not constructed as indicated and specified on approved plans are also hereby determined to be unapproved improvements and shall be immediately removed or corrected at Lessee's sole expense.

2.11 Insurance

(a) Throughout the term of this Agreement, Lessee for itself and its officers, representatives, agents, employees, guests, patrons, contractors, subcontractors, licensees, invitees, and suppliers shall maintain in full force and affect the forms of insurance specified in Exhibit B.

2.12 Trash and Garbage

Lessee shall, at its sole cost and expense, provide a complete and proper arrangement for the adequate sanitary handling and disposal away from Airport of all trash, garbage, and other refuse resulting from, or in any way associated with, Lessee's operations. Such arrangements shall include, but not be limited to, the use of suitable covered metal receptacles at the Leased Premises for such garbage, trash and other refuse, and shall comply with the applicable provisions of the Ukiah City Code.

2.13 Vehicular and Equipment Parking

Vehicular and equipment parking by Lessee, its employees, agents, suppliers, subcontractors, customers, guests or invitees shall be restricted to Lessee's Leased Premises. Parking in areas other than the Leased Premises shall be subject such regulations or restrictions as apply to the general public, including the payment of such parking fees and charges as may from time to time be in effect for designated areas.

2.14 Notices

(a) Notices required herein shall be in writing and served personally, sent by overnight courier, such as UPS or Federal Express, U.S. Mail with first class postage prepaid, or facsimile. Any notice mailed pursuant to this Section 2.2(a), shall be presumed to have been received by the addressee 48 hours after deposit in the mail. Either party shall have the right, by giving written notice to the other, to change the addressee, address or facsimile number at which its notices are to be received. Until any such change is made, notices shall be addressed and delivered as follows:

City:

Airport Manager
1403 South State St.
Ukiah, Ca 95481

Lessee:

Calstar, COO and CFO

California Shock Trauma Air Recue
4933 Bailey Loop
McClellan, Ca 95652

If sent by facsimile, said notice shall be presumed to have been received by the recipient upon confirmation by facsimile machine provided that the following facsimile numbers are used:

City:

(707) 467-2855

Lessee:

(916) 921-4000

(b) All notices shall be effective upon receipt and shall be deemed received upon delivery, if personally delivered.

(c) The person and address provided pursuant to Section 2.13(a) shall be deemed each party's agent for service of process, unless the party provides a separate written notice of its agent for service of process, including the agent's street address.

Article 3 General Conditions

3.01 Acceptance of Leased Premises

Lessee hereby accepts the Leased Premises in its "as-is" condition existing on the Commencement Date. Taking possession of the Leased Premises by Lessee shall be conclusive evidence that the condition thereof is satisfactory to Lessee. City makes no representation or warranty that the Leased Premises are suitable for the uses to which Lessee shall be restricted pursuant to this Agreement. All Systems shall be in good working order upon acceptance.

3.02 Accord and Satisfaction

No payment by Lessee or receipt by City of a lesser amount than the rent, fees and/or charges due to be made by Lessee herein shall be deemed to be other than on account of the rent, fees and/or charges due, and no endorsement or statement on any check or in any letter accompanying any check or payment as rent, fees and/or charges shall be deemed an accord and satisfaction, and City may accept such check or payment without prejudice to City's right to recover the balance of such rent, fees and/or charges or to pursue any other remedy provided in this Agreement.

3.03 Airport Regulations

In the use of the Leased Premises, Lessee agrees to observe, obey and abide by all ordinances, airfield rules and other regulations of City applicable thereto. In addition to the foregoing, Lessee shall comply immediately with any and all directives issued by the Airport Manager.

3.04 Amendment Required by FAA

This Agreement may be amended without further consideration for the purpose of satisfying FAA requirements.

3.05 Assignment and Subletting

(a) Assignment

Lessee shall have no right to assign, mortgage, and pledge or otherwise transfer this Agreement, either voluntarily or by operation of law, in whole or in part, without the prior written consent of the City in each instance.

(b) Subletting

Lessee shall have no right to sublease all or any part of the Leased Premises without the prior written consent of City, consent will not be unreasonably withheld

3.06 Authority of Agreement

Lessee warrants and represents that it has the right, power, and legal capacity to enter into, and perform its obligations under this Agreement, without any additional approvals or consents. The execution, delivery, and performance of this Agreement by the undersigned Lessee representatives have been duly authorized by all necessary corporate action of Lessee, and this Agreement will constitute a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms.

3.07 Authority of the Airport Manager

The Airport Manager shall administer this Agreement on behalf of City. The Airport Manager shall represent the City and communicate with the Lessee on behalf of the City. The laws and rules applicable to the City will determine which City official or employee has the authority to make any particular decision on behalf of the City.

Any appeals of these policies can be taken to the Airport Commission for review and recommendation to the City Council.

3.08 California Law

This Agreement shall be interpreted and enforced in accordance with the laws of the State of California. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumption or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

Any litigation filed by Lessee or City against the other regarding the terms of this Agreement, performance of a party's obligations under this Agreement, or any other reason related in any way to this Agreement, shall be filed in the California state courts in Ukiah, California, and the appropriate California courts of appeal. Each party consents to the jurisdiction of such courts and agrees to venue in Ukiah, except as apply to FAA or federal issues

The prevailing party in any action to interpret or enforce this Lease shall be entitled to recover its attorneys' fees and other costs of the litigation from the other party.

3.09 City's Remedies

Pursuant to Section 1951.2 of the California Civil Code:

(a) In the event that Lessee breaches this Agreement and abandons the property before the end of the term hereof, or if Lessee's right to possession is terminated by City because of a breach of this Agreement, this Agreement terminates. Upon such termination, the City may recover from Lessee:

- (i) The "worth at the time of award" of the unpaid rent which had been earned at the time of termination;
- (ii) The "worth at the time of award" of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided;

(iii) The "worth at the time of award" of the amount by which the unpaid rent for the balance of the term hereof after the time of award exceeds the amount of such rental loss that Lessee proves could reasonably be avoided; and
(iv) Any other amount necessary to compensate City for all the detriment proximately caused by Lessee's failure to perform its obligations under this Agreement, or which in the ordinary course of things would be likely to result there from.

(b) The "worth at the time of award" of the amounts referred to in Subsections (a)(i) and (ii) of this Section 3. is computed by allowing interest at the rate of eighteen percent (18%). The "worth at the time of award" of the amount referred to in Subsection (a)(iii) of this Section 3. is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(c) Damages which City may recover pursuant to Subsection (a)(iii) of this Section 3. include the worth at the time of award of the amount by which the unpaid rent for the balance of the term hereof exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided; or City may recover damages pursuant to Subsection (a)(iii) of this Section 3. in the event that City rerents the Leased Premises prior to the time of award and proves that in reletting the property it acted reasonably and in a good-faith effort to mitigate the damages.

(d) Efforts by City to mitigate the damages caused by Lessee's breach of this Agreement do not waive City's right to recover damages pursuant to said Section 1951.2 and this Section 3.

(e) Nothing in this Section 3. affects the right of City under this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, as herein provided.

Notwithstanding the foregoing, in the event of Lessee's breach of this Agreement and abandonment of the Leased Premises, pursuant to Section 1951.4 of the California Civil Code, City may, at its sole option, elect to continue this Agreement and enforce all its rights and remedies herein against Lessee, including the right to recover the rent as it becomes due.

3.10 Cumulative Remedies

No remedy or election herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

3.11 Damage or Destruction of Improvements

In the event that any or all of the improvements located in or on the Leased Premises shall suffer partial or substantial destruction at any time during the term of this Agreement, the respective rights and obligations of the parties hereto with respect to reconstruction, repairing, and/or restoring such improvements and/or with respect to the matter of the continuance or termination of this Agreement following any such destruction, shall be controlled by the provisions of this Section 3.12.

(a) Definitions

For the purpose of this Agreement, the following definitions shall apply: 1) the term "Partial Destruction" as used herein, shall be deemed to mean a destruction of improvements to such an extent that the then currently estimated total costs of restoring the destroyed improvements to as good a condition of habitability and/or usability (for those certain uses herein authorized and intended therefore) as existed immediately prior to the occurrence of any such destruction shall not exceed fifteen percent (15%) of the then current estimated total replacement costs of all of the improvements on the Leased Premises (excluding land and personal properties). 2) the term "Substantial Destruction" as used herein, shall be deemed to mean a destruction of improvements to such an extent that the then current estimated total costs of restoring the destroyed improvements to as good a condition of habitability and/or usability (for those certain uses herein authorized and intended therefore) as existed immediately prior to the occurrence of any such destruction shall exceed fifteen percent (15%) of the then current estimated total replacement costs of all of the improvements on the Leased Premises (excluding land and personal properties).

(b) Repair Obligations and Rights of Termination

In the event the City-owned improvements located in or on the Leased Premises shall suffer Partial or Substantial Destruction at any time during the term hereof, then:

- (i) City may, but shall not be obligated to so perform, the reconstruction, repair, and/or restoration of such improvements.
- (ii) If the destruction is substantial, either party may cancel and terminate this Agreement as of the date of the occurrence of such destruction by giving written notice to the other party within sixty (60) days after such destruction.
- (iii) If, within sixty (60) days after the date of any partial destruction, City has not completed the reconstruction, repair, and/or restoration of the destroyed improvements, then, at any time prior to the completion of such reconstruction, repair and/or restoration by City, Lessee may cancel and terminate this Agreement by service of a minimum of thirty (30) days advance written notice upon City.
- (iv) If within sixty (60) days after the date of any substantial destruction, City has not commenced the reconstruction, repair or restoration of the destroyed improvements or, if such action has been commenced during said period but the Leased Premises shall not have been fully reconstructed, repaired or restored to a tenantable condition within one hundred twenty (120) days following the date of such Substantial Destruction, then, at any time prior to the completion of such reconstruction, repair or restoration by City, Lessee may cancel and terminate this Agreement by service of a minimum of thirty (30) days advance written notice upon City.

(c) Limitation on City's Obligations

The foregoing provisions of this Section 3.1 notwithstanding, City shall not be liable for or obligated to reconstruct, repair, restore, reinstall, or replace any improvements or any furnishings, fixtures, or equipment, or other personal property, installed, placed, located in, on or about the Leased Premises by Lessee, Lessee's employees, agents, representatives, tenants, or sub lessees.

(d) The Payment of Rental

In the event any or all of the City improvements located in or on the Leased Premises shall suffer either Partial or Substantial Destruction, at any time during the term hereof, the monthly rental due to be paid by Lessee shall be paid to the date of such destruction and shall then be abated to the extent that the Leased Premises are untenable, so that Lessee shall only be obligated to pay rental on those portions of the Leased Premises that are tenantable.

3.12 Early Termination by City

City may terminate this Agreement prior to expiration of the term hereof upon the happening of one or more of the following events:

- (a) Lessee fails to make any payment of rent or any other required payment, as and when due herein, where such failure continues for a period of thirty (30) days following service of notice thereof upon Lessee by City;
- (b) Lessee fails to obtain or maintain any of the insurance coverage's required by this Agreement;
- (c) Lessee vacates or abandons the Leased Premises for a period of thirty (30) days or more;
- (d) Lessee breaches the covenants contained in Sections 1, 2 or 4 of Section B of that document entitled "Assurances Required by The Federal Aviation Administration," and incorporated by reference in this Agreement in Section 3.06 or
- (e) Lessee defaults in performance of any promise, term, condition, or covenant required of it herein (other than those expressly set forth in Subsections (a) through (f) above, wherein no further default notice is required).

3.13 Early Termination by Lessee

At any time that Lessee is not in default of its payments or other obligations to City herein, Lessee may terminate this Agreement prior to expiration of the term hereof upon the happening of one or more of the following events:

- (a) Permanent abandonment of Airport by City;
- (b) Assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of Airport, or any substantial part thereof, in such manner as to substantially restrict Lessee in its operations herein for a period of ninety (90) consecutive calendar days;
- (c) Issuance by a court of competent jurisdiction of a permanent injunction which in any way prevents or restrains use of Airport in a manner substantially restricting Lessee's operations at Airport herein;

(d) Lessee provides 90 days written notice of intent to terminate lease without cause, and provided lessee is in good standing; and will pay rent to City through the remainder of the 90 days, in accordance with Section 2.04.

Early termination by Lessee pursuant to this Section 3.1 shall be upon not less than fifteen (15) days advance written notice to the Airport Manager, which notice shall state the basis of such termination and the effective date thereof.

3.14 Execution by City Council

Submission of this document by City for review, examination or execution by Lessee does not constitute a reservation of an option to lease space on the Airport, and this document shall not be effective as a lease agreement, or otherwise, unless and until approved by the City Council of the City and executed by the officer authorized by said Council.

3.15 Force Majeure

Neither City nor Lessee shall be deemed to be in breach of this Agreement if either is prevented from performing any of its obligations herein by reason of strike, boycott, labor dispute, embargo, shortage of energy or materials, act of God, act of a public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, or any other circumstance for which it is not responsible, or which is not within its control.

3.16 Headings

The headings of the articles and Sections of this Agreement are inserted only as a matter of convenience and for reference, and do not define or limit the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

3.17 Holding Over

If Lessee remains in possession of the Leased Premises following the expiration or earlier termination of this Agreement, such holding over shall not be deemed to constitute an extension or renewal of this Agreement, but shall merely create a tenancy from month-to-month which either party hereto may terminate upon ninety (90) days advance written notice to the other provided lease is in good standing. In the event of such holding over, Lessee shall perform all terms, promises, conditions and covenants required of it herein, but shall pay rent to City in such amounts as may be designated by existing rate, which in no case shall be less than that in effect immediately prior to such expiration or earlier termination of this Agreement.

3.18 Indemnification of City

Lessee shall indemnify, defend and hold City and its elected representatives, officers, agents and employees harmless from and against all liabilities, losses, costs, suits, claims, judgments, expenses, fines or demands of any kind (including, but not limited to, costs of investigation, court costs and expert fees) resulting from any injury, damage or death to any person or property, of any nature whatsoever, and arising out of or alleged to arise out of the use, occupancy or operations of Lessee, or any of its officers, representatives, agents, employees, guests, patrons, contractors, subcontractors, licensees, subtenants, invitees, or suppliers, at the Airport. Lessee shall not be liable for any injuries, death or damage to the

extent that such injury, death or damage is caused exclusively by the negligence of City, its elected representatives, officers, agents or employees. This Section 3.18 shall survive the termination or expiration of this Agreement

3.19 Interpretation of Agreement

Nothing herein contained shall be construed or interpreted, in any manner whatsoever, as limiting, relinquishing or waiving any of the rights of ownership enjoyed by City in and to Airport property, or in any manner waiving or limiting City's control over the operation and maintenance of the Airport property or in derogation of such governmental rights as City possesses, except as is specifically provided for herein.

3.20 Invalid Provisions

In the event of any covenant, condition or provision of this Agreement, or the application thereof to any person, entity, or circumstances, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.

3.21 Licenses and Permits

Lessee shall obtain, at its sole cost and expense, all necessary licenses and permits required for construction of improvements or installation of equipment on the Leased Premises, and any other licenses or permits necessary for the conduct of Lessee's operations at Airport.

3.22 National Pollutant Discharge Elimination System

Operator shall comply with all federal and State regulations governing the National Pollutant Discharge Elimination System (NPDES) including all future amendments of said regulations, and procedures as may be adopted by federal, State or local agencies.

3.23 Negation of Partnership

Nothing in this Agreement shall be construed to render City in any way or for any purpose, a partner, joint venture, or associate in any relationship with Lessee other than that of landlord and tenant, nor shall this Agreement be construed to authorize either City or Lessee to act as agent for the other.

3.24 Net Lease

Except as otherwise expressly provided, this Agreement shall be without cost to City for the maintenance and improvement of the Leased Premises.

3.25 Noise Control

Lessee shall not conduct any operation or activity on the Leased Premises, or elsewhere at Airport, which produces sound of such volume, frequency or intensity as to constitute a nuisance. The Airport Manager shall have the sole and exclusive authority to

determine what constitutes a nuisance under the provisions of this Section, except that operations and activities having noise levels not in violation of federal, State or local governmental standards shall not be deemed a nuisance, and not in conflict with existing Senate Bill 2630 excluding air ambulance operations section 21662.4 of the PUC.

3.26 Nondiscrimination

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, creed, national origin, sex, age or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Lessee's facilities pursuant to its operations herein; (2) that in the furnishing of services on Airport, no person on the grounds of race, color, creed, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination; (3) that Lessee shall use Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

3.27 Nonexclusive Rights

Nothing herein shall be construed to grant or authorize the granting of any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport; provided, however, subject to the terms and provisions of this Agreement, Lessee shall have the right to exclusive possession of the Leased Premises described by Section 2.02.

3.28 Non-waiver of Rights

No waiver of default by either party hereto of any of the terms, promises, covenants, or conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, promises, covenants, or conditions herein contained, to be performed, kept, and observed by such other party.

3.29 Notice of Claims and Suit

City and Lessee shall each give the other prompt and timely written notice of any personal injury or other accident claims, and of any lawsuit coming to its knowledge when either such claim or lawsuit arises out of or is in any way connected with the Subleased Premises, the operations of Lessee herein, or the construction or operation of Airport by City, which in any way, directly, indirectly, contingently or otherwise, might reasonably affect the parties' relationship under this Agreement.

Such notice shall be deemed prompt and timely if given within thirty (30) calendar days following the date of receipt of such claim by an officer, agent, or employee of either party, and if given within ten (10) calendar days following the date of service of process upon either party with respect to any such lawsuit.

3.30 No Warranty Regarding Airport

City does not warrant that Airport will continue to be used as an airport during the term of this Agreement. In the event that such airport use is terminated, whether temporarily or permanently, The City will negotiate in good faith a settlement, and will be cause for immediate termination of lease and refund of any deposits and lease amount remaining.

3.31 Nuisance and Waste

Lessee shall not erect, nor permit to be erected, any nuisance on the Leased Premises, or permit any waste thereof. Lessee shall not permit any trash or garbage to accumulate on or about the Leased Premises.

3.32 Prohibition of Liens

Lessee shall pay promptly, as due, all persons supplying labor and materials for any alteration of, or improvement to, the Leased Premises, and shall permit no lien or claim to be filed or prosecuted against City on account of such labor and materials furnished.

3.33 Removal of Lessee's Property

If Lessee is not in default as to the payment of any rent, fee, or other charge payable to City herein, Lessee may remove its inventory, Trade Fixtures and furnishings from the Leased Premises upon expiration or earlier termination of this Agreement. If Lessee does not elect, or otherwise fails to remove the same, or any part thereof, within thirty (30) days following City's regaining possession of the Leased Premises, City may, at its option, either require such removal at Lessee's sole cost and expense, or keep such property, in which latter event, title to the same shall vest in City without any obligation to pay Lessee with respect thereto.

3.34 Reports

Lessee shall provide City with any reasonable operational reports which the Airport Manager may from time to time request by written notice to Lessee.

3.35 Restrictions and Regulations

This Agreement, and the rights herein granted, shall be subject to any and all applicable federal, State and City rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by any duly authorized governmental agency with respect to Lessee's operation at Airport.

3.36 Right of Entry

City, its officers, agents, and employees shall have the right, throughout the term of this Agreement, to enter upon the Leased Premises for any lawful purpose, including the purpose of determining whether Lessee is complying with its obligations under this Lease. City will provide a twenty four hour (24) notification of intent to enter premises unless an emergency situation warrants entry due to emergency services provided by lessor.

Such entry by City shall not be deemed to excuse Lessee's performance of any promise, term, condition, or covenant required of it by this Agreement, and shall not be deemed to constitute waiver thereof by City.

3.37 Risk Reduction

Lessee shall neither use nor permit the use of the Leased Premises in such a manner as to increase the risk which would affect the rate of insurance thereon in excess of that in existence at the commencement of the term hereof.

3.38 Signs

As used herein, "sign" means any advertising sign, billboard, identification sign or symbol, poster, or other similar device, regardless of content.

Lessee shall not erect, maintain, or display any sign on the Leased Premises, or elsewhere at Airport, without the prior written consent of the Airport Manager. Lessee shall submit drawings, sketches, designs, and dimensions of such signs to the Ukiah Airport Manager when requesting such approval. All such signs shall be consistent with City's general sign policy for Airport and the provisions of the Ukiah City Code. Any condition, restriction, or limitation as to use or appearance of such signs as may be stated by the Airport Manager in writing shall become a part of this Agreement, as if specifically set forth herein.

3.39 Subordination

This agreement shall be subordinate to the provisions of any existing and future agreement, rules and regulations between Lessor and the United States of America, or any agency or administrative arm thereof relating to the operation or maintenance of the Ukiah Regional Airport or the conduct or operation of any flight school or other governmental operation thereon.

3.40 Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the parties hereto.

3.41 Surrender of Leased Premises

City is required to give Lessee any notice to quit possession of the Leased Premises upon expiration or earlier termination of this Agreement. Lessee shall peaceably surrender possession of the Leased Premises upon expiration or earlier termination of this Agreement in as good order and condition as when received, excepting reasonable wear, destruction by lightning or other natural causes, or fire not caused by the acts or omissions of Lessee, its officers, agents, employees, subcontractors, customers, invitees, or other persons doing business with Lessee or on the Leased Premises with the consent of Lessee.

3.42 Taxes

Lessee shall, at its cost and expense, pay any and all taxes for which it is legally responsible, or which may be assessed against it recognizing the lessor's Mendocino County non-profit welfare exemption.

3.43 Time of the Essence

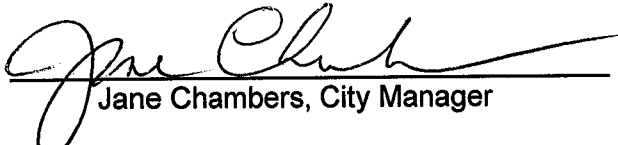
Time is of the essence in the performance of this Agreement.

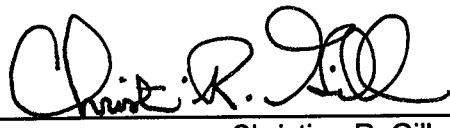
3.44 Entire Agreement

This Agreement, together with all attached exhibits, contains the entire agreement between the parties, concerning the lease of the Leased Premises to Lessee. This Lease supersedes and replaces any other representations, statements or agreements by or between the parties concerning the lease of the Leased Premises to Lessee. This Agreement may be amended only by written instrument duly executed by Lessor and Lessee, except as stipulated in Section 3.04.

3.45 Execution of Agreement

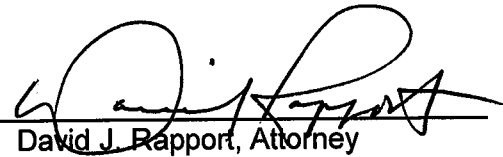
IN WITNESS WHEREOF, the parties have entered this Agreement on the Effective Date.

By: 
Jane Chambers, City Manager
CITY OF UKIAH

By: 
Christian R. Giller
Chief Operating Officer
California Shock/Trauma Air Recue, INC.

ATTEST: 
JoAnne Currie Clerk
CITY OF UKIAH

APPROVED AS TO FORM:

By: 
David J. Rapport, Attorney
CITY OF UKIAH

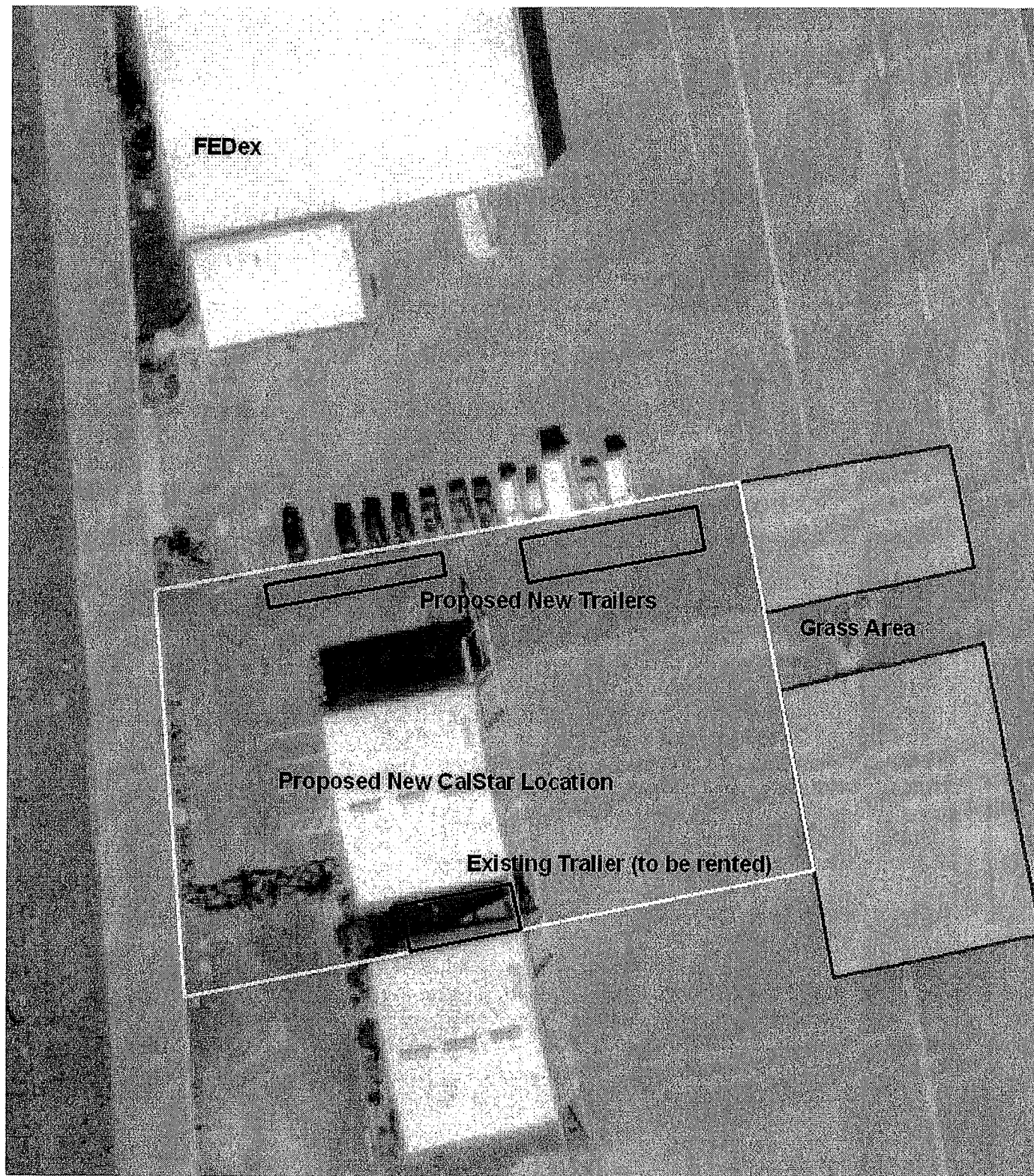


EXHIBIT A

CITY OF UKIAH

INSURANCE REQUIREMENTS FOR LESSEES

Without limiting Lessee's obligation to indemnify the City under the attached Agreement for Lease of Property (Agreement), Lessee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's space, products and operations pursuant to the Agreement. City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the City's Risk Management Office the insurance provisions in these requirements do not provide adequate protection for City and for members of the public, City may require Lessee to obtain insurance sufficient in coverage, form and amount to provide adequate protection. City's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

Lessee shall furnish the City with certificates of insurance evidencing coverage required herein, including copies of endorsements with specific reference to each of the coverage modifications or amendments set forth below. **Certified copies of required endorsements must be attached to provided certificates.** All certificates are to be received and approved by the City prior to the effective date of the Agreement. The City reserves the right to require that Lessee provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, the Lessee's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 6/92) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by State of California and Employer's Liability Insurance.
4. Cargo Legal Liability (if applicable)

Minimum Limits of Insurance

Lessee shall maintain for itself and its officers, representatives, agents, employees, guests, patrons, contractors, subcontractors, licensees, invitees, and suppliers limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. 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. Fire legal not less than \$250,000
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all owned, non-owned, and hired vehicles operated by or on behalf of Lessee on the Leased Premises, or elsewhere at the Airport, including any additional or replacement vehicles.
3. Workers' Compensation: Statutory
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention 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 retention as respects the City, its officers, officials, employees and volunteers; or the Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

1. The City, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Lessee; products and completed operations of the Lessee; premises owned, occupied or used by the Lessee; or automobiles owned, leased, hired or borrowed by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

2. For any claims related to Lessee's activities pursuant to the Agreement, the Lessee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Lessee'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.
5. 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 received by the City.
6. To the extent permitted by law, the workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the City, its officers, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with work performed under this Agreement by the Lessee.

Acceptability of Insurers

Insurance is to be placed with 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.. The City Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the City and the general public are adequately protected.

ASSURANCES REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION

SECTION A

Purpose, Classes of Activities, Applicability of Assurances And Definition of Terms

1. PURPOSE:

The City of Ukiah, California, an airport owner subject to both Federal Grant Agreement obligation; is required by the Federal Aviation Administration (FAA) to include specific provisions, addressing, among other things, the requirements of Title VI of the Civil Rights Act of 1964, Exclusive Rights prohibitions, and Affirmative Action items contained in Title 14 Code of Federal Regulations Part 152, within all agreements (including, without limitation, leases, licenses, permits, and contracts) between said City and any and all entities who use or perform work or conduct activities on City owned or operated airport premises for aeronautical or non-aeronautical purposes. The purpose of this Exhibit is to appropriately incorporate within the "Agreement," to which it is attached and made a part of by reference therein, the seventeen (17) numbered provisions contained within Section "B," "ASSURANCES," below.

