

**CITY OF UKIAH
CITY COUNCIL AGENDA
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
November 2, 2016
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

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

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- a. Minutes of August 15, 2016, a Special Meeting.
- b. Minutes of October 19, 2016, a Regular 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. Consideration and Possible Approval to Authorize City Manager to Renew Lease Agreement for Office and Warehouse Space Located at 185 Mason Street for Park Operations Facility.
- b. Reporting Contract with Code Publishing, Inc. for Legal Publishing Services in the Amount of \$10,583.05, and Requesting Authorization to Amend the Contract for Additional Services as Needed.
- c. Report of Acquisition of Professional Services from Alpha Analytical Laboratories, Inc. for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill.

- d. Approve Resolution Authorizing the Submittal of an Application, Acceptance of Allocation of Funds, and Execution of a Grant Agreement with the California Department of Transportation for an Airport Matching Grant to Complete Airport Pavement Management Program (APMP) Study with Pavement Classification Number (PCN Calculation).
- e. Authorize the City Manager to Negotiate and Execute an Agreement with Emmett Jones for Professional Consulting Services Related to All Solid Waste Matters and Other Management Advisory Services on an as Needed Basis.

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. Status Report on the Ukiah Airport Runway/Taxiway Rehabilitation/Realignment Project and Approve Resolution Authorizing the Submittal of an Application, Acceptance of Allocation of Funds, and Execution of a Grant Agreement with the California Department of Transportation for an Airport Matching Grant to Complete Runway 15-33 Pavement Rehabilitation and Taxiway Realignment Design.

13. NEW BUSINESS

- a. Discussion and Introduction of an Ordinance by Title Only, Amending Division 6, Chapter 3, Articles 1, 2, and 3 of the Ukiah City Code and Adopting the 2016 California Fire Code; and Adoption of a Resolution Establishing Findings of Fact and Need for Modifications to the State Building Standards Code Because of Local Conditions.
- b. Discussion and Possible Introduction of Ordinance by Title Only Amending Portions of Ukiah City Code (UCC) Division 3, Chapters 1 and 2 Pertaining to the Adoption of the Building Codes and Amendments Thereof.
- c. Authorize the City Manager to Negotiate and Execute an Amendment No. 1 to the Existing Agreement with Syblon Reid, General Engineering Contractors, for Conducting Critical Repairs to the Lake Mendocino Hydroelectric Plant Turbines Discharge Gates in an Amount up to \$210,000 and Authorize a Budget Amendment in the Amount of \$50,000.

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

a. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to Cal. Gov't Code Section 54956.9(d)(2) Number of potential cases (1) (Landfill)

b. 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*

c. 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*

d. 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

e. 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*

f. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: 429 South Dora St. Ukiah, CA 95482

Negotiator: Sage Sangiacomo, City Manager

Negotiating Parties: City of Ukiah and Ukiah Unified School District

Under Negotiation: Price & Terms of Payment

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 28th day of October, 2016.

Kristine Lawler, City Clerk



ITEM NO.: 3a

MEETING DATE: November 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: STATUS REPORT, DISCUSSION AND POSSIBLE ACTION REGARDING THE UKIAH VALLEY SANITATION DISTRICT'S LITIGATION AGAINST THE CITY OF UKIAH RELATED TO THE OPERATION OF THE SANITARY SEWER SYSTEM

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

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

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

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

On September 21, 2016, the City Council received a presentation (*UVSD Litigation Update Box File #3*) from staff that explained the relationship between the two agencies and provided responses to some of

Continued on Page 2

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

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: City Council (Councilmembers Crane and Doble)
Prepared by: Sage Sangiacomo, City Manager and Sean White, Director of Water and Sewer
Coordinated with: David Rapport, City Attorney and Tim Eriksen, Director of Public Works
Presenters: Sage Sangiacomo, City Manager
Attachments: UVSD Litigation Update Box Files located at:
<https://cityofukiah.box.com/v/UVSDlitigationUpdates>

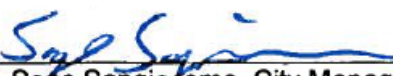
Attachments:

7. October 21, 2016 Letter from Duncan James' Office re: a confidentiality agreement
8. October 25, 2016 Letter from City Attorney re: confidentiality agreement
9. October 21, 2016 Letter from District Manager re: recycled water project
10. October 27, 2016 Letter from the City Manager re: recycled water project

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.S

Approved: 
Sage Sangiacomo, City Manager

the most frequently asked questions about this matter to better inform the public about the consequences of the litigation. This information along with a video link to the September 21st presentation/discussion are accessible at <http://www.cityofukiah.com/projects/uvsd-vs-cou/>.

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

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

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

Discussion: Since the last City Council meeting, the City Attorney received a letter from Duncan James' Office regarding the District's request for a confidentiality agreement for the ad hoc meetings along with a draft of the agreement (*Attachment #7*). The City Attorney's response is included as Attachment #8 and indicates that such agreement would need to be discussed at the first ad hoc meeting and ultimately considered by the City Council. Subsequently, the first meeting of the ad hoc was confirmed for October 28, 2016.

In addition, the City Council received correspondence from the District Manager related to the recycled water project dated October 21st (*Attachment #9*). Most of the questions referenced in the letter have already been either answered or provided to the District. Nonetheless, City staff invites dialogue and discussion in a sincere effort to move this critical project forward. Staff provided a response to the District Manager on October 27, 2017 (*Attachment #10*).

At the November 2nd City Council meeting, Staff will provide the latest status report on the Ukiah Valley Sanitation District's Litigation against the City of Ukiah related to the operation of the sanitary sewer system including an update of the ad hoc's meeting with the District.

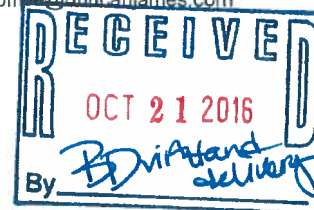
The Council may elect to discuss the matter further and, if desired, provide direction to Staff and/or consider any related action(s). As part of this agenda item, the Council does not intend to consult with legal counsel regarding the litigation itself and does not intend to waive evidentiary privileges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

DUNCAN M. JAMES
 DONALD J. McMULLEN
 CHRISTOPHER L. BROOKE
 K. J. FLAVETTA
 DOUGLAS L. LOSAK
 GINEVRA K. CHANDLER

LAW OFFICE OF DUNCAN M. JAMES

LAMBS INN
 P. O. BOX 1381
 445 NORTH STATE STREET
 UKIAH, CALIFORNIA 95482
 (707) 468-9271

FAX (707) 468-0453
 lawoffice@duncanjames.com



October 21, 2016

David J. Rapport
 City of Ukiah Attorney
 405 W. Perkins Street
 Ukiah, CA 95482

Hand Delivered

Re: *Ukiah Valley Sanitation District v. City of Ukiah*
 Sonoma County Superior Court, case number SCV 256737

Dear Dave:

There is apparently some belief that the District is newly suggesting that the proposed settlement negotiations involving the parties' respective committees and counsel be privileged and confidential. On the contrary, as you know, such a process is a fundamental aspect of any such negotiation. We have never suggested that such negotiations occur in any other form. We have discussed these very points with you directly in communicating about the anticipated settlement discussions. In my view, it makes little, if any, sense to negotiate a resolution in any other environment. It just wouldn't be productive.

As you well know, privileged or confidential negotiations (whether termed mediation or otherwise) are designed to assist effective communication between the parties in working to resolve their disputes with one another. It is particularly appropriate in situations where parties desire or need to continue their relationship after resolving their conflict. It is apparent here that the parties have been unable to effectively communicate and that they will be required to work together after this conflict is resolved, one way or the other. Further, the informality of a privileged negotiation or mediation process allows for a relatively open, unstructured meeting or series of meetings.

It is clear that resolving the parties' disputes will take numerous days, even weeks or more. The issues are not simple. As you know, privileged and confidential settlement communications creates and preserves security for the parties during their settlement negotiations. Indeed, the confidential nature of the process encourages mutual disclosure of private information (e.g. work product) and opinion in order to generate the possibility of settlement. It reassures parties that there will be no damage done to their position in litigation by what they do or say during the process. The idea is to openly and creatively explore alternatives

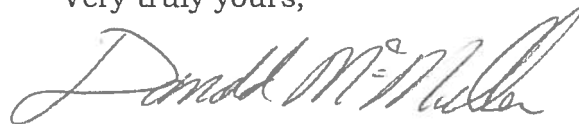
David J. Rapport
Page 2
October 21, 2016

and positions--and in fact to be concessionary-- without fear of reprisal. Privileged and confidential negotiations fosters those objectives.

In short, to proceed with the settlement negotiations we hope will be undertaken next week, it is necessary to have an executed agreement in place to ensure the process proceeds in the appropriate manner. A draft agreement is enclosed. Let me know if you desire any modification.

Alternatively, if the City refuses to make an effort to resolve the litigation with these customary procedures in place, the possibility of mediation before a neutral third party mediator, now that the matter has progressed, should be revisited. We would gladly discuss that option as an alternative if the City chooses to not move forward with the proposed settlement negotiations.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Donald J. McMullen".

DONALD J. McMULLEN

DJM/kab

cc: client by email

CONFIDENTIALITY AGREEMENT

(Settlement Discussions and Conferences of *Ukiah Valley Sanitation District v. City of Ukiah*, Mendocino County Superior Court case no. SCUk-CVC-13-63024 and related matters)

In order to promote and foster open communication, dialogue, and information/materials exchange among the parties, Ukiah Valley Sanitation District and City of Ukiah, and to facilitate resolution of their dispute, including the referenced action and matters, the parties agree to confidential settlement discussions and conferences ("mediation") as provided by law and this Confidentiality Agreement ("Agreement").

1. This mediation process is and shall be considered settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such process from later discovery and/or use in evidence. The parties and mediation participants agree that all disclosures (including, without limitation, communications, facts, arguments, offers, evidence, statements, documents, information, materials, and any other event occurring) made, disclosed, or exchanged during or as part of mediation shall be privileged, confidential, and protected from later disclosure, discovery, or use in evidence by the receiving party (collectively "Confidential Information"). Disclosure of Confidential Information is strictly prohibited.

2. The parties' sole purpose in conducting or participating in mediation is to compromise, settle, or resolve their dispute, in whole or in part.

3. Among other law, the provisions of *Evidence Code* §§ 1115 *et al.* and 1150 *et al.* apply to this mediation. THIS AGREEMENT EXTENDS TO ALL PRESENT AND FUTURE CIVIL, JUDICIAL, QUASI-JUDICIAL, ARBITRAL, ADMINISTRATIVE OR OTHER PROCEEDINGS concerning the mediated matters. The parties have agreed to conduct mediation by way of participation from a committee comprised of two board/council members for the parties, respectively, along with assistance from managers and legal counsel. The parties acknowledge that each is a governmental entity overseen by a Board or Council and that, in order to enter a settlement agreement(s) during mediation, it will require decision by each party's governing body as a whole. Therefore, to the extent it may be necessary for the parties or mediation participants to disclose Confidential Information subject to this Agreement to the whole of their governing body, the parties and participants agree, represent, and warrant that it shall only be done in a closed executive session, held pursuant to *Government Code* § 54956.9 or otherwise, to other members of the parties' Board or Council, as the case may be, and shall thereupon retain its privileged and confidential nature as provided by law and this Agreement.

4. The privileged and confidential character of Confidential Information is not altered by disclosure during the mediation. The mediation process may continue after the date appearing below. Therefore, any subsequent disclosures of Confidential Information between the parties in a continuing effort to resolve the dispute are subject to this Agreement. Accordingly, the parties waive the automatic termination provisions of *Evidence Code* §1125(a)(5).

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5. This Agreement must be signed by all parties and mediation participants, including members, staff, and attorneys, prior to participating in mediation. In the event a participant fails to sign this Agreement, it shall not in any manner whatsoever operate to waive or alter the privileged, confidential, and protected nature of the Confidential Information made or exchanged during mediation; each party warrants and represents that all participants are representatives of their respective entities and, as such, shall be and are hereby bound by the provisions of this Agreement notwithstanding the lack of any individual participant's execution of this Agreement.

6. ANY WRITTEN SETTLEMENT AGREEMENT PREPARED DURING OR AT THE CONCLUSION OF THE MEDIATION IS SUBJECT TO DISCLOSURE, and is BINDING, ENFORCEABLE, AND ADMISSIBLE to prove the existence of and/or to enforce the agreement under *Code of Civil Procedure* § 664.6, if applicable, or otherwise.

7. Because the parties are disclosing Confidential Information in reliance on this Agreement, any breach of this Agreement would cause irreparable injury for which monetary damages would be inadequate. Consequently, any party to this Agreement may obtain an injunction or sanction to prevent disclosure of any Confidential Information in violation of this Agreement.

8. Each party is represented by legal counsel, and is not relying on the representations, statements, or legal opinion of opposing counsel. If any settlement agreement is prepared, each party is advised to have the agreement independently reviewed by their own counsel before executing the agreement.

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UKIAH VALLEY SANITATION DISTRICT

Dated: October ____, 2016

James Ronco, Chair
Ukiah Valley Sanitation District Board

Dated: October ____, 2016

Robert Page
Ukiah Valley Sanitation District Board Member

LAW OFFICE OF DUNCAN

Dated: October ____, 2016

By: DUNCAN M. JAMES, Attorney for Plaintiff
UKIAH VALLEY SANITATION DISTRICT

CITY OF UKIAH

Dated: October __, 2016

Stephen G. Scalmanini
City of Ukiah Council Member/Mayor

Dated: October __, 2016

Kevin Doble
City of Ukiah Council Member

RAPPORT AND MARSTON

Dated: October __, 2016

By: DAVID RAPPORT, City Attorney
City of Ukiah

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OTHER PARTICIPANTS

Other participants should date, print their name and affiliation, and sign where indicated

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Dated: _____

Print Name: _____

Affiliation: _____

Dated: _____

Print Name: _____

Affiliation: _____

Dated: _____

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Print Name: _____

Affiliation: _____

Dated: _____

Print Name: _____

Affiliation: _____

Law Offices Of

RAPPORT AND MARSTON

An Association of Sole Practitioners

405 W. Perkins Street
Ukiah, California 95482
e-mail: drapport@pacbell.net

David J. Rapport
Lester J. Marston
Scott Johnson
Darcy C. Vaughn
Mary Jane Sheppard

Phone: (707) 462-6846
Facsimile: (707) 462-4235

October 24, 2016

VIA EMAIL (Donald@duncanjames.com)

Donald J. McMullen
Law Office of Duncan James
Lambs Inn
445 North State Street
Ukiah, CA 95482

RE: *Ukiah Valley Sanitation District v. City of Ukiah*, Sonoma County Superior Court,
Case No. SCV 256737
Our File No.: 23-94

Dear Don:

I received your letter, dated October 21, 2016. I am not the decision-maker, regarding the terms under which the City attempts to resolve its differences with the District. The City Council discussed confidentiality at its meeting on October 19, and gave direction to the ad hoc committee to meet with the District's ad hoc committee on October 28 in a private session not open to the public to discuss as a first order of business the issue of confidentiality and other terms or procedures for future meetings.

The City's ad hoc committee has been instructed to bring back recommendations for conducting negotiations with the District at the City Council's next meeting which is scheduled for November 2, 2016.

Letter to Donald McMullen
Subject: Confidentiality agreement
Date: October 24, 2016

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Let me know if you have any questions or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to read "David J. Rapport", with a stylized flourish at the end.

David J. Rapport,
City Attorney

cc: Sage Sangiacomo
Doug Crane
Kevin Doble

FRANK MCMICHAEL
District Manager/Clerk

UKIAH VALLEY SANITATION DISTRICT
151 Laws Avenue
Ukiah, California 95482
TELEPHONE AND FAX: (707) 462-4429
EMAIL ADDRESS: DM@UVSD.ORG

WEB SITE
www.uvsd.org

October 21, 2016

Mayor Steve Scalmanini
Ukiah City Council
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Dear Mayor Scalmanini and City Council Members,

On September 16, 2016 I took a hiatus from my duties as District Manager to attend to my medical needs. While I was on medical leave the subject of recycle water from the WWTP came forward as an issue between the City and District as well as the public. While the District has gleaned some information from secondary sources (as described below), the Board has never been approached in any official manner as to the District's interest in participating with the City in some way regarding this important issue. Upon my return from medical leave, I thought that it would be appropriate that I seek further information and understanding so that I could better advise my Board about the proposed recycle water project. And, perhaps that understanding would allow the two agencies to find a cooperative way to address this issue. My below comments and questions are for that purpose.

It is my understanding that on several occasions while I was gone that the District expressed a willingness to meet with the City and the State Water Resources Control Board representatives regarding the City of Ukiah's application for purple water loans and to work in good faith with the City and State to reasonably resolve any concerns within our control that might inhibit funding. This was done through oral communications and in written form (I refer the Council, for example, to UVSD's attorney's September 20, 2016 and October 4, 2016 letters). However, to date, the District has not been contacted by the City or State to undertake those discussions. Perhaps the City intends to use our planned negotiations as a platform to start that process with the state, but we remain unclear on the City's intent on that point.