2. CLASSES OF ACTIVITIES:

The applicability of each of the seventeen (17) numbered provisions contained within Section "B," "ASSURANCES," below, to that certain "Agreement" to which this Exhibit is attached and made a part of by reference therein, is, among other things, dependent upon the type of work to be performed and/or the type of activities to be conducted at the airport(s) by the Lessee, Permittee, Licensee, Operator, etc., named therein, pursuant to and in accordance with those certain rights, privileges, uses, and operations, expressly granted and/or authorized there under. The following activity classifications, as established by the FAA, are provided for the information and guidance of all concerned:

- a. Direct and Supportive Aeronautical: The following activities, commonly conducted on airports, are AERONAUTICAL ACTIVITIES:

- (1) Aerial Firefighting
- (2) Charter Operations
- (3) Pilot Training
- (4) Aircraft rental and sightseeing
- (5) Air Ambulance
- (6) Crop dusting
- (7) Aerial Advertising and Surveying
- (8) Aircraft Sales and Services
- (9) Sale of Aviation Petroleum products (whether or not conducted in conjunction with other included activities)
- (10) Repair and Maintenance of Aircraft
- (11) Sale of Aircraft Parts
- (12) Any other activities which, because of their direct relationship to the operation of an aircraft, can appropriately be regarded as an "aeronautical activity."

b. Complementary Aeronautical: The following activities, when conducted on airports, are COMPLEMENTARY AERONAUTICAL ACTIVITIES:

- (1) Ground Transportation (taxis, car rentals, limousines)
- (2) Restaurants
- (3) Barber Shops
- (4) Auto Parking Lots
- (5) Recreational Facilities
- (6) Any other commodities, services or accommodations made available to the general public.

c. Non-Aeronautical: The following activities, when conducted on airports, being neither "Direct and Supportive Aeronautical" nor "Complementary Aeronautical," as defined above, are NON-AERONAUTICAL ACTIVITIES.

- (1) Manufacturing
- (2) Agriculture
- (3) Any other activity not appropriately falling within the above-said "Direct and Supportive Aeronautical" and/or "Complementary Aeronautical," classifications.

3. APPLICABILITY OF NUMBERED PROVISIONS WITHIN SECTION "B," "ASSURANCES," BELOW TO CLASS (ES) OF ACTIVITIES SPECIFIED WITHIN PARAGRAPH 2, ABOVE:

The applicability of the numbered provisions within Section "B," "Assurances," below, to the respective classes of activities specified within sub-paragraphs 2a, b, and c, of this Section "A," above, is as follows:

<u>ACTIVITY CLASS</u>	<u>NUMBERED PROVISIONS APPLICABLE TO CLASS</u>
Direct and Supportive Aeronautical	1 through 17
Complementary Aeronautical	1 through 16
Non-Aeronautical	1 through 16

4. DEFINITION OF TERMS USED WITHIN SECTION "B," "ASSURANCES," BELOW:

In order to facilitate ease of fulfillment of the requirement specified within paragraph 1 of this Section "A," this Exhibit is designed to be attached to and made a part of all City of Ukiah Airport "Agreements," including, without limitation, leases, licenses, permits, contracts, etc. Therefore, in the event the "Agreement" to which this Exhibit is attached and made a part of by reference therein shall be other than a lease or be a lease within which the parties thereto are therein called or referred to other than "Lessor" and "Lessee," then, where the terms "Lessor," "Lessee," and "Lease" appear, as shown, within the seventeen (17) numbered "ASSURANCES" listed within Section "B," below, said terms shall be deemed to mean "CITY OF UKIAH, CALIFORNIA," "THE OTHER PARTY TO THE PARTICULAR AGREEMENT" (e.g., Licensee, Permittee, Concessionaire, Operator, etc.), and the "AGREEMENT" itself (regardless of title, type and/or description, including, without limitation, Leases, Agreements, Licenses, Permits, and Contracts) respectively. Where the terms "LAND LEASED" and "LEASED PREMISES" (and all reasonably readily identifiable derivations thereof) appear, said terms shall be deemed to mean the

land(s) and/or premises specifically identified within the "Agreement" as being that/those to which leasehold tenancies, occupancies, use(s), operation(s), and/or access(es) by the Lessee, Permittee, Licensee, Operator, Concessionaire, etc., are expressly authorized. In all cases, where the term "AIRPORT" appears, as shown, it shall be deemed to mean Ukiah Regional Airport as identified within the "Agreement" between the parties as being the Airport to which the "Agreement" pertains.

SECTION B

Assurances

1. The "LESSEE," for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (as a covenant running with the land if the "Agreement" to which this Exhibit is attached is a lease) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this "LEASE" for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the "LESSEE" shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The "LESSEE," for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (as a covenant running with the land if the agreement to which this Exhibit is attached is a lease) that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the "LESSEE" shall use the "premises" in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, "LESSOR" shall have the right to terminate the "LEASE" and to reenter and repossess said land and the facilities thereon, and hold the same as if said "LEASE" had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
4. "LESSEE" shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the "LESSEE" may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the CITY OF UKIAH, CALIFORNIA ("LESSOR") shall have the right to terminate this "LEASE" and the estate hereby created without liability therefore or at the election of the "LESSOR" or the United States either or both said Governments shall have the right to judicially enforce Provisions 1, 2, 3, and 4 above.
6. "LESSEE" agrees that it shall insert the above five (5) provisions in any lease, agreement, contract, etc., by which "LESSEE" grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the "premises" herein "LEASED."
7. The "LESSEE" assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The "LESSEE" assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The "LESSEE" assures that it will require that its covered sub organizations provide assurances to the "LESSEE" that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR 152, Subpart E, to the same effect.
8. The "LESSOR" reserves the right to further develop or improve the landing area of the "Airport" as it sees fit, regardless of the desires or view of the "LESSEE" and without interference or hindrance.
9. The "LESSOR" reserves the right, but shall not be obligated to the "LESSEE," to maintain and keep in repair the landing area of the "Airport" and all publicly-owned facilities of the "Airport," together with the right to direct and control all activities of the "LESSEE" in this regard.
10. This "LEASE" shall be subordinate to the provisions and requirements of any existing or future agreement between the "LESSOR" and the United States, relative to the development, operation or maintenance of the "Airport."
11. There is hereby reserved to the "LESSOR," its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the "premises" herein "LEASED." This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the "Airport."
12. "LESSEE" agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the "LEASED PREMISES," or in the event of any planned modification or alteration of any present or future building or structure situated on the "LEASED PREMISES."
13. The "LESSEE," by accepting this "LEASE," expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the "land leased" hereunder which would exceed the height limits of Part 77 of the Federal Aviation Regulations. In the event the aforesaid covenants are breached, "LESSOR" (the owner) reserves the right to enter upon the "land leased" hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the "LESSEE."

14. The "LESSEE," by accepting this "LEASE," agrees for itself, its successors and assigns, that it will not make use of the "LEASED PREMISES" in any manner which might interfere with the landing and/or taking off of aircraft at and/or from the "AIRPORT" (either Sacramento International Airport, Sacramento Executive Airport or Mather Field, as applicable) or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the "LESSOR" (owner) reserves the right to enter upon the "premises hereby leased" and cause the abatement of such interference at the expense of the "LESSEE."

15. This "LEASE," and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said "AIRPORT" or the exclusive or nonexclusive use of the "AIRPORT" by the United States during the time of war or national emergency.

16. It is the policy of the Department of Transportation (DOT) that disadvantaged and minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of leases as defined in 49 CFR 23.5. Consequently, these leases are subject to 49 CFR Part 23, as applicable. "LESSEE" hereby covenants and agrees that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex. "LESSEE" agrees that it will include the above clauses in all sub-leases and cause sub lessees to similarly include the clauses in further sub-leases.

17. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

Headquarters
4933 Bailey Loop
McClellan, CA 95652
916.921.4000
Toll-Free Membership
Line: 888.207.LIFE

CALSTAR 1
177 John Glenn Dr.
Concord, CA 94520
925.798.7670

CALSTAR 2
540 Cohansey Ave.
Gilroy, CA 95020
408.848.2075

CALSTAR 3
13750 Lincoln Way
Auburn, CA 95603
530.887.0569

CALSTAR 4
1351 S. State St.
Ukiah, CA 95482
707.462.5972



CALSTAR 5
37 Mortensen Ave.
Salinas, CA 93905
408.848.2075

CALSTAR 6
1901 Airport Blvd.
S. Lake Tahoe, CA
96150
530.544.2338

CALSTAR 7
3996 Mitchell Rd.
Santa Maria, CA 93455
805.938.9038

**UCSF Benioff
Children's Hospital**
9351 Earhart Road, Suite 200
Oakland, CA 94621
510.383.9257

CALSTAR 70
5835 Price Ave.
McClellan, CA 95652
916.925.0359

July 5, 2016

Greg Owen
1403 South State Street
Ukiah, CA 95482

Re: City of Ukiah Agreement for Lease of Airport Property, dated 9/1/2010, by and between California Shock Trauma Air Rescue and City of Ukiah, California.

Dear Greg Owen:

We are writing to inform you about an upcoming transaction involving California Shock Trauma Air Rescue, a California nonprofit public benefit corporation (the “**CALSTAR**”), which is expected to occur on or about July 31, 2016 (the “**Closing Date**”). CALSTAR will be joining REACH Air Medical Services, LLC (“**REACH**”) under the corporate umbrella of REACH Medical Holdings, LLC (a wholly-owned subsidiary of Air Medical Group Holdings, Inc.). CALSTAR and REACH are two of the preeminent air medical ambulance providers in California and the west coast states, having operated with excellence for three decades.

Pursuant to the terms of this transaction, CALSTAR will transition its operations, including all of its employees and operating assets, to a new company named CALSTAR Air Medical Services LLC (“**CALSTAR Air**”), and then transfer ownership of CALSTAR Air to REACH Medical Holdings, LLC. Through this transaction, we believe that we will be even better positioned to serve the needs of our patients and communities and are expecting a bright future for CALSTAR Air.

The purpose of this letter is to provide you notice of the transaction and respectfully request your consent to assign your Contract with CALSTAR to CALSTAR Air. Your consent will not in any way amend or alter the terms of the Contract, and you and we agree that the Contract remains in full force and effect. Following completion of the transaction and after giving effect to this letter, CALSTAR Air will have responsibility for the performance of all of CALSTAR’s obligations under the Contract.





To indicate your consent to the assignment, kindly countersign and date this letter where indicated below, and email or fax a copy to my attention, consent@calstar.org or fax (916) 646-7110 at your earliest convenience, and by **July 21, 2016** if possible. Delivery of an executed signature page to this letter by facsimile or other electronic transmission (including in Adobe PDF format) will be effective for all purposes. Of course, the consent will not be effective until the closing of the transaction on or about the Closing Date. If you have any questions about this matter, please do not hesitate to contact me at 916-921-4072. Thank you in advance for your cooperation. We appreciate your assistance.

Sincerely,

California Shock Trauma Air Rescue

A handwritten signature in blue ink, appearing to read "Lynn D. Malmstrom", written over a horizontal line.

Lynn D. Malmstrom
President and CEO

[Remainder of Page Intentionally Blank – Acknowledgement on Next Page]



Control #32

Re: City of Ukiah Agreement for Lease of Airport Property, dated 9/1/2010, by and between California Shock Trauma Air Rescue and City of Ukiah, California.

Acknowledged and Agreed

this ____ day of _____, 2016

By: _____
Signature

Name: _____
Printed Name

Title: _____



ITEM NO.: 7b

MEETING DATE: August 3, 2016

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION REMOVING NINETY-FOUR (94') LINEAL FEET OF ON-STREET PARKING AND ESTABLISHING A BUS LOADING ZONE AT 671 SOUTH ORCHARD AVENUE.

Summary: This report recommends establishing a no parking zone at 671 S. Orchard Avenue (Ukiah Post Office) for an MTA bus loading zone.

Background: The Traffic Engineering Committee (TEC) received a request from the Mendocino Transit Authority (MTA) to establish a bus loading zone at 671 S. Orchard Avenue.

Discussion: A bus stop / no parking zone at the proposed location (Attachment #2) would occupy approximately five (5) on-street parking spaces. However, staff has not observed this location to be a high demand area for on-street parking. Staff notified the Postmaster of the proposed no parking zone / bus loading zone by mail. Staff has not received objection to the proposed no parking zone / bus loading zone.

The TEC reviewed this request at its meeting of June 14, 2016. The TEC recommends approval to the City Council. Please refer to the draft TEC minutes, Attachment #3.

Staff recommends adoption of the resolution, included as Attachment "1".

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Adopt Resolution removing ninety-four (94') lineal feet of on-street parking and establishing a bus loading zone at 671 S. Orchard Avenue.

ALTERNATIVES: Do not adopt Resolution and provide direction to staff.

Citizens advised: Postmaster, Ukiah Post Office; Carla Meyer, MTA General Manager
Requested by: Tim Eriksen, Director of Public Works / City Engineer
Prepared by: Rick Seanor, Deputy Director of Public Works
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Tim Eriksen, Director of Public Works / City Engineer
Attachments: 1. Resolution for adoption
2. Location photomap
3. Draft Traffic Engineering Committee Minutes for June 14, 2016

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

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH REMOVING NINTEY-FOUR (94') LINEAL FEET OF ON-STREET PARKING AND ESTABLISHING A NO PARKING ZONE / BUS LOADING ZONE AT 671 SOUTH ORCHARD AVENUE

WHEREAS, the City Council may by resolution designate portions of streets upon which the standing, parking, or stopping of vehicles is prohibited or restricted pursuant to Article 11, Chapter 1, Division 8 of the Ukiah City Code; and

WHEREAS, the provisions of Sections 21458 and 22500 of the California Vehicle Code permit the stopping of buses in a red zone marked or posted as a bus loading zone; and

WHEREAS, the Traffic Engineering Committee (Traffic Engineer) considered the request to remove the passenger loading zone and establish a no parking zone / bus loading zone at 671 South Orchard Avenue at its meeting on June 14, 2016; and

WHEREAS, the Traffic Engineer approved the removal of the passenger loading zone and recommends establishing a no parking zone / bus loading zone at 671 South Orchard Avenue; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City Council of the City of Ukiah does establish a no parking zone / bus loading zone at 671 South Orchard Avenue at the location determined by the City Engineer. The City Engineer shall direct the removal and installation of signage and curb painting as necessary;

PASSED AND ADOPTED this 3rd day of August 2016, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk

Google Maps



Google Maps

**PROPOSED MTA BUS STOP/
NO-PARKING ZONE**

TRAFFIC ENGINEERING COMMITTEE MINUTES
June 14, 2016
Minutes

MEMBERS PRESENT

Carla Meyer, Mendocino Transit Authority
John Lampi, Public Representative
Keith Hewett, Public Representative
Ben Kageyama, representing the City Manager
Jarod Thiele, representing Director of Public Works
Kevin Thompson, representing the Planning Director

MEMBERS ABSENT

Tim Eriksen, Director of Public Works, City Engineer, TEC Chairman
Sean Kaeser, representing the Chief of Police
Darin Malugani, representing the Supervisor of Public Works

OTHERS PRESENT

Maureen Mulheren, Council Member
Lory Limbird, Public Works
Wayne Hunt, T&T Towing
Selah Sawyer, Charter Academy of the Redwoods

1. CALL TO ORDER

The Traffic Engineering Committee meeting was called to order by Member Ben Kageyama at 3:10 pm in Conference Room No. 3, Ukiah Civic Center, 300 Seminary Avenue, Ukiah, California.

Ben introduced new public member, Keith Hewett.

2. APPROVAL OF MINUTES – May 10, 2016

Motion/Second: Thompson/Lampi to approve May 10, 2016 minutes as written.

Motion carried by an AYE voice vote of four members present. Carla Meyer and Jarod Thiele abstained.

3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

4. OLD BUSINESS

- a. Discussion and Possible Action Regarding Revisions to City Code Section 7154 to Allow Tow Trucks and Commercial Recovery Vehicles to Park in Residential Neighborhoods.**

Member Ben Kageyama pointed out to the new member, Keith Hewett that he cannot vote on this item since he is a tow truck company owner. This item was brought back from the April 12, 2016 meeting at which time the TEC Committee reviewed a request to modify City Code section 7154 to allow tow trucks and commercial recovery vehicles the opportunity to park in residential zoned districts. The TEC Committee requested staff to revise the City Code and return it to the committee for review and discussion. Staff prepared a revision to the City Code section 7154 as shown on Attachment "A" which is a draft ordinance with a redline section that adds an exemption to the City Code to allow tow service vehicles and commercial recovery vehicles to park in residential districts. Adoption of ordinances

is a two part process. At the first City Council meeting the ordinance is introduced by title only. At the second meeting, the City Council would adopt the ordinance. The changes then become effective 30 days after adoption of the ordinance.

Motion/Second: Lampi/Thompson to approve the redline version of City Code section 7154 and recommend adoption of the ordinance to the Ukiah City Council. Motion carried by an AYE voice vote of two members. Member Kageyama opposed this item. Carla Meyer and Jarod Thiele abstained. Member Hewett did not vote.

b. Discussion and Possible Action Regarding Proposed MTA Bus Stop at 671 South Orchard Avenue.

Member Ben Kageyama introduced this item which was continued from the previous meeting of May 10, 2016. Staff received a request from MTA to establish a bus stop adjacent to the US Post Office at 671 South Orchard Avenue. A bus stop/no parking zone at this proposed location would occupy approximately 5 on-street parking spaces. Staff has not observed this location to be in high demand for on-street parking.

Member Carla Meyer reported that the request for a bus stop in front of the Post office came from a senior who lives in this area. Many seniors have limited mobility and need access to the Post Office. MTA is not requesting a shelter for this area, only the painted bus stop/no parking zone. In the future, if it is found that this bus stop is not used, the area could easily be converted back to on-street parking. Carla has visited this area many times and has not observed a great demand for on-street parking in front of the Post Office.

Member Kevin Thompson asked if there is a set standard for the distance between bus stops.

Member Carla Meyer responded that the ADA sets the standard at $\frac{3}{4}$ of a mile between bus stops. She added that 5 parking spaces are the minimum needed at the bus stop for a 40 foot bus.

Council Member Maureen Mulheren stated that the TEC Committee should consider this entire section of Orchard Avenue instead of piecemealing it all together. There should be a plan for the entire section of street instead of just meeting the needs of the moment.

Member Ben Kageyama stated bike lanes are planned for Orchard Avenue. Orchard Avenue is wide enough to accommodate both the bike lane and the bus stop.

Member Carla Meyer restated that MTA is not asking for a shelter so the bus stop could be easily removed if it is determined that there is not enough use of this one. She explained that visibility is always limited when a bus is stopped in an area but this is not an issue in this area.

Member Ben Kageyama stated that a Post Office is the type of facility that warrants a transit stop and he is in favor of this bus stop. MTA should study the bus stops in the city and remove locations that are not needed.

Member Carla Meyer stated she will be working on a grant to fund a consultant to study the trends in ridership on MTA and the location of bus stops could be a part of that study.

Motion/Second: Thiele/Thompson to recommend the bus stop/no parking zone at 671 South Orchard Avenue for approval by the City Council.

Motion carried by an AYE voice vote of five members. Carla Meyer abstained.

5. **NEW BUSINESS**

a. **Discussion and Possible Action Regarding Removal of Existing Crosswalk on North State Street at Fairgrounds Driveway.**

Member Ben Kageyama introduced this item. Due to concerns regarding the crosswalk at the intersection of North State Street with the fairgrounds driveway, the City Council authorized the construction of a new safety enhanced crosswalk at the intersection of Garrett Drive and North State Street to replace the existing crosswalk at the fairgrounds driveway. Prior to removal of any marked crosswalk, California Vehicle Code Section 21950.5 requires a 30-day notice to allow for public comment. The 30-day notice for removal of the existing crosswalk has been posted on both sides of the existing crosswalk since May 18th and the end of the 30-day notice period will occur on June 17th.

Selah Sawyer, Charter Academy of the Redwoods thanked the TEC Committee and the City of Ukiah for taking action to improve the safety of the crosswalk in the area of North State Street and the fairgrounds. The schools she represents are very happy with the new Garrett crosswalk and she is in favor of removing the old crosswalk. She asked if a barrier would be constructed when the existing crosswalk is removed to prevent pedestrians from crossing State Street in that area.

Jarod Thiele responded that a barrier will be constructed in the area of the existing crosswalk when that crosswalk is removed.

Motion/Second: Hewett/Thiele to approve the removal of the existing crosswalk provided no substantive comments are received prior to the end of the 30-day notice period on June 17th.

Motion carried by an all AYE voice vote of the members present.

6. **COMMITTEE MEMBER REPORTS**

Council Member Maureen Mulheren informed the TEC Committee that the addition of a public member to the TEC Committee to represent alternative transportation is on City Council Agenda for June 15, 2016.

7. **MISCELLANEOUS ITEMS**

none

8. **ADJOURNMENT**

There being no further business, the meeting adjourned at 3:37 p.m.

Lory Limbird, Recording Secretary



AGENDA SUMMARY REPORT

SUBJECT: REPORT OF ACQUISITION OF PROFESSIONAL SERVICES FROM RAU AND ASSOCIATES, INC. FOR ADDITIONAL DESIGN WORK FOR THE SMITH STREET SIDEWALK RECONSTRUCTION PROJECT

Summary: This is a report regarding the acquisition of additional engineering design services for the Smith Street sidewalk reconstruction project.

Background: The City is responsible for design and construction of a section of sidewalk on Smith Street as a result of a settlement agreement.

Discussion: In compliance with Section 1522 of the City Code, this report is submitted to the City Council for the purpose of reporting the acquisition of professional services costing more than \$10,000. This project began with the City's request to have design plans prepared for a section of sidewalk, curb and gutter. Please refer to the original scope of work, Attachment "1". After review of the plans staff realized that the ADA standards had changed since the plans were prepared. Staff obtained a proposal (Attachment "2") from Rau and Associates, Inc. (Rau) to update the plans to the current ADA standards. Recently, the Public Works Department obtained a proposal (Attachment "3") from Rau for additional design work for the Smith Street sidewalk reconstruction project. The additional work requested by the Department of Public Works involves design work for reconstruction of a section of Smith Street and preparation of a temporary construction easement with an exhibit plat. In order to meet ADA access requirements to the set back door entrances, the design sidewalk grade was raised. The raised grade of the sidewalk in turn triggered a raised grade of the curb and gutter. In order to provide a standard transition from pavement to curb flow line, staff requested that the adjacent street section (in poor condition) be designed for reconstruction. Staff reviewed the proposal for the additional work and found the proposed fee of \$9,896 to be commensurate with the scope of work. This additional work in the amount of \$9,896 combined with the existing contract amount of \$5,960 equals \$15,856. Since this combined total amount exceeds \$10,000, this report is being filed as required by City Code.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$15,856	Gas Tax	25124210.80230.15030 and 25124220.80230	Yes ☐ No ☒	COU No. 1213-180

RECOMMENDED ACTION(S): Receive and file report of the acquisition of professional services from Rau and Associates, Inc. for additional design work for the Smith Street sidewalk reconstruction project. Report is submitted pursuant to City Code.

ALTERNATIVES: N/A

Citizens advised: George Rau, Rau and Associates, Inc.
Requested by: Tim Eriksen, Director of Public Works / City Engineer
Prepared by: Rick Seanor, Deputy Director of Public Works
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Tim Eriksen, Director of Public Works / City Engineer
Attachment: 1. scope of work from original contract dated August 3, 2010
2. scope of work from Amendment 1 dated November 23, 2015
3. scope of work from Amendment 2 dated June 10, 2016

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

"ATTACHMENT A, Page 1"**Scope of Work**

Rau and Associates, Inc., also referred to herein as "RAU", will provide the following services for City of Ukiah herein also referred to as "City". Work will include:

RAU will perform topographic mapping on the north side of Smith Street from a property identified as 214 Smith Street easterly to 274 Smith Street. The limits of the topo will include the south curb line of Smith Street extending northerly to the building face or doorway threshold as applicable on the north side of Smith Street. RAU will survey and locate topographic information to generate a topographic survey map with sufficient information to design and reconstruct existing driveway cut, curb, gutter, and sidewalk. RAU will locate curb, gutter, sidewalk, the centerline of Smith Street, surface utilities, doorways, building line, manholes, Drop inlets, driveways, water valves, electrical panels, and power poles.

RAU will then generate plan and profile sheets with construction notes for the construction of the sidewalk replacement and driveway cut.

RAU will not locate any Street Right-of-Way, underground utilities, design any ADA compliant ramps, or perform any preliminary geotechnical investigation. In addition, RAU will not generate an engineer's estimate. Construction staking and formal construction specifications are not included in the costs reflected in this contract.

Deliverables:

Rau will deliver a completed topographic survey map and sidewalk design plan sufficient to construct the curb gutter and sidewalk on the north side of Smith Street for approximately 400 linear feet with an informal contract which The City of Ukiah assembles and advertises for bid.

"ATTACHMENT B"
SCHEDULE OF FEES
Effective January 1, 2008

Registered Civil Engineer Principal	\$162.00/hr.
Registered Civil Engineer	140.00/hr.
Associate Civil Engineer	140.00/hr.
Project Manager	102.00/hr.
Land Surveyor	96.00/hr.
Lab-Survey Manager	112.00/hr.
Staff Engineer/Staff Geologist	94.00/hr.
Environmental and Resource Specialist	102.00/hr.
Technician IV	72.00/hr.
Technician III	66.00/hr.
Technician II	54.00/hr.
Technician I	38.00/hr.
Instrument Operator (PW)	104.00/hr.
Rodman (PW)	92.00/hr.
Materials Tester (PW)	92.00/hr.
Materials Tester W/ Gauge (PW)	96.00/hr.
Administration	48.00/hr.
Engineering Technician with Nuclear Gauge/Vehicle	96.00/hr.
Vehicle Use	0.505/mile
Outside Services Over \$1,000	Cost + 5%
Outside Services Under \$1,000 (Aggregate amount)	Cost + 15%
Requested Overtime:	150% of Regular Rate
Expert Witness/Testimony at Trial, Deposition, Arbitration	\$250.00/hr. (4 hour minimum)

Laboratory Tests:

Texture Analysis (Mendocino County Health Dept.)	\$ 38.00/ea.
Unit Dry Weight-Moisture Content (Tube Sample or Ped)	22.00/ea.
Sand Equivalent (CTM 217)	60.00/ea.
Sieve Analysis - Coarse Aggregates (CTM 202)	40.00/ea.
Sieve Analysis - Fine Aggregate (CTM 202)	70.00/ea.
Sand Equivalent & Sieve Analysis	165.00/ea.
Maximum Dry Density (ASTM D1557)	
4" Mold	145.00/ea.
6" Mold	162.00/ea.
Maximum Dry Density (ASTM D698)	130.00/ea.
Maximum Wet Density (CTM 216)	148.00/ea.
Unit Weight of Aggregate (CTM 212)	
Method A or B	55.00/ea.
Method C	39.00/ea.
Crushed Particle Analysis (CTM 205)	67.00/ea.
Cleanness Value (CTM 227)	67.00/ea.
Durability Index (CTM 229)	140.00/ea.
Specific Gravity & Absorption (CTM 206)	75.00/ea.
Plasticity Index (ASTM 4318)	162.00/ea.
Expansion Index (UBC Standard 18-2)	190.00/ea.
Unit Weight of Fresh Concrete (CTM 518)	Technician Hourly Rate
Ball Penetration (CTM 533)	Technician Hourly Rate
Air Content of Fresh Concrete (CTM 504)	Technician Hourly Rate
Sample Preparation Times	Technician Hourly Rate

Special Equipment Rates:

Computer Aided Design Software	\$10.00/hr.
Pachometer R-Meter	\$50.00/per day*
Stream Flow Meter	\$150.00/per day*
All Terrain Vehicle	\$45.00/per day*
Generator	\$45.00/per day*
Pump	\$20.00/per day*
GPS Equipment	\$600/per day*

Supplemental Billings:

Engineering Copies 24 X 36	\$3.00/sheet
Engineering Copies 18 X 26	\$2.00/sheet
Stereo Air Photos	\$18.00/pair
Assessor's Map Copies	\$2.00/sheet
Survey Monuments	\$3.00/each
Steel Fence Posts	\$3.00/each
Robotic Total Station	\$200/per day*

* One Day Minimum Charge

Invoices will be rendered monthly, as a final or progress billing, whichever applies, and are payable upon receipt, unless a mutually acceptable payment schedule has been established. Late Fees at a rate of 1 ½% per month, computed and charged monthly on the unpaid balances, shall be payable on accounts not paid within 30 days from invoice date.



CIVIL ENGINEERS • LAND SURVEYORS

November 23, 2015

RECEIVED

NOV 24 2015

CITY OF UKIAH
DEPT. OF PUBLIC WORKS

City of Ukiah
Attn: Tim Eriksen, Director of Public Works
Rick Seanor, Deputy Director of Public Works
300 Seminary Ave
Ukiah, CA, 95482

Job Number R10064.1

**RE: CHANGE TO SCOPE OF WORK: UPDATE PLANS FOR RECONSTRUCTION OF SIDE WALK ON
NORTH SIDE OF SMITH STREET IN UKIAH**

Gentlemen:

This letter is to request an amendment to our Agreement for Professional Consulting Services, dated August 10, 2010. RAU was authorized to provide a topographic map and the design to rehabilitate a segment of distressed sidewalk on the north side of East Smith Street, between the addresses of 262 East Smith Street and 274 East Smith Street in 2010. A review set of drawings was submitted in December, 2010, to the City for review and comment. We recently (September 9, 2015) received comments and a request to finalize the construction drawings.

Because of the length of time which elapsed since the plans were originally submitted, codes have changed and the drawing references need to be updated and checked against the current codes. There are also some changes which are necessary to make on six cross-sections to reduce the estimated cost of construction. Those changes will also result in some additional construction notes to assure that the contractor addresses paving grades properly as the work progresses.