Interaction with the State on this matter is not something the District can initiate. The City, alone, applied to the State for the loans and grants. The District was never asked to be a party to those applications so it has no standing to initiate discussions relating to the terms of the loans. That said, the District remains willing to engage in the discussion process, if the City desires. It has been several weeks or more since the District conveyed its willingness to work with the State and City on this issue. We would appreciate an update or at least some communication on the matter.

BOARD OF DIRECTORS

ROBERT PAGE
VICE-CHAIR

JAMES RONCO
CHAIR

KENNETH MARSHALL
DIRECTOR

TRAVIS FORRESTER
DIRECTOR

THERESA MCNERLIN
DIRECTOR

Based on communications that the District's attorneys have had with the State Water Resources Control Board's attorney, the District was advised that:

1. The City's attempt to obtain purple water loan funding is still in the negotiation stage with the State (in other words, the District's lawsuit is just but one of multiple issues being addressed before the loan is even approved);
2. The City chose to offer the overall wastewater system revenue stream as security for the loans, which includes District funds, without first discussing the matter with the District or seeking its approval to pledge its revenue as security for the loan; and
3. There is no year end deadline.

Has there been any changes to that advisory from the State? Did the City offer to pledge the District's revenue as security for the loan? Also, please explain how the City could pledge the District's revenue without the District's permission?

The District also previously mentioned several issues and posed several questions about the purple water program. Those issues have not been addressed nor the questions answered. As these matters impact the District and the entire wastewater system and all rate payers, we would appreciate responses. Those questions include:

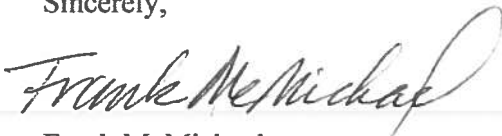
1. Does the City intend to seek contribution or charge the District in some manner for an allocated share of the purple water infrastructure or operating costs, including any increased treatment costs due to the recycled water process?
2. If so, does the City intend to share revenue from the purple water program with the District or does the City claim all rights to the recycled water, including its revenue, as previously claimed? (I refer the Council to former Mayor Rodin's letter of October 13, 2011, that was attached to our attorney's letter of September 20, 2016)
3. Mr. White's April 2016 presentation to the District Board indicated that the City already had obtained funding through loans (\$25,564,000) and grants (\$2,090,191 and \$9,996,000) for the purple water program and intended to seek additional funding from both sources (I refer the Council to Mr. White's power point presentation that was attached to our attorney's letter of September 20, 2016). Apparently, contrary to Mr. White's representations to the District Board, the City did not in fact receive the loans. However, no representative from the City has attempted to make the record straight on the grant status or additional funding, so the District remains unclear. Therefore, the District asks:
 - a. Has the City received the grant money or commitment for funding?
 - b. Is receipt of the grant money conditioned on anything?
 - c. Have the additional loans and grants been applied for and, if so, what are the amounts and what is the status of those funding efforts?
4. Further, it is the District's understanding from Mr. White's presentation that the proposed purple water project would only allow for use of a portion of the treatment plant's treated discharge. So that the District Board can be better informed:
 - a. How does the City propose to deal with discharge of the remaining water?
 - b. As you know, the State Water Resources Control Board placed a cease and desist order on further discharge from the plant because of nitrate and ammonia issues. If the intent is to discharge the remaining water into the Russian River, how does the City propose to handle the state's restrictions relating to the nitrate and

ammonia issues? If the intent is to otherwise discharge the remaining water, how and where does the City plan on doing that?

- c. Also, we understand the recycled water will be used on farms, parks, the golf course, etc. Since the need for water is greater in the warmer months than wetter months, what does the City intend to do with the plant's treated discharge in the wet months when the warm weather customers presumably can't use all or a portion of their contracted amount?
5. It is apparent from the Council's October 19, 2016, agenda (Agenda Summary Report for item 3.b.) that the District's lawsuit (and the City's counter lawsuit) is NOT the only thing holding up funding of the loan by the state. Therefore:
 - a. What other matters are holding it up?
 - b. What contingencies or conditions has the state placed on funding the loan or indicated will be conditions of funding the loan?
6. Finally, your agenda states that the loan funding will also be conditioned on an agreement between the City and District concerning the purple water program (last sentence of the first paragraph of page two of the summary report indicated above). The City applied for the loan in November 2015. In April of this year, the City made a presentation to the District Board regarding purple water and counter sued the District in June. The City's counter lawsuit was the first time the District was informed that the lawsuit impacted the purple water loan. Equally confounding, the noted October 19, 2016 agenda item for the City Council is the first time the District became aware that an agreement between the District and the City on the purple water project is a condition of funding. Only by reading the Council's agenda packet did we become aware of this. There had been no communication from the City about this need. Therefore,
 - a. Why did the City not indicate to the Board during the April presentation that the lawsuit impacted the loans from the State and why was the Board not informed that an agreement between the City and the District was a condition of funding?
 - b. Why did the City wait until nearly one year after it applied for the loan to indicate to the Council and the public that the District's involvement or agreement on the project was required when the agreement was a condition of the loan?
 - c. Exactly what type of agreement does the state need or find acceptable?

Again, the District would appreciate responses to these questions so we may understand the impact on the District and plan accordingly. Certainly, we all need to be fully informed about these matters in order to work cooperatively and move forward with the best interests of our rate payers in mind.

Sincerely,



Frank McMichael
District Manager



October 27, 2016

Frank McMichael, District Manager
Ukiah Valley Sanitation District
151 Laws Avenue
Ukiah, CA 95482

SENT BY EMAIL (dm@uvsd.org) AND REGULAR MAIL

Re: Questions regarding recycled water project funding

Dear Frank:

I am responding to your letter because the City Council will not meet until November 2, 2016, and I want to respond to your questions as quickly as possible. I welcome your questions and hope to continue this discussion in an open and transparent manner so that the ratepayers in the District and the City have an opportunity to be informed about these decisions that will have a major impact on them and their sewer rates.

I have seen the letters written by the District's lawyers offering to meet and discuss possible solutions to the barrier the District's lawsuit has created, jeopardizing the receipt of the low interest loan and grant which has been reserved for the City's four phased recycled water project ("Project"). The City appreciates the District's apparent willingness to discuss the problem. The City does anticipate that this would be a first order of business for the City and District ad hoc committees, once they agree on the terms for conducting negotiations. However, the City's request that the District dismiss its lawsuit and focus, instead, on attempting to resolve its disagreements with the City through negotiations, was not proposed primarily because of the lawsuit's impact on the Project. That is certainly an important and unfortunate consequence of the litigation, but the City never proposed that the District dismiss its lawsuit until the loan was finalized and, then, refile it. Instead, the City proposed dismissing the lawsuit to focus the time and expense consumed by the litigation on resolving the District's disputes with the City. Since neither City nor District ratepayers were consulted before the District filed the lawsuit or about the District's long-term plans for providing sewer service in the Ukiah Valley, the City Council believes those negotiations should be open to the public and should produce frequent reports to City and District ratepayers on their progress.

Your letter suggests that the District Board has been ignored and not kept informed as the Project was developed. However, the City has included the District since the project's inception. The District participated in the preparation of the original RFP for the master plan of the system, helped select the

current engineering consultant, and has received staff presentations at major milestones, including the recent acknowledgement of the City's eligibility for Proposition 1A funding.

To clarify the status of the City's application for Project funding, the City has expended over \$1 million of City funds to obtain the engineered plans for the Project, certified a mitigated negative declaration under CEQA and submitted its application for \$25,564,000 from the Clean Water State Revolving Loan Fund (CWSRF) and \$9,996,000 in grants from the Water Recycling Funding Program (WRFP) to construct Phases 1-3 of the Recycled Water Project.

According to the Program Manager for the CWSRF loan and WRFP grant programs, the WRCB has received a complete funding package from Ukiah as shown on the Table.¹ Ukiah's Project qualifies for 1% financing and is also eligible for Prop 1 grant funding. Both funds, however, are obligated at time of contract. The District's lawsuit currently prohibits WRCB from completing its Legal and Financial Reviews. Both of these reviews are at a point that they need this issue to be resolved to complete their assessment. Once the sewer fund is secure without the burden of the lawsuit, WRCB has the numbers it needs to finalize its financial review. Its legal staff will also need to complete its review. With financial and legal approval, management will likely authorize preparation of the contract. In summary, the lawsuit has WRCB on hold.

As currently submitted to WRCB, the Project is proposed as a wastewater treatment rather than a water project to be funded by the wastewater system. Based on several communications on behalf of the District Board, the City assumed that the District would not approve participating in the funding. As a result, it adopted a Pledge Resolution as part of its application to the WRCB which only pledged to repay the loan funds in Account No. 830, which is a City-only wastewater system capital project fund. However, since the District's lawsuit will prevent finalizing the loan unless the City and the District can reach an agreement satisfactory to the WRCB, the City would like to include in those negotiations a discussion of District participation in the repayment of the loan. The Project clearly benefits both City and District ratepayers.

As a matter of law, the City owns the recycled water produced by the WWTP, but if recycled water is produced by the WWTP and financed jointly by the City and the District, any revenue produced from the sale of recycled water would be credited to the sewer system and shared by the City and the District. When Rick Kennedy was the District Manager, the District Board understood that the recycled water system is unlikely to produce significant revenue in comparison to Project costs and that the primary benefit of the system is to the wastewater system by providing an alternative to direct discharge to the Russian River. (See below answering your questions concerning how the Project will avoid these discharges.)

¹WRCB posts on its website all of the recycled water applications it has received and the requested funding amount and sources. One application allows WRCB to provide available funding from multiple loan and grant sources. The Table is posted at http://www.waterboards.ca.gov/water_issues/programs/grants_loans/docs/appstatusweb.pdf.

At your April 16th meeting Mr. White explained how the City is proposing to deal with all of the issues raised in Question 4 (UVSD video @ minutes 26-35). At that time, he explained that the proportionality of discharge, percolation, and reclamation as well as storage requirements were yet to be determined. He stated that these calculations were the subject of a forthcoming "water balance study" that was to be conducted by Carollo Engineers. Since that time, the water balance has been completed and Mr. White has offered to present its results to the Board at a subsequent meeting, but the UVSD Board declined his offer. Staff remains available to present and discuss at the request of the District.

The completed water balance shows that Phases 1-3 of the recycled water system will reduce the need for river discharge by 60%, and the addition of Phase 4 will reduce the need to discharge approximately an additional 20% for a total reduction of nearly 80%. The City plans to seek funding for Phase 4 as Phases 1-3 are being constructed. Mr. White also explained that the City's approach for handling the remaining 20% will be to reduce the amount of inflow to the plant by addressing Infiltration and Inflow (I&I) (see UVSD video @ 27:11). In regards to disparity in the timing between inflow and irrigation demand, Mr. White explained that a major component of the project is the creation of storage (see UVSD video @ 25:40 and 31:58). Implementation of Phases 1-3 will require the construction of 66 MG of additional storage.

Item 6 in your letter asks three questions: (1) why Mr. White didn't tell the District Board about the impact of the litigation on the Project loan as part of his presentation to the Board in April 2016, (2) why the City waited a year to indicate that an agreement with the District was a loan requirement, and (3) what type of agreement is acceptable.

The short answers are (1) the City was not told definitively by WRCB staff until June 28, 2016, that the WRCB could not enter a loan agreement as long as the District's lawsuit was pending and specifically its cause of action to rescind the Participation Agreement and the Financing Agreement, (2) the City didn't know it would need an agreement with the District until after June 28, 2016, and (3) a City/District agreement must provide assurances to the WRCB that the District lawsuit will not jeopardize the City's financial ability to repay the loan.

Given your questions concerning how promptly the City has alerted the District to the impact of the lawsuit on the Project funding, I would also note parenthetically that according to your letter, the District learned of this problem from the City's cross-complaint, filed on June 30, 2016, but the District did not offer to seek a resolution of this problem until Don McMullen wrote his letter to the City Council on September 20, 2016. I would urge the District to begin focusing on solving problems in the future rather than devoting so much effort to assigning blame for decisions that were made in the past.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Sage Sangiacomo".

Sage Sangiacomo, City Manager

CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
August 15, 2016
5:30 p.m.

JOINT MEETING WITH THE UKIAH VALLEY SANITATION DISTRICT

1 & 2. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met for a Special Meeting on August 15, 2016, which was legally noticed on August 12, 2016, Mayor Scalmanini called the meeting to order at 5:30 p.m. Roll was taken with the following **Present:**

City Councilmembers: Douglas Crane, Maureen Mulheren, Kevin Doble, Vice Mayor Jim O. Brown, and Mayor Stephen G. Scalmanini.

City Staff: Sage Sangiacomo, City Manager; David Rapport, City Attorney; Sean White, Water and Sewer Director; Jarod Thiele, Public Works Analyst; and Ashley Cocco, Deputy City Clerk.

Ukiah Valley Sanitation District (UVSD) Directors: Travis Forrester, Director; Theresa McNerlin, Director; Ken Marshall, Director; Vice-Chair Robert Page; and Chair James Ronco.

UVSD Staff: Frank McMichael, District Manager.

3. PUBLIC COMMENT

Theresa McNerlin

4. NEW BUSINESS

a. Comments, Discussion and Consideration of the Fiscal Year 2016-2017 Wastewater System Budget and Process

b. Possible Adoption of a Resolution Continuing the FY 2016-2017 Joint Waste Water System Process

Presenter: Sage Sangiacomo, City Manager

Motion/Second: Crane/Doble to adopt a continuing budget resolution (*Resolution No. 2016-47*), as amended. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

UKIAH VALLEY SANITATION DISTRICT

(5b) NEW BUSINESS - Consider Approval of UVSD Resolution 2016-03 to Continue the Fiscal Year 2016-2017 Joint Wastewater System Budget Review Process and Possible Approval until after August 15, 2016.

Motion/Second: McNerlin/Page to adopt a continuing budget resolution (*Resolution 2016-03*). Motion **carried** by the following roll call votes: AYES: McNerlin, Page, Marchall, Forrester, and Chair Ronco. NOES: None. ABSENT: None. ABSTAIN: None.

5. ADJOURNMENT

There being no further business, the meeting adjourned at 5:46 p.m.

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
October 19, 2016
6:00 p.m.

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

Ukiah City Council met at a Regular Meeting on October 19, 2016, having been legally noticed on October 13, 2016. Mayor Scalmanini called the meeting to order at 6:01 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Maureen Mulheren, Kevin Doble, Jim O. Brown, and Stephen G. Scalmanini. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Ashley Cocco, Deputy City Clerk.

MAYOR SCALMANINI PRESIDING.

3. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**

a. Proclamation of the Ukiah City Council in Recognition of the Centennial Celebration of Mr. Donald Rones Sr. and His Many Years of Service to Our Community – Administration.

Presenter: Vice Mayor Brown.

City Manager Sangiacomo read a statement from Julie Dunn into the record, honoring Mr. Rones.

Public Comment and Proclamation received by: Mr. Donald Rones Sr.

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

Presenter: Sage Sangiacomo, City Manager.

Public Comment: Don Crawford, Faye Hefty, and Louis Eriksen.

Council Consensus directs staff to notice Ukiah Valley Sanitation District negotiation meetings in all cases except for when confidentiality is necessary for litigation purposes. Direction given for the UVSD Mediation Ad-hoc (Councilmembers Crane and Doble) to report back to Council regarding the negotiation meeting on the 28th at the Regular Council Meeting, November 2, 2016.

RECESS 7:05 to 7:10 P.M.

4. **PETITIONS AND COMMUNICATIONS**

5. **APPROVAL OF MINUTES**

a. Minutes of October 5, 2016, a Regular Meeting – City Clerk.

Public Comment:

Motion/Second: Crane/Doble to approve Minutes of October 5, 2016, a Regular Meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Crane, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: Mulheren.

6. **RIGHT TO APPEAL DECISION**

7. **CONSENT CALENDAR**

a. Report of Disbursements for the Month of September – *Finance*.

~~b. Consideration and Possible Adoption of Resolution Establishing a Uniform Process of Minute Taking and Meeting Recordation for all City Boards and Commissions – City Clerk. Pulled by Mayor Scalmanini and moved to Agenda Item 13b.~~

c. Approve a Budget Amendment to Account #22020200.80100 in the Amount \$8,808.16, and Approve the Purchase of Forty Portable Radios from Motorola Solutions, Inc. in the Amount of \$68,808.16 – *Police*.

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

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

9. **COUNCIL REPORTS**

Presenters: Councilmembers Doble and Mulheren, Vice Mayor Brown, and Mayor Scalmanini.

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

Presenters: Sage Sangiacomo, City Manager and Ashley Cocco, Deputy City Clerk.

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

a. Discussion and Possible Adoption of a Negative Declaration and Discussion and Possible Introduction of a Marijuana Dispensary Ordinance Amending Chapter 8 in Division 6; Table 3 in Section 9223.1 of Article 18, Chapter 2 in Division 9; and Section 9254 in Article 19, Chapter 2 in Division 9 of the Ukiah City Code, Entitled “Medical Marijuana Dispensaries” – *Planning*.

Presenters: Kevin Thompson, Interim Planning Director and Darcy Vaughn, Assistant City Attorney.

PUBLIC HEARING OPENED AT 7:18 P.M.