Our "Schedule of Fees" for the original work was dated January 1, 2008. We have updated our Schedule of Fees since then. "Schedule of Fees – Table 33" is attached with our current rates.

The cost of this additional work is estimated to be in the range of \$800 to \$1,000 at our current hourly fee schedule.

Very truly yours,

A handwritten signature in cursive script that reads "George C. Rau".

George C. Rau, P.E.
President

Attachment: Schedule of Fees-Table 33

SCHEDULE OF FEES - Table 33

Effective September 1, 2015

Administration	\$60.00/hr.
Associate Civil Engineer	\$140.00/hr.
Chief of Party (PW)	\$135.00/hr.
Construction Inspector/QSP Specialist (PW)	\$128.00/hr.
Expert Witness/Testimony at Trial, Deposition, Arbitration	\$250.00/hr. (4 hour minimum)
GPS Operator	\$135.00/hr.
Instrument Operator (PW)	\$118.00/hr.
Materials Tester including PW (nuclear gauge charge may apply)	\$116.00/hr.
Outside Services	Cost + 15%
Project Coordinator	\$70.00/hr.
Registered Civil Engineer Principal	\$175.00/hr.
Rodman (PW)	\$115.00/hr.
Sr. Staff Engineer/Surveyor/QSP Specialist	\$115.00/hr.
Survey Manager	\$135.00/hr.
Technician I	\$38.00/hr.
Technician II	\$72.00/hr.
Vehicle Use (subject to change due to Internal Revenue Standards)	\$0.575/mile

Laboratory Tests:

Texture Analysis (Mendocino County Health Dept.)	\$ 45.00/ea.
Unit Dry Weight-Moisture Content (Tube Sample or Ped)	\$35.00/ea.
Sand Equivalent (CTM 217)	\$110.00/ea.
Sieve Analysis - Coarse Aggregates (CTM 202)	\$50.00/ea.
Sieve Analysis - Fine Aggregate (CTM 202)	\$90.00/ea.
Maximum Dry Density (ASTM D1557)	
4" Mold	\$205.00/ea.
6" Mold	\$235.00/ea.
Maximum Dry Density (ASTM D698)	\$190.00/ea.
Maximum Wet Density (CTM 216)	\$235.00/ea.
Unit Weight of Aggregate (CTM 212)	
Method A or B	\$55.00/ea.
Method C	\$39.00/ea.
Crushed Particle Analysis (CTM 205)	\$67.00/ea.
Cleaness Value (CTM 227)	\$67.00/ea.
Durability Index - Coarse (CTM 229)	\$140.00/ea.
Durability Index - Fine (CTM 229)	\$220.00/ea.
Specific Gravity & Absorption (CTM 206)	\$90.00/ea.
Plasticity Index (ASTM 4318)	\$162.00/ea.
Expansion Index (UBC Standard 18-2)	\$190.00/ea.
Unit Weight of Fresh Concrete (CTM 518)	Technician Hourly Rate
Ball Penetration (CTM 533)	Technician Hourly Rate
Air Content of Fresh Concrete (CTM 504)	Technician Hourly Rate
Sample Preparation Times	Technician Hourly Rate

Special Equipment Rates:

All Terrain Vehicle	\$45.00/per day*
Computer Aided Design Software	\$10.00/hr.
GPS Equipment	\$600/per day*
Nuclear Gauge	\$100/per day*
Robotic Total Station	\$200/per day*

Supplemental Billings:

Engineering Copies 24 X 36	\$3.00/sheet
Engineering Copies 18 X 26	\$2.00/sheet
Engineering Copies 11 X 17	\$1.00/sheet
Steel Fence Posts	\$8.00/each
Survey Monuments	\$3.00/each

* One Day Minimum Charge

Invoices will be rendered monthly, as a final or progress billing, whichever applies, and are payable upon receipt, unless a mutually acceptable payment schedule has been established. **Late Fees at a rate of 1 ½% per month, computed and charged monthly on the entire unpaid balances, shall be payable on accounts not paid within 30 days from invoice date.**



AND ASSOCIATES INC.

CIVIL ENGINEERS • LAND SURVEYORS

Attachment #

3

CLIENT'S COPY

June 10, 2016

RECEIVED

JUN 10 2016

CITY OF UKIAH
DEPT. OF PUBLIC WORKS

City of Ukiah, Public Works Department
Attn: Tim Eriksen, Director of Public Works
Rick Seanor, Deputy Director of Public Works
300 Seminary Ave
Ukiah, CA, 95482

Job Number R10064.1

**RE: CHANGE TO SCOPE OF WORK: UPDATE PLANS FOR RECONSTRUCTION OF SIDE WALK ON
NORTH SIDE OF SMITH STREET IN UKIAH TO INCLUDE ENTIRE WIDTH OF SMITH STREET
FOR A LENGTH OF APPROXIMATELY 300 LINEAR FEET.**

Gentlemen:

This letter is to request an amendment to our Agreement for Professional Consulting Services, dated August 10, 2010. The plans were updated in February, 2016, to bring the sidewalk and store entrances into compliance with the latest Disability Standards. Then a walk-through was conducted with you to field review the constraints and difficulties remaining after the sidewalk issues were resolved. As a result of a constructability review of the sidewalk alone on May 4, 2016, it was clear that the street surface was so irregular that it will not match the required grades of the new curb and gutter, which must conform to the sidewalk. In addition, the existing pavement surface of one driveway on the north side will not conform to the grades of the planned back of sidewalk and there is no way to modify the planned sidewalk grades in a manner that they meet existing pavement grade and still conform to Accessibility Standards.

Therefore, it was the consensus that the entire street should be reconstructed, except for the curb gutter and sidewalk on the south side which was done to current standards a few years ago and is not deteriorating. As part of that reconstruction, a right of entry will be required to modify the way the pavement on private property conforms to the new back of sidewalk. A concrete walkway to an entrance to a building on private property must be raised to conform to the new planned grades for a distance of approximately 5 feet in length.

This request for an amendment identifies four tasks which must be completed in order to put the project out to bid.

Task 1 – Project Management and Coordination

This task includes developing a scope of work to conform to the needs of the conditions on Smith Street, review of work in progress with the City Public Works Department, and coordinating the work product for delivery to the City Public Works Department.

The cost of this task is estimated to be \$875.

Task 2 – Plan Modifications

The plans must be modified to add the entire paved section of the street. Work will include developing a centerline profile which will match the lip of gutter grades planned for the new sidewalk, curb and gutter. Construction notes will be added to describe how the street work must be done.

In addition, the westerly driveway on the north side of Smith Street must have a short transition designed on private property to allow the paved area on the private property to conform properly with the new back of sidewalk on Smith Street.

It is anticipated that the street improvement project can be done as an informal contract and formal contract documents, including technical specifications, will not be necessary.

The cost of this task is estimated to be \$4,400.

Task 3 – Right of Entry

A construction right of entry must be obtained from the landowner to allow the City to have a contractor work on private property to construct transitions which conform to Accessibility Standards at 7 doorways. Also pavement on a private driveway must be constructed to conform to the new back of sidewalk over a short transition area. These activities on private property must have a construction right of entry developed with an exhibit showing the areas of entry.

The estimated cost of this task is \$1,160.

Task 4 – Construction Review and Testing

During construction it is anticipated that there will be areas of the subgrade exposed which will require special treatment. These areas will be reviewed by a geotechnical engineer from our firm. It is anticipated that a geogrid such as TX-5 by Tensar will be recommended to be installed to assist in bridging over the areas without significant sub-excavation and re-compaction. The structural section recommended is 1.0 foot of aggregate base to support 0.4 feet of hot mix asphalt applied in two layers. This structural section overlaid on a geogrid should be able to bridge over the expected soft spots. We would observe and approve the condition of the subgrade soils prior to the installation of the geogrid, but no compaction testing of the subgrade will be performed.

Compaction testing will be done on the surface of the aggregate base before the street is paved to assure that the base has been adequately compacted. One maximum dry density test will be performed on the aggregate base material to provide a proctor test for the compaction of the aggregate base. A proof-roll test will also be conducted to assure a firm and stable surface has been established for the pavement layers to be applied.

A brief letter report of conditions encountered and the results of the compaction testing will complete the construction phase work.

The estimated cost of this task is \$3,460.

Tasks Not Included, But Which Could be Added by Amendment

Formal construction documents are not anticipated to be required.

Construction staking is not included.

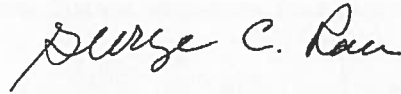
Aggregate testing of aggregate base and hot mix asphalt is not included.

Compaction testing of hot mix asphalt is not included.

Our "Schedule of Fees" for the original work was dated January 1, 2008. We have updated our Schedule of Fees since then. "Schedule of Fees – Table 33" is attached with our current rates.

The cost of this additional work is estimated to be a maximum of \$9,900 at our current hourly fee schedule.

Very truly yours,

A handwritten signature in black ink that reads "George C. Rau". The signature is written in a cursive style with a large, stylized "G" and "R".

George C. Rau, P.E.
President

Attachment: Task-Hour Breakdown
Schedule of Fees-Table 33

Fee Schedule 33

Job No. R10064.1

Job Name: Smith Street Rehab

Date: 6-10-2016

PHASES		Task 1 PM and Coord		Task 2 Plan Modifications		Task 3 Right of Entry		Task 4 Construction Review		Const Staking	
	Rate/Cost	hrs/ cost	total	hrs/ cost	total	hrs/ cost	total	hrs/ cost	total	hrs/ cost	total
Registered Civil Engineer Principal	175	5	\$ 875.00	12	\$ 2,100.00	4	\$ 700.00	12	\$ 2,100.00		\$ -
Associate Civil Engineer	140		\$ -		\$ -		\$ -		\$ -		\$ -
Survey Manager	135		\$ -		\$ -		\$ -		\$ -		\$ -
Chief of Party (PW)	135		\$ -		\$ -		\$ -		\$ -		\$ -
GPS Specialist	135		\$ -		\$ -		\$ -		\$ -		\$ -
Construction Inspector (PW)	128		\$ -		\$ -		\$ -		\$ -		\$ -
Instrument Operator (PW)	118		\$ -		\$ -		\$ -		\$ -		\$ -
Materials Tester (PW)	(w/o										
Nuclear Gauge Charge)											
Sr. Staff Engineer	116		\$ -		\$ -		\$ -	6	\$ 696.00		\$ -
Rodman (PW)	115		\$ -	20	\$ 2,300.00	4	\$ 460.00	4	\$ 460.00		\$ -
QSD/QSP Specialist (non PW)	110		\$ -		\$ -		\$ -		\$ -		\$ -
Technician II	72		\$ -		\$ -		\$ -		\$ -		\$ -
Project Coordinator	70		\$ -		\$ -		\$ -		\$ -		\$ -
Administrative	60		\$ -		\$ -		\$ -		\$ -		\$ -
Technician I	38										
Vehicle Use (miles)	0.575		\$ -		\$ -		\$ -		\$ -		\$ -
RTK GPS Equipment (per day)	600		\$ -		\$ -		\$ -		\$ -		\$ -
Lab Unit Prices	0		\$ -		\$ -		\$ -		\$ -		\$ -
Computer Hours	10		\$ -		\$ -		\$ -		\$ -		\$ -
Permit Fees	0		\$ -		\$ -		\$ -		\$ -		\$ -
Backhoe and Operator	100		\$ -		\$ -		\$ -		\$ -		\$ -
Outside Service	cost + 15%		\$ -		\$ -		\$ -		\$ -		\$ -
Reimbursables	cost		\$ -		\$ -		\$ -		\$ -		\$ -
BUDGET FOR PHASE		5	\$ 875.00	32	\$ 4,400.00	8	\$ 1,160.00	22	\$ 3,256.00	0	\$ -

PW = Prevailing Wages

4 field re-tops

2 trips

- (1) Title Report=
- (2) Map Checking Fees=
- (3) Recording Fees=
- (4) Monuments=

18 stions staking

Subtotal 0

Total Sheet 1	\$ 9,691.00
Total Sheet 2	\$ -
Total Sheet 3	\$ -
Total Sheet 4	\$ -
Reimbursables	\$ 205.00
GRAND TOTAL=	\$ 9,896.00

SCHEDULE OF FEES - Table 33

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ITEM NO.: 12a

MEETING DATE: August 3, 2016

AGENDA SUMMARY REPORT

SUBJECT: ADOPT ORDINANCE ADDING DIVISION 9, CHAPTER 2, ARTICLE 15.6 TO THE ZONING CODE RELATED TO DEVELOPMENT AND OPERATING STANDARDS FOR COMMUNITY GARDENS, LIVE ENTERTAINMENT, OUTDOOR DINING, SIDEWALK CAFES, AND SPECIALTY FOOD AND BEVERAGE SALES WITH TASTING AND ADDING DEFINITIONS OF OUTDOOR DINING AND SIDEWALK CAFES

Summary: On July 20, 2016, the City Council conducted a public hearing and unanimously (4-0 – Councilmember Mulheren absent) introduced an ordinance with amendments establishing development and operating standards for: community gardens, live entertainment, outdoor dining, sidewalk cafes, and specialty food and beverage sales with tasting and adding definitions for Outdoor Dining and Sidewalk Cafes. The Ordinance has been prepared in final form and is ready for final adoption.

Amendments to the Ordinance resulting from the Public Hearing include:

1. Section 9173.2 Community Gardens – Change height reference for fences from six feet to seven feet;
2. Delete any bracketed comments throughout the document;
3. Section 9278 Definitions – ‘Outdoor Dining’ and ‘Sidewalk Cafes’ will be revised to include the wording *food ordered from the establishment*, and the references to being *served by a waiter or waitress* will be deleted;
4. Section 9173.3 Live Entertainment, A. - The hours of operation for live entertainment facilities will read from 10 a.m. to 11 p.m.;
5. Section 9173.3 Live Entertainment, Subsection B. Management Plan - The hours of operation will be specified in the management plan.
6. Section 9173.3 Live Entertainment, change the letters A – F to be numbers.
7. Assign the letter A to the Live Entertainment for the title for Section 9173.3.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Adopt Ordinance adding Division 9, Chapter 2, Article 15.6 to the Zoning Code related to development and operating standards for community gardens, live entertainment, outdoor dining, sidewalk cafes, and specialty food and beverage sales with tasting and adding definitions of outdoor dining and sidewalk cafes.

ALTERNATIVES: Provide direction to staff.

Citizens advised: Publically noticed pursuant to Ukiah City Code

Requested by: City Council

Prepared by: Kevin Thompson, Principal Planner

Coordinated with: Charley Stump, Planning and Community Development Director

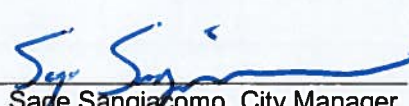
Presenter: Kevin Thompson, Principal Planner

Attachment: 1. Ordinance

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

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING DIVISION 9, CHAPTER 2, ARTICLE 15.6, SECTIONS §9173, §9173.1, §9173.2, §9173.3, §9173.4, §9173.5, §9173.6 TO THE ZONING CODE RELATED TO DEVELOPMENT AND OPERATING STANDARDS FOR: COMMUNITY GARDENS, LIVE ENTERTAINMENT, OUTDOOR DINING, SIDEWALK CAFES, SPECIALTY FOOD AND BEVERAGE SALES WITH TASTING AND AMENDING SECTION §9278 ADDING DEFINITIONS OF OUTDOOR DINNING AND SIDEWALK CAFES

The City Council hereby ordains as follows:

SECTION ONE – FINDINGS

1. Pursuant to the procedures set forth in the Ukiah Municipal Code section 9265, the Official Zoning Ordinance for the City of Ukiah is amended to include development and operational standards for Community Gardens, Live Entertainment, Outdoor Dining, Sidewalk Cafes, Specialty Food and Beverage Sales with Tasting.
2. Planning Department staff prepared an initial environmental study (IS) in order to evaluate the potential impacts that could result from the Project. Due to the specificity of the standards, the IS concluded the Zoning Ordinance amendments could not have a significant effect on the environment and a Negative Declaration was prepared.
3. The Planning Commission held a duly noticed public hearing on May 11, 2016 and June 16, 2016 after giving notice of said hearing in the manner, for the period, and in the form required by the Ukiah City Code and Government Code sections 65090 and 65091 to consider the Negative Declaration for the Zoning Ordinance Amendments. At the meeting, the Planning Commission received public comment, discussed the initial environmental study, and voted 5-0 to recommend the City Council adopt the negative declaration for the Zoning Ordinance amendments.
4. At the May 11, 2016 and June 16, 2016 public hearing, the Planning Commission conducted a public hearing to consider the Zoning Ordinance Amendments. After receiving public testimony, considering the staff report, and due deliberation, the Planning Commission voted 5-0 to recommend the City Council approve the Zoning Ordinance amendments.
5. The Project is consistent with General Plan Goal ED-1 by supporting economic development, strong businesses, and CD-3 by promoting aesthetically pleasing urban landscapes, and CD-10 preserving and enhancing neighborhood character.

SECTION TWO

Article 15.6 of Chapter 2 of Division 9 of the Ukiah City Code is hereby added to read as follows.

Article 15.6. STANDARDS FOR SPECIFIC LAND USES

§9173 PURPOSE

Sections 9173.2-9173.6 in this Article 15.6 provide site planning, development, and/or operational standards for certain land uses that are allowed in certain zoning districts without

discretionary review. The standards for each use are intended to mitigate any potentially adverse impacts associated with the specific use.

§9173.1 APPLICABILITY

The land uses and activities included in sections 9173.2-91.734.6 of this code shall comply with the provisions of the section applicable to the specific land use, in addition to all other applicable provisions of this article and the Ukiah City Code.

- A. Where Allowed: The uses that are subject to the standards in sections 9173.2-9173.6 of this code shall only be located in the zoning districts indicted herein.
- B. Development Standards: The standards for specific land uses included in sections 9173.2-9173.6 of this code are required and supplement those included in the Ukiah City Code. In the event of any conflict between the requirements of sections 9173.2-9173.6 of this code and those included elsewhere in the City Code, the requirements of sections 9173.2-9173.6 of this code shall control.

§9173.2 COMMUNITY GARDENS

Community gardens may be located in any zoning district provided they comply with the following standards and requirements:

- A. Days and Hours of Operation: Seven (7) days a week from seven o'clock (7:00) A.M. until dusk.
- B. Fencing: Fencing is discouraged. When fencing is required to prevent vandalism or theft, trespassing, and/or encroachment by animals, fencing shall comply with the following:
 - 1. Open Fencing: Open fencing (such as chain link, wrought iron, deer) up to seven (7) feet in height, measured from the grade adjacent to the fence to the top of the fence, is allowed at the property line or set back from the property line. This type of fencing allows the garden to be protected and maximizes the size of the garden while creating an open, pedestrian-oriented use consistent with the purposes of this code.
 - 2. Solid Fencing: Solid fencing (such as wood, masonry) is prohibited since this closes off the site to the public realm, presents a solid unbroken surface which is not pedestrian-oriented, and reduces the size of the garden.
- C. Herbicides and Pesticides: All pest and weed control shall be accomplished through organic means using the least toxic methods available. If unsure how to combat pests, weeds, and diseases organically, contact the garden team leader or other qualified professionals or organizations for guidance and resources.
- D. Motorized Equipment: Use of motorized equipment (such as weed eaters, leaf blowers, rototillers) shall be limited to weekdays from eight o'clock (8:00) A.M. to seven o'clock (7:00) P.M. and weekends and holidays recognized by the City of Ukiah from ten o'clock (10:00) A.M. to five o'clock (5:00) P.M.
- E. Noise: Compliance with the City of Ukiah noise ordinance is required, except as indicated in subsection D of this section, Motorized Equipment, which may be more restrictive.

- F. **Parking:** A minimum of one parking space along the street frontage of the community garden shall be provided. Vehicle use by members of the community garden should be limited to taking supplies to and from the garden, rainy or poor weather, or assisting gardeners with a disabilities Users of the garden shall be encouraged to walk or bike to the site in order to reduce the need for parking and parking impacts on neighboring uses.
- G. **Signs:** Signs are limited to identification, informational, and directional signs in conformance with the City of Ukiah sign ordinance requirements.
- H. **Structures – Accessory:** The following accessory structures are allowed: tool sheds, greenhouses, cold-frames, hoop houses, compost bins, rain barrel systems, picnic tables, benches, bike racks, garden art, and fences subject to the development standards of the zoning district in which the community garden is located and the requirements of this section. Commercially maintained portable bathrooms are allowed as accessory structures; provided, that they comply with accessibility standards and comply with the development standards of the zoning district in which the community garden is located.
- I. **Water Use:** Every effort shall be made to reduce water usage. Drip irrigation is required where feasible. Mulch and compost shall be used in order to reduce the amount of water needed for garden plots.
- J. **Prohibitions:** Smoking, drinking alcoholic beverages, using illegal drugs, and gambling are prohibited. Weapons, pets and other animals (except service animals) are also prohibited. (Ord. 1139, §2 (Exh. A, 5.030), adopted 2012)

§9173.3 LIVE ENTERTAINMENT

- A. Live entertainment uses may occur in the C-1, C-2, and P-F zoning districts provided they comply with the following standards and requirements:
 - 1. Live entertainment shall commence no earlier than 10:00 a.m. and shall end at 11:00 p.m. and is limited to two times a week.
 - 2. Live entertainment shall not violate the City of Ukiah noise ordinance
 - 3. The number of people within a building where live entertainment is performing shall not exceed the occupancy standards contained in the California Building Code or Ukiah City Code.
 - 4. Businesses desiring to have live entertainment shall provide adequate security during and after live entertainment events.
 - 5. Parking shall generally comply with the Ukiah City Code, although on-street parking within commercial zoning districts may be included in the number of parking spaces provided for the live entertainment.
 - 6. Any building proposed for live entertainment shall comply with all Fire Code requirements and shall be reviewed and approved by the Ukiah Fire Marshal.
- B. **Management Plan:** Prior to the conduct of live entertainment, the applicant shall submit a Management Plan addressing the items listed below. The Management Plan shall be submitted to the Director of Planning and Community Development for review and action. The Director shall distribute the Plan to the Ukiah Police and Fire Departments for review. The Management Plan shall, at a minimum, include the following:
 - 1. Potential for loitering and how the business will preclude loitering
 - 2. Adequacy of lighting for security and safety purposes.
 - 3. Adequacy of parking.

4. Compatibility and suitability with the existing and allowed uses in the area and/or character of the area, including, but not limited to, proximity to sensitive land uses such as residences, schools, parks, daycare facilities, and churches.
5. Details regarding how security will be provided during and after live entertainment events.
6. Likelihood the use would facilitate the vitality, economic viability, and/or provide recreational or entertainment opportunities in an existing commercial area without presenting a significant impact on health and safety.
7. Hours of operation for the business and hours of proposed live entertainment.
8. Other information deemed necessary on a case-by-case basis.

If the Management Plan is found acceptable by the Police and Fire Departments, as well as the Director of Planning and Community Development, the Director shall make corresponding findings and approve it writing.

- C. Relief from any of the standards or requirements may be sought through the Use Permit process. The Director of Planning and Community Development shall determine whether or not a certain Use Permit is minor or major. The determination shall be based, in part, on how much relief is being sought and the location of the proposed live entertainment and its potential to disrupt the area.

§9173.4 OUTDOOR DINING

On-site outdoor dining may be allowed in the C-N, C-1 and C-2 zoning districts, provided it is incidental to and part of the operation of a restaurant located on the same parcel, and it complies with the standards and requirements listed below.

- A. Purpose: The provisions of this section are intended to allow outdoor dining in association with a restaurant located on the same parcel as the outdoor dining, where the outdoor dining is clearly incidental to the adjacent restaurant use and will not negatively impact the operations and function of the existing restaurant, including parking facilities, pedestrian access and circulation, and disabled access facilities.
- B. Location of Outside Dining: Outdoor dining shall be located on the same site as the restaurant which the outdoor dining will serve. Outdoor dining facilities, such as tables, chairs, umbrellas, etc., shall not be located in pedestrian walkways, required parking spaces, or disabled access facilities (such as parking spaces, walkways, entries, etc.). Outdoor dining areas may be located in landscaped areas if located in such a manner as to not damage the landscaping.
- C. Hours of Operation: Days and hours of operation for the outdoor dining shall not extend beyond the hours of operation for the restaurant which it serves. Tables, chairs, and all other furniture used in the operation of outdoor dining shall be removed from any pedestrian walkways and stored indoors at night and whenever the cafe is not in operation.
- D. Live Entertainment: Outdoor dining shall not be used for live entertainment unless in compliance with section 9173.3 of this code.
- E. Tables, Chairs, Furniture, Signage:
1. In order to provide adequate and safe ingress/egress, a minimum unobstructed pedestrian walkway width of forty-eight inches (48") or the width of the doors, whichever is greater, shall be maintained. The required width of the unobstructed

pedestrian walkway shall extend from the front of the door(s) to the public sidewalk. A reduced width may be approved by the Building Official in compliance with the building code.

2. A minimum of sixty inches (60") of unobstructed space shall be maintained between exits and any furniture or fixtures related to outdoor dining, or as required by the building code, whichever is greater.
 3. All outdoor dining furniture, including tables, chairs, umbrellas, and planters, shall be movable.
 4. Umbrellas shall be secured with a minimum base of not less than sixty (60) pounds and shall leave a vertical clearance of seven feet (7') from the sidewalk surface.
 5. Outdoor heaters are allowed subject to fire and building code compliance. Non-live music and/or speakers may be used provided the music does not violate the City of Ukiah noise ordinance.
 6. No signage shall be allowed in the outdoor dining area except for the name of the establishment on an awning or umbrella fringe and in compliance with this section and Division 3, Chapter 7 of this code (sign ordinance).
- F. Maintenance: The property and/or business owner are responsible for maintaining all outdoor dining furnishings and the outdoor dining area in good condition, including, but not limited to, the following:
1. All outdoor dining furnishings and all exterior surfaces within the outdoor dining area shall be easily cleanable and kept clean and free of debris.
 2. The outdoor dining area and adjacent areas kept in a clean and safe condition.
- G. Food and Beverages: Outdoor dining areas may only serve food and nonalcoholic beverages prepared or stocked for sale at the adjoining indoor restaurant; provided, however, that the service of beer or wine or both, solely for on-premises consumption by customers within the outdoor dining area, may be authorized by the Planning Director and Police Department if each of the following requirements are met:
1. The outdoor dining operation is duly licensed, or prior to the service of any beer or wine, will be duly licensed by State authorities to sell beer or wine for consumption within the outdoor dining area.
 2. The authorized outdoor dining area is identified in a manner which will clearly separate and delineate it from the areas of the sidewalk that will remain open to pedestrian traffic.
 3. One or more signs, as approved as part of the encroachment permit, are posted during all times the sidewalk cafe is in operation, which shall give notice to the cafe's customers that the drinking of beer or wine or the carrying of any open container which contains beer or wine is prohibited and unlawful outside the delineated outdoor dining area.

Outdoor dining areas authorized by the Planning Department and Police Department and in compliance with the requirements of this section are exempt from section 6000 of this code.

H. Service Requirements:

1. Service areas (such as busing and service stations) may be located within the outdoor dining area. Service areas shall comply with subsection B of this section (Location of Outside Dining). Outdoor food preparation in the outdoor dining area is prohibited.
 2. Restrooms for the outdoor dining area shall be provided in the adjoining indoor restaurant. Seating for the outdoor dining may be counted in determining the restroom requirements for the indoor restaurant at the discretion of the Building Official.
- I. Revocation: The outdoor dining may be revoked by the City upon finding that one or more of the requirements of this section have been violated or that the outdoor dining is being operated in a manner that constitutes a nuisance.

§9173.5 SIDEWALK CAFE

- A. A sidewalk cafe may be allowed in the C-N, C-1, and C-2 zoning districts provided it is incidental to and part of the operation of a restaurant and it complies with the standards and requirements listed below;
- B. Purpose: The provisions of this section are intended to allow a sidewalk cafe to operate in association with an allowed restaurant use, where the sidewalk cafe is clearly incidental to the restaurant use and will not negatively impact the right-of-way.
- C. Permit Requirements: A sidewalk cafe shall require the approval of an encroachment permit from the Department of Public Works and Planning and Community Development Department.
- D. Limitations and Requirements: A sidewalk cafe may be allowed only where allowed by section 9173.4 and only when the sidewalk cafe is incidental to and part of the operation of an adjacent restaurant and when in compliance with the following requirements of this section.
1. Where Permissible: A sidewalk cafe may be located on a public sidewalk immediately adjacent to and abutting the indoor restaurant which operates the cafe; provided, that the area in which the sidewalk cafe extends is no farther along the sidewalk frontage than the operating indoor restaurant.
 2. Location of Sidewalk Cafes: Each cafe shall be confined to a defined location on the sidewalk immediately adjacent to the restaurant which operates the cafe.
 3. Hours of Operation: Sidewalk cafes may operate on days whenever fair weather would enhance outdoor dining. The hours of operation shall not exceed eight o'clock (8:00) A.M. to nine o'clock (9:00) P.M. Tables, chairs, and all other furniture used in the operation of a sidewalk cafe shall be removed from the sidewalk and stored indoors at night and whenever the cafe is not in operation. Additional hours may be authorized with Zoning Administrator approval of a minor use permit.
 4. Sidewalk Clearances: A sidewalk cafe may be allowed only where the sidewalk is wide enough to adequately accommodate the usual pedestrian traffic in the area, to comply with California State accessibility standards and federal ADA requirements, and the operation of the proposed cafe.