Public Comment: Tom Fletcher, Jason Brenner, Frank Johnson, Deborah Edelman, Chris Watt, Mary McClanahan-Calvert, Ross Liberty, Steely Inoue, Tom Fletcher (speaking a second time), and Robert Luna.

PUBLIC HEARING CLOSED AT 8:31 P.M.

Motion/Second: Crane/Brown to continue this item to November 16, 2016. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

12. **UNFINISHED BUSINESS**

a. Approval of Notice of Completion for the Installation of New Well 9 and Replacement Well 4, Specification No. 16-01 – *Public Works*.

Presenters: Sean White, Director of Water and Sewer and Jarod Thiele, Public Works Management Analyst.

Motion/Second: Crane/Doble to accept the work as complete and direct the City Clerk to file the Notice of Completion with the County Recorder for the Installation of New Well 9 and Replacement Well 4, Specification 16-01. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

b. Approve Plans and Specification for 2016 Sewer & Water Replacement Project, Specification No. 16-10 and Direct Staff to Advertise for Bids – Public Works.

Presenters: Tim Eriksen, Public Works Director/City Engineer and Jarod Thiele, Public Works Management Analyst.

Motion/Second: Crane/Brown to approve plans and specifications for the 2016 Sewer & Water Replacement Project, Specification No. 16-10 and direct staff to advertise for bids. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

c. Fiscal Year 2017-18 Budget Development Schedule – Finance.

Presenters: Daniel Buffalo, Finance Director and Daphne Harris, Management Analyst.

Motion/Second: Crane/Doble to accept the budget development and adoption schedule for the 2017-18 fiscal year. Motion carried by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

13. NEW BUSINESS

a. Update on Sustainable Groundwater Management Act (SGMA) – Public Works.

Presenter: Sean White, Director of Water and Sewer.

Report received.

b. Consideration and Possible Adoption of Resolution Establishing a Uniform Process of Minute Taking and Meeting Recordation for all City Boards and Commissions – City Clerk. From Consent Calendar Item 7b.

Presenter: Sage Sangiacomo, City Manager

Motion/Second: Crane/Brown to adopt the resolution (*Resolution No. 2016-58*) that establishes the Action Minute style of taking minutes in conjunction with a digital audio or digital audio-video recording for the official recordation of the City Council and all City Boards and Commissions. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 10:46 P.M.

14. CLOSED SESSION

a. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to Cal. Gov't Code Section 54956.9(d)(2) Number of potential cases (1) (Landfill)

b. 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. SCUUK- CVPT-15-66036

c. 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

d. 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. SCUUK-CVG-11-59459

e. 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. SCUUKCVPT 14-63579

f. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: 429 South Dora St. Ukiah, CA 95482

Negotiator: Sage Sangiacomo, City Manager

Negotiating Parties: City of Ukiah and Ukiah Unified School District

Under Negotiation: Price & Terms of Payment

15. ADJOURNMENT

There being no further business, the meeting adjourned at 10:59 p.m.

Ashley Cocco, Deputy City Clerk



ITEM NO.: 7a

MEETING DATE: November 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: CONSIDERATION AND POSSIBLE APPROVAL TO AUTHORIZE CITY MANAGER TO RENEW LEASE AGREEMENT FOR OFFICE AND WAREHOUSE SPACE LOCATED AT 185 MASON STREET FOR PARK OPERATIONS FACILITY

Summary: For the past six years the City has leased a small office and warehouse located at 185 Mason Street for the Parks Division operations. The building includes a space for staff meetings, a restroom, a small office and a warehouse that is approximately 1,500 square feet. There is also a small fenced yard space which is secured and has limited parking for service trucks. This location provides the minimum amenities needed for a reasonable price.

Background: In May 2010, Council authorized the City Manager to negotiate and execute a lease agreement. The terms of the lease included a one-year term with a one-year renewal. In May 2012 Council authorized the City Manager to execute additional renewals on an annual basis, and one-year addendums have been executed with the most current terminating on May 31, 2016. The original lease and addendums are included as Attachment #1 for your reference.

Discussion: Staff continues to feel that this location is the most suitable and cost-effective option for a park maintenance facility at this time. The property is centrally located in Ukiah and will continue to provide the adequate facilities needed to facilitate the efficiency of the Parks Division. Moreover, the City has modified the space with phone lines, computer access, security systems; relocating would require staff time and resources. The current lease is between John Chan and the City of Ukiah, the new Lease will be between Judy Chan and the City of Ukiah.

Staff is asking Council to authorize the City Manager to negotiate a lease agreement with Judy Chan for Office and Warehouse space located at 185 Mason Street for the Parks Division operations with a monthly rent of \$1,365 with the option to extend the lease each year for up to ten years with no more than an increase of 1.5% per 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.
\$16,380	N/A	10022100-5260	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Authorize the City Manager to renew lease agreement for office and warehouse space located at 185 Mason Street for park operations facility.

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: N/A
Prepared by/Contact: Tami Bartolomei, Community Services Administrator
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Tami Bartolomei, Community Services Administrator
Attachment: 1. Past Lease Agreement and addendums

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
Sage Sangiacomo, City Manager

04-30-'14 08:22 FROM-City of Ukiah

707-463-6740

T-672 P0002/0002 F-122

LEASE ADDENDUM

The lease ("the Lease") dated June 25, 2010, between John Chan ("Lessor"), with his principal place of business located at PO Box 154, Ukiah, California 95482, and the City of Ukiah ("Lessee") with its principal place of business located at 300 Seminary Ave., CA. 95482 ("Lease"), effective June 01, 2014, is amended as follows.

2. **Term.** The term of the Lease is extended for a period of one year, beginning on June 1, 2014, and ending on May 31, 2015 ("the Extended Term"), provided, however, that during the Extended Term either Lessor or Lessee may terminate the Lease by giving the other party written notice of termination not less than ninety (90) days before the termination date specified in the notice.

4. **Rent.** The Rent for the Extended Term shall be \$ 1,300 per month, due and payable on the first Friday of every month, and considered delinquent, if not received by Lessor by the 10th day of the month.

This is the fourth addendum to the Lease. All other terms of the Lease, except for paragraphs 2 and 4, as revised above, remain unchanged and in full force and effect.

Should both parties agree to extend the lease for the next additional one year term, commencing on June 1, 2015 and terminating on May 31, 2016, the monthly rent for that additional one year term shall be \$1365, an increase of 5%.

LESSORBy: John ChanName: JOHN CHAN

Its: _____

LESSEEBy: Jane ChambersName: JANE CHAMBERSIts: City Manager

LEASE ADDENDUM

The lease ("the Lease") dated June 25, 2010, between John Chan ("Lessor"), with his principal place of business located at PO Box 154, Ukiah, California 95482, and the City of Ukiah ("Lessee") with its principal place of business located at 300 Seminary Ave., CA. 95482 ("Lease"), effective 5/21/, 2013, is amended as follows.

2. **Term.** The term of the Lease is extended for a period of one year, beginning on June 1, 2013, and ending on May 31, 2014 ("the Extended Term"), provided, however, that during the Extended Term either Lessor or Lessee may terminate the Lease by giving the other party written notice of termination not less than ninety (90) days before the termination date specified in the notice.

4. **Rent.** The Rent for the Extended Term shall be \$ 1,300 per month, due and payable on the first Friday of every month, and considered delinquent, if not received by Lessor by the 10th day of the month.

This is the third addendum to the Lease. All other terms of the Lease, except for paragraphs 2 and 4, as revised above, remain unchanged and in full force and effect.

LESSOR

By: John Chan
Name: JOHN CHAN
Its: _____

LESSEE

By: Jane Chambers
Name: JANE CHAMBERS
Its: _____

LEASE ADDENDUM

The lease ("the Lease") dated June 25, 2010, between John Chan ("Lessor"), with his principal place of business located at PO Box 154, Ukiah, California 95482, and the City of Ukiah ("Lessee") with its principal place of business located at 300 Seminary Ave., CA. 95482 ("Lease"), effective 6-1, 2012, is amended as follows.

2. **Term.** The term of the Lease is extended for a period of one year, beginning on June 1, 2012, and ending on May 31, 2013 ("the Extended Term"), provided, however, that during the Extended Term either Lessor or Lessee may terminate the Lease by giving the other party written notice of termination not less than ninety (90) days before the termination date specified in the notice.

4. **Rent.** The Rent for the Extended Term shall be \$ 1,300 per month, due and payable on the first Friday of every month, and considered delinquent, if not received by Lessor by the 10th day of the month.

This is the ^{second} ~~first~~ addendum to the Lease. All other terms of the Lease, except for paragraphs 2 and 4, as revised above, remain unchanged and in full force and effect.

LESSOR

By: John Chan
Name: John Chan
Its: _____

LESSEE

By: Jane Chambers
Name: Jane Chambers
Its: _____

LEASE ADDENDUM

The lease dated June 25, 2010, between John Chan ("Lessor"), with his principal place of business located at PO Box 154, Ukiah, California 95482, and the City of Ukiah ("Lessee") with its principal place of business located at 300 Seminary Ave., CA. 95482 ("Lease") is amended as follows.

2. **Term.** The term of the Lease is extended for a period of one year, beginning on June 1, 2011 and ending on May 31, 2012.

4. **Rent.** The Rent shall be \$ 1,300 per month, due and payable on the first Friday of every month, and considered delinquent, if not received by Lessor by the 10th day of the month.

All other terms of the Lease, except for paragraphs 2 and 4, as revised above, remain unchanged and in full force and effect.

LESSOR

By: John Chan
Name: JOHN CHAN
Its: _____

LESSEE

By: Jane Chambers
Name: Jane Chambers
Its: City Manager

LEASE

This Agreement is entered into this 25 day of June, 2010, in Ukiah, California, by and between JOHN CHAN ("Lessor"), with his principal place of business located at PO Box 154, Ukiah, California 95482, and the City of Ukiah ("Lessee") with its principal place of business located at 300 Seminary Ave., CA. 95482. Lessor and Lessee shall hereinafter collectively be referred to as the "Parties".

1. **Lease of Premises.** Lessor hereby agrees to lease to Lessee and Lessee agrees to lease from Lessor the facilities located at 185 Mason, Ukiah, CA 95482, including office, store-front, warehouse and fenced outdoor area.
2. **Term.** The term of this Lease shall be for a period of one year, beginning on June 1, 2010 and ending on May 31, 2011. Written notice must be given prior to the expiration of the current term to renew for a second one year term. At the commencement of each subsequent year the rent shall be increased at a rate not to exceed 5%. If the notice is given less than 30 days prior to the expiration of the term, the lease shall be extended to and shall expire 30 days after said notice is given.
3. **Holding Over.** Any holding over at the expiration of this Lease may only occur with the express, written consent of Lessor and shall constitute a month-to-month tenancy at a monthly rent equal to that paid during the last month of the Lease term before expiration of the Lease, payable in advance, and otherwise subject to the terms of this Lease. Either party may terminate any such tenancy by giving the other party thirty (30) days written notice. Any other holding over shall constitute an unlawful detainer on the part of the Lessee.
4. **Rent.** A Deposit Payment of \$1,500 will be paid by the Lessee. The value for rent is \$1,400 per month, however, the Lessee will provide some small improvements to the facility which will provide for a reduction in rent. The Rent shall be \$ 1,300 per month, due and payable on the first Friday of every month, and considered delinquent, if not received by Lessor by the 10th day of the month.
5. **Utilities.** Lessee agrees to pay all charges for all utilities, including electricity, gas, water, sewer, garbage disposal, and telephones, used in or on the Premises or charged in connection with Lessee's use of the Premises. Lessee shall make payments for the foregoing directly to the utility companies. Any failure of Lessee to maintain said utilities at the Premises shall be a material breach of this Lease. All garbage and rubbish is to be placed in garbage receptacles approved by Lessor. Receptacles are to be placed at a central location as directed by Lessor.
6. **Use of Premises.** Lessee is leasing the Premises as an office/warehouse for Lessee's Parks Department and uses reasonably related thereto. Lessee may not use the Premises or permit the Premises to be used for any other purpose. Lessee shall obtain any and all permits and licenses required by applicable law to engage in the activities on the Premises contemplated under

this Lease. Lessee shall not do or permit anything to be done in or about the Premises that will, in any way, obstruct or interfere with the rights of other occupants of the property or of neighboring buildings, injure or annoy them, or use or allow the Premises to be used for any improper or unlawful purpose. Lessee shall not cause, maintain, or permit any nuisance in, on, or about the Premises, or commit any waste in or on the Premises. Lessee shall not do or permit anything to be done in or about the Premises or bring or keep anything in the Premises that will in any way increase the existing rate of or affect any fire or other insurance on the Premises or any personal property therein, or cause a cancellation of any insurance policy covering the Premises, any part of it, or any personal property therein. Lessee shall not use the Premises in any manner that violates Federal law, State law, or any other law applicable to the Premises.

7. **Maintenance and Repair.** The rights and responsibilities of Lessor and Lessee with respect to the condition of the Premises are as follows:

- (a) Lessee at its own cost and expense, shall put and maintain the Premises in a safe and sanitary condition, and in good condition and repair, and shall comply with all laws, ordinances, and regulations pertaining to the condition of the Premises. Lessee shall remedy, at Lessee's own cost and expense, any deteriorations of or injuries to the Premises occasioned by Lessee's use of the leased premises. If Lessee fails to maintain the Premises as required herein or to promptly repair any damage to the Premises, Lessor may, but is not required, to provide such maintenance or make such repairs and charge the costs thereof as additional rent hereunder. Lessee shall also be responsible for the store front glass.
- (b) Lessee acknowledges that it has inspected the Premises, including all equipment and personal property subject to this Lease, and agrees that they are in good condition and good working order.

Lessee shall make no alterations to the Premises without the prior written consent of Lessor. Any alteration made to the Premises by Lessee after Lessor's consent has been given and any fixtures installed as a part of that work will, at Lessor's option, become the Lessor's property on the expiration or termination of this Lease. Provided, however, that Lessor shall have the right to require Lessee to remove any such fixtures at Lessee's cost on expiration or termination of this Lease.

8. **Entry and Inspection.** During the term of this Lease, Lessor may enter the Premises only under the following circumstances:

- (a) In case of emergency.
- (b) To inspect the premises during normal business hours and upon reasonable prior notice to Lessee;
- (c) To make necessary or agreed repairs, alterations, or improvements; to

supervise or inspect work performed by Lessee; to inspect the condition of the Premises; supply necessary or agreed services; or to exhibit the Premises to prospective or actual purchasers, mortgagees, lessees, workers, contractors, or government agencies.

(d) If Lessee abandons or surrenders the Premises.

(e) Pursuant to Court order.

11. **Damage to Premises.** Within 48 hours of its occurrence, Lessee shall notify Lessor of any damage or accident occurring on the Premises.

Subject to the limitations set forth in this Paragraph, if, at any time during the term of this Lease, the Premises are damaged or destroyed by fire or any other casualty covered by Lessor's fire and extended coverage insurance, Lessor shall promptly repair, rebuild, or restore the Premises to substantially the same condition as was originally delivered to Lessee under this Lease. Notwithstanding the foregoing, Lessor shall not be obligated to expend for repairs or rebuilding an amount in excess of the net insurance proceeds recovered by Lessor for damage to the Premises. "Net insurance proceeds" means the total amount of proceeds recovered and attributable to the Premises, less any expenses incurred by Lessor in recovering the proceeds. Lessor shall commence repair, restoration, or rebuilding work, as appropriate, not later than 60 days after the occurrence of the event causing damage or destruction, and shall cause construction to be completed not later than one year after the occurrence of the event causing damage or destruction. If Lessor does not commence or complete construction within the time periods described in this paragraph, Lessee shall have the right to terminate this Lease by giving Lessor written notice within 10 days after expiration of the applicable time period.

Lessor shall have the right to terminate this Lease and shall have no obligation to repair, restore, or rebuild the Premises under any of the following circumstances:

(a) The Premises are damaged or destroyed by a casualty not covered by Lessor's insurance.

(b) The Premises is damaged or destroyed by any cause and the cost of repair, restoration, or rebuilding exceeds a total of 85 percent of the then-replacement cost of the building.

(c) At least 50 percent of the gross leasable floor area of the Premises is destroyed or damaged by any cause.

(d) The Premises are damaged in whole or in part by any cause during the last three months of the term of this Lease.

If Lessor elects to terminate this Lease under any of the above circumstances, Lessor shall give written notice to Lessee not later than 30 days after occurrence of the casualty. Such notice shall set forth the date on which the termination is to be effective. That date shall be not less than

30 days, nor more than 60 days, after the date of the termination notice. If the type of partial or total destruction described in Subparagraph (d) of this paragraph occurs, Lessee shall have the same right as Lessor to terminate this Lease, subject to the same notice requirements, provided that Lessee gives its notice of termination prior to the time Lessor commences repairs to or restoration of the Premises.

If this Lease is not terminated pursuant to the provisions of this paragraph, Lessor's obligation to repair and rebuild is limited to construction of the perimeter walls, floor, ceiling, and roof of the Premises, and excludes any interior finishing and the store-front for the Premises. The Premises as completed by Lessor shall contain approximately the same amount of gross floor area as existed prior to the damage or destruction. Lessee must, at his own cost and expense, repair and rebuild the Premises to the extent not repaired or rebuilt by Lessor, in accordance with plans and specifications approved by Lessor and in accordance with all applicable building codes. Lessee shall commence its repair and rebuilding and diligently pursue the work to completion promptly after receiving written notice from Lessor that Lessor has completed its repair and rebuilding obligations. All such repairs must be completed within 90 days of receipt of such notice.