5. Live Entertainment: A sidewalk cafe shall not be used for live entertainment. Live entertainment at sidewalk cafes may be authorized in compliance with section 9224.6 of this code.

E. Tables, Chairs, Furniture, Signage:

1. All tables and chairs comprising a sidewalk cafe shall be situated in a safe fashion and away from any sidewalk or street barrier including a bollard, and shall not be within eight feet (8') feet of any designated bus stop.
2. The dining area shall not impede the use of public furnishings such as lighting, benches, etc.
3. In order to provide adequate and safe ingress/egress, a minimum unobstructed public sidewalk width of forty-eight inches (48") shall be maintained for the entire length of the sidewalk cafe. The required width shall extend from the front of the door(s) to the end of the sidewalk cafe.
4. A minimum of sixty inches (60") of unobstructed space shall be maintained between exits and any furniture or fixtures related to the sidewalk cafe, or as required by the building code, whichever is greater.
5. All sidewalk cafe furniture, including tables, chairs, umbrellas, and planters, shall be movable.
6. Umbrellas shall be secured with a minimum base of not less than sixty (60) pounds and shall leave a vertical clearance of seven feet (7') from the sidewalk surface.
7. Outdoor heaters are allowed subject to fire and building code compliance. Music and/or speakers may be authorized with Zoning Administrator approval of a minor use permit.
8. No signage shall be allowed at the sidewalk cafe except for the name of the establishment on an awning or umbrella fringe and in compliance with this section and the sign ordinance (Division 3, Chapter 7 of this code).
9. All furnishings and other items associated with the sidewalk cafe shall be removed from the sidewalk during nonoperation hours of the cafe. Storage of these items outside may be authorized with Zoning Administrator approval of a minor use permit.
10. Any proposed seating in the vicinity of street trees shall comply with the City's Management Guidelines adopted December 1, 2010.

F. Maintenance: The permittee is responsible for maintaining all outdoor dining furnishings and the sidewalk cafe area in good condition, including, but not limited to, the following:

1. All outdoor dining furnishings and all exterior surfaces within the sidewalk cafe area shall be easily cleanable and kept clean and free of debris.
2. The sidewalk cafe area and adjacent areas shall be kept in a clean and safe condition.

G. Food and Beverages: A sidewalk cafe may serve only food and nonalcoholic beverages prepared or stocked for sale at the adjoining indoor restaurant; provided, however, that the service of beer or wine or both solely for on-premises consumption by customers within the areas of the sidewalk cafe may be authorized by the Planning Director and Police Department as part of the required encroachment permit if each of the following requirements are met:

1. The sidewalk cafe operation is duly licensed, or prior to the service of any beer or wine will be duly licensed by State authorities to sell beer or wine for consumption within the area of the sidewalk cafe.
2. The area in which the sidewalk cafe is authorized is identified in a manner, as part of the encroachment permit, which will clearly separate and delineate it from the areas of the sidewalk that will remain open to pedestrian traffic.
3. One or more signs, as approved as part of the encroachment permit, are posted during all times the sidewalk cafe is in operation, which shall give notice to the cafe's customers that the drinking of beer or wine or the carrying of any open container which contains beer or wine is prohibited and unlawful outside the delineated area of the sidewalk cafe. Sidewalk cafes authorized by the Planning Department and Police Department as part of the required encroachment permit and in compliance with the requirements of this section are exempt from section 6000 of this code.

H. Service Requirements:

1. The outdoor preparation of food and busing and service stations are prohibited at the sidewalk cafe. Outdoor service station may be authorized with Zoning Administrator approval of a minor use permit.
 2. Restrooms for the sidewalk cafe shall be provided in the adjoining indoor restaurant. Seating for the sidewalk cafe may be counted in determining the restroom requirements for the indoor restaurant at the discretion of the Building Official.
 3. Trash and refuse receptacles for the sidewalk cafe shall not be permitted within the area designated for the sidewalk cafe or on adjacent sidewalk areas and the permittee shall remove trash and litter as they accumulate. Trash and/or refuse containers may be authorized within the outdoor dining area or adjacent sidewalk areas with Zoning Administrator approval of a minor use permit.
- I. Power to Prohibit Operation of the Sidewalk Cafe: Any encroachment permit issued for a sidewalk cafe shall provide that the City shall have the right and power, acting through the City Manager or designee, to prohibit the operation of a sidewalk cafe at any time because of anticipated or actual problems or conflicts in the use of the sidewalk area. Such problems may arise from, but are not limited to, scheduled festivals and similar events, or parades or marches, or repairs to the street or sidewalk, or from demonstrations or emergencies occurring in the area. To the extent possible, the permittee shall be given prior written notice of any time period during which the operation of the sidewalk cafe will be prohibited by the City, but any failure to give prior written notice shall not affect the right and power of the City to prohibit the cafe's operation at any particular time.

- J. Conditions: In connection with granting the encroachment permit for a sidewalk cafe, conditions may be imposed in granting approval as deemed necessary for the proposed operation to meet the operating requirements of this section.
- K. Modifications: In the event the City determines during the operation of an approved sidewalk cafe that additional or revised conditions are necessary in order for the sidewalk cafe to comply with the requirements of this section, the City shall have the ability to add additional conditions to the approved encroachment permit.
- L. Revocation: The encroachment permit to operate a sidewalk cafe may be revoked by the City upon finding that one or more conditions of the permit or this section have been violated or that the sidewalk cafe is being operated in a manner that constitutes a nuisance, or that the operation of the sidewalk cafe unduly impedes the movement of pedestrians past the sidewalk cafe. (Ord. 1139, §2 (Exh. A, 5.080), adopted 2012) Revocations may be appealed per the process outlined in Section 5613 of the City of Ukiah Municipal Code.

§9173.6 SPECIALTY FOOD AND BEVERAGE SALES WITH TASTINGS

Specialty food and beverage sales with tastings may be allowed in the C-N, C-1, C-2, and P-F zoning districts provided they comply with the following standards and requirements:

- A. Days and Hours of Operation: Days and hours of operation shall be limited to daily from ten o'clock (10:00) A.M. to ten o'clock (10:00) P.M. Additional hours may be authorized with Zoning Administrator approval of a minor use permit.
- B. Live Entertainment: Live entertainment is allowed in compliance with section 9173.3 of this code and may perform until eight o'clock (8:00) P.M. Other arrangements for live entertainment may be authorized with Zoning Administrator approval of a minor use permit.
- C. Outdoor Seating: Outdoor seating is allowed in compliance with the applicable requirements for outdoor dining included in section 9173.4 of this code or sidewalk cafes in section 9173.5 of this code.
- D. Minor Use Permit: An application for a minor use permit to allow additional operating hours and/or live entertainment in a manner that exceeds the operating characteristics required in this section may be authorized with Zoning Administrator approval of a minor use permit. An application for a minor use permit shall address the following considerations:
 - 1. Potential for loitering and how the business will preclude loitering.
 - 2. Adequacy of lighting for security and safety purposes.
 - 3. Adequacy of parking.
 - 4. Compatibility and suitability with the existing and allowed uses in the area and/or character of the area, including but not limited to proximity to sensitive land uses such as residences, schools, parks, daycare facilities, and churches.
 - 5. Likelihood the use would facilitate the vitality, economic viability, and/or provide recreational or entertainment opportunities in an existing commercial area without presenting a significant impact on health and safety.
 - 6. Details regarding how security will be provided during and after live entertainment events.

7. Other information deemed necessary on a case-by-case basis.

- E. Minor Use Permit Findings: The above considerations shall be incorporated as findings for approval, conditional approval, or disapproval of a use permit for a specialty food and beverage sales with tastings in addition to the findings required by Article 20 of this Code.

§9278 DEFINITIONS

OUTDOOR DINING- A designated area on the premise of a retail food establishment or restaurant, but outside the principal building, and where patrons may sit at tables while consuming food and beverages ordered from the establishment.

SIDEWALK CAFES- A designated area of a public sidewalk where patrons may sit at tables while consuming food and beverages ordered from the establishment.

SECTION THREE

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 and shall become effective thirty (30) days after its adoption.

Introduced by title only on July 20, 2016, by the following roll call vote:

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

Adopted on August 3, 2016, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: ADOPT ORDINANCE AMENDING THE MAXIMUM FENCE HEIGHT FROM SIX FEET TO SEVEN FEET IN ALL ZONING DISTRICTS; AND AMENDING THE PARKING LOT TREE SHADING REQUIREMENT FROM TEN YEARS TO FIFTEEN YEARS APPLICABLE IN THE R-2, R-3, C-N, C-1, C-2, P-D, P-F.

Summary: On July 20, 2016, the City Council conducted a public hearing and unanimously (4-0 - Councilmember Mulheren absent) introduced a zoning ordinance that would amend the Ukiah City Code to allow fence heights to be constructed to seven feet rather than a maximum of six feet, and amend the parking lot shade coverage to fifteen years rather than ten years. The ordinance has been prepared and is ready for final adoption.

Background: The proposed changes to the zoning code regarding fence height is because vertical fence boards are often pre-cut to six foot lengths and the boards are raised off the ground a few inches, the typical wood fence installation exceeds six feet and was previously not exempt from the Building and Planning permitting requirement of the code. In addition, fence builders have experienced difficulty in accurately measuring fence height because of irregularities in the ground surface. The intent in raising the height from six (6) feet to seven (7) feet for permit exemption is to avoid difficulty in making this determination. The thought is that most fences will be only a few inches higher than six feet and well below a height of seven feet, making the determination of whether a permit is required readily apparent. In addition, the building code was recently changed to allow seven feet rather than a maximum of six feet.

The reason for the proposed code amendment change for the tree shading requirement is that the expected canopy cover of fifty percent in a ten (10) year period is basically impossible. This was discovered by authors of technical tree shading studies during the Walmart Expansion and Costco projects. The fifteen (15) year coverage is consistent with City of Davis's current requirement, was used in the evaluation of the Walmart Expansion and Costco Projects, and has been "accepted" by the Planning Commission and City Council. This proposed amendment codifies this "acceptance".

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☒	N/A

Continued to Page 2

RECOMMENDED ACTION(S): Adopt Ordinance amending the maximum fence height from six feet to seven feet in all zoning districts; and amending the parking lot tree shading requirement from ten years to fifteen years applicable in the R-2, R-3, C-N, C-1, C-2, P-D, P-F.

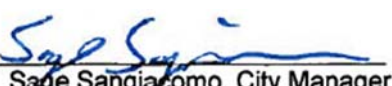
ALTERNATIVES: Do not adopt the proposed Ordinance and remand to staff with direction.

Citizens advised: Publically noticed pursuant to Ukiah City Code
Requested by: Planning and Community Development
Contact/Prepared by: Michelle Johnson, Assistant Planner
Coordinated with: Charley Stump, Planning and Community Development Director
Presenter: Michelle Johnson, Assistant Planner
Attachment: 1. Ordinance

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

Discussion: The proposed revisions to the shade tree requirement are consistent with the Goals and Policies found in the vision statement of the General Plan that reads; “We envision development that complements rather than compromises the natural beauty of this valley. We envision pleasant places for people to come together, beautiful public spaces, streets with greenery and good design, and downtown plaza. We envision outdoor recreational development, including trees and shady spaces for people to enjoy.” The recommended shade revision changes the shade requirement by making it easier to achieve and it promotes new tree planting that adds beauty, design and shade to public spaces making these spaces more inviting and enjoyable for all of the community. The revisions to the fence height requirement are consistent with Goal GP-4: establish specific criteria for project approval and provide better explanation and clarification of the permitting process.

The following describes each proposed amendment and how it relates to the current regulations:

A. Changing the maximum fence height in all zones from six feet to seven feet.

Section 9178 (B) Fences and hedges and other screen planting, may be erected in any district, subject to the following conditions:

1. Subject to the provisions of paragraphs 2 and 3 of this subsection, no fence shall be constructed exceeding seven feet (7') in height, and no hedge or other screen planting shall be grown or permitted to grow, exceeding six feet (6') in height measured from the original grade on the lot.
2. No fence shall be constructed and no hedge or other screen planting shall be grown or permitted to grow, exceeding three feet in height measured from the original grade on the lot, in any required front yard or to the front of any front setback line.
3. Fences exceeding seven feet (7') in height to enclose commercial or industrial uses, or tennis courts, swimming pools, or similar areas, may be erected subject to the obtaining of a use permit therefor (Ord. 793, §2, adopted 1982).

B. Changing the parking lot tree shading requirement from ten years to fifteen years.

Section 9016 (A & B) Applies to the following zoning districts: R-2, R-3, C-N, C-1, C-2, P-D, P-F:

Parking lots with twelve (12) or more parking stalls shall have a tree placed between every four (4) parking stalls within a continuous linear planting strip, rather than individual planting wells, unless clearly infeasible. Parking lot trees shall primarily be deciduous species, and shall be designed to provide tree canopy coverage of fifty percent (50%) over all paved areas within fifteen (15) years of planting. Based upon the design of the parking lot, a reduced number of trees may be approved through the discretionary review process.

Environmental / CEQA Review: The proposed changes to the shade requirement are exempt from the environmental review according to Section 15061 (b)(3) of the California Environmental Quality Act (CEQA) Guidelines because CEQA applies only to projects which have the potential for causing a significant effect on the environment; where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA. In this case the modification is still considered a benefit to the environment because it still mandates the shading of parking lots. In the case of the change to the fence height, one additional foot of height is inconsequential in terms of physical impacts on the environment.

Public Comment: No comments were received from outside agencies or citizens.

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 9, CHAPTER 2, ARTICLE 3, SECTION 9016.A, AND ARTICLE 16, SECTION 9178.B RELATED TO FENCE HEIGHT; ARTICLE 4, SECTION 9037B.1.e, ARTICLE 5, SECTION 9052.B.1.e, ARTICLE 6, SECTION 9068.D.1.e, ARTICLE 7, SECTION 9087.D.1.e, ARTICLE 8, SECTION 9101.D.1.e, AND ARTICLE 15, SECTION 9170.7.E.5 RELATED TO TREE SHADING REQUIREMENTS.

**The City Council of the City of Ukiah does ordain as follows:
SECTION ONE**

- 1. Subsection A under “Fences” in Section 9016, Division 9, Chapter 2, Article 3 of the Ukiah City Code is amended to read as follows.**

Fences:

- A. Fences shall be limited to a maximum height of seven feet (7'). Fences exceeding seven feet (7') in height may be erected subject to the securing of a use permit.

- 2. Subsection B in Section 9178 in Division 9, Chapter 2, Article 16 of the Ukiah City Code is amended as follows:**

- B. Fences and hedges and other screen planting, may be erected in any district, subject to the following conditions:

1. Subject to the provisions of paragraphs 2 and 3 of this subsection, no fence shall be constructed, and no hedge or other screen planting shall be grown or permitted to grow, exceeding seven feet (7') in height measured from the original grade on the lot.
2. No fence shall be constructed and no hedge or other screen planting shall be grown or permitted to grow, exceeding three feet in height measured from the original grade on the lot, in any required front yard or to the front of any front setback line.
3. Fences exceeding seven feet (7') in height to enclose commercial or industrial uses, or tennis courts, swimming pools, or similar areas, may be erected subject to the obtaining of a use permit therefor.

- 3. The following sections and articles in Division 9, Chapter 2 of the Ukiah City Code:**

- a. Subsection B.1.e in Section 9037; Article 4;
- b. Subsection D.1.e in Section 9052; Article 5;
- c. Subsection D.1.e in Section 9068; Article 6;
- d. Subsection D.1.e in Section 9087; Article 7,
- e. Subsection D.1.e in Section 9101; Article 8; and
- f. Subsection E.5 in Section 9170.7; Article 15 are amended to read as follows:**

“Parking lots with twelve (12) or more parking stalls shall have a tree placed between every four (4) parking stalls within a continuous linear planting strip rather than individual planting wells, unless clearly infeasible. Parking lot trees shall primarily be deciduous species, and shall be designed to provide a tree canopy coverage of fifty

percent (50%) over all paved areas within fifteen (15) years of planting. Based upon the design of the parking lot, a reduced number of trees may be approved through the discretionary review process."

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 and shall become effective thirty (30) days after its adoption.

Introduced by title only on July 20, 2016, by the following roll call vote:

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

Adopted on August 3, 2016, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk



ITEM NO.: 12c

MEETING DATE: August 3, 2016

AGENDA SUMMARY REPORT

SUBJECT: AWARD OF CONTRACT FOR A FEASIBILITY ANALYSIS FOR A DOWNTOWN HOTEL TO CBRE IN THE AMOUNT OF \$25,000 AND APPROVAL OF CORRESPONDING BUDGET AMENDMENTS

Summary: Staff is recommending the award of contract to CBRE for a downtown hotel feasibility analysis in the amount of \$25,000. This analysis, combined with the City's unique ability to assemble parcels in the downtown, would provide the economic basis on which a developer would rely to develop a hotel in this area. Visit Ukiah, which is funded by the transient occupancy tax paid by hotel visitors, has committed \$10,000 towards the project.

Background: At the March 16, 2016, City Council meeting, the Council authorized Staff to draft a Request for Proposals for a downtown hotel feasibility analysis and authorized funding up to \$20,000 for the project. The total cost of the analysis is estimated to be up to \$30,000; Visit Ukiah has committed \$10,000 of that total amount.

The proposed feasibility analysis for a downtown hotel is not site specific; however, it should be located within the core of the downtown for maximum benefits. This analysis may assist with attracting financing for the rehabilitation of the Palace Hotel, but even it doesn't, there are City-owned properties that may be viable for this development, as well as other existing facilities and privately owned properties. Therefore, the scope of work will include:

- Analysis of the sites (including access, visibility, current land use, proximity to demand generators, and more)
- Market area review (includes an evaluation of current lodging demand and facilities, and interviews with stakeholders)
- Demand growth estimates (includes an analysis of projected growth of business)
- Facilities recommendations (includes the number and type of rooms, other hotel amenities and more)
- Market share estimates (includes analysis of the competitive position of this development)
- Statements of estimated annual operating results (includes an estimate of occupancy, average daily room rate, revenues and operating expenses for the development for its first ten years of operation)

Continued on Page 2

RECOMMENDED ACTION(S): Award contract to CBRE for development of a feasibility analysis for a downtown hotel in the amount of \$25,000 and approval of corresponding budget amendments.

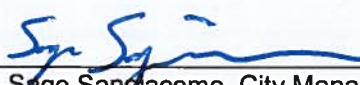
ALTERNATIVES: Provide alternate direction to Staff.

Citizens advised: Visit Ukiah Task Force
Requested by: Visit Ukiah Task Force
Prepared by: Shannon Riley, Senior Management Analyst
Coordinated with: Mary Horger, Purchasing Supervisor
Presenters: Shannon Riley, Senior Management Analyst and Mary Horger, Purchasing Supervisor
Attachment: 1. Request for Proposal - Market Feasibility Study for a Proposed Hotel to be Located in Downtown Ukiah, California
2. CBRE Proposal

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

The recruitment of a hotel as a downtown anchor is consistent with the City Council's strategic plan, the general plan, and other long-range planning documents. Therefore, it has been determined that the development of a downtown hotel would potentially meet multiple goals, have a significant positive impact on the downtown, and positively impact the City's General Fund through the addition of sales tax and transient occupancy tax revenues.

Discussion: The Purchasing Department released a Request for Proposals on May 17, 2016, with a proposal deadline of June 8th. Proposals were received from five (5) consultants: CBRE, Hospitality and Gaming Solutions, Johnson Consulting, Place Dynamics, and Revpar International.

An evaluation team consisting of Kevin Thompson, Principal Planner; Craig Schlatter, Development and Sustainability Manager at Community Development Commission; and Shannon Riley, Senior Management Analyst, reviewed the proposals received. The evaluation was based on qualifications, project understanding and approach, demonstrated experience, availability to complete the work, as well as cost. CBRE has been found to be the best fit for this project.

Name	CBRE	Revpar	Johnson Consulting	Place Dynamics	Hospitality & Gaming Solutions
Rank	1	2	3	4	5
Proposed Fee	\$25,000	\$31,200	\$30,000	\$18,500	\$30,000

CBRE is established in the Bay Area and has specific experience in Northern California, especially with other public agencies. The cost proposed to perform the work is \$25,000, which is well within the budget originally established for this project. Their full proposal is provided as Attachment 2.

It is staff's recommendation to award the contract for performing a downtown hotel feasibility study to CBRE in the amount of \$25,000. Since this was originally budgeted in fiscal year 2015/2016, staff is requesting Council to approve a budget amendment to fund this for the current fiscal year.

FISCAL IMPACT:					
Current Cost in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required		Previous Contract or Purchase Order No.
\$15,000	Economic Development	10017100.52100	Yes ☒	No ☐	N/A
\$10,000	Visit Ukiah	75017110.52100	Yes ☒	No ☐	N/A



REQUEST FOR PROPOSAL

MARKET FEASIBILITY STUDY

**FOR A PROPOSED HOTEL TO BE LOCATED IN
DOWNTOWN UKIAH, CALIFORNIA**

City of Ukiah

300 Seminary Avenue

Ukiah, CA 95482

Phone (707) 463-6233

Proposals are due by 5:00 PM

Wednesday, June 8, 2016

City of Ukiah Request for Proposals for Professional Services to Conduct a Market Feasibility Study for a Proposed Hotel to be Located in Downtown Ukiah, California

OVERVIEW

The City of Ukiah wishes to promote development of a hotel facility within historical downtown Ukiah. Although a specific site has not been designated, there are several potential sites within the downtown core that may provide an opportunity for lodging development. The goal of the City of Ukiah is to determine if a hotel is feasible by the private sector. If a hotel is not fully feasible by the private sector, it is the City's desire to determine what financial gap might exist that could be filled by public incentives, along with recommendations of the most appropriate incentives to fill any identified financial gap.

The successful consultant will conduct a study to determine the optimal site, recommend a facility program and determine the overall market feasibility of the recommended facility. The resulting analysis will be provided to potential hotel developers, management companies and brands who may be interested in participating in a hotel project.

APPROACH

The work program for the study includes the determination of current and potential future lodging demand in the market area, the assessment of existing and potential future hotel supply and the share of the market that could reasonably be attained by the proposed hotel, and the estimation of potential cash flows from operations available to service debt and provide a return on invested capital.

SCOPE OF WORK

All services shall be provided in accordance with the City's standard Professional Services Agreement, a sample of which is included as Attachment "A".

Market Area Review

The successful consultant will gather and analyze relevant economic data regarding the market area to determine whether the overall economic environment in the area appears to be suitable for the proposed development. The successful consultant will examine correlations between key economic factors and the demand for lodging and will utilize any available forecasts of these indicators in the evaluation of potential future demand.

The successful consultant will perform primary market research in the area, consisting of interviews with key demand generators, inspection and evaluation of competition and discussions with people familiar with

development patterns and the local hotel market. Among those with whom interviews will be conducted are:

- Representatives of the City of Ukiah;
- Visit Ukiah;
- Owners and managers of potentially competitive lodging facilities;
- City of Ukiah Planning, Building, and Public Works Departments; and
- Managers of tourist and cultural attractions.

On the basis of the foregoing research, the successful consultant will prepare estimates of future growth, by segment, in the demand for, and the supply of similar quality hotel facilities in the market area.

Demand Growth Estimates

The successful consultant will analyze historical economic growth in the area and the characteristics of each of the principal segments of demand. Then, using the information gathered from the research, estimates will be made of growth in demand for each market segment and demand for the hotel project for each of the next seven to ten years, expressed in room nights.

Facilities Recommendations

As part of the analysis, and based on the nature and kind of requirements associated with the identified potential users of the hotel, the successful consultant will recommend the facilities program relating to the:

- Number and mix of guest rooms;
- Room configuration;
- Food and beverage concept;
- Banquet and meeting space requirements;
- Brand affiliation and
- Other facilities and amenities.

Market Share Estimates

The focus here will be on estimated demand for the hotel project. Upon completion of the estimate of market area supply and demand for the future, the successful consultant will estimate the share of the market that the proposed recommended facilities should reasonably be expected to capture for the property's first five years of operation. The analysis will include an estimate of the demand that could be induced through the development of the subject property.

Based upon an analysis of the sources of demand available to the subject property and its estimated competitive position, the successful consultant will estimate the average daily room rate that could potentially be achieved in a representative year, in current value dollars, and over the first five years of operation of the subject hotel.

Analysis of the Sites

The successful consultant will evaluate potential sites, based on interviews with the aforementioned stakeholders and zoning/planning documents provided by the City, to assess opportunities and constraints for development. Some of the factors to be analyzed include:

- Access, both vehicular and pedestrian;
- Visibility from principal access routes;
- Ambiance of the surrounding neighborhood;
- Current land uses in the vicinity;
- Topography of the site and immediate vicinity;
- Relationship to demand generators;
- Relationship to area amenities; and
- Advantages/disadvantages of the site versus the major competitors.

Statements of Estimated Annual Operating Results

Based upon the analysis of market demand, the successful consultant will estimate occupancy, average daily room rate, revenues and operating expenses for the subject hotel for its first ten years of operation. These estimates will result in a “bottom line” of net operating income after management fees and reserves for replacement of fixed assets but before interest, depreciation, amortization and income taxes.

DRAFT AND FINAL REPORTS

The successful consultant shall issue a full draft narrative report of the completed study. The report will be a comprehensive document that sets forth findings, conclusions, and recommendations concerning the proposed project. The draft report will be an executive summary to include a discussion (bullet points) of the demand for and supply of the existing lodging facilities in the market, recommendations of the appropriate concept and facility program, demand (penetration analysis) that the proposed project should be able to capture as well as the expected average daily rate the project will be able to achieve. Cash flow projections will present comparable historical operating results of similar hotels as well as a projection of cash flow for the subject with only a summary discussion. The report should also discuss each feasible site in the context of the City’s long-range planning documents and goals, as provided by City Staff.

The report is to be a comprehensive document that sets forth the successful consultant’s findings, conclusions and recommendations concerning the proposed hotel. After the City has reviewed the draft narrative report and any review comments the City may have are resolved, the successful consultant will prepare the report in its final written form sufficient for the City’s internal use and for distribution in support of hotel development and financing purposes. The report will be provided to potential hotel developers, lending institutions, management companies and franchisers that may be interested in participating in the hotel project. Two print copies and a digital copy of the final report are to be provided to the City.

Finally, the successful consultant will meet with the City and its designees to present findings, conclusions, and recommendations, which will be prioritized based on identified market demand and potential economic importance.

Project Time Frame: Approximately ten (10) weeks from kickoff to final presentation.

PROPOSAL REQUIREMENTS

Inquiries

Inquiries concerning this request for proposal must be made in writing to:

Mary Horger
Purchasing Supervisor
City of Ukiah
Email: mhorger@cityofukiah.com
Phone: (707) 463-6233

Proposal Format

The response to the Request for Proposal shall include the following:

- Name and address of the consulting firm submitting a proposal.
- Names and professional qualifications of the representatives of the firm that will be conducting the study.
- Statement regarding the qualifications of the firm, including project understanding and approach, and ability to respond to the project within the time specified.
- List of firms or entities, including the names and contact information, for which the consultant has conducted similar studies (list of references). Include a brief summary of the purpose of the study and any measurable results to date.
- **Cost proposal:** The fee for completion of the project shall be stated in a lump sum dollar amount with any anticipated travel expenses outlined and billed at cost with a not-to-exceed cap.

Evaluation Procedures

Qualifications will be evaluated based on the following criteria:

- The consultant's qualifications in providing the services requested.
- The consultant's understanding of the project and project approach.
- The consultant's demonstrated experience in providing the services requested.

- The consultant's availability to complete the work in the time specified.
- Cost.

Upon the request of and at the discretion of the City of Ukiah, proposers may be required to supply additional information, or to make assigned personnel available for interviews, or to make additional or supplemental submissions, if deemed necessary by the City.

Insurance Requirements

Once the successful consultant has been notified of the contract award, they will be required to submit insurance certificates as specified in the requirements provided in Attachment "B".

City Business License

A City of Ukiah Business License is required for work performed in the City of Ukiah. For information on how to apply for a license and associated fees, please go to the City's website at www.cityofukiah.com/businesses/business-licenses/

Submission Instructions and Deadline

Proposals must be received by 5:00 p.m., Wednesday, June 8th, 2016. Those proposals received after this date and time will not be considered. Proposals will only be accepted electronically. Send your proposal to the following:

Mary Horger
Purchasing Supervisor
City of Ukiah
Email: mhorger@cityofukiah.com

Right of Refusal

The City of Ukiah reserves the right to accept or reject any or all proposals based solely on its analysis of the proposals received including the cost thereof.

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

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 the 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 to support 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 the 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. 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 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, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

Consultant shall include all subcontractors 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 in the performance of services under this contract by Consultant, 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 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 Execution of Agreement. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

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 _____
 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: _____

 Date

CITY MANAGER

ATTEST

 CITY CLERK

 Date



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

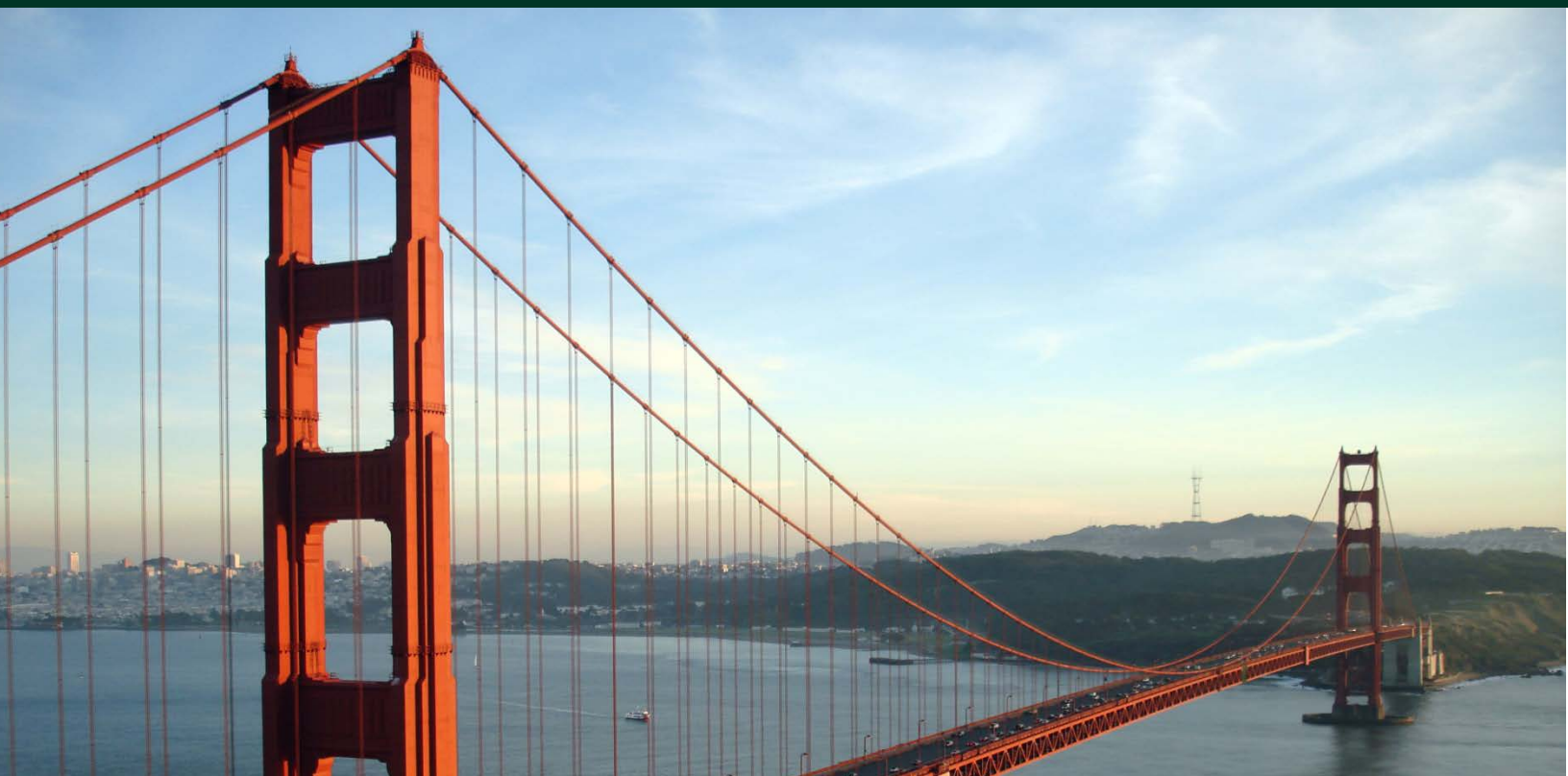
Insurance is to be placed with admitted California insurers with a current A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

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.

If you have questions regarding our insurance requirements contact:

**Risk Manager
(707) 463-6287 or FAX (707) 463-6204**



**Market Demand
And
Economic Analysis**

Proposed Downtown Hotel – RFP Response Ukiah, California

Prepared for:

Ms. Mary Horger
Purchasing Supervisor
City of Ukiah
300 Seminary Avenue
Ukiah, California 95482

Prepared By:

CBRE Hotels
101 California Street, 44th Floor
San Francisco, California 94010

Date of the Proposal:

June 7, 2016





Chris Kraus
Managing Director
CBRE Hotels

CBRE, Inc.
Valuation & Advisory Services
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San Francisco, CA 94111

+1 406 582 8189 Direct
+1 415 652 4483 Mobile

chris.kraus@cbre.com
www.cbrehotels.com

Sent via email to: mhorger@cityofukiah.com

June 7, 2016

Ms. Mary Horger
Purchasing Supervisor
City of Ukiah
300 Seminary Avenue
Ukiah, California 95482

Re: Market Demand and Economic Analysis – Proposed Downtown Hotel
Ukiah, California

Dear Ms. Horger:

In response to your formal Request for Proposal ("RFP"), we are pleased to submit this proposal to conduct a market feasibility study for a proposed hotel (the "Hotel") to be located in downtown Ukiah, California.

A Introduction

As we understand it, the City of Ukiah wishes to promote the development of a hotel within historic downtown Ukiah. Although a specific site has not been selected, there are several potential sites within the downtown core of Ukiah that may provide an opportunity for lodging development. The goal of the City of Ukiah is to determine if a hotel is feasible by the private sector. If a hotel is not fully feasible by the private sector, the City of Ukiah would like to determine the financial gap that might exist, along with recommendations of the most appropriate public subsidies and/or incentives that may be used to potentially fill any identified financial gap. The City of Ukiah therefore requires a firm such as CBRE Hotels to assist in determining if the development of a hotel in downtown Ukiah is feasible by a private developer. In order to assist the City of Ukiah, we propose to perform a study that would encompass the following per your specific request outlined in the RFP:

- Meet with representatives of the City of Ukiah to fully understand your goals and objectives for the study;
- Conduct primary market research in the area, consisting of, but not limited to, interviews with key demand generators, inspection and evaluation of competition, and discussions with people familiar with development patterns and the local hotel market.
- Analyze the current and future market demand for hotel rooms in the local market area;
- Evaluate the appropriateness of the available sites in the City of Ukiah for the development of a hotel;
- Provide key planning criteria as to the sizing, concept, brand affiliation (if appropriate), amenities to be provided, and timing of the potential hotel development;
- Develop a forecast of the market share and likely occupancy levels and average daily room rates ("ADR") the proposed Hotel could reasonably achieve over its first five years of operation;
- Develop a statement of estimated annual operating results for the proposed Hotel for its first ten years of operation. This statement would reflect all potential revenues and expenses associated with ongoing operations and would be the basis for analyzing the future economic feasibility of the development;
- Develop an estimate of the total development cost of the proposed Hotel. Based on this cost estimate, together with our cash flow forecasts, we will be able to evaluate the financial feasibility of the proposed Hotel;
- If based on our analysis a hotel development is not fully feasible, determine the financial gap that could be filled by public subsidies/incentives, along with recommendations of the most appropriate public subsidies/incentives to fill any identified financial gap;
- Codify our findings of the analysis in a draft report outlying our initial conclusions and opinions concerning market and economic feasibility of the proposed Hotel. Upon review of the report by representatives of the City of Ukiah, we shall address any comments and issue a final report; and,
- At the appropriate time, present our findings to representatives of the City of Ukiah.

The work program for the study will be concerned with the determination of current and potential future demand for hotel rooms, assessment of the existing and potential future competitive hotel supply, and the share of the market that could reasonably be attained by the proposed Hotel.

Our work plan for such a study will be conducted in two primary phases, as detailed later in this proposal.

B CBRE Hotels

As a point of background, we would like to provide you with a brief overview of our Firm. CBRE Hotels is a division of the CBRE Group, Inc. (NYSE:CBG), the largest full service, real estate and investment organization in the World with more than 70,000 employees located in more than 400 offices worldwide. CBRE Hotels operates as an existing specialized advisory group within CBRE and provides hospitality and real estate industry professionals with a global practice and one-stop shop of unparalleled, global and fully integrated real estate services and products. CBRE Hotels is comprised of over 375 dedicated hospitality professionals located in more than 60 offices across the globe, including San Francisco, Boston, New York, Philadelphia, Atlanta, Jacksonville, Washington, D.C., Houston, Indianapolis, Los Angeles, Seattle, and Bozeman in the U.S.

CBRE Hotels is a specialized advisory group within CBRE and consists of three integrated hospitality-focused divisions including valuation and advisory services, brokerage and capital markets, and research, as discussed below.

1 Valuation and Advisory Services

Our valuation and advisory services group provides consulting services and industry expertise to help our clients in planning, developing, managing, financing, problem-solving, improving operations, and valuing hotels and other hospitality assets. Our engagements range from hotel market and financial feasibility studies to investment structuring, and from hotel appraisals to asset management.

Our valuation and advisory services group is constantly providing clients both large and small with the most constructive and valuable advice in the industry, performing feasibility and market studies, acquisition due diligence and valuations involving hotels, resorts, restaurants, golf courses, and a variety of mixed-use developments and other hospitality products. We have the distinct advantage of being the only hospitality valuation and advisory firm with its own, proprietary database of U.S. hotel financial statistics.

2 Brokerage and Capital Markets

CBRE Hotels' brokerage group serves the investment market primarily as exclusive agents for owners/sellers managing the sale and disposition process. The team members of CBRE have extensive backgrounds in hotel and resort transactions as well backgrounds in hotel consulting and operations. CBRE's presentation of prospective hotel investments reflects a thorough

understanding of hotels, their branding/affiliations, management issues, operating margins, market dynamics, and capitalization.

Our hotel brokerage team has been retained for other services that include specific buyer-representation assignments, RFPs (Request for Proposals) for management organizations, executing ground leases, development financing, joint venture partnerships, and land sales. The scope of our business includes all tiers of the lodging industry including hotels and resorts, vacation-ownership, residential/hotel mixed-use, conference centers, and recreational facilities.

Our hotel-centric debt and structured finance group provides comprehensive financial solutions for the world's leading hotel owners, investors, and developers capitalizing on CBRE's long-established relationships with more than 200 of the industry's premier international lenders, including banks, pension funds, life insurance and credit companies, conduits/CMBS entities, government sponsored entities, and offshore investors.

Because of its close working relationship with the valuation and advisory services group, our dedicated lodging brokerage and capital markets platform offers clients an unparalleled level of market knowledge with a proven track record of sales and marketing and structured debt and equity successes.

3 Research

CBRE Hotels' Americas Research ("CBRE Research") owns the database for *Trends® in the Hotel Industry*, the statistical review of U.S. hotel operations which first appeared in 1935 and has been published every year since. CBRE Research professionals use the *Trends®* database to assist their clients in making informed decisions. In addition, the *Trends®* data is used to produce custom financial reports for clients that enable them to benchmark hotel revenues, expenses, and profits.

Beginning in 2007, CBRE Research unveiled its powerful *Hotel Horizons®*, an economics-based hotel forecasting model that projects five years of supply, demand, occupancy, ADR, and RevPAR for the U.S. lodging industry. *Hotel Horizons®* reports are published on a quarterly basis for 59 markets and six national chain-scales.

With a long-standing tradition of tracking and forecasting the lodging industry, our Research Group has the technical capacity to conduct custom research, the analytical skills to interpret the data, and the access necessary to gather confidential performance information from the industry.

4 CBRE Hotels' Valuation and Advisory Services

- Asset Management and Management Company Selection
- Real Estate Appraisals and Business Valuation
- Market and Financial Feasibility Studies

- Litigation Support and Expert Testimony
- Acquisition Due Diligence
- Operational Studies
- Tourism and Recreational Studies
- Resort and Recreation Services
- Conference, Convention, and Public Assembly Facilities
- Financial Benchmarking
- Econometric Forecasting
- Custom Research
- Transaction (brokerage) Advisory Services
- Development Financing
- Property Tax Appeals

5 Local Market Knowledge

In addition to our long-standing expertise in the hotel industry, we would bring to you in this engagement substantial familiarity with the Northern California. Given the historical role of CBRE Hotels in the hospitality and real estate industries, and our knowledge of the local market, we are of the opinion that there is no firm that can provide the services available through us. More background and information on our Firm can be obtained from our web site at www.cbrehotels.com.

C Market Demand and Economic Analysis

1 Introductory Meeting

The first phase of our engagement will involve meeting with you and your associates for the purpose of understanding your goals and objectives for this project.

2 Site Analysis

Since the location of a hotel development within its market is of major importance to the success of a project, we will analyze and evaluate the following factors regarding the subject's location and possible advantages/disadvantages in comparison with potential competitors:

- Accessibility of the transportation network and demand generators
- Visibility from various access points

- Ambiance of the area as it might impact demand
- Relationship to demand sources and attractions
- Climate and seasonality which may impact demand

3 Area Review

We will gather and analyze relevant statistical data regarding the local and regional market area to determine whether the economic environment appears suitable for the project. We will examine possible correlation between key economic factors and the demand for hotel rooms and will use available forecasts of these indicators in our evaluation of potential future demand.

4 Primary Research

We will perform primary market research within the local market. This will include interviews with key demand generators, inspection and evaluation of competitive and comparable facilities and discussions with executives knowledgeable about the area's lodging market. Among those whom we may conduct such interviews are:

- Owners and managers of potentially competitive hotels
- Appropriate city and county officials
- Major employers in the market area
- Management of local tourist attractions
- Officials in tourism, development, and transportation
- Bankers, editors, and development-organization representatives
- Convention Bureau authorities
- Redevelopment Agency officials
- Local Real Estate professionals

5 Supply and Demand Estimates

On the basis of the foregoing analysis, we will estimate potential growth in both the demand for, and the supply of lodging facilities in the competitive market area. We will then evaluate each of the principal segments of demand and describe their characteristics in this particular market and their historical performance. Then we will estimate growth rates in demand for each of these market segments and project the anticipated future demand.

The next step is an estimate of the competitive supply, including historical growth trends and potential additions to the supply. We will evaluate the competitive potential of proposed or

rumored projects with respect to your development, and estimate expected performance of the competitive supply over the projection period for the subject property.

6 Facilities Recommendations

We will review plans you may have for the project and prepare recommendations for facilities that, in our opinion, will best meet demonstrated market demand, including:

- Concept and quality level of the property;
- Number, size and mix of hotel rooms;
- Appropriate franchise (“brand”) affiliations (if appropriate);
- Sizing of restaurant and banquet and meeting space (if appropriate); and,
- Related services and amenities to be provided, including parking, recreation and other facilities.

These recommendations can provide you with background for a design program and will serve as the basis for our estimate of operating results.

7 Market Share Estimates

As a starting point for our estimate of the proposed Hotel’s operating performance, we will relate the property’s size to the competitive supply, both existing and potential. This ratio, called fair share, is then related to projected competitive demand and adjusted to reflect the share of the market which we would reasonably expect the property to capture in its first five years of operation based on identifiable attributes demanded in the market such as: location, price, quality, and amenities. Based on this analysis, we will develop our projection of the potential occupancy and average room rate the proposed Hotel could achieve over its first five years of operation.

8 Projected Operating Results

Using our market research as a basis, we would develop a detailed cash flow forecast for the first ten years of operation of the proposed Hotel. This forecast would include all revenues and expenses and result in a “bottom line” of income before depreciation, amortization, interest, and taxes on income (“EBITDA”).

Since the estimated operating results will be based on estimates and assumptions, which are subject to uncertainty and variation, we will not represent them as results that will actually be achieved. The estimated operating results will be used to evaluate the overall feasibility of the project.

9 Analysis of Economic Feasibility

After we have developed the above cash flow forecast, we will then develop an analysis of the economic viability of the proposed Hotel. We will develop an estimate of the total development cost of the proposed project, as well as a recommended financing plan. We will then calculate the project's total return on invested capital as well as the return on an assumed equity investment. Should we determine that the return on investment does not meet current market requirements necessary to attract private investors, we will highlight the level of difference and discuss with you ways in which it may be mitigated via public incentives/subsidies.

10 Report

At the conclusion of our analysis we will prepare a detailed report which will summarize our conclusions and recommendations concerning the market and economic feasibility of the proposed Hotel. The report will include an overview of the potential sites, proposed improvements, local area, projected market and financial performance of the project (occupancy, ADR, and NOI) and an evaluation of the economic feasibility of the development. Though the exact format of the report will evolve as the engagement progresses, the following probable section headings provide an outline of the expected final report.

- Introduction (Project Concept and Study Methodology)
- Summary of Conclusions and Recommendations
- Area Economic/Demographic Review
- Site Location Evaluation
- Competitive Supply and Demand
- Recommended Facilities
- Market Position-Subject Property
- Statement of Estimated Annual Operating Results
- Economic Feasibility Analysis

The comprehensive report will first be issued in draft for the City of Ukiah to review. Based on review comments from representatives of the City of Ukiah, we will revise the report as necessary and prepared a final report for the City's internal use and for distribution in support of hotel development and financing purposes. This report would be suitable for presentation to potential hotel developers, debt and equity partners, negotiation of a lease, management or franchise agreement, as well as for presentation to representatives of local government agencies.

At the appropriate time, we will meet with representatives of the City of Ukiah to present our findings, conclusions, and recommendations.

E Staffing

Given the importance of this engagement, we will be utilizing a team of senior, seasoned individuals. While it is not yet possible to specify all the personnel included in our team, the project manager for this assignment will be Mr. Chris Kraus, MAI, Managing Director, in charge of our San Francisco, California office. Mr. Kraus has worked with CBRE Hotels (previously doing business as PKF Consulting USA) for the past 19 years and has worked closely with numerous public agencies. A copy of Mr. Kraus's qualifications is presented in Addendum B.

F Anticipated Delivery Date

Based on our present scheduling and your timely acceptance, we can commit to commence the engagement within approximately two to three weeks of receiving your authorization to proceed. Barring unforeseen circumstances, we envision completing our study within approximately four to five weeks.

G Professional Fees

Our fees are commensurate with services rendered and are based on time expended by our professionals, charged at our normal billing rates as indicated below, and are not in any way contingent upon the results of our work.

Our normal hourly billing rates at this time are as follows.

Executive and Senior Vice Presidents	\$450 - \$800
Vice Presidents	\$300 - \$425
Associates	\$200 - \$275
Consultants	\$150 - \$175

Based on our understanding of the scope of this assignment, we estimate our professional fee for the engagement to be \$25,000. This fee estimate assumes travel to Ukiah for our initial meeting as well as a second meeting to present our formal findings and conclusions.

As it is customary in assignments with public agencies, our professional fees will be billed to you at the end of the study. Payment of these invoices is due within 30 days of receipt. The final copies of the report will be released after the receipt of payments.

H Limitations of the Study

Our report will be subject to the attached Terms and Conditions.

I **Approval and Acceptance**

If this letter correctly states the nature of the work to be undertaken and the arrangements are satisfactory, please sign the enclosed copy of this letter and return it to us as our authorization to commence the assignment. We appreciate the opportunity to submit this proposal and we look forward to working with you on this very interesting assignment.

Yours sincerely,

CBRE Hotels



Chris Kraus
Managing Director
chris.kraus@cbre.com | 415.652.4483

Approved and Accepted:

By: _____

Title: _____

Date: _____

Addenda

Addendum A

Terms and Conditions

TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for consulting services (the "Agreement") between CBRE, Inc. (the "Consultant") and the client signing this Agreement, and for whom the consulting services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state where the consulting services office is located for the Consultant executing this Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the consulting services fee and preparation of a consulting report (the "Consulting Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Consulting Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site), with a minimum charge of **\$500**. Additional copies of the Consulting Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Consultant is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Consulting Report, the Consultant's expertise, or the Property, Client shall pay Consultant's additional costs and expenses, including but not limited to Consultant's attorneys' fees, and additional time incurred by Consultant based on Consultant's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Consulting Report), meeting participation, and Consultant's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional consulting services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.
4. Consultant shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 30 days written notice.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the state where the office is located for the Consultant executing the Agreement. In the event either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses. Each party waives the right to a trial by jury in any action arising under this Agreement.
6. Consultant assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Consultant to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Consulting Services fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. In the event of any dispute between Client and Consultant relating to this Agreement, or Consultant's or Client's performance hereunder, Consultant and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of the Consultant executing this Agreement is located. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses from the losing party, including costs of the arbitration proceeding, and reasonable attorney's fees. Client acknowledges that Consultant is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and Consultant. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Consulting Report discussed herein.

8. All statements of fact in the report which are used as the basis of the Consultant's analyses, opinions, and conclusions will be true and correct to Consultant's actual knowledge and belief. Consultant does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Consultant by Client or others. The conclusions and any permitted reliance on and use of the Consulting Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.
9. Consultant shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Consultant with such materials with respect to the assignment as are requested by Consultant and in the possession or under the control of Client. Client shall provide Consultant with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
11. The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Consultant. With respect to data provided by Client, Consultant shall not violate the confidential nature of the Consultant-Client relationship by improperly disclosing any proprietary information furnished to Consultant. Notwithstanding the foregoing, Consultant is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Consultant to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. Unless specifically noted, in preparing the Consulting Report the Consultant will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Consulting fee.
13. In the event Client intends to use the Consulting Report in connection with a tax matter, Client acknowledges that Consultant provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Consulting Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Consulting Report. Client agrees that Consultant shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Consultant relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Consultant shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Consulting Report to any third party.
15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO CONSULTANT UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT APPLY IN THE EVENT OF A FINAL FINDING BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.
16. Client shall not disseminate, distribute, make available or otherwise provide any Consulting Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Consulting Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by Consultant as an "Intended User" of the Consulting Report provided that either Consultant has received an acceptable release from such third party with respect to such

Consulting Report or Client provides acceptable indemnity protections to Consultant against any claims resulting from the distribution of the Consulting Report to such third party, (ii) any third party service provider (including rating agencies and Client's auditors) using the Consulting Report in the course of providing services for the sole benefit of Client, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event Consultant consents, in writing, to Client incorporating or referencing the Consulting Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Consultant with complete copies of such materials and Consultant has approved all such materials in writing. Client shall not modify any such materials once approved by Consultant. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Consulting Report by such party extend any right to the party to use and rely on such report, and Consultant shall have no liability for such unauthorized use and reliance on any Consulting Report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Consultant, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Consultant and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Consulting Report.

17. In the event Client incorporates or references the Consulting Report, in whole or in part, in any offering or other material intended for review by other parties, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the consulting report or the engagement of or performance of services by any Indemnified Party hereunder, (ii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iii) an actual or alleged violation of applicable law by Client (including, without limitation, securities laws) or the negligent or intentional acts or omissions of Client (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of Consultant (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.
18. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with paragraphs 16 and 17 above, Consultant and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Consulting Report, (b) any services or consulting reports under this Agreement or (c) any acts or conduct relating to such services or consulting reports, shall be filed within two (2) years from the date of delivery to Client of the Consulting Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

Addendum B
Qualifications of Chris Kraus

CBRE HOTELS

The World's Leading Hotel Experts.



Chris Kraus, MAI

Managing Director

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101 California Street, 44th Floor
San Francisco, CA 94111

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PROFESSIONAL EXPERIENCE

Chris Kraus, MAI, is a Managing Director of CBRE Hotels and PKF Consulting USA, a subsidiary of the CBRE Group, Inc. (NYSE:CBG). He heads the San Francisco, California and Bozeman, Montana offices. With more than 25 years of professional experience in the hospitality industry, he offers expertise in strategic asset advisory assignments, acquisition and disposition due diligence, market and economic feasibility studies, complex asset and business valuation assignments, litigation support, and development and operational planning. His consulting engagements cover all asset types including hotels, resorts, golf courses, ski resorts, conference centers, condominium hotels and the shared-ownership industry.

Clients include public REITS, private equity firms, all major sources of debt financing, all major hotel companies, and numerous municipalities and public agencies. He has assisted clients on assignments throughout the U.S. including Hawaii and Alaska, as well as in Mexico and Bermuda.

Mr. Kraus holds a Bachelor's of Science degree from Cornell University's School of Hotel Administration and received his MAI Designation from the Appraisal Institute in 2008. He maintains Certified General Real Estate Appraiser's Licenses in California, Hawaii, Montana, Oregon, Washington, and Wyoming.

Prior to joining PKFC, Mr. Kraus spent five years as a General Manager for Winegardner and Hammons, Inc., a leading hotel management company based in Cincinnati, Ohio. He is a frequent guest lecturer at university-level hotel school programs and related industry events and his insights regarding lodging trends are often quoted in industry publications. Mr. Kraus is a frequent speaker at industry conferences and is regularly quoted in industry publications and in the general press.

PROFESSIONAL AFFILIATIONS / ACCREDITATIONS

Appraisal Institute

- Designated Member (MAI)
- Member, Board of Directors, Montana Chapter of the Appraisal Institute

Certified Real Estate Appraiser

- State of California, No. AG029222
- State of Hawaii, No. 1077
- State of Montana, No 672
- State of Oregon, No. C000840
- State of Washington, No. 1101672
- State of Wyoming, No. 597

EDUCATION

- Cornell University, Bachelor of Science - School of Hotel Administration
- Appraisal Institute, Completed All Courses Required for Designated Members

Chris Kraus, MAI

(Continued)

AREAS OF EXPERTISE

- Economic, financial, operational, management and valuation consulting for the real estate, hospitality and related service industries

SIGNIFICANT ASSIGNMENTS

- Served as advisor to a Special Committee of the Board of Directors of Hilton Worldwide in developing a Fairness Opinion of Value related to the acquisition of five assets totaling \$1.8 billion in a 1031 Like-King Exchange related to proceeds associated with sale of the Waldorf Astoria New York.
- Assisted the Managing Board of Kimpton Group Holding, LLC, the parent to the Kimpton Hotel + Restaurant Group, on the Management Valuation associated with the \$430.0 million sale of the company to InterContinental Hotel Group, PLC.
- Advised several public real estate investment trusts (REITs), including Pebblebrook Hotel Trust and LaSalle Hotel Properties on their acquisition of hotels throughout the United States.
- Worked directly with CrossHarbor Capital Partners, LLC on the valuation of the Yellowstone Club, an ultra-exclusive, 13,600-acre master-planned residential, ski, and golf community in Big Sky Montana. Advised CrossHarbor on several other master-planned private developments in Big Sky, including the Spanish Peaks Club and Moonlight Basin Resort.
- Worked through counsel to assist the Queen Lili'uokalani Trust in the renegotiation of the ground lease underlying the Pacific Beach Hotel located on Waikiki Beach in Honolulu, Hawaii. The analysis and conclusions resulted in the successful renegotiation of the ground lease, including additional rent and an upfront payment of \$12.0 million.
- Served as advisor to the Denver International Airport and developed a market demand analysis and prepared a statement of operating results related to a proposed 519-room in-terminal Westin hotel located at DIA. Financing for the hotel was provided via Airport Systems Revenue Bond (hotel open November 2015).
- Developed a forecast of lodging tax revenues for the Washington State Convention Center that will be available to fund the expansion of the Washington State Convention Center in downtown Seattle, Washington.
- Provided twice-annual valuations for the Government Investment Corporation (GIC) of Singapore on the Grand Wailea Resort, Arizona Biltmore, and La Quinta Resort & Spa with total asset values of approximately \$1.5 billion.
- Valued literally hundreds of hotels and resorts located through the United States, Bermuda, and Hawaii, including multiple hotel portfolios ranging between 10 and 50 assets.
- Completed literally hundreds of market and economic feasibility studies for hotels across all chain scales and located throughout the United States, Hawaii, and Mexico.

REPRESENTATIVE CLIENTS

- National Lending Institutions (Wells Fargo, HSBC Bank USA, GE Capital Real Estate)
- Regional Lending Institutions (Preferred Bank, F&M Bank, Stockman Bank, United Overseas Bank)
- Life Insurance Companies/Pension Funds (American National Life Insurance, Union Labor Life Insurance, Dallas Police & Fire Pension Fund)
- Public Real Estate Investment Trusts (Ashford Hospitality Trust, Pebblebrook Hotel Trust, LaSalle Hotel Properties)
- All Major Hotel Companies (Marriott International, Inc. Hilton Worldwide, InterContinental Hotels Group, PLC, Hyatt Hotels Corporation)
- Various Municipalities and other Public Entities (City of San Francisco, City of Seattle, City of Sacramento, City of Bellevue)
- Major International Airports (Denver International Airport, San Francisco International Airport, Miami-Dade International Airport)
- Law Firms and Legal Counsel (Ashford & Wriston)
- Hotel Management Companies (Kimpton Hotel + Restaurant Group, Benchmark Hospitality, Aimbridge Hospitality, The Hotel Group)
- Private Sector Developers, Owners, & Investors
- Various Convention Centers, Golf Resorts, Ski Resorts, & Destination Spas and Wellness Centers

Addendum C

References

References

To give you an indication of our experience working with public agencies, the following paragraphs indicate a sample of recent experience working with government entities. In general, we have chosen to focus on representative selection of other city municipalities to demonstrate our ability to work successfully with organizations such as the City of Ukiah.

City of Vacaville / Visit Vacaville – Vacaville, CA

We conducted an analysis of the existing inventory of lodging facilities as well as historical lodging supply and demand trends to determine the capacity for the Vacaville lodging market to support new hotel development.

Contact: Mr. Don Burruss
Interim Economic Development Manager
City of Vacaville
650 Merchant Street, Vacaville, CA 95688
(707) 449-5165

The Presidio Trust – San Francisco, CA

We conducted an assessment of the existing lodging market and provided a recommendation for the future growth in hotel rooms and conference facilities within the Presidio.

Contact: Mr. Josh Bagley
The Presidio Trust
P.O. Box 29052, 103 Montgomery Street, San Francisco, CA 94129
(415) 561-5322

City of Seaside – Seaside, CA

We served as an advisor to the City of Seaside in evaluating the disposition of a development site that would ultimately be developed into a mixed-use resort hotel and residential project.

Contact: Mr. Craig Malin
City Manager
City of Seaside
440 Harcourt Avenue, Seaside, CA 93955
(831) 402-0293

City of Burien – Burien, WA

We conducted an analysis of the existing inventory of lodging facilities as well as historical lodging supply and demand trends to determine the capacity for the Burien lodging market to support new hotel development.

Contact: Mr. Chris Craig
Economic Development Specialist
City of Burien
400 SW 152nd Street, Suite 300, Burien, WA 98166
(206) 436-5579

Downtown Billings Partnership - Billings, MT

We conducted an analysis of the existing inventory of lodging facilities as well as historical lodging supply and demand trends to determine the capacity for the downtown Billings market to support additional new hotel development.