All insurance proceeds payable with respect to the Premises shall belong to and be payable to Lessor. If Lessor does not elect to terminate this Lease, the insurance proceeds shall be disbursed in the following order: first, to Lessor's cost of rebuilding or restoration; second, to Lessee's cost of rebuilding or restoration, excluding costs covered by Lessee's insurance and also excluding the cost of any Lessee trade fixtures or stock in trade; and third, to Lessor, as Lessor's sole property. No amount shall be paid to Lessee until after the completion of Lessee's work and the expiration of the period during which a mechanic's lien arising from Lessee's work could be filed.

11. **Hazardous Materials.** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are stored and handled in compliance with all environmental laws. As used in this paragraph, hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee shall be responsible for the cost of removal of any toxic contamination caused by Lessee's use of the premises:

Insurance and Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the Premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claim or claims. Lessee shall, at his own cost and expense, cover the Premises under its Memorandum of Coverage from the Redwood Empire Municipal Insurance Fund and name Lessor as an additional covered party under that memorandum.

12. **Abandonment of Premises.** Lessee shall not vacate or abandon the premises during the term of this Lease. If Lessee does abandon or vacate the premises or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.

13. **Trade Fixtures.** Any and all improvements made to the premises during the term of this Lease shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his or her trade fixtures, but shall pay for all costs necessary to repair any damage to the premises occasioned by the removal.

14. **Assignment and Subletting.** Lessee shall not assign this Lease or sublet all or any portion of the Premises unless Lessee first obtains the written consent of Lessor. The consent of Lessor to any one assignment or subletting shall not be deemed to be a consent by Lessor to any subsequent assignment or subletting. Any assignment or subletting without Lessor's prior written consent shall be void and, at Lessor's option, be deemed a material breach of this Lease. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

15. **Lessor's Transfer of Title.** In the event of a transfer of Lessor's title to or interest in the Premises during the term of this Lease, Lessee agrees that the grantee of such title or interest shall be substituted as the Lessor under this Lease, and the original Lessor shall be released of all further liability; provided that all deposits will be transferred to the grantee.

16. **Estoppel Certificate.** Upon 10 days' prior written notice from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing: "1) certifying that this Lease is unmodified and in full force and effect "or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and "2) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.

At Lessor's option, Lessee's failure to deliver such statement within the time period set forth above shall be a material breach of this Lease or will be conclusive upon Lessee: "1) that this Lease is in full force and effect, without modification except as may be represented by Lessor, "2) that there are no uncured defaults in Lessor's performance; and "3) that not more than one month's rent has been paid in advance.

If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received

by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

17. **Default.** Lessor and Lessee agree that every condition, covenant, and provision of this Lease is material and reasonable. Any breach by Lessee of a condition, covenant, or provision of this Lease shall constitute a material breach. For any material breach by Lessee, Lessor may serve upon Lessee a written ten-day notice that describes the breach and demands that Lessee cure the default "if a cure is possible). If Lessee does not cure the default within the ten days, or if a cure is not possible, this Lease shall be terminated. The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, shall constitute a breach of this Lease by Lessee.

18. **Governing Law and Venue.** This Lease shall be governed by the laws of the State of California. Venue for any action brought to enforce the provisions of this Lease shall be the Superior Court for the County of Mendocino.

19. **Waiver.** No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.

20. **Notices.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party to this Lease shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed or any managing employee of that party, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to said party at the address set forth in the first paragraph of this Agreement. Either party may change its address for purposes of this paragraph by giving written notice of that change to the other party in the manner provided in this paragraph.

21. **Time.** Time is expressly declared to be of the essence in this Lease.

22. **Americans with Disabilities Act.** The Parties are aware of the existence of the Americans With Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act.

23. **Authorization to Execute.** Each of the Parties represent and warrant that the person executing this Lease is duly authorized to execute agreements and bind on behalf of the party for which they sign.

24. **Entire Agreement.** This instrument constitutes the entire agreement between Lessor and Lessee respecting the Premises, the leasing of the Premises to Lessee, and the lease term created under this Lease, and correctly sets forth the obligations of Lessor and Lessee to each other as of the date of execution. Any agreements or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

LESSOR

By: John Chan
Name: JOHN CHAN
Its: 6/25/10

LESSEE

By: Jane Chambers
Name: JANE CHAMBERS
Its: City Manager



ITEM NO.: 7b

MEETING DATE: November 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: REPORTING CONTRACT WITH CODE PUBLISHING, INC. FOR LEGAL PUBLISHING SERVICES IN THE AMOUNT OF \$10,583.05, AND REQUESTING AUTHORIZATION TO AMEND THE CONTRACT FOR ADDITIONAL SERVICES AS NEEDED.

Summary: Staff is submitting a report to Council regarding a contract entered into with Code Publishing, Inc. for legal publishing services in the amount of \$10,583.05 and requesting authorization to amend the contract for additional services as needed.

Background: The City initially contracted with Code Publishing, Inc. in December 2011, for as needed services based on established unit pricing to cover legal publishing services including, but not limited to: codification, publishing, printing and print subscription services, electronic services, and archiving for the Ukiah Municipal Code.

The City Clerk's office has been very satisfied with the expertise, customer support, and professional product of Code Publishing, Inc. over the past five years and wishes to continue to utilize their services.

Discussion: Attachment #1 is a copy of the City's agreement with Code Publishing, Inc. After five years, the \$10,000 reporting amount has been reached.

It is staff's recommendation that Council receive the report of the contract with Code Publishing, Inc. in the amount of \$10,583.05, and approve its continued use on an as-needed time and expense basis. Overall cost to be monitored in accordance with the budgetary authority approved by Council in the corresponding fiscal year budget.

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.
\$3,000	City Clerk Contracted Services	10011100.52100	Yes ☐ No ☒	COU No. 1213-187

RECOMMENDED ACTION(S): Receive report of contract with Code Publishing, Inc. in the amount of \$10,853.05, and approve authorization to amend the contract for additional services as needed and to be monitored in accordance with budget authority approved by Council in corresponding fiscal year budget.

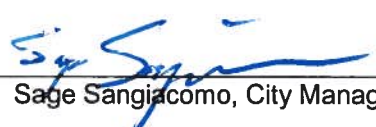
ALTERNATIVES: Provide alternate direction to Staff.

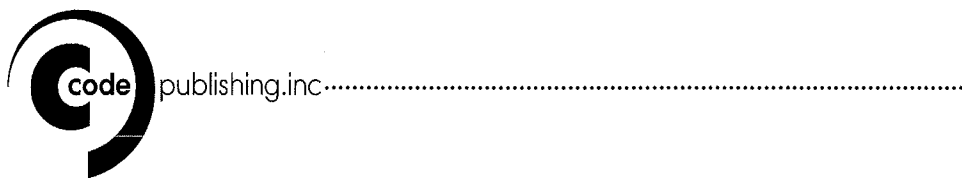
Citizens advised: N/A
Requested by: Kristine Lawler, City Clerk
Prepared by: Kristine Lawler, City Clerk
Coordinated with: Mary Horger, Purchasing Supervisor
Presenter: Kristine Lawler, City Clerk
Attachment: 1. Agreement with Code Publishing, Inc.

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



**Codification, Publishing, Supplementation,
and Internet Hosting Services Agreement
for the City of UKIAH, CALIFORNIA**

Introduction

This agreement is entered into between the CITY OF UKIAH, CALIFORNIA, the "CUSTOMER," and Code Publishing Company, the "CONTRACTOR." It covers legal publishing services including, but not limited to, codification, publishing, printing and print subscription services, electronic services, and archiving for the UKIAH MUNICIPAL CODE, the "CODE."

Services to be Provided by Contractor

The CONTRACTOR will provide codification and publishing services for the CUSTOMER. Services shall include, but are not limited to, codification of new ordinances, publishing and printing of supplements to the printed CODE, print subscription services, creation of electronic files, setup of an online CODE, Internet hosting and computer text output of an electronic version of the CODE, and code archiving.

Delivery of Code Materials to Contractor and Commencement of Project

The CUSTOMER will deliver to the CONTRACTOR the current printed CODE in hard copy prior to commencement of the project. The CUSTOMER shall also deliver electronic CODE files in a word processing or non-graphic text format, if available, to the CONTRACTOR for the CONTRACTOR to convert to an electronic CODE format for the project. If said files are not available, the CONTRACTOR may scan the hard files for conversion to an electronic format at a nominal charge to the CUSTOMER.

The CUSTOMER shall deliver all new uncodified ordinances electronically to the CONTRACTOR for codification in either a word processing or a non-graphic text format. For proofreading and archiving, the CUSTOMER shall also deliver digitally scanned copies of the signed originals of said new ordinances, in either PDF or TIF format, or mail hard copies to the CONTRACTOR. All electronic files shall be submitted by the CUSTOMER by upload to the CONTRACTOR at a web address to be supplied by the CONTRACTOR unless otherwise agreed to by the parties.

The CONTRACTOR shall begin work upon receipt of all necessary materials and the signed contract executed by the parties.

Format of Code

The CONTRACTOR shall supplement and maintain the printed CODE in its present form, but shall publish and maintain the CODE on the Internet in a single-column web-based format with Arial font for electronic searching, navigation, and printing, unless otherwise agreed by the parties.

Electronic Code Services to be Provided by Contractor

The CONTRACTOR shall provide Internet hosting services for the online CODE. Services shall include, but are not limited to, the creation of a web page for the CUSTOMER's CODE with a custom logo or seal; creation of an HTML-formatted, edited, and searchable electronic file database; Internet hosting of the CODE on the CONTRACTOR's public server in a format accessed via the CUSTOMER's website; electronic CODE supplementation and archiving; and implementation of the electronic features requested by the CUSTOMER as described and priced in the cost quotation or final COST QUOTATION SHEET, and the SERVICES ADDENDUM, that are attached to and made a part of this Agreement. Other features may be added in the future as requested by CUSTOMER in writing.

Codification of New Ordinances to Supplement Code

The CONTRACTOR will codify new ordinances of a general and permanent nature that are delivered to it by the CUSTOMER to supplement the CODE. New ordinances may be provided to the CONTRACTOR by the CUSTOMER periodically or on a schedule as otherwise agreed to between the parties. The CUSTOMER shall deliver new ordinances electronically to the CONTRACTOR in either a word processing or non-graphic text format by upload to the webpage address provided by the CONTRACTOR. The CUSTOMER shall also upload electronic PDF versions of the new signed original ordinances for the CONTRACTOR to proof against the text or word processing version.

In codifying new ordinances to supplement the code, affected pages of the CODE will be edited and revised by the CONTRACTOR to reflect new additions, amendments, repeals, revisions, and/or modifications. Appropriate editorial non-substantive changes including correction of manifest errors shall be made by the CONTRACTOR. Internal cross-references will be checked and the complete text of the new ordinances will be proofread and checked for typographical errors, incorrect section references, and inconsistencies. All ordinance tables, indexes, and CODE sections affected by codification will be revised accordingly. The CONTRACTOR will incorporate all new ordinances for codification into the CODE using the established CODE section numbering system.

Printed and Electronic Code Update Publication and Delivery

The CONTRACTOR shall publish and deliver printed CODE supplements on the schedule and in the quantity agreed to between the parties as set forth in the attached Addendum unless otherwise agreed. A supplement directions page indicating pages to be removed and replaced in the CODE will be provided with each printed supplement.

The CONTRACTOR shall publish and post electronic CODE supplements online on the same schedule selected for the printed code updates unless other electronic services are selected that update the online CODE on a different schedule or unless otherwise agreed between the parties.

The CUSTOMER may elect the Online OnDemand update service to update the Online CODE. The CONTRACTOR offers this service to CUSTOMER at no additional charge beyond the editorial and webhosting per page codification rate. Should the CUSTOMER elect Online On-Demand update service, new ordinances supplementing the online CODE will be codified and published in the electronic CODE hosted on the Internet within three (3) to five (5) days of the date the new ordinances take legal effect.

Additional Services to be Provided by Contractor

The CONTRACTOR may provide additional services to the CUSTOMER as agreed to between the parties upon written request of either party. Such services may include other codification, printing, subscription, publication or Internet services. Service costs shall be quoted to the CUSTOMER in advance of the CONTRACTOR undertaking any additional work.

Terms

In consideration for services, the CUSTOMER shall compensate the CONTRACTOR the sum(s) set forth in the written proposal or FINAL COST QUOTATION SHEET, and SERVICES ADDENDUM, attached to and made a part of this Agreement. Additional service(s) provided by the CONTRACTOR following the execution of this Agreement shall be compensated at the current price(s) in effect for CONTRACTOR's services at the time of performance of the services, unless otherwise agreed to between the parties and set forth in this Agreement.

Payment and Invoice Requirements

The CONTRACTOR shall invoice the CUSTOMER upon delivery of the newly codified ordinances, printed supplements, and/or electronic services elected by the CUSTOMER consistent with the terms set forth in the attached proposal or final COST QUOTATION SHEET, and SERVICES ADDENDUM. Additional services agreed to between the parties shall be invoiced following service delivery. Payments shall be made by the CUSTOMER to the CONTRACTOR within thirty (30) days of receipt of said invoice by the CUSTOMER.

Code to Remain Property of Customer

The CODE produced by the CONTRACTOR shall be the exclusive and sole property of the CUSTOMER and the CUSTOMER may use said CODE for any purposes it deems appropriate, including copying, distributing, or selling copies of said CODE.

Indemnification

The CONTRACTOR shall indemnify, defend, and hold harmless the CUSTOMER, its officers, employees, agents, assigns, and representatives from any and all costs, claims, judgments or awards of damages arising out of any negligent acts or omissions of the CONTRACTOR, its officers, employees and agents, assigns, and representatives in performing the terms of this Agreement.

The CUSTOMER shall indemnify and hold harmless the CONTRACTOR, its officers, employees, agents, assigns, and representatives for any claims caused by delays to the codification process that may arise from the failure of the CUSTOMER to supply the CONTRACTOR promptly with all necessary materials and/or information required for the completion of codification, supplementation, and webhosting services.

Insurance

The CONTRACTOR shall procure and maintain, for the duration of this Agreement general commercial liability insurance for the benefit of the CONTRACTOR and the CUSTOMER against claims arising from or in connection with the performance of the terms of this Agreement by the CONTRACTOR, its officers, employees, agents, assigns, and representatives. The general commercial liability insurance policy limit amounts shall be no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate coverage. Proof of insurance coverage shall be maintained by the CONTRACTOR and provided by the CONTRACTOR to the CUSTOMER upon request by the CUSTOMER.

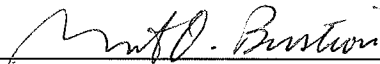
Termination of Agreement

This Agreement may be terminated by either party upon sixty (60) days' written advance notice. The CUSTOMER is required to remunerate to the CONTRACTOR payment for all services performed by the CONTRACTOR up to the date that the services performed by the CONTRACTOR are to discontinue. The CUSTOMER acknowledges that the CONTRACTOR shall have a lien against all materials provided by the CUSTOMER to the CONTRACTOR for codification to secure payment for services due until full payment for services performed by the CONTRACTOR has been received.

Effective Date

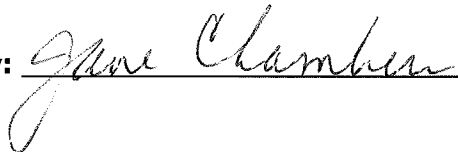
This Agreement is effective upon the signatures of both parties to this Agreement from the most recent date signed by either of them and shall remain in effect continuously until terminated by either party.

CODE PUBLISHING COMPANY

By: 
Margaret O. Bustion, President
9410 Roosevelt Way NE
Seattle, WA 98115

Dated: 12/21/11

CITY OF UKIAH, CALIFORNIA

By: 

Dated: 12/14/11



**CITY OF UKIAH, CALIFORNIA
SERVICES AGREEMENT ADDENDUM**

1. Setup of electronic code and features for webhosting:	Included
Conversion fee for documents to electronic code:	N/A
2. Annual Basic webhosting service:	350.00/year
3. Supplement price per page:	19.50/page
4. Print supplement schedule (annual or semi-annual):	Semi-annual
5. Supplement cut-off schedule for printed code:	12/31 and 5/31
6. Electronic supplement schedule:	Online On-Demand
7. Electronic webhosting setup for new ordinances:	1.95/page
8. Surcharge for each page of graphics in new ordinances:	15.00/page
9. PDFs of printed code updates for in-house printing:	Included
10. Electronic optional features:	Available any time

4c Contract Supp. and Web.doc



ITEM NO.: 7c

MEETING DATE: November 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: REPORT OF ACQUISITION OF PROFESSIONAL SERVICES FROM ALPHA ANALYTICAL LABORATORIES, INC. FOR QUARTERLY WATER SAMPLING AND COMPLETION OF CHEMICAL EXAMINATION REPORTS FOR THE UKIAH LANDFILL

Summary: Council will receive a report regarding the acquisition of services for quarterly water sampling and preparation of chemical examination reports for the Ukiah Landfill.