Contact: Mr. Greg A. Krueger
Development Director
Downtown Billings Partnership, Inc.
2815 2nd Avenue North, Billings, Montana 59101
(406) 294-5060.

Washington State Convention Center, Seattle, Washington

We have assisted the Washington State Convention Center over the last five years with a projection of Lodging Tax Revenue that would be utilized to fund the potential expansion of the convention center.

Contact: Mr. Chip Firth
Chief Financial Officer
800 Convention Place, Seattle, WA 98101
(206) 694 – 5022

City of Bellevue, Washington

For each year since 1999, we have developed for the City of Bellevue a forecast of the City's transient occupancy tax for a 25 year period. This forecast is used to monitor bonds which were used to fund the construction of the City's convention Center and were collateralized by TOT revenue.

Contact: Ms. Carla Beauclair
City of Bellevue
P.O. Box 90012, Bellevue, WA 98009
(425) 452-767

City of Lynnwood, Washington

We performed a study of the market and economic feasibility for a proposed convention center to be located in Lynnwood, Washington.

Contact: Mr. Vic Ericson
Economic Development Manager
19000 44th Avenue West, Lynnwood, WA
(425) 670-6651

City and County of Denver, CO (Denver International Airport Authority)

Between 2010 and 2013, we provided the Denver International Airport ("DIA") with a study of the market feasibility of a proposed 500 room hotel to be developed as an in-terminal hotel at DIA. The hotel is currently under construction.

Contact: Mr. Keith Downham
Director of Financial Planning & Analysis
8500 Pena Avenue, Denver, CO 80249
(303) 342 -2424

Redevelopment Agency of Provo, Utah

We assisted the Redevelopment Agency of the City of Provo evaluate the market and economic viability of a select-service hotel to be located on multiple sites proximate to the new Utah Valley Convention Center.

Contact: Mr. Paul Glauser
Redevelopment Agency of Provo City Corporation
351 West Center Street, Room 220, Provo, UT 84601
(801)-852-6167

In addition, over the last several years, we have worked with a number of other municipalities as summarized in the table below.

PKF Consulting USA Partial Listing of Municipal Clients
City and County of San Francisco, CA
City of Sacramento, CA
City of West Sacramento, CA
City of Hayward, CA
City of Porterville, CA
City of Vacaville, CA
City of East Palo Alto, CA
City of Berkeley, CA
City of San Bruno, CA
City of San Jose, CA
City of Millbrae, CA
City of South San Francisco, CA
City of Healdsburg, CA
City of Seaside, CA
City of Monterey, CA
City of Santa Cruz, CA
City of Springfield, OR

At your request, we would be happy to make additional references available for the aforementioned municipal clients



ITEM NO.: 12d

MEETING DATE: August 3, 2016

AGENDA SUMMARY REPORT

SUBJECT: CONTINUED DISCUSSION OF THE DEVELOPMENT OF WATER CONSERVATION METHODS FOR THE TODD GROVE RECREATION AREA, INCLUDING THE UKIAH GOLF COURSE, AND REQUEST FOR COUNCIL TO CONSIDER APPROVAL OF UP TO \$72,000 FOR DEVELOPMENT OF WATER EFFICIENT IRRIGATION SYSTEM PLANS FOR THE AREA

Summary: Staff is requesting consideration of approval of funding for development of water efficient irrigation system plans for the Todd Grove Recreation Area, including the Ukiah Golf Course.

Background: In response to the recent drought and the long term goal of conserving water, the City has been exploring alternative water sources for the Todd Grove Recreation Area. Originally it was hoped that groundwater resources could be developed in the vicinity of the Todd Grove Recreation Area that would allow these facilities to be well-maintained while simultaneously eliminating demand on the potable water system. Recent geotechnical studies have determined that groundwater resources in the vicinity are likely inadequate for achieving this goal. As a result, staff has been looking at modernizing the irrigation systems in the Todd Grove Recreation Area as an alternative approach to accomplishing these same goals. The agenda summary report for the original project is attached for reference (Attachment #1) along with the updated agenda summary report provided at the July 20, 2016 Council Meeting (Attachment #2).

Discussion: With the current irrigation system it takes large volumes of potable water (in excess of one (1) Million Gallons per Day (MGD) during peak periods) to maintain the Todd Grove Recreation Area in good condition. While this is not desirable use of potable water, this type of concentrated demand is ideal for the "disposal" of recycled water. Until recycled water becomes available, areas with this type of concentrated demand are also "low-hanging fruit" for achieving long-term conservation. A modern, programmable irrigation system can conserve significant amounts of water while better maintaining the Todd Grove Recreation Area. The same system can then transition into a "disposal mode" and apply large amounts of recycled water when it becomes available.

The City Attorney has looked at the legality of using water enterprise fund revenues to pay for capital improvements to the irrigation system serving City owned and operated recreational facilities. Proposition 218 (Cal. Const., Article 13 D §6) provides two related requirements for "property-related fees," such as

Continued to Page 2

RECOMMENDED ACTION(S): Approve up to \$72,000 for the development of water efficient system plans for the Todd Grove Recreation Area.

ALTERNATIVES: Remand to staff with direction.

Citizens advised: N/A
Requested by: N/A
Prepared by: Maya Simerson, Program Administrator; Sean White, Water/Sewer Utilities Director; and David J. Rapport, City Attorney
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Sean White, Water/Sewer Utilities Director
Attachments: 1. March 4, 2015 – Agenda Item 13c – Status Report of 2014 Capital Improvement Plan and Approval of 2015 Capital Improvement Plan
2. July 20, 2016 – Agenda Item 7h – Update on Groundwater Resource Evaluation

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

fees charged for water service in the City: (1) Revenues derived from the fee or charge shall not exceed the funds required to provide the property related service. (2) Revenues derived from the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed. If reducing water use at the golf course and in Todd Grove Park makes additional water available for other consumers, then it would appear that using revenues derived from water fees for that purpose is primarily a budgeting decision by the City Council.

The City Council could decide that additional water supply is not needed or could be achieved by other means, or it could decide that making these improvements is a cost-effective means of increasing water supply. Since the expenditure also represents capital improvements to the irrigation system serving the Todd Grove Recreation Area, the City Council could also determine that the expenditure should be made from the general fund rather than the water enterprise. However, in the City Attorney's opinion, using revenues from the water enterprise fund could be justified as a legitimate expense benefiting the water utility and its ratepayers. The City Attorney has not found any reported court decisions directly addressing an expenditure like this one that arguably benefits both the water utility and City-owned recreation facilities.

Staff recommends that, given the benefits to the municipal water system, Council approve the use of up to \$72,000 for this project utilizing the remaining water capital allocation unspent from the original project work plan. If approved, staff will work to obtain irrigation design plans and all necessary documents prior to the second round of recycled water grant requests in the fall of 2016.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$72,000	Water Capital Fund	82224413.80230	Yes ☐ No ☒	N/A



ITEM NO.: 13c
 MEETING DATE: March 4, 2015

AGENDA SUMMARY REPORT

SUBJECT: RECEIVE STATUS REPORT ON THE 2014 CAPITAL IMPROVEMENT PLAN AND APPROVE THE 2015 CAPITAL IMPROVEMENT PLAN FOR THE UKIAH MUNICIPAL GOLF COURSE OPERATED BY TAYMAN PARK GOLF GROUP, INC; AND CONSIDERATION OF THE LACO ASSOCIATE'S PROPOSAL TO EVALUATE GROUNDWATER RESOURCES IN THE VICINITY OF THE COURSE.

Summary: The Lease Agreement for Tayman Park Golf Group, Inc to operate the Ukiah Municipal Golf Course outlines a plan for conducting capital improvements. Staff is reporting to the City Council on the capital improvements per the terms of the Lease Agreement. In addition, staff is requesting consideration of a proposal for water resources evaluation in the vicinity of the Golf Course from LACO Associates.

Background: The Tayman Park Golf Group, Inc. is required to submit an annual Capital Improvement Plan that provides an overview of items the operator will implement in the upcoming year for the long term success of the Ukiah Valley Golf Course. Annual funding for the Plan is provided by the Tayman Park Golf Group and the Ukiah Men's Golf Club through corresponding lease agreements with each partner. The contribution to the Capital Improvement Fund is \$40,000 annually from Tayman Park Golf Group and approximately \$20,000 annually from the Men's Golf Club depending upon earnings from the cart-barn. The Capital Improvement Project Fund is independently maintained at the Savings Bank of Mendocino County.

Recommended Action(s): 1. Receive status report and approve the 2015 Capital Improvement Plan for the Ukiah Municipal Golf Course operated and implemented by Tayman Park Golf Group, Inc.
 2. Consider and approve, if appropriate, the Water Resources Evaluation Proposal from LACO and Associates in the amount of \$102,500*

Alternative Council Option(s): Remand to staff with direction.

Citizens advised: Ukiah Men's Golf Club
 Requested by: Tayman Park Golf Group, Inc.
 Prepared by: Maya Simerson, Program Analyst & Sage Sangiacomo, Assistant City Manager
 Coordinated with: Jane Chambers, City Manager and Tim Eriksen, Director of Public Works
 Attachments: 1. 2014 Capital Improvement Plan
 2. 2014 Capital Improvement Summary
 3. 2015 Capital Improvement Plan
 4. LACO Water Resource Evaluation Proposal

Approved: 
 Jane Chambers, City Manager

The lease agreements outline a coordinating protocol for prioritizing and funding capital improvements. The protocol calls for an Advisory Team with three representatives, one from the Men's Golf Club, one from the Golf Professionals and one from the City of Ukiah to review a plan for annual course improvements prepared by the Tayman Park Golf Group. The final plan must be approved by the Ukiah City Council as a means to ensure continued transparency and public review of the operation of the community asset.

Discussion of the Tayman Park Group Capital Improvement Program: As outlined in the 2014 Capital Improvement Summary Report (Attachment #1), the Program continues to be extremely successful. Through a coordinated funding and management effort, the Men's Golf Club and Tayman Park Golf Group have been able to implement a number of improvements that will improve operations and play. The resurfacing of fairways and collars, in addition to the reconstruction of two tees, has dramatically improved quality of play. Additional improvements are detailed in the report. In total, \$63,796 in improvements were completed last year with costs detailed in the 2014 Capital Budget Summary (Attachment #2). In addition, the Ukiah Men's Golf Club leveraged volunteer hours and in-kind services/materials to maximize project efforts with the Tayman Park Golf Group.

The golfing community and the Capital Improvement partners are pleased with the results and progress made this year and are encouraged by what can be accomplished moving forward.

The Tayman Park Golf Group has completed the 2015 Capital Improvement Plan (Attachment #3). The 2015 Capital Improvement Summary are listed in order of priority and will be completed contingent on available funds and support from the City related to the exploration of water resources. The Advisory Team has reviewed and unanimously supports the projects. As detailed in the report, the projects for the upcoming year include the following:

- Develop water source: \$75,000
- Tee Reconstruction: \$10,000
- Fairways & Collar Resurface: \$13,000
- Replace Existing Turf Heads, Valves, Swing Joints, Nozzles and Controllers: \$18,000
- Trench for new electric wires: \$5,000
- Pro Shop and Todd Grove Room A/C Units. Patio and License upgrade: \$29,000
- Cart Path Repairs: \$10,000

The Tayman Park Golf Pro and their staff have researched the priority projects and assigned an estimated cost to each improvement. They will also incorporated volunteer services in the planning when applicable. With the exception to the water resource evaluation, the approved capital improvements will be paid for by Tayman Park Golf Group, Inc. and Ukiah Men's Golf Club.

Discussion of the Water Resources Evaluation:

During the Advisory Team's evaluation of the 2015 Golf CIP, it was recognized the supply and cost of water must be addressed for the long term sustainability of maintaining an affordable and quality municipal golf course. Initially, the Tayman Park Golf Group recommended the continued evaluation and potential development of an old brick-cased cistern on the back nine. However, in consultation with the Public Works Department, a number of potential benefits for the municipal water system were identified related to the evaluation of water resources in the vicinity of the Course, Todd Grove Park and Anton Stadium. In further discussions with GHD, the City's current water well consultant, staff confirmed the following benefits of water resources evaluation project for the municipal water system in this vicinity including:

- The lithological and geological data from the western portion of the Valley will provide additional insight for evaluating and characterizing the aquifer. Extensive data is available for the central portion of the Valley, but very little lithological information is available for the western portion of the Valley.

- The addition of wells will provide a regular source of data for monitoring the aquifer in this region. Emerging regulations are requiring more stringent and regular monitoring of municipal aquifers. Additional monitoring wells are already planned with the development of future municipal wells and other data points throughout the Valley will likely be required.
- An alternate source of water for irrigation would increase the amount, or conserve the amount of treated, potable water available for public use in the municipal supply system. Alternatively, exploration may discover a sufficient supply directly suitable for the municipal system in addition to irrigation purposes.

Based upon these identified benefits, the City reached out to LACO Associates whom had previously provide some analysis in this vicinity and was working with the Tayman Golf Group on the cistern. LACO in consultation with GHD developed the attached proposal (Attachment #4) to derive the benefits listed above from a water resources evaluation project in this area. The scope of services is broken out into following task categories:

Task 1: Planning and Permitting (estimated cost \$7,500)

Task 2: Surface Exploration and installation of 3 test/monitoring wells (estimated cost \$45,000)

Task 3: Production Well Installation (estimated cost \$30,000)

Task 4: Aquifer Characterization (estimated cost \$10,000)

Task 5: Evaluation and Report (estimated cost \$10,000)

The combined estimated cost for all tasks is \$102,500. Given the benefits to the municipal system and available resources, staff recommends the project be expensed from the Water Capital Fund. Task 3 - the development of a well would only be completed if a suitable irrigation or municipal supply of water was discovered. Additional budget modifications may need to be considered upon formal bid responses from drillers. If approved, LACO will work with GHD in the solicitation of drillers for this project and the municipal well development project contracted with GHD.

Fiscal Impact:

☒ Budgeted FY 14/15 ☐ New Appropriation ☐ Not Applicable ☐ Budget Amendment Required

<u>Amount Available</u>	<u>Source of Funds (title and #)</u>	<u>Account Number</u>	<u>Addit. Appropriation Requested</u>
\$522,433	Water Capital Fund	82224413.80230	\$102,500*

*plus 10% change order contingency (if necessary) as delegated per Policy Resolution 13 and 2011-49;
Task 3: The development of a well would only be completed if a suitable irrigation or municipal supply of water was discovered.

Ukiah Valley Golf Course

Capital Improvement Summary 2014

Prepared by: Frank Johnson, PGA Director of Golf

July 30, 2014

2014 Summary

2014 Summary

The golf course is for the use and enjoyment of the public and all its patrons. In order that the public can be given the best possible golfing experience, the golf course operations and maintenance practices must be run as a business with all areas open to scrutiny. The most important fact is that "players are our lifeblood who provide the funds for us to operate and maintain the golf course." Our number one goal must be to keep our current and future patrons coming back. All planning and decisions must be therefore analyzed for the short term and long term effect they will have to ensure the playing satisfaction of our current customer and our customer years from now.

Here is a summary of our capital improvement successes for 2014:

VFD Pump Station

Using our Irrigation Consultants Report installing the VFD Pump Station has immediately adding years to the existing irrigation system. Without this station, each year passed is a year closer to its end. The new VFD Pump has reduced wear on our system and reduced energy use by 20%.

Tee Reconstruction

All of our current tee's in use have flaws. We have enough space to keep them fresh throughout the playing months but not all of the area is useable space. Each year we plan on using our capital funds to remove the current sod, flatten the entire teeing area and create more useable space. This creates less work for staff and our tees will look great throughout the season. Four tee areas have been upgraded.

Fairway & Collar Resurface

We finished our second of a five year resurfacing project to better establish consistent turf and improved playing surface. This is the first step to market our wonderful golf course and to show all players that the Ukiah Valley Golf Course is a viable recreation area worthy of their spending dollars. It's not enough in this difficult environment to just have a course, you must show the willingness to spend money and improve your product. Our fairways and collars in just the first 2 years have improved greatly.

Replace Existing Turf Heads, Valves, Swing Joints, Nozzle Assembly and Controllers.

Replacing worn out parts of this irrigation system is our most difficult task. All turf heads, valves and swing joints should have been replaced years ago. Because of the tireless efforts of staff, over roughly 250 turf heads, 100 swing joints and 20 electric valves have been replaced. Improved water distribution, breakdowns and water waste continue to improve. If not for the new agreement and additional spending, the community recreation area would continue to deteriorate.

2014 Summary

As a whole we will continue to look not only at immediate goals but we must not forget our long term goals. Operationally, it will my responsibility to drive revenue and balance the budget. We must continue to change when change is needed and to establish good working relationships with both the Men's and Women's Golf Clubs. As stated in our mission statement, the course will provide opportunities to serve as a recreation area and to provide a positive image to the citizens of the Ukiah Valley.

Thank you for allowing me to serve you.

Frank Johnson

Director of Golf

2014 Capital Improvement Summary



Ukiah Valley Golf Course

2013/2014 Capital Budget Summary

Project Summary

VFD PUMP STATION

1. Turf Pro. Invoice #129297 \$27,233.13

Total Cost \$27,233.13

Tee Reconstruction

Hole #5 & #16

1. Tractor Rental. AAction Rents. Chase CC 4/30/14 & Chase CC 3/31/14 \$1,442.00
2. Complete sodding of both tee's. Park Avenue Turf Inc. Invoice #0456317 \$3,583.13

Total Cost \$5,025.13

Resurface of Fairways & Collars

1. Seed and fertilizer purchase. LeBallisters. Invoice #46750. \$750.17
2. Seed purchase. Wilbur Ellis. 7 Total Invoice \$4,509.54
3. Spoon Tines. R & R Products. 1727476 \$531.49
4. Tractor Rental. Aaction Rents. Invoice #061913. \$743.60
5. DenBeste. 290378 \$170.93
6. Top Soil. Solid Wastes Systems. 267148 \$1,250.00

Total Cost \$7,892.73

Replace Sprinklers: New heads, Valves, Swing Joints & spacing of Sprinkler Heads.

1. Toro Turf Spklr. Turf Star Invoice #6846638 \$4842.12
2. Toro Turf Spklr. Turf Star Invoice #6852967 \$430.29
3. Wyatt Irrigation. 17 Total Invoice \$5,629.07
4. Pace Supply. Invoice #22337233 \$496.17

Total Cost \$11,397.65

Cart Path Repair

1. Friedman's. Home Depot. Granite. 7 Invoices. \$967.30

Total Cost \$967.30

Pro Shop & Todd Grove Room A/C Units

1. Intercounty Mechanical & Electrical. Todd Grove Room \$3,780.00
2. Intercounty Mechanical & Electrical. Pro Shop.\$7,500.00

Total Cost \$11,280.00

Total CIP Funds Spent \$63,795.94

Ukiah Valley Golf Course

Capital Improvement Projects 2014/2015

Prepared by: Frank Johnson, PGA Director of Golf

July 30, 2014

2014/2015

2014/2015 Capital Improvements

The golf course is for the use and enjoyment of the public and all its patrons. In order that the public can be given the best possible golfing experience, the golf course operations and maintenance must be run as a business with all areas open to constructive feedback. The most important fact is that "players are are our lifeblood who provide the funds for us to operate and maintain this golf course." Our number one goal must be to keep our current and future patrons coming back. All planning and decisions must be analyzed for their short and long term effect. Without capital spending, repair costs will continue to rise and revenues will continue to fall.

Here is a list of our capital imporvement needs for 2014/2015:

Develope Water Source

Cost and access are issues that need to be addressed. Additional water for the course away from the City's potable water supply is a must.

Full development will consist of the following:

Review of existing data in files and conduct test for well on site.
Once drill test is complete, 24-hour pumping test to support findings.
Develope well. (Pumps, electrical, casing and piping to storage site).

If successful, additonal infrastructure will be needed in future years.

Tee Reconstruction.

Most of our current tee's in use have flaws. We have enough space to keep them fresh throughout the playing months but not all of the area is useable space. Each year we plan on using our capital funds to remove the current sod, flatten the entire teeing area and create more useable space. This creates less work for staff and our tees will look great throughout the season. The past 2 years we have seen better turf and improved area to play from. 2 tees are scheduled for reconstruction this year.

Fairway, Green Bank and Collar Resurface

Continue our fairway, green bank and collar resurfacing project. Year 3 will continue the improvements started 2 years ago with sand and compost added to improve soil makeup. The continued fairway, green bank and collar resurfacing will show all players that the Ukiah Valley Golf Course is a viable recreation area worthy of their spending dollars. It's not enough in this difficult environment to just have a course, you must show the willingness to spend money and improve your product. Our fairways, green bank and collars continue to improve the appearance and playability of our course.

Replace Existing Turf Heads, Valves, Swing Joints, Nozzles and Irrigation Controllers.

We have replaced 280 old worn out turf irrigation heads, valves, swing joints and nozzle assembly units to date. Replacing worn out parts of this irrigation system continues to improve system. Parts of this system should have been replaced years ago. Because of the tireless efforts of staff, we have seen such an improvement in our irrigation system. Conditions on the course also continue to improve. Additional investment in this area will only be positive. Improved revenue and water savings are now real. It is because of this investment that improvement in our product can be seen. We should finish replacing most turf irrigation heads this year.

Trench for new electric wires.

Over the years, control wires have been lost due to a number of factors. Currently we double up valves that run on one control wire. Each valve must be separate. If multiple valves run on one wire, problems with pressure in high elevation areas occur. By trenching new wire to each valve, improved coverage and better water distribution will result in less water use.

Pro Shop and Todd Grove Room A/C Units and energy efficient lighting. Patio and ABC License upgrade.

Install 3 new A/C Units. The existing A/C Units in the pro shop are far past their useful life. New units will result in energy savings of up to 30%. Patio and ABC License upgrade will improve food and beverage service.

Cart Path Replacement.

Our current cart paths are causing damage to our current rental fleet and all private cart owners. Every year areas of the cart paths need to be repaired.

2014/2015 Capital Improvement Summary and Estimates

Items are listed in order of priority and will be completed contingent on available funds.

Develope water source:	\$75,000
Tee Reconstruction:	\$10,000
Fairways & Collar Resurface:	\$13,000
Replace Existing Turf Heads, Valves, Swing Joints, Nozzles and Controlers:	\$18,000
Trench for new electric wires:	\$5,000
Pro Shop and Todd Grove Room A/C Units. Patio and License upgrade.	\$29,000
Cart Path Repairs:	\$10,000

2014/2015 Summary

As a whole, we will continue to look not only at immediate goals but not forget our long term goals. Operationally, it will my responsibility to drive revenue and balance the budget at the course. We must continue to change when change is needed and to establish good working relationships with both the Men's and Women's Golf Clubs. As stated in our mission statement, the course will provide opportunities to serve as a recreation area and to provide a positive image to the citizens of the Ukiah Valley.

Thank you for allowing me to serve you.

Frank Johnson

Director of Golf



January 20, 2015

City of Ukiah
599 Park Boulevard
Ukiah, CA 95482

Attention: Frank Johnson

Subject: Water Resources Evaluation Proposal
Ukiah Municipal Golf Course

Dear Mr. Johnson:

LACO Associates (LACO) appreciates your request and the opportunity to be of service to the City of Ukiah (City). In accordance with your request, LACO Associates (LACO) is pleased to submit a Scope/Fee Proposal to evaluate groundwater resources near Todd Grove Park in Ukiah, CA. We understand that the City has selected three general areas around the Park for subsurface exploration and that developed groundwater wells could be used to supplement irrigation of City property including the Golf Course. Our proposed scope of services has four tasks: 1) Planning and Permitting; 2) Surface Exploration; 3) Aquifer Characterization; 4) Evaluation and Report.

SCOPE OF SERVICES

The purpose of our proposed scope of work is to evaluate the potential for developing (a) groundwater well(s) for irrigation of nearby City properties. Services are limited to the following tasks and will be performed under the responsible charge of a California Certified Hydrogeologist.

Task 1: Planning and Permitting (Estimated cost \$5,000)

During the planning and permitting phase, LACO will develop an exploration and testing plan for three wells, up to 150-feet deep, mark the site for utility clearance, request bids, select a driller, and secure well/encroachment permits.

Task 2: Surface Exploration (Estimated cost \$40,000)

During this phase, LACO will oversee drilling of up to 6-inch diameter (borehole) test wells, log soils, oversee test well construction, and survey well locations.

Task 3: Aquifer Characterization (Estimated cost \$10,000)

During this phase, LACO will perform field and lab tests which may include formation texture analysis, slug tests, water quality analysis, and a short duration drawdown test.

Task 4: Evaluation and Report (Estimated cost \$7,500)

During this phase, LACO will evaluate the results of the Surface Exploration and Aquifer Characterization phases and develop a technical memorandum to guide the potential development of the groundwater resource.

SPECIAL CONDITIONS, ASSUMPTIONS, AND EXCLUSIONS

- Tasks not specifically identified above are not included in this scope of services.

21 W. 4th Street, Eureka, California 95501 707 443-5054 Fax 707 443-0553
311 S. Main Street, Ukiah, California 95482 707 462-0222 Fax 707 462-0223
3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 525-1222

Toll Free 800 515-5054 www.lacoassociates.com

- The City will provide drill rig access to the proposed well locations and secure the locations from public access.
- Prevailing wage rates have been assumed for select field personnel.
- The City will provide disposal/containers for produced water and formation cuttings.

ESTIMATED COST \$62,250

Our proposed cost should be considered an estimate. Once we have received formal bid responses from drillers, we will request a budget modification, if needed.

SCHEDULE

We will begin work planning within 2 days of receiving your written notice to proceed and expect to have drilling scheduled within 90 days.

Please feel free to contact us at (707) 462-0222 if you have any questions or concerns.

Sincerely,
LACO Associates

A handwritten signature in blue ink, appearing to read "Christopher Watt", with a stylized flourish at the end.

Christopher J. Watt, CEG, CHG
President and CEO

CJW:jrb



ITEM NO.: 7h

MEETING DATE: 7/20/2016

AGENDA SUMMARY REPORT

SUBJECT: UPDATE ON THE GROUNDWATER RESOURCE EVALUATION IN THE VICINITY OF THE UKIAH GOLF COURSE AND REQUEST FOR COUNCIL TO CONSIDER APPROVAL OF THE DESIGN OF A WATER-EFFICIENT IRRIGATION SYSTEM FOR THE AREA

Summary: Staff is requesting consideration of reallocation of the remaining water resource source study funds for the design of a water-efficient irrigation system for the Todd Grove Recreation Area, including the Ukiah Golf Course.

Background: In March of 2015, Council approved staff to work with LACO Associates to evaluate the water resources in the vicinity of the golf course. The consultants performed seismic refraction surveys in several areas. The results in the tested areas showed some limited findings, but not the data that was hoped to be found. Staff continued to work with LACO to refine and retest alternative locations with similar results. While a couple of areas have been located where moderate yields are possible, the overall findings are not substantial.

Discussion: It has been recognized that the supply and cost of water must be addressed for the long term sustainability of maintaining an affordable and quality municipal golf course. With recycled water a possible solution within the next five years, our focus shifted from developing a water source to conserving potable water and developing updated irrigation systems to distribute recycled water.

Like the Ukiah Golf Course, the Todd Grove Park, Anton Stadium, Giorno Park, and Lions Field will all need either new or retrofitted infrastructure to accept the use of recycled water. When you combine these community resources into a larger Todd Grove Recreation Area you create a more substantial application for future grant funding. By using the funds remaining from the water source development project to create a complete plan for the conservation of potable water, staff can be prepared to submit a solid grant request to have all of these assets ready to convert to recycled water.

The combined estimated cost for the development of a new water source that was approved in March of 2015, was \$102,500. The testing that was performed expended \$30,500 leaving \$72,000 to be re-directed towards the development of irrigation plans and specifications. Given the benefits to the municipal system

Continued on Page 2

RECOMMENDED ACTION(S): Receive update on the groundwater resource evaluation in the vicinity of the Ukiah Golf Course and re-direct remaining water development funding for water conservation development in the amount of \$ 72,000.

ALTERNATIVES: Remand to staff with direction.

Citizens advised: N/A

Requested by: N/A

Prepared by: Maya Simerson, Program Administrator and Sean White, Water/Sewer Utilities Director

Coordinated with: Sage Sangiacomo, City Manager and Jarod Thiele, Public Works Project Analyst

Presenter: Maya Simerson, Program Administrator

Attachment: N/A

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

and available resources, staff recommends the project continue to be expensed from the Water Capital Fund.

If approved, staff will work to obtain irrigation design plans and all necessary documents to be ready for a grant application for recycled water in the coming months. The Todd Grove Recreation Area, and specifically the Ukiah Golf Course, are valuable community assets that with proper planning will enhance the community for years to come.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$72,000	Water Capital Fund	82224413.80230	Yes ☐ No ☒	N/A



ITEM NO.: 12e

MEETING DATE: August 3, 2016

AGENDA SUMMARY REPORT

SUBJECT: FISCAL YEAR 2016-17 BUDGET STATUS UPDATE AND DISCUSSION

Summary: Council to receive update on draft budget progress, requested notations/changes, and to receive additional questions, comments, and input.

Background and Discussion: The budget team has begun work incorporating all Council requested footnotes and would like to confirm the list. Additionally, Staff is available for any budgetary questions Council may have since the release of the document and to receive any additional input.

The FY 2016-17 Draft Budget as presented at the Budget Workshop on July 25th is located for reference on the City's website here: <http://www.cityofukiah.com/finance/>.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Receive report and provide direction as necessary.

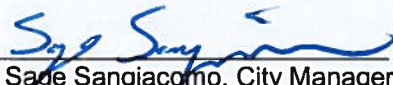
ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: Daniel Buffalo, Finance Director and David Spilman, Interim Finance Director
Prepared by/Contact: Daniel Buffalo, Finance Director
Coordinated with: Sage Sangiacomo, City Manager and Various Department Heads
Presenters: David Spilman, Interim Finance Director; Daphine Harris, Administrative Analyst; and Sheri Mannion, Senior Management Analyst
Attachments: None

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



ITEM NO.: 13a

MEETING DATE: August 3, 2016

AGENDA SUMMARY REPORT

SUBJECT: REPORT OF 2015-16 ACTIVITIES FROM THE UKIAH MAIN STREET PROGRAM

Summary: The Ukiah Main Street Program will provide a report of 2015-16 activities.

Background: Ukiah became a Main Street City in 1987 with the goal of revitalizing the central business district within the context of preserving and rehabilitating its historic and culturally significant buildings. Then, in 1996, the Ukiah Main Street Program was named as the advisory board to the City Council for the Parking and Business Improvement District (BID). As such, it receives a portion of the business license fees from the businesses within the District for operations. Specifically, the total business license fees of those businesses are doubled, with the increment going to the Main Street Program.

Starting in 1998, the Ukiah Redevelopment Agency (URA) entered into annual performance agreements with the Ukiah Main Street Program (UMSP) that established specific activities and performance indicators that were primarily based on the existing goals of the program. The URA contributed up to \$30,000 per year and received annual reports from the program. This continued until 2011, after which time the URA was discontinued.

UMSP still receives business license fees annually, but is responsible for raising additional funds to supplement their operating budget.

Although the City no longer provides an annual contribution to UMSP (outside of the business license fees), many in-kind services are given to the organization. Some of those include:

- The exclusive right to sell alcohol at Sundays in the Park events, plus booth set-up assistance
- The exclusive right to sell popcorn at the Moonlight Movie Madness events
- Free storage space at the Ukiah Valley Conference Center
- Four free room rentals per month (plus additional for special events) at the Ukiah Valley Conference Center
- Below market-rate room rental for the Comedy Alley series
- Collaboration on promotional programs

In the absence of redevelopment funding, a performance agreement and annual report have not been required of the program. However, since it has been several years since an update has been provided, and funding is still provided through the BID, Staff has requested a report on the program's activities. Shannon

*Continued to Page 2***RECOMMENDED ACTION(S):** Receive report.**ALTERNATIVES:** N/A

Citizens advised: N/A

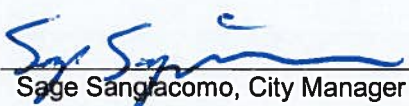
Requested by: Councilmember Mulheren and Shannon Riley, Senior Management Analyst

Prepared by: Shannon Riley, Senior Management Analyst

Coordinated with: N/A

Presenter: Shannon Riley, Senior Management Analyst

Attachment: None

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

Riley, Senior Management Analyst and Councilmember Maureen Mulheren serve as City liaisons on the Main Street Program's Board of Directors.

Discussion: UMSP's Executive Director, Rick Hansen, will provide a report of the program's activities over the last year.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$17,054	BID Fees	#31217100	Yes ☐ No ☒	N/A



ITEM NO.: 13b

MEETING DATE: August 3, 2016

AGENDA SUMMARY REPORT

SUBJECT: EXPANSION OF THE LIGHT POLE BANNER PROGRAM TO INCLUDE AIRPORT PARK BOULEVARD AND EAST PERKINS STREET ON BEHALF OF THE UKIAH MAIN STREET PROGRAM

Summary: The Ukiah Main Street Program wishes to expand the light pole banner program to include Airport Park Boulevard and East Perkins Street.

Background: The light pole banner program was developed in 2006, to help promote special events, activities, and programs. Since that time, the Ukiah Main Street Program and the City have developed banners for Pumpkinfest, Taste of Downtown, and more. Policy Resolution 11C (Attachment 1) specifies the current boundaries for the program—State Street from Clay to Henry Streets—and allows for “other locations as may be approved by the City Manager and Public Works Department.”

Discussion: The Ukiah Main Street Program (UMSP) has recently hired a professional design team to develop branding for the organization—an updated logo, tagline, style guide, and more. This work will help ensure that the products and marketing information used by the organization will be cohesive, polished, and effective.

As part of the scope of work for the designers, new banners for the light poles will be designed. In an effort to educate and attract visitors and shoppers from the Airport Park Boulevard area to the downtown, UMSP would like to add banners to the light poles along that street. Additionally, the Perkins Street corridor is another high-traffic area that would provide excellent exposure to promote the downtown and community events.

UMSP has budgeted for the design and development of these banners, which—because they are in the public right of way—would be installed by City Staff. The current policy and application includes a fee for the installation (\$15) and removal (\$15) of the banners, and allows for them to be displayed for between 15-90 days at a time. (See Attachment 2.) The new banners would be interchangeable with the existing banners and brackets.

City Staff is supportive of this expansion of the program and recommends approval of UMSP's request to add banners to the light poles along Airport Park Boulevard and East Perkins Street.

Continued on Page 2

RECOMMENDED ACTION(S): Approve UMSP's request to expand light pole banner program to Airport Park Boulevard and East Perkins Street.

ALTERNATIVES: Provide alternative direction to Staff.

Citizens advised: Ukiah Main Street Program Board of Directors
Requested by: Ukiah Main Street Program
Prepared by: Shannon Riley, Senior Management Analyst
Coordinated with: N/A
Presenters: Shannon Riley, Senior Management Analyst
Attachment: 1. Policy Resolution 11C Allowing Banners Over the Right of Way
2. Downtown Light Pole Banner Policy and Application

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

If the new locations are approved, they will be added to the overall pole banner program and the display application will be updated.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☒ No ☐	N/A

POLICY RESOLUTION NO. 11C
(Supersedes Policy Resolution No. 11B)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ALLOWING BANNERS OVER
PUBLIC RIGHT-OF-WAY

WHEREAS, the City Council has determined that street banners for special events, activities, and programs are an integral part of community pride and identity, and are appropriate for announcements of community activities, promotion of programs, economic development, and beautification of the downtown and

WHEREAS, the City Council wishes to allow certain banners above public rights-of-way at specific public property locations and

WHEREAS, the City will provide engineering expertise in determining appropriate types of banner fabrications and securing devices for banner attachment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ukiah that banners meeting the following criteria are allowed to be hung, flown, or otherwise located at specified public property locations within or above a public right-of-way;

1. Banners must provide direct and positive benefits to tourists and the residents of the City of Ukiah. The banner shall be limited to the announcement of community or educational oriented special events, activities and programs, and shall not contain or promote any political, religious and/or business advertising messages.

2. Banners, upon approval of the City, may be located across State Street on City poles located approximately one-half block south of Perkins Street, on the street light poles located on State Street between Clay Street and Henry Street, and at such other locations as may be approved by the City Manager and Public Works Department.

3. Minimum height above the travelway (curb to curb) of the public right-of-way shall be 18 feet or at other heights to be approved by the Public Works Department.

4. Banner size, fabrication, and suspension shall be approved by the Public Works Department.

5. Prior to placement of a banner within a public right-of-way, authorization must be obtained from the Community Services Department.

6. The City may charge a fee for placement of any banner put up by City crews and/or an independent contractor hired by the City.

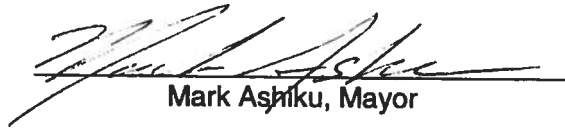
7. The sponsor shall provide insurance coverage meeting City standards for events within the public right-of-way and for the banner(s).

Passed and adopted the 20th day of September 2006, by the following roll call vote:

AYES: Councilmember Crane, McCowen, Rodin, Baldwin and Mayor Ashiku

NOES: None

ABSENT: None


Mark Ashiku, Mayor

ATTEST:


Gail Petersen, City Clerk

City of Ukiah

Downtown Light Pole Banner Policy

Program Overview

The Downtown Light Pole Banner Program is intended to provide pride in the community, beautify downtown, and promote community activities that are important to the City's image and economic development.

The program encompasses 12 poles on State Street, between Clay Street and Henry Street. The banner program may be used with a minimum posting on 6 poles. The City of Ukiah Community Services Department coordinates and schedules banner placement and retains the right to reschedule banner postings pending conflicts with priority events/programs.

Permits for street pole banners issued under this program will be granted only to community organizations, educational institutions, or governmental bodies for the purpose of bringing to the attention of the public the events and programs which are of a general public interest. No permits will be issued to further political or religious purposes, or purposes primarily involving private financial gain.

Applications for the banner program will be considered in the following priority.

1. City of Ukiah sponsored events, activities, or programs
2. Existing events, activities, or programs with previously approved applications.
3. New events, activities, or programs offered by community organizations or governmental bodies.

Banner Poles

- The program consists of 12 light poles (1 banner per pole) located on State Street from Clay Street to Henry Street. See Exhibit "A" for a map of exact locations.

How the Banner Program Works

- Banner programs are managed, scheduled and implemented by the City of Ukiah Community Services Department.
- Individuals or organizations apply for the program by completing Exhibit "B", Banner Use Application.
- Banner Use Applications are to be completed and submitted with final artwork and production specifications to the City of Ukiah for review and approval. Application need to be submitted no later than 120 days prior to the target display period. If the Banner Use Application is approved, the program will be scheduled based upon banner space availability. The City of Ukiah will notify banner applicant of approval or decline within 30 days of receipt of Banner Use Application.
- If the Banner Use Application is approved, a Banner Use Agreement, Exhibit "C" will be issued along with an invoice for payment. The payment is required in order to reserve the space and should be submitted within 30 days of approval. Approved banner application fees are non-refundable and non-transferable in the event the applicant cancels the banner request.

- Banner designs will be reviewed based on all the criteria described in this document and on general aesthetic and suitability standards. Proposed banner design(s) must be submitted within 90 days of the target installation. Applicants must submit 4 hardcopies and one PDF image (on CD) of the banner design. Artwork should be to scale and in full color.
- Banner designs will be evaluated by the Banner Design Committee. The Committee will review banner designs on general aesthetics including color, graphics, text font, banner material, layout, etc. The Committee may require design revisions at its sole discretion and re-submission until approval is granted. Applicants should not commission production of banners until after receiving written approval of their design from the Banner Design Committee.
- Banners must be delivered to the City of Ukiah at least 14 days in advance of the installation date.
- Banners are installed and removed by the City of Ukiah.
- The City of Ukiah can not be responsible for delays in installation or damage due to weather conditions.
- The City of Ukiah will notify banner applicant to pick up banners within fourteen days after banner removal. Banners not pick up in this timeframe can not be stored. After this timeframe, all banners will be discarded.
- The City of Ukiah is not responsible for damaged, lost, vandalized or stolen banners. Banner program users are encouraged to count their banners prior to delivery and after pick up if they are going to reuse banners for any purpose. If there is any concern about banner quantity at pick up, please contact Maya Simerson.
- For public safety, damaged banners will be removed as soon as possible from the program by the City of Ukiah without notification.
- Banner approval is based upon adherence to guidelines established for the banner program in accordance with requirements established by the City of Ukiah.

Banner Design Guidelines and Recommendations

- Use bright, contrasting colors.
- Incorporate a small number of large, simple, bold elements. Avoid complex, ambiguous images with many small components.
- Make sure that imagery and type are appropriately scaled for long-range visibility.
- Limit text. Do not include prices, telephone numbers, addresses, and the words “sponsored by” in the banner design. Commercial business sponsorship logos and/or advertising are prohibited.
- Consider hiring a professional graphic designer with experience designing banners.

Banner Fabrication

- The applicant is responsible for banner fabrication.
- Each banner will need to be printed on both sides.
- Because banner technology and materials evolve continuously, it is recommended that applicants seek advise from designers and manufactures who have experience in banner fabrication.
- Banners must meet production requirements as described in Attachment D. Banners must be compatible with existing hardware used to mount the banners.

Any questions about the Banner Program should be directed to the Community Services Department at 707-463-6231.

Cost	\$15 per pole for installation. \$15 per pole for removal.
Quantity	Minimum: 6 poles Maximum: 12 poles
Design Requirements	Preliminary banner design and specifications must be submitted for approval with the Banner Use Application. Final banner artwork and specifications must be provided 90 days in advance of target installation date. Use of commercial trademarks and/or logos prohibited.
Banner Production Specs & Requirements See Exhibit " D"	30" wide by 84" long 4" rod pocket at top and bottom of banner A grommet should be placed 1" below the top casing line, another 1" above the bottom casing line and both of these grommets should be 1" in from the edge. 15 oz rip-stop vinyl or equivalent material All rod pockets sewn with cotton thread, double lock stitch seams Variations to these guidelines must be approved by the Community Services Department.
Banner Display Length	Displayed for a calendar month. Minimum 15 day display period; 30 day standard display period; Maximum 90 day display period
Fee Payment Details	Complete payment is due with executed Banner Agreement and must be received within 30 days following receipt of approval. Banner space will not be reserved unless payment and executed Banner Use Agreement are received.
Banner Delivery/Pick up	Must be delivered 14 days in advance of installation target date. Must be picked up within fourteen days of end of banner display. The City of Ukiah will notify you to pick up banners. Banners will not be stored. Banners not picked up within the above time period will be discarded
Location	12 light poles on State Street from Mill Street to Henry Street.

Application Process Checklist

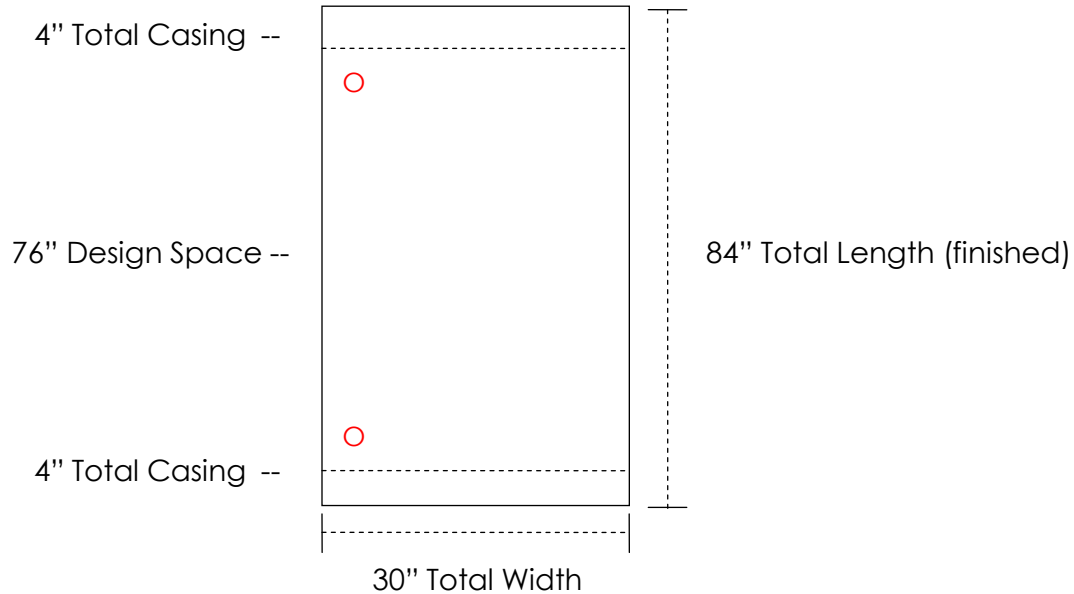
- ☐ Submit Banner Use Application at least 120 days in advance of target display period.
- ☐ If approved, return Banner Use Agreement and payment within 30 days.
- ☐ Submit proposed artwork (4 hard copies and 1 PDF image on CD) at least 90 days in advance of target display period for review by Banner Review Committee.
- ☐ Once the artwork is approved, commission a banner company to manufacture the banners.
- ☐ Deliver banners at least 14 days prior to the display date to the City of Ukiah Community Services Department at 411 West Clay St.

Exhibit "D"

BANNER TECHNICAL SPECIFICATIONS

Downtown Light Pole Banner Program

Banner Specifications listed below:



Please Note:

Design should include bold solid design elements for maximum visibility.

Design should include highly contrasting colors for maximum visibility.

A grommet should be placed 1" below the top casing line, another 1" above the bottom casing line and both of these grommets should be 1" in from the edge.

Exhibit "B"
City of Ukiah
Banner Use Application

Organization _____

Contact Name _____

Address _____

Daytime Telephone _____ Email _____ Fax _____

Event _____ Date _____

1.) When do you want your banners installed and removed?

The earliest date you would want your banners installed	
The latest date you would want your banners installed	
The earliest date you would want your banners removed	
The latest date you would want your banners removed	
Ideal banner installation period	

2.) What Quantity of Banners do you prefer?

Banner Program Description	Quantity Available	Quantity Requested (min. 6)
State Street Program	12 Banner Poles	

3.) Please sketch your banner design and text

I have read and understand all aspects of this program including but not limited to: use, design, technical requirements, cost and conditions as outlined. I understand this application may be approved or denied based upon the program guidelines, banner space available and/or agreements with the City of Ukiah.

Applicant Signature _____ Date _____

Please submit this application with the appropriate deposit check payable to City of Ukiah, and mail to:

City of Ukiah
411 W. Clay Street
Ukiah, CA 95482

Exhibit "C"

**CITY OF UKIAH
DOWNTOWN BANNER PROGRAM USE AGREEMENT**

THIS AGREEMENT is entered this _____ day of _____ 20 ____ between
City of Ukiah, 411 West Clay Street, Ukiah CA 95482 and _____,
(hereinafter referred to as "Banner User"), (address),

1. Banner User hereby agrees that City of Ukiah, in its handling, transporting, installation or use of Banner User's banners, makes no warranty or guarantee with respect to the care, custody, safekeeping, good condition, or timely installation of such banners. And City of Ukiah hereby disclaims all responsibility for loss or damage to such banners, whether resulting directly, consequentially, or incidentally from City of Ukiah handling, transporting, installation or use of such banners.
2. Banner User hereby releases the City of Ukiah from all liability, contractual or otherwise, and waives all claims against the Releases for but not limited to the following situations:
 - a. Mistakes made in installation of Banner User's banners;
 - b. Damage to Banner User's banners during storage, transport, installation, or use;
 - c. Theft of Banner User's banners;
 - d. Money lost due to scheduling conflicts which prevent City of Ukiah installation of Banner User's banners.
 - e. Installer errors in placement
3. Banner User agrees that this agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid it is agreed that the balance shall notwithstanding continue in full legal force and effect.

IN WITNESS WHEREOF, City of Ukiah and Banner user by their respective officers thereunto duly authorized, have executed this Downtown Banner use Agreement as of the above written date.

CITY OF UKIAH

"Banner User"

By: _____

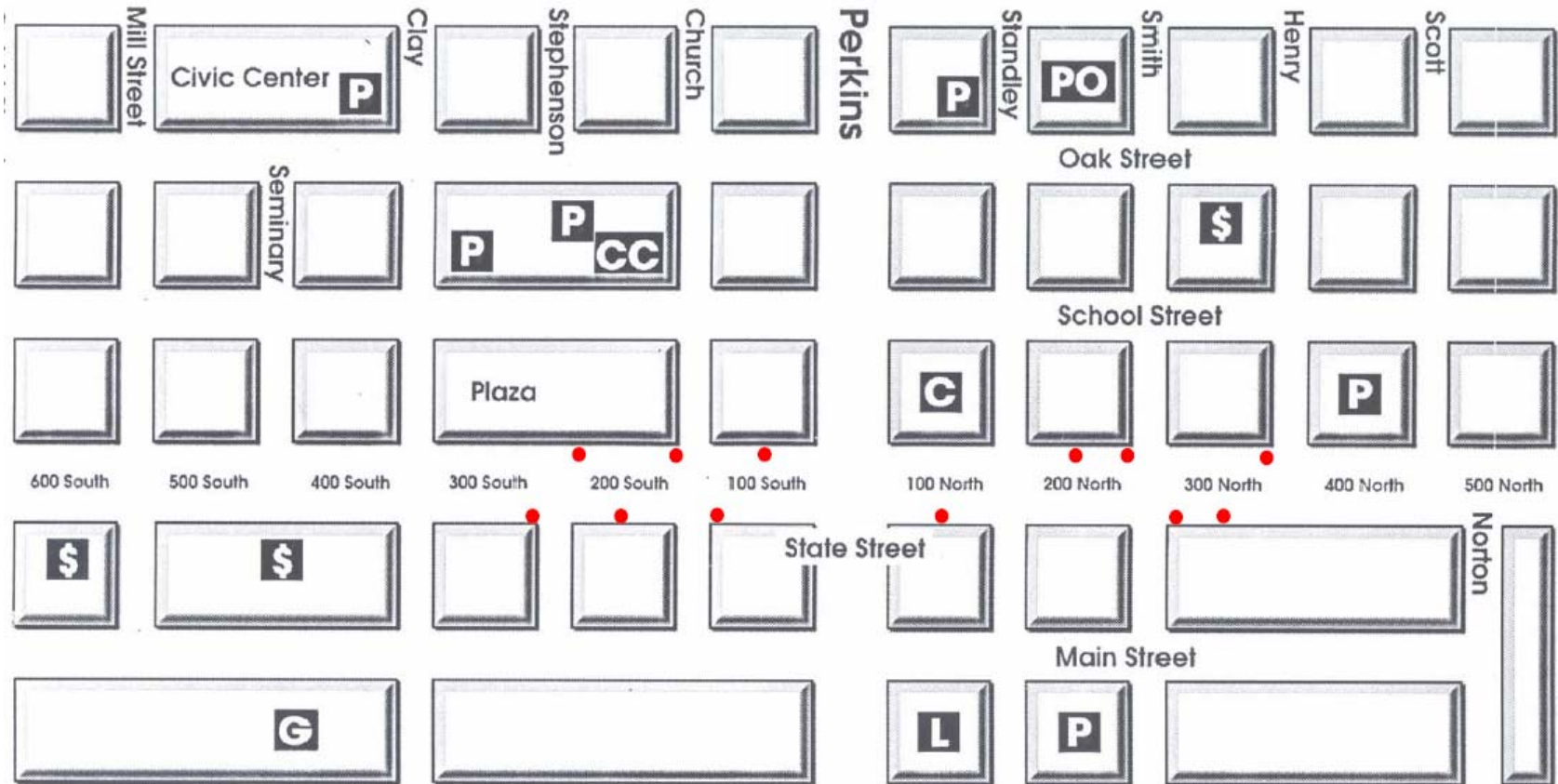
By: _____

Title: _____

Title: _____

Downtown Light Pole Banner Program

Location Map



P Parking Locations

\$ ATM Machine

L Library

PO Post Office

CC Ukiah Valley Conference Center

G Grace Hudson Museum

C Court House



AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZE EXECUTION OF AMENDMENT TO THE AGREEMENT WITH SHN IN AN AMOUNT NOT TO EXCEED \$32,380 FOR SUPPLEMENTAL SERVICES FOR THE NORTH STATE STREET - LOW GAP ROAD STORM DRAIN AND TRAFFIC SIGNAL PROJECT AND APPROVE BUDGET AMENDMENT

Summary: City Council will consider authorizing an amendment to the professional services agreement with SHN for supplemental services for the North State Street - Low Gap Road Storm Drain and Traffic Signal Project. City Council will also consider authorizing a budget amendment for the additional services.

Background & Discussion: During construction of the North State Street Sewer Line Project staff became aware of a second failed storm drain in the intersection of N. State St. and Low Gap Road. Staff therefore requested a proposal (Attachment #1) from SHN to design ADA curb ramps along with storm drain improvements at the northwest and northeast corners of the intersection. The City entered into a contract with SHN for this work and SHN began design work. Prior to the completion of this work, staff requested SHN include other items on the plans: traffic signal work and Brush Street reconstruction. The plans were then provided to the sewer line project contractor to obtain change order pricing.

The change order amount offered by the contractor was not accepted by the City. In order to obtain competitive bids, staff proposes that bid documents (plans and specifications) be prepared for the intersection improvements. Staff's immediate concern is being able to replace the failed storm drain prior to the start of the rain season. Other improvements at the intersection will include construction of ADA curb ramps at the northwest, northeast, and southeast curb returns; installation of new traffic signal equipment to provide for dedicated left turn signals on all approaches; reconstruction of pavement on Brush Street, and other miscellaneous items. SHN has proposed a total fee of \$32,380 to cover the cost of additional City requested work already completed along with additional work to prepare the bid documents. Please refer to the attached scope of work, Attachment "2". Staff has reviewed the proposal for the additional work and found the proposed fee to be commensurate with the scope of work. Staff recommends approval of a contract amendment for this work and approval of the corresponding budget amendment.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$32,380	STP d(1)	50924220.80230	Yes ☒ No ☐	1516-229

RECOMMENDED ACTION(S): Authorize execution of amendment to the agreement with SHN in an amount not to exceed \$32,380 for supplemental services for the North State Street - Low Gap Road Storm Drain and Traffic Signal Project and approve budget amendment.

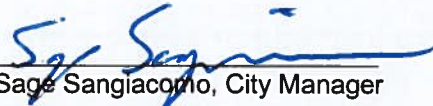
ALTERNATIVES: Choose not to approve recommended action and provide direction to staff.

Citizens advised: Tom Hunt, SHN Consulting Engineers & Geologists, Inc.
Requested by: Tim Eriksen, Director of Public Works / City Engineer
Prepared by: Rick Seanor, Deputy Director of Public Works
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Tim Eriksen, Director of Public Works / City Engineer
Attachments: 1. SHN scope of work dated April 27, 2016
2. SHN proposal dated July 19, 2016

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



CONSULTING ENGINEERS & GEOLOGISTS, INC.

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

Reference: 415080.200

April 27, 2016

Richard Seanor
Deputy Public Works Director
City of Ukiah
300 Seminary Avenue
Ukiah, CA. 95482

**Subject: Engineering Services Proposal - Low Gap Road and North State Street
Drainage and Curb Return Improvements**

Dear Mr. Seanor :

SHN Consulting Engineers & Geologists, Inc. (SHN) offers to provide engineering and surveying services for the preparation of plans to reconstruct the northeast and northwest curb returns at the intersection of Low Gap Road and North State Street to facilitate the installation of new curb return with a larger radius and ADA accessible ramps on the two corners. This work is necessary due to an existing collapsing storm drain on the northwest corner of Low Gap Road and State Street, and a grade conflict with an existing storm drain crossing State Street and the new 10-inch sewer main currently being constructed in the center of North State Street.

Our services would include performing a field survey of the existing intersection improvements and preparation of a topographic map to be used as a base map. We will research the available plan records to determine the most cost effective way to construct a new storm drain across State Street between the northern curb returns. We will also design new drain inlet locations to efficiently capture the runoff on Low Gap Road and State Street so the new drain inlet and the gutter drainage does not adversely impact the proposed ADA pedestrian ramp. Based on a preliminary review of existing plans and a site inspection, we have determined that some relocation of signal poles and below-grade electrical wiring will need to be relocated to accommodate the new curb radius and the ADA ramps.

We will prepare a site grading plan for the new curb returns and drainage inlets, storm drain profile, site plan for relocation of signal poles and wiring pull boxes, and details for ADA ramp, drainage inlets, sidewalk, curb and gutter, together with general specification and notes on the plans. We will prepare these plans for a fee of \$9,780.

Sincerely,

SHN Consulting Engineers & Geologists, Inc.

A handwritten signature in black ink that reads "Thomas M. Herman". The signature is written in a cursive style.

Thomas M. Herman
Regional Principal

TMH: amg



Reference: 415080.200

July 19, 2016

Richard Seanor
Deputy Public Works Director
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Via email: rseanor@cityofukiah.com

**Subject: Engineering Services Contract Amendment - North State Street
Intersection and Storm Drainage Improvements -Low Gap Road/Brush
Street**

Dear Mr. Seanor :

Under your direction, we submitted an engineering services proposal on April 27, 2016 for the preparation of plans for new curb returns on the northwest and northeast corners of North State Street and Low Gap Road/Brush Street together for the repair of the collapsed storm drain at the northwest corner of North State Street and Low Gap Road. When SHN Consulting Engineers & Geologists, Inc. (SHN) started the original discussions regarding this work, the City of Ukiah was only considering the improvements to the northwest corner curb return and repair of the collapse sidewalk to be constructed as a Contractor Change Order for extra work. We were directed by Tim Eriksen during a meeting to put the project on hold temporarily because of complications with the Contractor working on the Sewer Main Improvements project. We were later directed by yourself to move forward with preparing an estimate for engineering services and to include both the northeast and northwest corner curb returns and repair the of the collapsed storm drain at the northwest corner. It was the hope that this work could be added to the North State Sewer Project Improvements by Contractor Change Order. We provided a proposed cost of \$9,780 for the preparation of engineering plans for this work with a budget to facilitate a quick, internal approval so the engineering work could be started in an effort to provide plans to the Contractor for a Change Order budget prior to the finishing of the existing project. We endeavored to perform these services as quickly as possible. We understood this effort would include the relocation of two traffic signal poles and the associated pull boxes and electrical conduits in the sidewalk.

Subsequent to the authorization of the original work order, the following elements were added to the Scope of Work at different times, and were thus included on the plans per the direction of various City of Ukiah personnel:

- While SHN was in the process of preparing plans, it was discovered the existing storm drain in North State Street was in grade conflict with the new sewer main and had to be compromised to construct the new sewer main. It was also noted that the existing CMP storm drain was rusted along the spring line and was in need of replacement. It was then confirmed that the storm drain across North State Street needed to be replaced. We thus included the new storm drain improvement to our plans.