Background: In accordance with the Waste Discharge Requirements issued by the North Coast Regional Water Quality Control Board (NCRWQCB), the City is mandated to complete quarterly water sampling and analysis for the Ukiah Landfill.

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 consulting services costing more than \$10,000. The Public Works department requested Alpha Analytical Laboratories, Inc. to conduct quarterly water sampling and completion of chemical examination reports for the Ukiah Landfill. Alpha Analytical completed the quarterly water sampling and completion of chemical examination reports for the amount of \$19,055.80. In conjunction with these chemical examination reports, EBA Engineering analyzes the data to prepare and submit the required detection monitoring report to the NCRWQCB.

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.
\$200,000	Landfill	#70024500.52100	Yes ☐ No ☒	P.O. #44499

RECOMMENDED ACTION(S): Receive and file report of acquisition of professional services from Alpha Analytical Laboratories, Inc. for quarterly water sampling and completion of chemical examination reports for the Ukiah Landfill. Report is submitted pursuant to City Code.

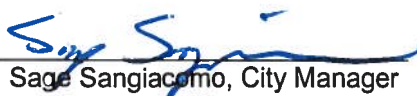
ALTERNATIVES: N/A

Citizens advised: None
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 Mary Horger, Purchasing Supervisor
Presenter: Tim Eriksen, Director of Public Works / City Engineer
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.: 7d

MEETING DATE: November 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: APPROVE RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN AIRPORT MATCHING GRANT TO COMPLETE AIRPORT PAVEMENT MANAGEMENT PROGRAM (APMP) STUDY WITH PAVEMENT CLASSIFICATION NUMBER (PCN CALCULATION)

Summary: Staff is requesting the approval of a resolution authorizing the application, acceptance of funds, and execution of a grant agreement with the California Department of Transportation.

Background: The Federal Aviation Administration (FAA) has offered to provide the Airport with a grant for an Airport Pavement Management Program (APMP) study with Pavement Classification Number (PCN calculation). The FAA provides 90% of the project funding, California Department of Transportation offers a matching grant of 5%.

Council has already approved the FAA grant for the Airport Pavement Management Program (APMP) study with Pavement Classification Number (PCN calculation). The current pavement has been in place for thirty-two years. The FAA has provided very little money to perform pavement maintenance in the past. The current goal of the FAA is to provide continued maintenance and a plan for airports to follow to insure a longer life to runways and taxiways.

Discussion: Staff is requesting that Council approve by resolution (Attachment #1) the submittal of an application (Attachment #2), acceptance of an allocation of funds, and execution of a grant agreement with the California Department of Transportation for an Airport Improvement Program (AIP) matching grant. PCN values will bring an airport into compliance with FAA standards. Geotechnical data will also be useful in development of costs for future pavement rehabilitations. There is no current data on the runway or taxiways pavements.

Continued on Page 2

RECOMMENDED ACTION(S): Approve by resolution the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the California Department of Transportation for an Airport Improvement Program (AIP) matching grant.

ALTERNATIVES: Do not accept offer and provide direction to staff.

Citizens advised: N/A
Requested by: Greg Owen, Airport Manager
Prepared by: Greg Owen, Airport Manager
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Greg Owen, Airport Manager
Attachments: 1. Resolution
2. Grant 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

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.
\$50,000	FAA	#778.00.000.52100.15041	Yes ☐ No ☒	N/A

Project Budget

778.00.000.52100.15041	\$50,000	Expense
778.00.000.52100.15041	\$ 3,000	Local match
778.00.000.43299.15041	\$45,000	FAA revenue
778.00.000.43190.15041	\$ 2,000	State match

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY OF UKIAH AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT

WHEREAS, the City of Ukiah and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) grant 3-06-0268-014-2016 for an Airport Pavement Management Program (APMP) study with Pavement Classification Number (PCN calculation) this update assessment of pavement conditions and will allow development of a better maintenance plan to prolong the useful life of airport pavements at the Ukiah Municipal Airport; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of 5% of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the Ukiah City Council to adopt a resolution authorizing the submission of an application for an AIP Matching grant.

NOW, THEREFORE BE IT RESOLVED, that the Ukiah City Council of Ukiah, State of California:

1. Authorizes filing an application for a state AIP Matching grant for this project.
2. Authorizes accepting the allocation of state AIP Matching funds for the project.
3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED, that the Ukiah City Council does hereby authorize Sage Sangiacomo City Manager to sign any documents required to apply for and accept these subject funds on behalf of the City of Ukiah.

PASSED AND ADOPTED this 2nd day of November, 2016 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk

STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION

DOA-0012 (REV 06/2011)

PLEASE PRINT OR TYPE AND COMPLETE ALL ITEMS

PART I. AIRPORT INFORMATION

PUBLIC ENTITY City of Ukiah	AIRPORT NAME Ukiah Municipal Airport	PERMIT NO.
CONTACT NAME Greg Owen	TITLE Airport Manager	
BUSINESS ADDRESS 1403 S. State St Ukiah, Ca 95482	BUSINESS PHONE 707-467-2855	

PART II. PROJECT INFORMATIONVerify that project is within the Department's most recent Capital Improvement Plan: ☒ YES ☐ NO If no, then project is not eligible for grant funds.

DESCRIPTIVE TITLE OF APPLICANT'S PROJECT (as shown on page one of the executed grant agreement and in the adopted Capital Improvement Plan): Attach Additional Sheets If Necessary PCN This project will give an update assessment of pavement conditions and will allow development of a better maintenance plan to prolong the useful life of airport pavements. PCN values will bring an airport into compliance with FAA standards. Geotechnical data will also be useful in development of costs for future pavement rehabilitations. There is no current data on the runway or taxiways pavements.	FEDERAL GRANT	\$ 45,000.00
	APPLICANT FUNDS	\$ 3,000.00
	STATE * FUNDS	\$ 2,000.00
	TOTAL COST OF PROJECT	\$ 50,000.00
	* Maximum is 5% of the federal grant amount	

PART III. REQUIRED SUPPORTING DOCUMENTS

Pursuant to Public Utilities Code Sections 21681-21684 and Section 4067 of the CAAP Regulations, please submit the following documents with this application:

- Local government approval (*resolution or minute order*) as described in Section 4067(a).
- FAA Grant Agreement with FAA and sponsor signatures.
- Verification of full compliance with the California Environmental Quality Act (CEQA) by submitting information to fulfill either 1. or 2. below:
 1. Copy of Notice of Exemption or provide the Categorical Exemption Class # _____ (CEQA Guidelines Sections 15300-15333)
 2. Copy of Notice of Determination or provide the following information:
 - Environmental Impact Report (Title/Date) _____ State Clearinghouse (SCH)# _____ or
 - Negative Declaration (Title/Date) _____ State Clearinghouse (SCH)# _____ or
 - National Environmental Policy Act (NEPA) document (Title/Date) _____
 (NEPA documents-Environmental Impact Statement or Finding of No Significant Impact must comply with CEQA provisions)
- 11 x 17-inch Drawing or Airport Layout Plan showing project location(s) and dimensions.
- Completed CAAP Certification (Form DOA-0007), if not submitted to the Division of Aeronautics earlier for this fiscal year.
- Additional documentation may be required if items in the FAA AIP grant are not eligible for CAAP funding.

PART IV. AUTHORIZATION

AUTHORIZED OFFICIAL'S SIGNATURE	TITLE City Manager
PRINT NAME Sage Sangiacomo	DATE

SEND COMPLETED APPLICATION AND ALL SUPPORTING DOCUMENTS TO:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS - MS #40
P. O. BOX 942874
SACRAMENTO, CA 94274-0001



ITEM NO.: 7e

MEETING DATE: November 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH EMMETT JONES FOR PROFESSIONAL CONSULTING SERVICES RELATED TO ALL SOLID WASTE MATTERS AND OTHER MANAGEMENT ADVISORY SERVICES ON AN AS NEEDED BASIS.

Summary: Council will consider authorizing the City Manager to execute and negotiate an agreement with Emmett Jones for Management Advisory Services.

Background: In April 2015, Council approved a contract with Mr. Jones. Mr. Jones has assisted staff in prior rate adjustments, litigation support services in the matter being heard in Mendocino Superior Court between the County of Mendocino and the City's Transfer Station operator in which the City is named as a third party, as well as the landfill closure project and the financial assurances required by the state for that project.

Mr. Jones has been a valuable asset regarding all Solid Waste matters. The City Manager would like to have access to this resource for all of the subjects listed above as they continue to evolve. The City Manager would also like the ability to use Mr. Jones for other matters as they arise.

Discussion: This proposed agreement will be an open contract for services described in the engagement letter (Attachment #1) and will be utilized on an as needed basis within the budget constraints approved each fiscal year by the City Council. This contract will be retroactive to October 1, 2016.

Funds have been budgeted for these services in the current fiscal year in Landfill/Solid Waste Funds.

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.
\$10,000	Landfill	70024500.52100	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Authorize the City Manager to negotiate and execute an agreement with Emmett Jones for professional consulting services related to all solid waste matters and other management advisory services on an as needed basis.

ALTERNATIVES: Do not approve contract and provide direction to staff.

Citizens advised: N/A
Requested by: Sage Sangiacomo, City Manager
Prepared by: Tim Eriksen, Director of Public Works/City Engineer
Coordinated with: N/A
Presenter: Tim Eriksen, Director of Public Works/City Engineer
Attachment: 1. Engagement Letter

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

R. EMMETT JONES
CERTIFIED PUBLIC ACCOUNTANT
CGMA

P.O. BOX 1839
UKIAH, CALIFORNIA 95482-1839
TELEPHONE (707) 462-1180
EMAIL cpa@pacific.net

October 17, 2016

Mr. Sage Sangiacomo
City Manager
City of Ukiah
300 Seminary Avenue
Ukiah, California 95482

Dear Mr. Sangiacomo,

This letter will confirm our understanding of the arrangements for the Management Advisory Services (Engagement) that I will provide to the City of Ukiah (City) for solid waste related issues, and for other topics for which you may request these service from time-to-time. You have represented to me that you have the authority, under the City procurement rules, to engage me and approve the terms and conditions detailed below.

I will respond to your various business questions relating to the topics of this Engagement, and provide you with my recommendations and comments based upon my reading, study and assessment of issues presented to me. You, and City Staff will make any necessary related underlying information available to me, and City Staff will interact with me as needed during the Engagement, so that I can make my recommendations and comments. I will respond to City Staff questions and requests when directed to do so by you.

The recommendations that I make to you will be advisory. Final recommendations to you or the City Council will be the responsibility of the City Management and Staff. My advice will be informal and will be reported to you verbally. No written summary will be prepared unless you specifically request one in writing.

Because of the imprecise nature of estimates and projections, no estimated amount or projection can be verified in advance. Nevertheless, it is understood that estimates may be adopted by City Staff during the treatment of these Engagement topics, and that Staff will base such estimates or projections upon the best information currently available including but not limited to reasonable extrapolation of historical data, and reasonable estimations or projections of future events.

I can give no assurance as to the accuracy of estimated amounts, contingencies and outcomes discussed during this engagement, which are not based in fact, but rather conjecture. The City assumes all risk related to the use of these estimated amounts, and the uncertainty of contingencies and outcomes.

Mr. Sage Sangiacomo
October 17, 2016
Page Two

In topics connected to law, I cannot offer advice, and you should of course consult an Attorney skilled in the area under question. You recognize that my recommendations must be supported by the opinion of an experienced legal professional to be viable, and that you will seek such opinions to the extent you feel necessary.

In topics connected to engineering I cannot offer advice, and you should of course consult a licensed engineer skilled in the area under question. You recognize that my recommendations must be supported by the opinion of trained engineering professionals to be viable, and that you will seek such opinions to the extent you feel necessary.

The City fully indemnifies me and holds me harmless in any claim, accusation, complaint, hearing, adjudication or legal action that might arise related to the services that I provide in this Engagement, and the City will pay all costs of my defense in any and all such actions using an Attorney acceptable to me.

This Engagement is limited to my providing only Management Advisory Services to the City relating to the topic described above. I am licensed by the California Board of Accountancy, but this Engagement does not include any Compilation, Review or Audit services. Accordingly, I will not issue any Compilation or Review report, nor issue any Audit opinion, nor does this Engagement include the preparation of any financial statements. In addition, no Federal, California or other tax advice or return preparation, or regulatory or compliance services are contemplated as being part of this Engagement.

During this Engagement, but only as you direct, in order for me to obtain information, it may be necessary for me to contact or correspond with various people and agencies which may include but are not limited to City Staff, legal counsel, engineers and other professionals, elected officials, franchise holders, banks, vendors, creditors as well as various government agencies, and others. You authorize these contacts in the scope of these Management Advisory Services. However, professionals, that I may contact or consult with, are not authorized to charge the City for their time or services without the prior written consent of the City Manager, or his designee.

All my communication seeking direction during this Engagement will be with you as the representative of the City, or your designee. You will provide me with information in the areas under discussion, and will give me direction as to the City's priorities, so that I may efficiently provide these Management Advisory Services.

Mr. Sage Sangiacomo
October 17, 2016
Page Three

The City will be responsible for assigning the costs of my services to any specific Fund, Program, Grant, or Department of the City.

Fees for the Engagement for solid waste related issues and, as noted above, for other topics for which you may request these service from time-to-time will be billed based upon the actual time that I spend in providing these services at my normal hourly rate of one hundred and fifty (\$150.00) dollars per hour, plus pre-approved direct out of pocket expense. My travel time, if requested by the City, will be charged at one third (1/3) of my normal hourly billing rate.

Amounts will be billed on a monthly basis as the work progresses, and are due thirty (30) days after presentation.

As you know I have provided services to the City in the past. I look forward to again providing services to the City in this Engagement.

If this letter correctly expresses your understanding in regard to the above-mentioned Management Advisory Services, please indicate your acceptance by signing, dating and returning the original to me. A copy is enclosed for your file.

If you have any questions, now or in the future, please call me.

Yours very truly,



R. Emmett Jones

ACCEPTED: City of Ukiah

By: _____
Sage Sangiacomo, City Manager

Date: _____



ITEM NO.: 12a

MEETING DATE: November 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: STATUS REPORT ON THE UKIAH AIRPORT RUNWAY/TAXIWAY REHABILITATION/REALIGNMENT PROJECT AND APPROVE RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN AIRPORT MATCHING GRANT TO COMPLETE RUNWAY 15-33 PAVEMENT REHABILITATION AND TAXIWAY REALIGNMENT DESIGN

Summary: Staff is requesting the approval of a resolution authorizing the application, acceptance of funds, and execution of a grant agreement with California Department of Transportation for the match to Federal Aviation Administration (FAA) grant for the rehabilitation/realignment project at the Ukiah Airport.

Background: The FAA has offered to provide the Airport with a design grant for runway 15-33 pavement rehabilitation and taxiway realignment. The FAA provides 90% of the project funding, California Department of Transportation offers a matching grant of 5%.

Council has already approved the runway 15-33 pavement rehabilitation and taxiway realignment design FAA grant. Runway 15-33 is currently 4,415 feet long and 150 feet wide. The current project scope will be to provide the engineering design to reduce the runway width to 75 feet and rehabilitate remaining pavement. Design will include installation of new runway edge lights, PAPI and removal of VASI. The design of new taxiway connectors A2 and A4 will also be performed to comply with FAA standards; this design will also include the demolition of taxiways B and D.

Discussion: Staff is requesting that Council approve by resolution (Attachment #1) the submittal of an application (Attachment #2), acceptance of an allocation of funds, and execution of a grant agreement with the California Department of Transportation for an Airport Improvement Program (AIP) matching grant.

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.
\$230,345	Infrastructure	#778.00.000.80230.15040	Yes ☐ No ☒	N/A

Continued on Page 2

RECOMMENDED ACTION(S): Receive status report and approve by resolution the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the California Department of Transportation, for an Airport Improvement Program (AIP) matching grant.

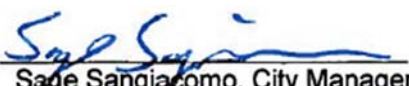
ALTERNATIVES: Discuss and provide direction to staff.

Citizens advised: N/A
Requested by: Greg Owen, Airport Manager
Prepared by: Greg Owen, Airport Manager
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Greg Owen, Airport Manager
Attachments: 1. Resolution
2. Grant 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

The FAA funding is for \$207,311 and the total cost of this project will be \$230,345; a Caltrans grant match in the amount of \$11,517 and Airport operating funds in the amount of \$11,517 will be included.

Project Budget 15-16 FY

778.00.000.80230.15040	\$230,345	Expense
778.00.000.80230.15040	\$ 11,517	Local match
778.00.000.43299.15040	\$207,311	FAA revenue
778.00.000.43299.15040	\$ 11,517	State match

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY OF UKIAH AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT

WHEREAS, the City of Ukiah and the Federal Aviation Administration are parties to the Federal Airport Improvement Program (AIP) grant #3-06-0268-013-2016, for runway 15-33 pavement rehabilitation and taxiway realignment design at the Ukiah Municipal Airport; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section #21683.1, provides grants of 5% of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the Ukiah City Council to adopt a resolution authorizing the submission of an application for an AIP matching grant.

NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council of Ukiah, State of California:

1. Authorizes filing an application for a state AIP Matching grant for this project.
2. Authorizes accepting the allocation of state AIP Matching funds for the project.
3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED, that the Ukiah City Council does hereby authorize Sage Sangiacomo, City Manager to sign any documents required to apply for and accept these subject funds on behalf of the City of Ukiah.

PASSED AND ADOPTED this 2nd day of November, 2016 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION

DOA-0012 (REV 06/2011)

PLEASE PRINT OR TYPE AND COMPLETE ALL ITEMS

PART I. AIRPORT INFORMATION

PUBLIC ENTITY City of Ukiah	AIRPORT NAME Ukiah Municipal Airport	PERMIT NO.
CONTACT NAME Greg Owen	TITLE Airport Manager	
BUSINESS ADDRESS 1403 S. State St Ukiah, Ca 95482	BUSINESS PHONE 707-467-2855	

PART II. PROJECT INFORMATIONVerify that project is within the Department's most recent Capital Improvement Plan: ☒ YES ☐ NO If no, then project is not eligible for grant funds.

DESCRIPTIVE TITLE OF APPLICANT'S PROJECT (as shown on page one of the executed grant agreement and in the adopted Capital Improvement Plan): Attach Additional Sheets If Necessary Runway 15-33 design Runway 15-33 is currently 4,415 feet long and 150 feet wide. The current project scope will be to provide the engineering design to reduce the runway width to 75 feet and rehabilitate remaining pavement by cold-in-place recycling with a 2" asphalt top lift. Design will include installation of new runway edge lights, PAPI and removal of VASI. The design of new taxiway connectors A2 and A4 will also be performed to comply with FAA standards; this design will also include the demolition of Taxiways B & D.	FEDERAL GRANT	\$ 207,311.00
	APPLICANT FUNDS	\$ 11,517.00
	STATE * FUNDS	\$ 11,517.00
	TOTAL COST OF PROJECT	\$ 230,345.00
* Maximum is 5% of the federal grant amount		

PART III. REQUIRED SUPPORTING DOCUMENTS

Pursuant to Public Utilities Code Sections 21681-21684 and Section 4067 of the CAAP Regulations, please submit the following documents with this application:

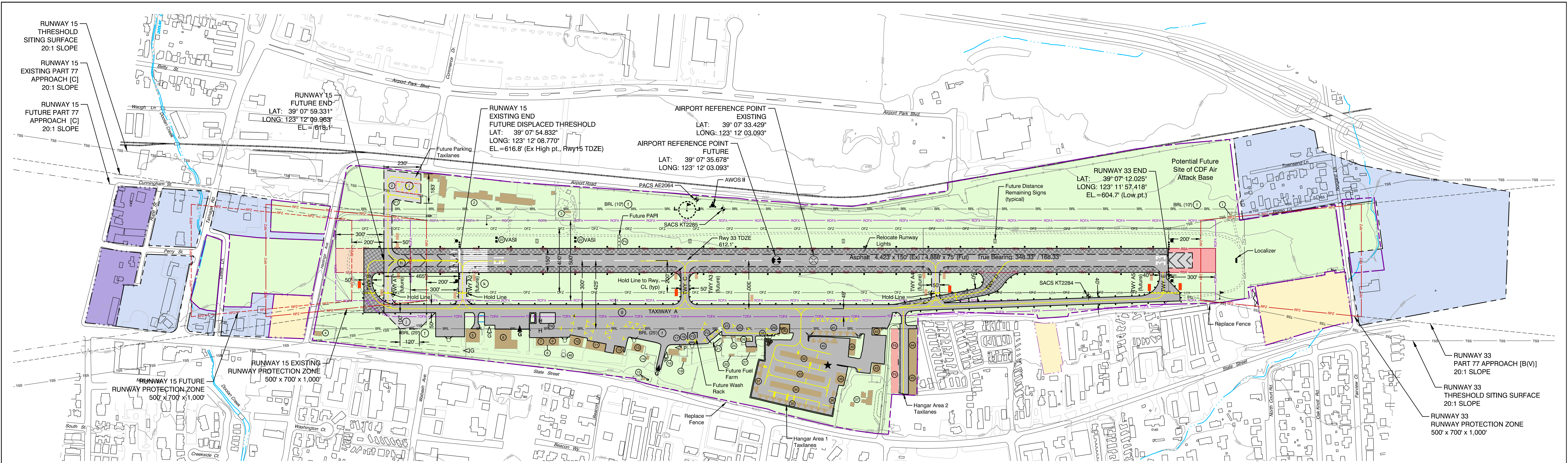
- Local government approval (*resolution or minute order*) as described in Section 4067(a).
- FAA Grant Agreement with FAA and sponsor signatures.
- Verification of full compliance with the California Environmental Quality Act (CEQA) by submitting information to fulfill either 1. or 2. below:
 - Copy of Notice of Exemption or provide the Categorical Exemption Class # _____ (CEQA Guidelines Sections 15300-15333)
 - Copy of Notice of Determination or provide the following information:
 - Environmental Impact Report (Title/Date) _____ State Clearinghouse (SCH)# _____ or
 - Negative Declaration (Title/Date) _____ State Clearinghouse (SCH)# _____ or
 - National Environmental Policy Act (NEPA) document (Title/Date) _____
 (NEPA documents-Environmental Impact Statement or Finding of No Significant Impact must comply with CEQA provisions)
- 11 x 17-inch Drawing or Airport Layout Plan showing project location(s) and dimensions.
- Completed CAAP Certification (Form DOA-0007), if not submitted to the Division of Aeronautics earlier for this fiscal year.
- Additional documentation may be required if items in the FAA AIP grant are not eligible for CAAP funding.

PART IV. AUTHORIZATION

AUTHORIZED OFFICIAL'S SIGNATURE	TITLE City Manager
PRINT NAME Sage Sangiacomo	DATE

SEND COMPLETED APPLICATION AND ALL SUPPORTING DOCUMENTS TO:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
 DIVISION OF AERONAUTICS - MS #40
 P. O. BOX 942874
 SACRAMENTO, CA 94274-0001



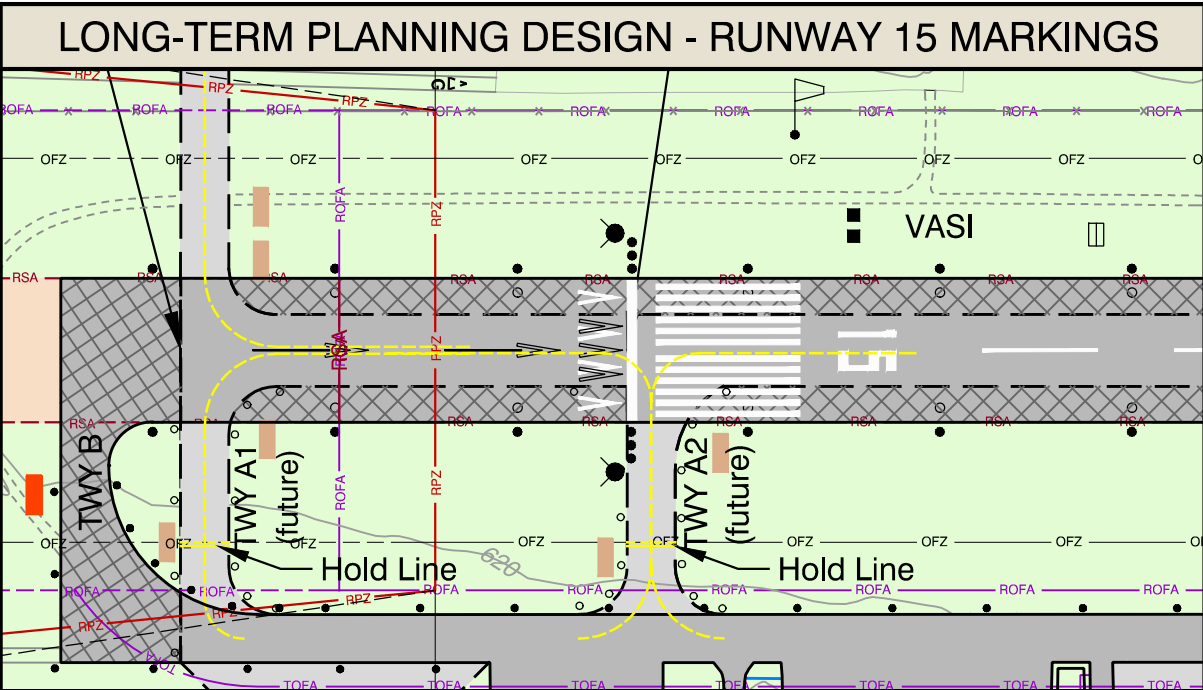
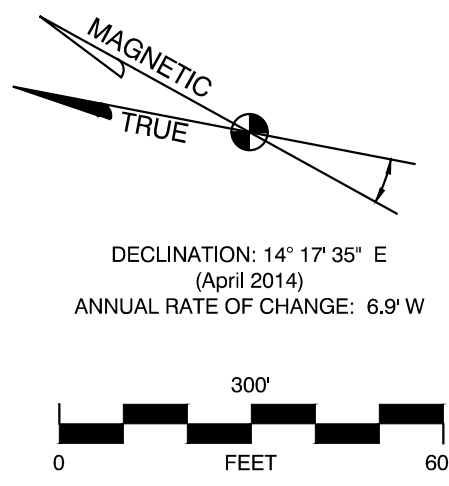
DRAWING LEGEND		
	EXISTING	FUTURE
ACTIVE AIRFIELD PAVEMENT		
PAVEMENT TO BE REMOVED	N/A	
AIRPORT PROPERTY		
AVIGATION EASEMENT		
EXISTING AV. EASEMENT / FUTURE PROPERTY		
AIRPORT REFERENCE POINT		
RUNWAY SAFETY AREA		
RUNWAY PROTECTION ZONE		
RUNWAY OBJECT FREE AREA		
OBSTACLE FREE ZONE		
PART 77 RUNWAY APPROACH SURFACE		
THRESHOLD SITING SURFACE		
TAXIWAY OBJECT FREE AREA		
LOCALIZER CRITICAL AREA		N/A
BUILDING RESTRICTION LINE		N/A
BUILDING - ON AIRPORT		
BUILDING - OFF AIRPORT		N/A
BUILDING - OFF AIRPORT, TO BE REMOVED	N/A	
PAVED ROAD		
AIRPORT SERVICE ROAD - PAVED		N/A
AIRPORT SERVICE ROAD - GRAVEL		N/A
FENCE		
VEHICLE GATE/PEDESTRIAN GATE		
WIND CONE		
AIRFIELD SIGNS		
VASI (VISUAL APPROACH SLOPE INDICATOR)		N/A
PAPI (PRECISION APPROACH PATH INDICATOR)	N/A	
AIRFIELD LIGHTS: SINGLE/GROUP/REILS		
BEACON		N/A
YELLOW CHEVRON MARKINGS	N/A	
UTILITY POLE		N/A
SECURITY LIGHTING	N/A	
DISTANCE REMAINING SIGN	N/A	
TOPOGRAPHIC CONTOURS		N/A
MONUMENT		N/A
WATERWAY / CULVERT		N/A
HELICOPTER PAD	N/A	
SECTION CORNER		N/A

AIRPORT DATA		
	EXISTING	FUTURE
AIRPORT REFERENCE CODE	B-II-5000	No Change
MEAN MAX. TEMP. (Hottest Month) (a)	92.7° F (July)	No Change
AIRPORT ELEVATION (Above Mean Sea Level) (c)	617.0'	618.1'
AIRPORT NAVIGATIONAL AIDS	Localizer, Vortac, GPS, Beacon, VASI, REILs, ASOS	Same + PAPI replacing VASI
AIRPORT REFERENCE POINT (d)	LATITUDE: 39° 07' 33.429" N LONGITUDE: 123° 12' 03.093" W	LATITUDE: 39° 07' 35.678" N LONGITUDE: 123° 12' 03.093" W
MISCELLANEOUS FACILITIES	Fuel (100LL+JetA), powerplant & airframe service, FBOs	No Change
CRITICAL AIRCRAFT	Beech King Air 200	No Change
MAGNETIC VARIATION (e)	14° 17' 35" E (April 2014)	Moving 0° 6.9" W / Year
NPIAS SERVICE LEVEL	General Aviation	No Change
STATE SERVICE LEVEL	Regional	No Change
AIRPORT ACREAGE	Fee Simple: 160.2 acres Avigation Easement: 40.9 acres	166.9 acres 39.4 acres

EXISTING BUILDING AND FACILITY LEGEND				
EXISTING FACILITIES	ELEVATION	EXISTING FACILITIES	ELEVATION	EXISTING FACILITIES
(1) Localizer Equipment Building	614'	(17) Covered Picnic Area	635'	(33) T-hangers (10)
(2) City of Ukiah - Corporate Yard	632'	(18) Storage	625'	(34) Shade Hangars (14)
(3) Fuel Storage Tank	620'	(19) Commercial Building	640'	(35) Portable T-hangers
(4) Commercial Building	641'	(20) Portable Office	636'	(36) Portable T-hangers
(5) Box Hangar	645'	(21) Storage	631'	(37) Oak Valley Nursery
(6) FBO (2)	642'	(22) VASI (visual approach slope indicator)	617'	(38) Box Hangar
(7) FBO	644'	(23) Covered Storage	627'	(39) Box Hangar (2)
(8) Portable Office	635'	(24) Electrical Vault	625'	(40) Portable T-hangers
(9) Box Hangar	644'	(25) Storage	623'	(41) Portable T-hangers
(10) Airport Maintenance	643'	(26) Fire Retardant Storage	625'	(42) FBO
(11) FBO (2)	642'	(27) FBO Offices	643'	(43) FBO
(12) Box Hangar	639'	(28) Portable T-hangar	630'	(44) Box Hangars (4)
(13) Airport Administration	644'	(29) Storage	623'	(45) Box Hangars (4)
(14) Storage Building	644'	(30) Box Hangar	639'	(46) Street Sweeper Fuel Station
(15) Electrical Vault and Future Standby Generator	641'	(31) Portable T-hangers	635'	
(16) Commercial Building	641'	(32) T-hangers (10)	634'	

LAYOUT PLAN NOTES	
• ALP prepared using design criteria from FAA Advisory Circulars 150/5300-13A Change 1, "Airport Design"; 150/5070-6A, "Airport Master Plans"; and Part 77 of the Federal Aviation Regulations (FAR), "Safe, Efficient Use, and Preservation of the Navigable Airspace."	
(a) The proposed 465 foot runway extension project identified herein is for long-term planning purposes only. This proposed project shall not be undertaken without prior NEPA environmental processing and written FAA approval. Precondition will include FAA Forecast approval and FAA approval of airfield standard design.	
(b) All coordinates NAD83. Horizontal data source: AGIS Survey by Woolpert, March 2009.	
(c) All elevations NAVD83. Data source: AGIS Survey by Woolpert, March 2009.	
(d) Temperature Source: Western Regional Climate Center. Station #049122, Ukiah, California.	
(e) Magnetic Declination Source: NOAA, National Geophysical Data Center.	
(f) The building restriction line (BRL) is based on a composite of airfield design setbacks such as the taxiway object free area (TOFA) and Part 77 airspace surfaces. Allowable building elevations above ground level are noted at each line: 25 feet above runway elevation on west side of runway, and 10 feet above runway elevation on east side of runway.	
(g) Taxiway object free area (TOFA) from Taxiway A centerline is based on critical aircraft wingspan. Taxiway centerline to object separation equal to 0.7 times the critical aircraft wingspan plus 10 feet. [0.7(54.5')+10']=49 feet. Wing tip clearance equal to 0.2 times the wingspan plus 10 feet. [0.2(54.5')+10']=21 feet.	
(h) Future chevrons shown as near-term marking solution. See inset below for long-term marking design.	
(i) Proposed tie-down apron is depicted for long-term planning purposes only.	
(j) Proposed run-up apron is depicted for long-term planning purposes only.	
(k) Proposed New Taxiway A2 to existing Runway 15 end threshold and new chevrons aft of existing Runway 15 end will correct and eliminate the non-standard aligned taxiway design.	

FUTURE FACILITIES	
(f1) Proposed Tiedown Apron	
(f2) Future Fuel Farm	
(f3) Future Wash Rack	
(f4) Future PAPI	
(f5) Future Box Hangars	
(f6) Future Helicopter Parking Spaces	



SUBMITTED BY:								
By	Date							
FAA Approval Space	REVISION							
	NO.	1	ALP Update (AC 13A Compliance, Rwy. Width Reduction, Rwy End Mods)	Mead & Hunt, Inc. April 2015				
	SPONSOR							
	DATE							
UKIAH MUNICIPAL AIRPORT UKIAH, CALIFORNIA								
AIRPORT LAYOUT PLAN								
		133 Aviation Boulevard, Suite 100 Santa Rosa, California 95403 (707) 526-5010 Fax (707) 526-9721 www.meadhunt.com						
DESIGN:	CS/BM	DRAWN:	TE/DS	DATE: April 2015				
				SHEET 2 OF 11				



ITEM NO.: 13a

MEETING DATE: November 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: DISCUSSION AND INTRODUCTION OF AN ORDINANCE BY TITLE ONLY, AMENDING DIVISION 6, CHAPTER 3, ARTICLES 1, 2, AND 3 OF THE UKIAH CITY CODE AND ADOPTING THE 2016 CALIFORNIA FIRE CODE; AND ADOPTION OF A RESOLUTION ESTABLISHING FINDINGS OF FACT AND NEED FOR MODIFICATIONS TO THE STATE BUILDING STANDARDS CODE BECAUSE OF LOCAL CONDITIONS

Summary: Council will consider introducing an ordinance adopting the 2016 California Fire Code and adoption of a resolution establishing findings of fact and need for modifications to the California Building Standards Code because of local conditions.