Richard Seanor

Contract Amendment - Low Gap Road & North State Street Drainage and Curb Return Improvements

July 19, 2016

Page 2

- After I requested the right of way documents that were prepared in 1995, we discussed the realignment of the sidewalk and driveway on Quest Mart property on Brush Street.
- In the process of realigning the sidewalk, it was determined that the Quest Mart sign pole would have to be moved thus a footing design was calculated.
- While SHN was preparing the new curb alignment, we were directed by yourself to replace the existing traffic light pole on the northeast corner with one large enough to provide a left turn arrow module on the mast arm over North State Street. Also, left turn arrow signal modules were to be added on all of the appropriate signal poles together with a Gridsmart camera traffic signal control system.
- We later had discussions about including the rehabilitation of Brush Street where we recommended providing a new structural section as opposed to an overlay. Thus, a new structural section and limits of the rehabilitation work were prepared.
- During a Sewer Project walk with Tim Eriksen and Jarod Thiele, we were directed to add pavement rehabilitation for North State Street and Low Gap Road to the project plans.
- Relative to reconstructing the structural section on Brush Street, we suggested that the remaining section of CMP storm drain on Brush Street to the corner of Mazzoni Street should be replaced as well so future digging in Brush Street to repair a rust out storm drain would not necessary.
- Upon completing a 95% complete set of plans, we then prepared a Bid Schedule with construction items and quantities for the preparation of a Bid by TGI. We have since provided pdf plans to TGI and City of Ukiah for Bid Estimate and final review.

At this juncture, SHN would like to respectfully submit a request to the City of Ukiah for additional compensation for the extra work that was performed relative to the above described elements that were added to the completed plans. To date, our additional engineering services fees for the preparation of the North State Street Intersection and Storm Drainage Improvement Plans are \$23,840.

On July 18, 2016, the City of Ukiah requested a fee for preparing Contract Documents and Technical Specifications for the bidding of the North State Street Intersection and Storm Drain Improvements at Low Gap/Brush Street. SHN will prepare the Contract Documents and Technical Specifications using base digital documents provided by the City of Ukiah for a fee of \$8,540. We will provide the City of Ukiah a digital copy of the Contract Documents together with digital copies of the project plans for submittal to Builders Exchange Plan rooms. We will also provide three (3) hard copies of the Contract Documents and full size Project Plans signed by a California Registered Civil Engineer.

The proposed amendment to the Engineering Services Contract is \$23,840 for design services completed, plus an additional fee of \$8,540 for the finalization of the project plans and the preparation of Contract Documents and Technical Specifications, for a total contract increase of \$32,380.

Richard Seanor

Contract Amendment - Low Gap Road & North State Street Drainage and Curb Return Improvements

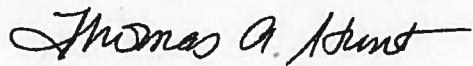
July 19, 2016

Page 3

Please review this request and call or email us at your earliest convenience to discuss the future direction for finalizing this work and the adjustment to our engineering services contract fees. We appreciate the opportunity to work with the City of Ukiah on this project and we are looking forward to providing our services on future projects.

Sincerely,

SHN Consulting Engineers & Geologists, Inc.



Thomas A. Hunt, PE
Senior Civil Engineer
Project Manager

TAH:amg

cc: Jarod Thiele, City of Ukiah
Email: jthiele@cityofukiah.com



AGENDA SUMMARY REPORT

SUBJECT: DISCUSSION AND POSSIBLE INTRODUCTION BY TITLE ONLY OF AN ORDINANCE AMENDING SECTION 7154 IN DIVISION 8, CHAPTER 1, ARTICLE 10 OF THE UKIAH CITY CODE TO ALLOW TOW TRUCKS AND COMMERCIAL RECOVERY VEHICLES TO PARK IN RESIDENTIAL NEIGHBORHOODS

Summary: This report recommends amending the City Code to allow tow trucks and commercial recovery vehicles to park in residential neighborhoods.

Background: The Traffic Engineering Committee (TEC) received a request from Ukiah Valley tow truck companies to revise the City Code to allow tow trucks and commercial recovery vehicles to park in residential neighborhoods. In order to provide rapid response in emergency situations, 24-7, the tow truck companies requested to be allowed to park tow trucks and commercial recovery vehicles at employee residences.

Discussion: Section 7154 of the Ukiah City Code (UCC) addresses parking of certain commercial vehicles in neighborhoods. The City adopted Section 7154, Division 8, Chapter 1, Article 10 of the UCC by Ordinance 638, §1 in 1973. Subsequently in Section 7154 the City adopted Ordinance 749, §1 in 1980 and Ordinance 939, §1 in 1993. Staff has prepared a redline revision to the City Code section 7154 as shown on the Attachment #1. This draft Ordinance adds an exemption to the City Code to allow tow service vehicles and commercial recovery vehicles to park in residential districts. The proposed Ordinance for introduction is included as Attachment #2. Staff reviewed the proposed change to City Code with the Planning Department to determine if the "project" triggered the California Environmental Quality Act (CEQA). Upon review, the Planning Department issued a Notice of CEQA Exemption which was subsequently recorded at the Mendocino County Clerk-Recorder's office. A conformed copy of the CEQA Notice of Exemption can be found as Attachment #3. The TEC reviewed this request for amendment of the UCC at its meeting of June 14, 2016. The TEC recommends approval to the City Council. Please refer to the draft TEC minutes, Attachment #4.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Introduce the Ordinance by title only amending Section 7154, Division 8, Chapter 1, Article 10 of the Ukiah City Code to allow tow trucks and commercial recovery vehicles to park in residential neighborhoods.

ALTERNATIVES: Do not adopt introduce Ordinance and provide direction to staff.

Citizens advised: All in One Towing; Ukiah Tow; TNT / UAD; R&B Towing; Stevo's Towing
Requested by: Tim Eriksen, Director of Public Works / City Engineer
Prepared by: Rick Seanor, Deputy Director of Public Works
Coordinated with: Sage Sangiacomo, City Manager and Charley Stump, Director of Planning and Community Development
Presenter: Tim Eriksen, Director of Public Works / City Engineer
Attachments: 1. Changes to Section 7154, redlined version
2. Proposed Ordinance
3. CEQA exemption – conformed copy
4. Draft Traffic Engineering Committee minutes for June 14, 2016

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

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 8, CHAPTER 1, ARTICLE 10, SECTION 7154 OF THE UKIAH CITY CODE WHICH ESTABLISHES NO PARKING OF VEHICLES WITH GROSS WEIGHT OF ELEVEN THOUSAND POUNDS IN RESIDENTIAL DISTRICTS

SECTION ONE: It is ordained that the City Council of the City of Ukiah hereby amends §7154 to read as follows:

§7154 NO PARKING OF VEHICLES WITH GROSS WEIGHT OF ELEVEN THOUSAND POUNDS IN RESIDENTIAL DISTRICTS

- A. It shall be unlawful and constitute a violation of this Code to park or allow to stand a commercial vehicle having a manufacturer's gross vehicle weight rating of eleven thousand (11,000) pounds or more on any street in any R-1, R-2 or R-3 Zoning District in the City. This prohibition shall not apply to any commercial vehicle:
1. Making pickups or deliveries of goods, wares, and merchandise from or to any building or structure located on the restricted streets;
 2. Delivering materials to be used in the actual and bona fide repair, alteration, remodeling, or construction of any building or structure located on or within the restricted street for which a building permit has been previously obtained, if a building permit is legally required for such repair, alteration, remodeling or construction; or
 3. Delivering equipment to be used in grading or construction activity within the street or on property abutting such restricted street for which a building permit has been previously obtained, if a building permit is legally required for such grading or construction activity.
 4. Providing tow service or commercial recovery service when properly licensed and permitted by tow companies. Tow service or commercial recovery service vehicles shall not exceed 26,000 pounds gross vehicle weight. These vehicles shall not park closer than 6 feet to any adjacent driveway.
- B. It shall be unlawful and constitute a violation of this code to park or allow to stand a commercial vehicle having a manufacturer's gross vehicle weight rating of eleven thousand (11,000) pounds or more on any lot, plot or parcel of land in any R-1, R-2, or R-3 zoning district within the city, where parking is prohibited on a public street under subsection A of this section unless the parcel is one acre or more in size or the commercial vehicle is not visible from any public street, and it is not operated between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. (Ord. 638, §1, adopted 1973; Ord. 749, §1, adopted 1980; Ord. 939, §1, adopted 1993)

SECTION TWO. This Ordinance shall be published as required by law in a newspaper of general circulation published in the City of Ukiah.

SECTION THREE. This Ordinance shall become effective thirty (30) days after adoption.

Introduced by title only on the 3rd day of August, 2016, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Stephen G. Scalmanini, Mayor

Kristine Lawler, City Clerk

ORDINANCE NO. _____

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1. Making pickups or deliveries of goods, wares, and merchandise from or to any building or structure located on the restricted streets;
 2. Delivering materials to be used in the actual and bona fide repair, alteration, remodeling, or construction of any building or structure located on or within the restricted street for which a building permit has been previously obtained, if a building permit is legally required for such repair, alteration, remodeling or construction; or
 3. Delivering equipment to be used in grading or construction activity within the street or on property abutting such restricted street for which a building permit has been previously obtained, if a building permit is legally required for such grading or construction activity.
 4. Providing tow service or commercial recovery service when properly licensed and permitted by tow companies. Tow service or commercial recovery service vehicles shall not exceed 26,000 pounds gross vehicle weight. These vehicles shall not park closer than 6 feet to any adjacent driveway.
- B. It shall be unlawful and constitute a violation of this code to park or allow to stand a commercial vehicle having a manufacturer's gross vehicle weight rating of eleven thousand (11,000) pounds or more on any lot, plot or parcel of land in any R-1, R-2, or R-3 zoning district within the city, where parking is prohibited on a public street under subsection A of this section unless the parcel is one acre or more in size or the commercial vehicle is not visible from any public street, and it is not operated between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. (Ord. 638, §1, adopted 1973; Ord. 749, §1, adopted 1980; Ord. 939, §1, adopted 1993)

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AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Stephen G. Scalmanini, Mayor

Kristine Lawler, City Clerk

**NOTICE OF CEQA
EXEMPTION**

Copy of Document Recorded on
07/28/2016 08:31:47 AM
as 2016-E0038
Mendocino County Clerk-Recorder

TO:

- ☐ Office of Planning and Research 1400
Tenth Street, Room 121 Sacramento, CA
95814
- ☒ County Clerk
County of Mendocino
Courthouse
Ukiah, CA 95482

FROM:

City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

PROJECT TITLE: City Code amendment to allow tow truck drivers to park tow trucks and commercial recovery vehicles at employee residences.

DESCRIPTION OF PROJECT: The project involves amending Division 8, Chapter 1, Article 10, Section 7154 of the Ukiah City Code that establishes no parking of vehicles with gross weight of eleven thousand pounds in residential districts. The amendment would allow tow trucks and commercial recovery vehicles to be parked at employees' residences.

LOCATION: Residential districts within the City limits.

PUBLIC AGENCY APPROVING PROJECT: City of Ukiah – City Council

NAME OF PROJECT APPLICANT: City of Ukiah Department of Public Works

CEQA EXEMPTION STATUS:

- ☒ **CEQA Exemption Section:** 15061(b)(3) – The project is covered by the general rule that CEQA applies only to projects that have the potential of causing a significant effect on the physical environment. In this case, it can be seen with certainty that the parking of tow trucks and commercial recovery vehicles in residential driveways and on the street in front of employees' residences would not have a significant adverse effect on the physical environment.

REASONS WHY PROJECT IS EXEMPT: Parking some tow trucks and commercial recovery vehicles in residential driveways and on residential streets would not adversely impact creeks, streams, mature trees, drainage patterns, soils, animal and plant habitats, or any other sensitive environmental resources because these parking locations would be in densely urban areas.

LEAD AGENCY CONTACT PERSON: Rick Seanor, Deputy Director of Public Works
rseanor@cityofukiah.com

SIGNATURE:

Charley Stump, Director
Planning and Community Development

DATE: July 28, 2016



CITY OF UKIAH



**CALIFORNIA DEPARTMENT OF
FISH AND WILDLIFE**

CERTIFICATE OF FEE EXEMPTION

De Minimus Impact Finding

PROJECT TITLE: City Code amendment to allow tow truck drivers to park tow trucks and commercial recovery vehicles at employee residences.

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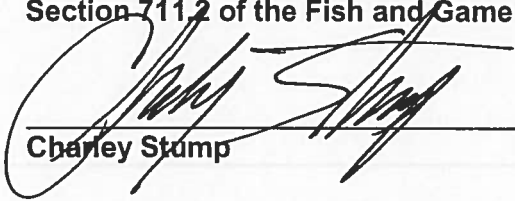
LOCATION: Residential districts within the City limits.

FINDINGS OF EXEMPTION:

1. The proposed project would not have an adverse impact on fish and wildlife resources, because it only involves the parking of vehicles in residential driveways and on residential streets in dense urban environments.
2. No grading, site preparation or construction is proposed as part of the project.
3. The project is covered by the general rule that CEQA applies only to projects that have the potential of causing a significant effect on the physical environment. In this case, it can be seen with certainty that the parking of tow trucks and commercial recovery vehicles in residential driveways and on the street in front of employees' residences would not have a significant adverse effect on the physical environment.
4. Parking some tow trucks and commercial recovery vehicles in residential driveways and on residential streets would not adversely impact creeks, streams, mature trees, drainage patterns, soils, animal and plant habitats, or any other sensitive environmental resources because these parking locations would be in densely urban areas.

CERTIFICATION:

I hereby certify that the public agency has made the above finding and the project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.



Charley Stump

July 28, 2016

Date

Title: Director of Planning and Community Development **Lead Agency:** City of Ukiah

TRAFFIC ENGINEERING COMMITTEE MINUTES

June 14, 2016

Minutes

MEMBERS PRESENT

Carla Meyer, Mendocino Transit Authority
John Lampi, Public Representative
Keith Hewett, Public Representative
Ben Kageyama, representing the City Manager
Jarod Thiele, representing Director of Public Works
Kevin Thompson, representing the Planning Director

MEMBERS ABSENT

Tim Eriksen, Director of Public Works, City Engineer, TEC Chairman
Sean Kaeser, representing the Chief of Police
Darin Malugani, representing the Supervisor of Public Works

OTHERS PRESENT

Maureen Mulheren, Council Member
Lory Limbird, Public Works
Wayne Hunt, T&T Towing
Selah Sawyer, Charter Academy of the Redwoods

1. CALL TO ORDER

The Traffic Engineering Committee meeting was called to order by Member Ben Kageyama at 3:10 pm in Conference Room No. 3, Ukiah Civic Center, 300 Seminary Avenue, Ukiah, California.

Ben introduced new public member, Keith Hewett.

2. APPROVAL OF MINUTES – May 10, 2016

Motion/Second: Thompson/Lampi to approve May 10, 2016 minutes as written.

Motion carried by an AYE voice vote of four members present. Carla Meyer and Jarod Thiele abstained.

3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

4. OLD BUSINESS

- a. **Discussion and Possible Action Regarding Revisions to City Code Section 7154 to Allow Tow Trucks and Commercial Recovery Vehicles to Park in Residential Neighborhoods.**

Member Ben Kageyama pointed out to the new member, Keith Hewett that he cannot vote on this item since he is a tow truck company owner. This item was brought back from the April 12, 2016 meeting at which time the TEC Committee reviewed a request to modify City Code section 7154 to allow tow trucks and commercial recovery vehicles the opportunity to park in residential zoned districts. The TEC Committee requested staff to revise the City Code and return it to the committee for review and discussion. Staff prepared a revision to the City Code section 7154 as shown on Attachment "A" which is a draft ordinance with a redline section that adds an exemption to the City Code to allow tow service vehicles and commercial recovery vehicles to park in residential districts. Adoption of ordinances

is a two part process. At the first City Council meeting the ordinance is introduced by title only. At the second meeting, the City Council would adopt the ordinance. The changes then become effective 30 days after adoption of the ordinance.

Motion/Second: Lampi/Thompson to approve the redline version of City Code section 7154 and recommend adoption of the ordinance to the Ukiah City Council. Motion carried by an AYE voice vote of two members. Member Kageyama opposed this item. Carla Meyer and Jarod Thiele abstained. Member Hewett did not vote.

b. Discussion and Possible Action Regarding Proposed MTA Bus Stop at 671 South Orchard Avenue.

Member Ben Kageyama introduced this item which was continued from the previous meeting of May 10, 2016. Staff received a request from MTA to establish a bus stop adjacent to the US Post Office at 671 South Orchard Avenue. A bus stop/no parking zone at this proposed location would occupy approximately 5 on-street parking spaces. Staff has not observed this location to be in high demand for on-street parking.

Member Carla Meyer reported that the request for a bus stop in front of the Post office came from a senior who lives in this area. Many seniors have limited mobility and need access to the Post Office. MTA is not requesting a shelter for this area, only the painted bus stop/no parking zone. In the future, if it is found that this bus stop is not used, the area could easily be converted back to on-street parking. Carla has visited this area many times and has not observed a great demand for on-street parking in front of the Post Office.

Member Kevin Thompson asked if there is a set standard for the distance between bus stops.

Member Carla Meyer responded that the ADA sets the standard at $\frac{3}{4}$ of a mile between bus stops. She added that 5 parking spaces are the minimum needed at the bus stop for a 40 foot bus.

Council Member Maureen Mulheren stated that the TEC Committee should consider this entire section of Orchard Avenue instead of piecemealing it all together. There should be a plan for the entire section of street instead of just meeting the needs of the moment.

Member Ben Kageyama stated bike lanes are planned for Orchard Avenue. Orchard Avenue is wide enough to accommodate both the bike lane and the bus stop.

Member Carla Meyer restated that MTA is not asking for a shelter so the bus stop could be easily removed if it is determined that there is not enough use of this one. She explained that visibility is always limited when a bus is stopped in an area but this is not an issue in this area.

Member Ben Kageyama stated that a Post Office is the type of facility that warrants a transit stop and he is in favor of this bus stop. MTA should study the bus stops in the city and remove locations that are not needed.

Member Carla Meyer stated she will be working on a grant to fund a consultant to study the trends in ridership on MTA and the location of bus stops could be a part of that study.

Motion/Second: Thiele/Thompson to recommend the bus stop/no parking zone at 671 South Orchard Avenue for approval by the City Council.

Motion carried by an AYE voice vote of five members. Carla Meyer abstained.

5. **NEW BUSINESS**

a. **Discussion and Possible Action Regarding Removal of Existing Crosswalk on North State Street at Fairgrounds Driveway.**

Member Ben Kageyama introduced this item. Due to concerns regarding the crosswalk at the intersection of North State Street with the fairgrounds driveway, the City Council authorized the construction of a new safety enhanced crosswalk at the intersection of Garrett Drive and North State Street to replace the existing crosswalk at the fairgrounds driveway. Prior to removal of any marked crosswalk, California Vehicle Code Section 21950.5 requires a 30-day notice to allow for public comment. The 30-day notice for removal of the existing crosswalk has been posted on both sides of the existing crosswalk since May 18th and the end of the 30-day notice period will occur on June 17th.

Selah Sawyer, Charter Academy of the Redwoods thanked the TEC Committee and the City of Ukiah for taking action to improve the safety of the crosswalk in the area of North State Street and the fairgrounds. The schools she represents are very happy with the new Garrett crosswalk and she is in favor of removing the old crosswalk. She asked if a barrier would be constructed when the existing crosswalk is removed to prevent pedestrians from crossing State Street in that area.

Jarod Thiele responded that a barrier will be constructed in the area of the existing crosswalk when that crosswalk is removed.

Motion/Second: Hewett/Thiele to approve the removal of the existing crosswalk provided no substantive comments are received prior to the end of the 30-day notice period on June 17th.

Motion carried by an all AYE voice vote of the members present.

6. **COMMITTEE MEMBER REPORTS**

Council Member Maureen Mulheren informed the TEC Committee that the addition of a public member to the TEC Committee to represent alternative transportation is on City Council Agenda for June 15, 2016.

7. **MISCELLANEOUS ITEMS**

none

8. **ADJOURNMENT**

There being no further business, the meeting adjourned at 3:37 p.m.

Lory Limbird, Recording Secretary



ITEM NO.: 13e

MEETING DATE: August 3, 2016

AGENDA SUMMARY REPORT

SUBJECT: REVIEW OF APPOINTMENTS AND DISCUSSION REGARDING 2016 COUNCIL ASSIGNMENTS

Summary: Mayor Scalmanini has requested a brief status report on the City Council Special Assignments to Boards, Commissions, Committees, and Ad Hocs.

Background and Discussion: City of Ukiah Councilmembers take an active role in various commissions and committees that are part of city, county, regional, and state wide governance and interests. Additionally, Ad Hocs are created to address specific goals and objectives as they arise, and are then disbanded. Each year, the Mayor leads a discussion and makes annual appointments for members assigned to the various groups. Mayor Scalmanini has requested a brief status report from a representative on each ad hoc committee, with consideration of the on-going appointments for the latter half of the year (Assignment List is Attachment 1). The assignments are broken out into four categories as follows:

County/Regional Ongoing:	The City takes part in decision making by these groups and is represented by an appointed member, who has a designated alternate. These assignments require attendance at a monthly meeting.
County/Regional Ongoing: with Staff Alternate:	The City takes part in discussions, may be a member of the Board, or have ex officio status (observer). City staff is active with these groups and serves as an alternate or single representative for the City. These groups have monthly meetings.
Local/County/Regional Liaisons	This group varies, some meetings are regularly scheduled and others are arranged occasionally as needed. This group includes appointments that may from time to time include a Board seat for a City Council member.
Ongoing One or Two Council and/or Staff:	
Current Ad Hoc Committees:	The City Council may establish and appoint Ad Hoc members at any time throughout the year. Ad Hoc committees are for specific issues, and do not carry over year to year unless that specific issue remains under discussion. (See note next page.)

RECOMMENDED ACTION(S): Review, discussion, and consideration of on-going appointments for the 2016 Council Special Assignments List.

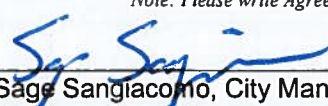
ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: Mayor Scalmanini
Prepared by: Kristine Lawler, City Clerk
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Mayor Scalmanini
Attachment: 1. 2016 Special Assignment List

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

Note: Although the Council Ad Hoc Committees are a part of the Council Special Assignment List, they are officially appointed by the Council at various meetings, and are subject to Council approval for any changes.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☒	N/A

2016 COUNCIL ASSIGNMENTS

Attachment 1

County/Regional OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Civic Center, 300 Seminary Ave., Ukiah Chambers	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide.	Scalmanini Brown - Alternate	Rick Seanor , Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
Mendocino County Inland Water and Power Commission	2nd Thursday of month, 7:00 p.m.	Civic Center 300 Seminary Ave. Conf. Room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Doble Brown - Alternate	Sean White , Water/Sewer Director; 463-5712 swhite@cityofukiah.com
Mendocino Solid Waste Mgmt. Authority (MSWMA)	3rd Thur. of every other month (varies) 10:00 a.m.	Willits Council Chambers	Solid Waste Director 3200 Taylor Dr. Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Doble - Alternate	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	2nd Thursday of month, 1:30 p.m.	Alternating locations - Ukiah Conf. Ctr. Or Ft. Bragg, or Pt. Arena	Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transpiration issues and funding	Doble Brown - Alternate	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced	419 Talmage Road, Suite M Ukiah CA 95482 463-3280	Provides a unified & revitalized rail infrastructure meeting the freight and passenger needs of the region	The City Selection Committee (composed of Mayors within the County) has filled the open seat with a Willits representative at this time.	Shannon Riley , Senior Mgmt Analyst; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall	Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472	Consider issues related to Russian river - plans projects and funding requests	Doble Brown - Alternate	Sean White , Water/Sewer Director; 463-5712 swhite@cityofukiah.com

County/Regional OnGoing One + Staff Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Depot Infrastructure Development	TBD	TBD	300 Seminary Ave. Ukiah, CA 95482	Review and advise regarding public infrastructure improvements in and around the railroad depot property and area	Doble (no alternate necessary)	Shannon Riley , Senior Mgmt Analyst; 467-5793 sriley@cityofukiah.com
Economic Development & Financing Corp. (EDFC)	2nd Thursday of month. 2:00-4:30 p.m.	Primarily 631 S. Orchard St., but location varies	Executive Director 631 South Orchard Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Mulheren Riley - Alternate	Shannon Riley , Senior Mgmt Analyst; 467-5793 sriley@cityofukiah.com
Greater Ukiah Chamber of Commerce Liaison ex officio	4th Wednesday of month, 9:00 a.m.	Conference Center 200 S. School Street, Ukiah	200 S. School Street Ukiah, CA 95482 462-4705	To represent and set policy for Chamber and area businesses.	Doble Riley - Alternate	Shannon Riley , Senior Mgmt Analyst; 467-5793 sriley@cityofukiah.com ; Kerry Randall , Facilities Admin; 463-6706 KRANDALL@cityofukiah.com
Main Street Program Board of Directors ex officio	1st Thursday of month, 8:00 a.m.	200 S. School Street, Ukiah	200 S. School St. Ukiah, CA 95482 463-6729	Develops activities for downtown economic development program	Mulheren Riley - Alternate	Shannon Riley , Sr. Mgmt. Analyst; 467-5793 Kerry Randall , Facilities Admin; 463-6706 KRANDALL@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 - 6:30 p.m.	Sun House, 431 S. Main St. Ukiah	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Doble Sangiacomo - Alternate	Maya Simerson , Community Services Supervisor; 367-0699 msimerson@cityofukiah.com ; Sherrie Smith-Ferri , Museum Director/Cultural Arts; 467-2836 sherrie@gracehudsonmuseum.org
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of the month, 7:45 a.m.	776 S. State Street Conference Room	Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices.	Brown Chief Dewey - Alternate	Chris Dewey , Police Chief; 463-6245 cdewey@cityofukiah.com
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (See calendar from NCPA)	Roseville, CA and other locations	651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grande - Alternate	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com

2016 COUNCIL ASSIGNMENTS

Local/County/Regional Liaisons OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call.	Various locations that are announced.	Redwood Empire League President; Public Affairs Program Mgr. (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Mulheren	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conf. Room 501 Low Gap Rd. Rm. 1090, Ukiah	C/O: BOS 501 Low Gap, Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center Seminary Ave. CA 95482	Reviews City investments, policies, and strategies	Crane Alan Carter , Treasurer	Karen Scalabrini , Director of Finance; 463-6220 kscalabrini@cityofukiah.com
Library Advisory Board	3rd Thursday of month, 1:00 p.m.	Various Mendo County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Thomas	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m.	1041 Low Gap Rd Ukiah, CA 95482 462-1210	1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater.	Sangiacomo Greg Owen , Airport Mgr.	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482	511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent and City Manager	Mayor	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD)	2nd Monday of the month, 5:00 p.m.	151 Laws Ave., Suite D	151 Laws Ave. CA 95482	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County.	Doble	Sean White , Water/Sewer Director; 463-5712 swhite@cityofukiah.com
Health & Human Services Liaisons	2nd Wednesday; 9:00 - 11:00 a.m.	Big Sur Room in Co. Dept. of Social Svcs.	Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St., Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison Mulheren - Liaison	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 10:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	Doble	Charley Stump , Director of Planning; 463-6219 cstump@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conf. Room 501 Low Gap Rd. Rm. 1090, Ukiah	Mendocino County Executive Office Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity.	None from Ukiah Council currently	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Boards & Commissions Member Review	CURRENT PUBLIC MEMBERS	POSITION	NOMINATED BY	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Traffic Engineering Committee (TEC)	1. John Lampi 2. Keith Hewett 3. (vacant)	1. Public Member 2. Public Member 3. Active Transportation	1. Rodin 2. Crane 3. (Scalmanini)	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity.	N/A	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com Rick Seanor , Deputy Public Works Director; 463-6296 rseanor@cityofukiah.com

2016 AD HOC COMMITTEES

COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane / Scalmanini	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Oversight Review of Public Works Work and Process in relation to Calvert and Willow Project (Spec. 13-02)	Crane / Scalmanini	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Rate Studies for Electric, Water, Sewer	Crane / Doble	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com; Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com; Sean White , Water/Sewer Director; 463-5712 swhite@cityofukiah.com; David Spillman , Director of Finance 463-6220 dspillman@cityofukiah.com
Sales Tax Sharing	Crane / Doble	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com; Guy Mills , Project & Grant Admin; 467-5719 gmills@cityofukiah.com; David Rapport , City Attorney; 467-2800 drapport@cityofukiah.com
Ukiah Valley Sanitation District Mediation	Crane / Doble	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Fire District Merger Discussion	Doble/Brown	John Bartlett , Fire Chief; 462-7921 x400 jbartlett@cityofukiah.com; Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Sales Tax Measure for Street Improvements	Scalmanini/Mulheren	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Groundwater Sustainability	Crane/Doble	Sean White , Water/Sewer Director; 463-5712 swhite@cityofukiah.com
Marijuana Legislation and Policy	Mulheren/Brown	Chris Dewey , Police Chief; 463-6245 cdewey@cityofukiah.com
Strategic Planning	Crane/Doble	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Landfill Closure	Crane/Scalmanini	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Five Year Rate Review Process	Brown/Mulheren	David Spillman , Director of Finance; 463-6220 dspillman@cityofukiah.com
Homeless Shelter	Mulheren/Brown	Shannon Riley , Senior Management Analyst; 467-5793 sriley@cityofukiah.com
Local Preference Purchasing Policy	Brown/Mulheren	Shannon Riley , Senior Management Analyst; 467-5793 sriley@cityofukiah.com
City Water Rights	Doble/Crane	Sean White , Water/Sewer Director; 463-5712 swhite@cityofukiah.com
Downtown Parking Management	Mulheren/Brown	Shannon Riley , Senior Management Analyst; 467-5793 sriley@cityofukiah.com