Background: The California Fire Code is part of the California Building Standards Code, and a new edition is published every three years by order of the California State Legislature. These new building and fire standards take effect January 1, 2017, unless otherwise stipulated.

A City may establish more restrictive standards reasonably necessary because of local climatic, geological, or topographical conditions. These findings of local conditions and adopted local standards must be filed with the California Building Standards Commission to become effective. Previous additions and amendments do not apply without appropriate adoption.

Discussion: The City of Ukiah Fire Department has begun the process of adopting the updated 2016 California Fire Code. There are no new amendments submitted for consideration at this time and the current City of Ukiah Fire Prevention Code shall remain as published and accepted in its current form. However, the City Code sections adopting amendments to the 2013 Fire Code are amended in the proposed ordinance to reference the 2016 Fire Code.

In an ongoing effort to provide more consistency in the application of the Fire Codes within the greater Ukiah Valley, the City of Ukiah Fire Department has and will continue to work closely with the Ukiah Valley Fire District in the application of any California Fire Code requirements to address local issues.

Therefore, Staff recommends introducing the Ordinance (Attachment 1) by title only, and adopting the Resolution (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.

RECOMMENDED ACTION(S): Discuss and introduce an ordinance by title only, amending Division 6, Chapter 3, Articles 1, 2, and 3 and adopting the 2016 California Fire Code; and adopt resolution establishing findings of fact and need for modifications to the State Building Standards Code.

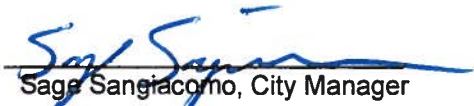
ALTERNATIVES: Provide staff with alternate direction.

Citizens advised: Ukiah Valley Fire District
Requested by: Kevin P. Jennings, Division Chief / Prevention Officer
Prepared by/Contact: Kevin P. Jennings, Division Chief / Prevention Officer
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Kevin P. Jennings, Division Chief / Prevention Officer
Attachments: 1. Ordinance
2. Resolution

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 6, CHAPTER 3, ARTICLES 1, 2, AND 3, OF THE UKIAH CITY CODE, ENTITLED: FIRE PREVENTION CODE, TO ADOPT THE 2016 EDITION OF THE CALIFORNIA FIRE CODE, INCLUDING ADDITIONS OR AMENDMENTS THERETO TO ADDRESS LOCAL CONDITIONS.

The City Council of the City of Ukiah does ordain as follows:

SECTION ONE

Ukiah City Code Section 5200 is hereby amended to read as follows:

SECTION 5200: ADOPTION OF CALIFORNIA FIRE CODE:

A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Ukiah, being marked and designated as the California Fire Code, 2016 edition, including Appendix Chapter 4 and Appendices A, B, BB, C, CC, D, F, G, H, I, J, and K as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Ukiah, in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City Clerk are hereby referred to, adopted, and made part hereof, as if fully set out in the ordinance, with the additions, insertions, deletions, and changes, if any, prescribed in Division 6, Chapter 3, Articles 2 and 3 of this Code.

SECTION TWO

Additions to existing Section 5200.5

SECTION 5200.5: INSERTIONS INTO CERTAIN SECTIONS OF THE CALIFORNIA FIRE CODE 2013 EDITION:

The following sections of the California Fire Code, 2016 edition, are hereby revised by inserting information specific to the City of Ukiah so that these sections read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Ukiah, hereinafter referred to as "this code".

Section 109.4 Violation Penalties of Chapter 1 is amended to read as follows:

Section 109.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of an infraction, provided however the first citation within a 12-month period, for violations of the Fire Code and any amendments adopted herein, shall be treated as a Civil Penalty payable directly to the City of Ukiah and is set at \$250.00 plus the actual costs of all inspections required to gain

compliance at the current rate set by the City of Ukiah, \$50.00 per hour, or fraction thereof with a 1 hour minimum. Said civil penalties shall be a debt owed to the City of Ukiah by the person responsible for the violation within thirty (30) days after the date of mailing the citation.

Each day that the violation continues after due notice has been served shall be deemed a separate offense.

Section 111.4 Failure to Comply of Chapter 1 is amended to read as follows:

Section 111.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be subject to a fine payable directly to the City of Ukiah in the amount of not less than \$250.00 or more than \$1000.00 plus actual cost of all inspections required to gain compliance at the rate set by the City of Ukiah, \$50.00 per hour / 1 hour minimum. Said civil penalties shall be a debt owed to the City of Ukiah by the person responsible for the violation within thirty (30) days after the date of mailing citation based on the violation.

Section 503.3.1 Fire Lane Designation of Chapter 5 is hereby added to read as follows.

Section 503.3.1 Fire Lane Designation. Where the fire code official determines that it is necessary to ensure adequate fire access, the fire code official may designate existing roadways as fire access roadways as provided by Vehicle Code section 22500.1 (public) or 22658(a) (private).

Section 505.1 Address Identification of Chapter 5 is hereby amended to read as follows:

Section 505.1 Address Identification. Approved numbers and / or addresses shall be placed and maintained on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said number, or address shall contrast with its background and shall meet the minimum standards as to size: 4" high with a 0.5" stroke for residential buildings, 6" high and a 0.5" stroke for commercial and multi-residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the fire code official, such as rear access doors, building corners, and entrances to commercial centers. The fire code official may establish different minimum sizes for numbers for various categories of projects.

Section 505.5 Response Map Updates of Chapter 5 is hereby added to read as follows:

Section 505.5 Response Map Updates. Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates in a format (PDF and / or CAD format as approved by the fire code official) or compatible with current department mapping services, and shall be charged a reasonable fee for updating all response maps associated with this development.

Section 605.3.1.1 Alternate Power Sources of Chapter 6 is hereby added to read as follows:

Section 605.3.1.1 Alternate Power Sources. All permanent installations of electrical generators, wind generators, or other power sources shall be approved by the building code official. All applicable provisions of the National Electrical Code, the Uniform Fuel Gas Code, the

California Building Code, and this Code shall be followed for any such installation. Permanent engraved and affixed signage, red in color, reading "WARNING – This premise is provided with an Alternate Power source, Disconnection of commercial power may not disable the electric power source". Lettering shall be a minimum of 0.5" tall and shall be permanently affixed on each electrical panel subject to back-feed from alternate power sources. Any and all power disabling switches shall be clearly labeled.

Section B105.2 Buildings other than one and two family dwellings of Appendix B is hereby amended as follows:

Exceptions:

1. A reduction in required fire-flow of up to 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration as specified in Table B105.1

Section BB105.1 Fire-Flow requirements for buildings of Appendix BB is hereby amended as follows:

Section BB105.1 The minimum fire flow and flow duration for school buildings shall be specified in Table BB105.1

Exception: A reduction in required fire flow of up to 50 percent is allowed when the building is provided with an approved sprinkler system.

SECTION THREE

That geographic limits referred to in certain sections of the 2016 edition of the California Fire Code are hereby established as follows:

Section 5704.2.9.6.1 The geographic limits referred to in Section 5704.2.9.6.1 of the 2016 edition of the California Fire Code in which storage of Class I, Class II, and liquids in outside above ground tanks is prohibited are amended as follows: In all residential areas and in all commercial areas as established by the City of Ukiah, and agricultural land of less than two (2) acres.

Section 5706.2.4.4 The geographic limits referred to in Section 5706.2.4.4 of the 2016 edition of the California Fire Code in which storage of Class I, Class II, and liquids in aboveground tanks is prohibited are amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the City of Ukiah, and agricultural land of less than two (2) acres.

Section 5806.2 The geographic limits referred to in the 2016 edition of the California Fire Code in which the storage of flammable cryogenic fluids in stationary containers are prohibited, are hereby established as follows: In all residential areas and heavily populated or congested commercial areas, as established by the City of Ukiah.

Section 6104.2 The geographic limits referred to in Section 3804.2 of the 2016 edition of the California Fire Code in which storage of liquefied petroleum gas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7,570 liters), is restricted, are

amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the City of Ukiah.

SECTION FOUR

1. **COMPLIANCE WITH CEQA.** The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060 (c) (2) (the activity will not result in a direct reasonably foreseeable indirect physical change in the environment), 15061 (b) (3) (there is no possibility the activity in question may have a significant effect on the environment.)
2. **SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision or other person or circumstances shall not be affected thereby. The City Council hereby declares that it would have adopted this Ordinance and any section, subsection, sentence, clauses or phrases be declared unconstitutional or otherwise invalid.
3. **EFFECTIVE DATE.** This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on November 2, 2016, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adopted on _____, 2016 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler

RESOLUTION 2016-

RESOLUTION OF THE CITY OF UKIAH, CITY COUNCIL ESTABLISHING FINDINGS OF FACT AND NEED FOR CHANGES OR MODIFICATIONS TO THE STATE FIRE CODE 2016 VERSION BECAUSE OF LOCAL CONDITIONS.

CHANGES OR MODIFICATIONS:

Pursuant to section 13869.7, 17958.5, 1798.7, 17922 and 1841.5 of the State of California Health and Safety Code, the City Council of the City of Ukiah in its ordinance adopting and amending the 2016 Edition of the California Fire Code with reference to the 2013 edition of the International Fire Code, changes or modifies certain provisions of the 2016 California Building Standards Code (Title 24, Part 9) as it pertains to the regulation of buildings used for human habitation. A copy of the text of such changes or modifications is attached.

Findings: Pursuant to Sections 17958.5, 1798.7, 17922 and 1841.5 of the State of California Health and Safety Code, the City Council of the City of Ukiah has determined and finds that the attached changes or modification to the 2016 California Building Code Standards are needed and are reasonably necessary because of local climatic, geographic, and topographic conditions.

Local Conditions: Local conditions have an adverse effect on the prevention of (1) major loss fires, (2) major earthquake damage, and (3) the potential for life and property loss, making necessary changes or modifications to the 2016 California Fire Code, 2016 International Fire Code and the 2016 California Building Standards Code in order to provide a reasonable degree of property security and fire and life safety within the city limits or city owned properties.

Below are listed adverse local climatic (see No. 1), geographic and topographic (see No. 2) conditions.

1. Climatic.

- A. **Precipitation.** Precipitation ranges from 13 to 71 inches per year with an average of approximately 37 inches per year. Approximately eighty-nine percent (89%) falls during the months of November through April, and eleven (11%) from May through October.
- B. **Relative Humidity.** Humidity generally ranges from 35% during daytime to 85% at night. The humidity can drop to 12% or lower during the summer months.
- C. **Temperatures.** Temperatures have been recorded as high as 115 degrees F. Average summer highs are in the 86 to 91 degree range.
- D. **Winds.** Prevailing winds are from the northwest. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the 3 to 18 mph range, gusting to 33 mph, particularly during the summer months. Extreme winds, up to 50 mph, have been known to occur.

- E. **Summary.** These local climatic conditions affect the acceleration, intensity, and size of fire in the community. Times of little or no rainfall, of low humidity and high temperatures create extremely hazardous conditions, particularly as they relate to the ignition of structure fires which have the potential to burn into the vegetation (wildland), and vice versa. The winds experienced in this area can have a tremendous impact upon structure fires in buildings of close proximity to one another, commonly found in the residential neighborhoods throughout the City of Ukiah and surrounding area. During structure, or wildland fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally force fire back into the building and create a blowtorch effect, in addition to preventing “natural” ventilation and cross-ventilation efforts.

2. **Geographic and Topographic.**

- A. The fire environment of a community is primarily a combination of two factors: the area’s physical geographic characteristics and the historic pattern of urban-suburban development. These two factors, alone and combined, create a mixture of environments, which ultimately determines the area’s fire protection needs.

The basic geographical boundaries of Ukiah are roughly Empire Drive to the north, slightly past Washington Ave. to the south, U.S 101 / Oak Manor subdivision to the east and roughly to the midpoint of our western hills to the west.

Ukiah encompasses roughly 4.5 square miles, however various geographic and topographic conditions commonly exist throughout the community. This creates a number of fire environments, each having its own individual fire protection needs.

- B. **Seismic Location.** The relatively young geological processes that have created the San Francisco Bay Area are still active today. Ukiah sits on a portion of the Maacama fault between the San Andreas fault to the west and the Bartlett Springs fault to the east.
- C. **Size and Population.** Within the 4.5 square miles which encompass the City of Ukiah there is an average population of 15,000 to 16,000. With an average mid-day population of possibly as many as 35,000 to 40,000. This is largely due to Ukiah being the county seat, and hosting most of the local business locations within the local area. The City and Fire District are currently in discussions regarding a consolidation of fire protection services. Two fire stations currently serve the needs of not only the City but also of the Fire District. These two stations are located outside the formal city limits. There is no active station within the City currently. This combined fire service handles a diverse responsibility of providing for wildland, urban fires, and freeway, and medical incidents.
- D. **Roads and Streets.** All roadways and / or city streets are maintained by the City of Ukiah “Streets Department”. All or most are of a grid or loop system. Streets in the interface (hillside) areas are narrow and in some locations

rather steep and winding, affording difficult ingress to emergency apparatus. Ingress and egress into the foothill areas will be made extremely difficult by large-scale emergencies such as earthquake and wildland fire.

- E. **Topography.** The City of Ukiah is situated in a relatively large, somewhat flat valley, with slopes ranging from 0 to 5%. There is however, along our western boundaries some rather steep roads leading into small pockets of development. Typically all residential. The average elevation of the City is roughly 600 +/- feet above sea level.
- F. **Vegetation.** The overall vegetation of the local area is of a semi-arid Mediterranean type. Most of our exposure is located on the eastern facing slopes with heavy oak and annual grasses.

There has been some development into areas of the city with heavier vegetation, specifically in the western hills from Doolan Canyon to Low Gap Rd.

- G. **Hydrology.** The easterly most boundary of Ukiah abuts the Russian River on the east side of the city. Annual precipitation at or above the annual average of 37 inches can result in flooding along the Russian River and its tributaries. The last significant flooding occurred in 2006, and affected several neighborhoods within the city limits in close proximity to the Russian River. This flood and other flooding events lead to increased emergency response times for apparatus responding through or around the flooded roadways.
- H. **Summary.** The above local geographic and topographic conditions increase the magnitude, exposure, and accessibility problems, and fire hazards presented to the City of Ukiah.

Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself.

The majority of the industrial / commercial complexes are located in close proximity to the Maacama fault. This fault zone also contains the largest concentration of hazardous materials. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. City of Ukiah emergency resources would have to be prioritized to mitigate the greatest threat, and may likely be unavailable for smaller single-dwelling or structure fires.

Other variables may tend to intensify the situation:

1. The extent of damage to the water system.
2. The extent of isolation due to bridge and / or freeway overpass collapse.
3. The extent of roadway damage and / or amount of debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.

Conclusion. Local climatic, geographic and topographic conditions impact fire prevention efforts, and the frequency, spread, acceleration, intensity and size of the involving buildings in this community. Further, they affect potential damage to all structures from earthquake, or flood, and subsequent fire. Therefore it is found to be reasonably necessary that the California Fire Code be changed or modified to mitigate the effects of the above conditions.

Furthermore, California Health and Safety Code Section 17958.7 requires that the modification or change be expressly marked and identified as to which each finding refers. Therefore the City of Ukiah, City Council finds that the following table provides code sections that have been modified pursuant to **Ordinance 2016-_____** which are standards as defined in Health and Safety Code Section 18909, and the associated referenced conditions for modification due to local climatic, geological and topographical reasons.

<u>Section Number</u>	<u>Local climatic, geological and topographical conditions</u>
503.3.1	1e, 2a, 2d, 2e, 2f
505.1	1e, 2h
505.5	1e, 2h
605.3.1.1	1e, 2h

Minor administrative changes not affected by local climatic, geological, or topographical conditions.

Section 109.4, Violation Penalties
Section 111.4, Failure to Comply

NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED that the Fire Marshall of the City of Ukiah Fire Department shall provide a copy of the change or modification together with a copy of this resolution to the City of Ukiah, Ukiah City Council pursuant to California Health and Safety Code Section 13869.7(b)

PASSED AND ADOPTED, by the City of Ukiah, City Council, State of California, on November 2, 2016.

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Stephen G. Scalmanini, Mayor

Kristine Lawler, City Clerk



ITEM NO.: 13b

MEETING DATE: November 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: DISCUSSION AND POSSIBLE INTRODUCTION OF ORDINANCE BY TITLE ONLY AMENDING PORTIONS OF UKIAH CITY CODE (UCC) DIVISION 3, CHAPTERS 1 AND 2 PERTAINING TO THE ADOPTION OF THE BUILDING CODES AND AMENDMENTS THEREOF

Summary: Council will consider introducing an ordinance that would make amendments to the City Code provisions related to Building Code regulations. As indicated, the proposed changes are prompted by new building codes that were adopted by the State of California and will become effective on January 1, 2017.

Background: Every three years the State adopts new construction codes and each City or jurisdiction is required to adopt an ordinance (Attachment #1) amending the local Municipal Code accordingly. The proposed amendments to Division 3, Chapters 1 and 2 concern the adoption of the California Code of Regulations (Title 24) with appendices and amendments. The proposed amendments are summarized below along with background information.

Proposed Amendments to Division 3, Chapters 1 and 2 (Building)

The following list is a summary of the primary proposed changes:

1. The appendices, which are incorporated into each of the California Codes, are not adopted by the State. Appendices must be adopted locally to be enforced. Some of the appendices in this code adoption were renamed (UCC Section numbers 3003 and 3008) and some were added (UCC Section number 3009) based on the new edition of the Codes.
2. In order to comply with the National Flood Insurance Program (NFIP) requirements, additional language related to Floodplain Management was added (UCC Section numbers 3031 to 3035) and language clarifying expiration of electrical permits was also added (UCC 3039).
3. Various UCC Code Sections and California Code Section numbers were changed and updated (UCC Section numbers 3036 to 3038).

Continued on Page 2

RECOMMENDED ACTION(S): Introduce ordinance, by title only, amending portions of the Ukiah City Code (UCC) Division 3, Chapters 1 and 2 pertaining to the building regulations.

ALTERNATIVES: N/A

Citizens advised: Announcements sent out to contractors and design professionals (Attachment #2).
Requested by: David Willoughby, Building Official
Prepared by: David Willoughby, Building Official and Ben Kageyama, Senior Civil Engineer
Coordinated with: Kevin Thompson, Interim Planning Director and David J. Rapport, City Attorney
Presenter: David Willoughby, Building Official
Attachments: 1. Ordinance amending UCC
2. Announcements sent out to public

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

Development in the methods and materials in the building industry and the degree of public safety required has constantly changed over the years. Because of this, the codes regulating buildings have also changed. In order to speed up the code changing process, California and other states have implemented a triennial review, modification, and adoption process.

On January 1, 2017, the State of California will enforce the new Title 24 Code of Regulations which includes the Administrative, Building, Residential, Electrical, Mechanical, Plumbing, Energy, Historical Building, Existing Building, Green Building Standards, and the Referenced Standards Codes. California Building Standards (Title 24 Code of Regulations) are applicable to all buildings throughout California, whether or not the local government takes an affirmative action to adopt those California Building Standards.

Discussion: By locally adopting an ordinance pertaining to Building Codes the City of Ukiah is: 1) Affirming the California Building Standards and 2) Able to add appendices and amendments to these Standards.

Appendices: Adopting the appendices allows the City to include important regulations not contained in the body of the various codes. An example of this is Appendix J in the Building Code which addresses regulations for grading. Without adopting Appendix J, the City would not have codes and standards to regulate grading operations.

Amendments to Standards: Adopting amendments to the California Building Standards allows the City to establish more restrictive standards which are reasonably necessary because of local climatic, geological, or topographical conditions.

Since the only amendments staff is proposing for this code cycle are administrative changes, the ordinance does not need to be filed with the California Building Standards Commission and the changes will become effective thirty days from adoption of the ordinance.

In keeping with the City's Core Value of Service, staff has mailed out a packet to contractors and designers consisting of 1) a summary of the new code changes with a brief description of the code adoption process, the time and date of the City Council meeting for the proposed introduction of the Ordinance, and the location, time and date for a joint City of Ukiah and Mendocino County discussion on the new codes; 2) a flyer specifically for the Energy Code changes; and 3) a flyer for the City hosted and upcoming California Energy Code class (attachment #2).

ENVIRONMENTAL (CEQA) DETERMINATION: Staff has determined that the code amendment project is exempt from the requirements of the California Environmental Quality Act, pursuant to Section 15061(b)(3) because based on the information contained in the record, it can be seen with certainty that there is no possibility that the code amendments would cause a significant effect on the environment.

Recommendation: It is staff's recommendation to introduce the ordinance by title only amending portions of Division 3, Chapters 1 and 2 of the Ukiah City Code pertaining to Building regulations.

No fiscal impact.

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

ORDINANCE NO. 2016-

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING PORTIONS OF DIVISION 3, CHAPTERS 1 AND 2 OF THE UKIAH CITY CODE, PERTAINING TO THE ADOPTION OF THE BUILDING CODES AND AMENDMENTS THEREOF

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

SECTION ONE.

Ukiah City Code Sections 3003, 3008, and 3009 in Division 3, Chapters 1, Article 2 of the Ukiah City Code, are hereby amended to read as follows.

§ 3003: CALIFORNIA RESIDENTIAL CODE:

The term "California Residential Code" as used in this Chapter shall mean the publication published by the California Building Standards Commission entitled "California Residential Code" including the following appendices: V (Swimming Pool Safety Act) with the year of the edition designated.

§ 3008: CALIFORNIA HISTORICAL BUILDING CODE:

The term "California Historical Building Code" as used in this Chapter shall mean the publication published by the California Building Standards Commission entitled "California Historical Building Code" including Appendix A (Provisions of Chapter 8-6 Applicability), with the year of the edition designated.

§ 3009: CALIFORNIA EXISTING BUILDING CODE:

The term "California Existing Building Code" as used in this Chapter shall mean the publication published by the California Building Standards Commission entitled "California Existing Building Code" including the Appendix A Chapter A1 (Seismic Strengthening Provisions for Unreinforced Masonry Bearing Wall Buildings), Referenced Standards, Appendix A Chapter A3 (Prescriptive Provisions for Seismic Strengthening of Cripple Walls and Sill Plate Anchorage of Light, Wood-Frame Residential Buildings), Appendix A Chapter A4 (Earthquake Risk Reduction in Wood-Frame Residential Buildings with Soft, Weak or Open Front Walls), with the year of the edition designated.

SECTION TWO.

New Sections 3031-35 and 3039 are hereby added to and existing Sections 3031-3033 are re-numbered and amended as Sections 3036-3038 in Division 3, Chapter 1 Article 3 of the Ukiah City Code, to read as follows.

§ 3031: CALIFORNIA BUILDING CODE APPENDIX G, SECTION G102.3 IS ADDED AS FOLLOWS:

Legal Authority Authorizing Regulation of Land Use. The legal authority authorizing the regulation of land use includes California Government Code Sections 65302, 65560 and 65800, authorizing local governments to promote the public health, safety, and general welfare of its residents through the adoption of zoning and subdivision ordinances, the authorities cited in the California Building Standards Code and the other codes adopted in this Division 3 of the Ukiah City Code and in the subdivision and zoning regulations contain in Division 9 of this Code.

§ 3032: CALIFORNIA BUILDING CODE APPENDIX G, SECTION G102.4 IS ADDED AS FOLLOWS:
Abrogation and Greater Restrictions. These regulations supersede any ordinance in effect in flood hazard areas. However, these regulations are not intended to repeal or abrogate any existing ordinances including land development regulations, subdivision regulations, zoning ordinances, storm water management regulations, or building codes. In the event of a conflict between these regulations and any other ordinance, code, or regulation, the more restrictive shall govern.

§ 3033: CALIFORNIA BUILDING CODE APPENDIX G, SECTION G102.5 IS ADDED AS FOLLOWS:
Disclaimer of Liability. The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of Ukiah, any officer or employee thereof, the State of California, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

§ 3034: CALIFORNIA BUILDING CODE APPENDIX G, SECTION G102.6 IS ADDED AS FOLLOWS:
Severability. This Chapter and the various parts thereof are hereby declared to be severable. Should any section of this Chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Chapter as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

§ 3035: CALIFORNIA BUILDING CODE APPENDIX G, SECTION G103.10 IS ADDED AS FOLLOWS:
Requirement to Submit New Technical Data. The Building Official shall require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to the Federal Emergency Management Agency the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change the base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available.

§ 3036: CALIFORNIA RESIDENTIAL CODE SECTION R105.5 IS AMENDED AS FOLLOWS:
Every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void unless a required inspection is received and signed off within 180 days after its issuance or within 180 days of the last received and signed off inspection. If a permit expires, the permittee may apply to reinstate the permit, subject to a fee established from time to time by resolution of the City Council.

§ 3037: CALIFORNIA MECHANICAL CODE SECTION 104.4.3 IS AMENDED AS FOLLOWS:
Every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void unless a required inspection is received and signed off within 180 days after its issuance or within 180 days of the last received and signed off inspection. If a permit expires, the permittee may apply to reinstate the permit, subject to a fee established from time to time by resolution of the City Council.

§ 3038: CALIFORNIA PLUMBING CODE SECTION 104.4.3 IS AMENDED AS FOLLOWS:
Every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void unless a required inspection is received and signed off within 180 days after its issuance or within 180 days of the last received and signed off inspection. If a permit expires, the permittee may apply to reinstate the permit, subject to a fee established from time to time by resolution of the City Council.

§ 3039: CALIFORNIA ELECTRICAL CODE SECTION 89.108.4.1 IS AMENDED AS FOLLOWS:

Every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void unless a required inspection is received and signed off within 180 days after its issuance or within 180 days of the last received and signed off inspection. If a permit expires, the permittee may apply to reinstate the permit, subject to a fee established from time to time by resolution of the City Council.

SECTION THREE.

1. SEVERABILITY.

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

2. PUBLICATION AND EFFECTIVE DATE.

This Ordinance shall be in full force and effect on January 1, 2017. Within fifteen 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 15 days after its adoption.

Introduced by title only on November 2, 2016, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adopted on _____, 2016 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk



**Department of Community Development
Building Division**

**SUMMARY OF SOME OF THE SIGNIFICANT CHANGES TO THE 2016 CALIFORNIA
BUILDING CODE**

1. Newly constructed group R-2 and R-3 buildings shall be provided with EV charging infrastructure. CBC 420.9
2. The provisions regulating building height and area limitations have been extensively revised with no change in technical application in order to increase user friendliness. CBC Chapter 5
3. Footnote d to Table 601 addressing 1 hour substitution has been deleted.
4. Equivalent size dimensions for structural composite lumber (SCL) in relationship to solid sawn Type IV heavy timber members have been added into Table 602.4.
5. Cross laminated timber is not permitted within the exterior walls of Type IV buildings where protected by one of three specified materials. CBC 602.4.2
6. The minimum required fire separation distance between a wall or roof projection and the property line has been significantly increased. CBC 705.2
7. The occupant load for retail stores has been revised so that a single factor of 60 square feet per person applies to all floor levels (first floor was 30). CBC Table 1004.1.2
8. The means of egress requirements have been modified in chapter 10.
9. Group R-1 occupancies (hotels) have been added in the requirements for fall protection from windows less than 36 inches above the finished floor and more than 72 inches above grade. CBC 1015.8
10. The required types and locations of vapor retarders have been revised. CBC 1405.3
11. Requirements for rooftop mounted photovoltaic (PV) systems have been added including dead load requirements identified on the construction documents (CBC 1603.1.8), roof structure design requirements (CBC 1607.12.5), and seismic requirements for ballasted systems (CBC 1613.6).
12. Many changes and additions to the special inspection requirements in chapter 17.

13. Requirements have been added when excavating near foundations CBC 1804.1.
14. A new definition for Cross laminated timber has been added (CLT) to chapter 2.
15. Clarifies that the exterior wall sheathing requirements for out of plane wind resistance are equally applicable to the gable area at the end walls. CBC 2304.6
16. The conventional light frame construction portion of the code book has been reorganized in its entirety. Significant changes include the introduction of new designations for wall bracing methods similar to those in the CRC. CBC 2308
17. Glazing at the bottom stairway landing has been revised to require safety glazing within 60" of the finished floor within 60" horizontally of the bottom tread nosing and within a 60" horizontal arc if less than 180 degrees from bottom tread nosing. CBC 2406.7
18. Chapter 34 has been deleted and existing buildings will now be solely regulated by Title 24, Part 10 – California Existing Building Code.

SUMMARY OF SOME OF THE SIGNIFICANT CHANGES TO THE 2016 CALIFORNIA RESIDENTIAL CODE

1. The maximum height for accessory structures has been increased from two to three stories above grade plane. CRC R101.2
2. Sunrooms are now required to comply with AAMA/NPEA/NSA 2100-12. The standard contains requirements for habitable and non-habitable sunrooms. CRC R301.2.1.1.1
3. Fire separation wall provisions between townhomes have been changed from structurally independent fire-resistant rated walls to common fire walls. CRC R302.2
4. The requirement for one habitable room with a minimum floor area of 120 square feet has been removed so that the minimum room size is now 70 square feet. CRC R304.1
5. The minimum ceiling height for bathrooms, toilet rooms, and laundry rooms has been reduced to 6' 8". CRC R305
6. Glazing installed perpendicular to a door in a closed position and within 24" of the door only requires safety glazing if it is on the hinge side of an in-swing door. CRC R308.4.2
7. New single and two family dwellings and townhomes are now required to be made ready for EV charger installations. CRC R309.8
8. The total vertical rise in a stairway without an intermediate landing has increased from 144 inches to 147 inches. CRC R311.7.3
9. Ramps serving the egress door required by Section R311.2 shall have a slope of not more than 1:12. All other ramps shall have a maximum slope of 1:8. CRC R311.8

10. The percentage of required recycled or salvaged for reuse material was increased from 50% to 65%. CRC R334
11. Anchor bolts are now required to be placed in the middle third of the sill plate. CRC R403.1.6
12. An exception for wall studs greater than 10 feet tall was added. CRC R602.3.1
13. The minimum required capacity of the Portal Frame hold down was lowered to 3500 lbs. CRC R602.10.6.2

SUMMARY OF SOME OF THE SIGNIFICANT CHANGES TO THE 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE (CAL GREEN)

1. The construction waste reduction, disposal and recycling requirements for nonresidential buildings will be required for additions and alterations whenever a permit is required for work. CGBSC 5.408
2. The minimum percentage of construction waste to be recycled and/or salvaged for reuse has been increased to 65% for both residential and nonresidential projects.
3. Electric vehicle (EV) supply equipment shall be installed for each new one and two family dwelling and town homes with attached private garages. CGBSC 4.106.4
4. Construction documents shall indicate location of the proposed EV space(s). CGBSC 4.106.4.2.1
5. Requirements for commercial kitchen food waste disposers. CGBSC 5.303.4

SUMMARY OF SOME OF THE SIGNIFICANT CHANGES TO THE 2016 CALIFORNIA ELECTRICAL CODE

1. The dishwasher circuit is required to be GFCI protected. CEC 210.8(D)
2. Arc-Fault circuit interrupter protection was added to include the kitchen and laundry rooms and changes to the methods of compliance. CEC 210.12
3. At least one 15A or 20A receptacle shall be installed within 50 feet of the electrical service equipment except for one and two family dwellings.

SUMMARY OF SOME OF THE SIGNIFICANT CHANGES TO THE 2016 CALIFORNIA MECHANICAL CODE

1. Equipment in closet or alcove installations must be listed for installation in rooms "not large in comparison to the equipment". CMC 303.2
2. A 30" x 30" platform is required for equipment installed on roofs when the slope is greater than 4:12. CMC 304.2

3. Clean outs are required for condensate drains to allow maintenance without requiring drain to be cut. CMC 310.3.1
4. New clarification for when Type I and Type II hoods are required. CMC 508
5. Chapter 10 (boilers) was completely revised with an additional 20 pages added.
6. Expansion tanks are required on all hydronic systems. CMC 1209

SUMMARY OF SOME OF THE SIGNIFICANT CHANGES TO THE 2016 CALIFORNIA PLUMBING CODE

1. Freeze protection is required for water piping in attics, crawl spaces, and exterior walls. CPC 312.6
2. Where a separate toilet facility is required for each sex, and each toilet facility is required to have only one water closet, two family or assisted-use toilet facilities shall be permitted in place of the required separate toilet facilities. CPC 422.2.1
3. Plastic materials for building supply piping outside underground shall have a blue insulated copper tracer wire adjacent to the piping. CPC 604.10.1
4. Domestic hot water piping shall be insulated. CPC 609.11 (There are discrepancies between the plumbing and the energy codes. The most restrictive applies: < 1" pipe = 1" insulation, 1" – 1 ½" pipe = 1 ½" insulation, > or = 2" pipe = 2" insulation).
5. A clean-out is required above fixture connection fitting serving a urinal regardless of the location of the urinal in the building. CPC 707.4
6. Clearances in front of clean-outs has been increased: 1 ½" and 2" pipe = 18" clearance and pipe > 2" = 24" clearance. Also the distance from a clean out to the underfloor access has been reduced from 20' to 5'. CPC 707.9
7. Horizontal wet venting has been changed to include only one bathroom group (instead of two). CPC 908.2.1

SUMMARY OF SOME OF THE SIGNIFICANT CHANGES TO THE 2016 CALIFORNIA ENERGY CODE

In an effort to achieve net zero energy use for residential occupancies by 2020, the California Energy Commission has increased the requirements and made the new code 28% more efficient and stringent than the 2013 energy standards. This has resulted in many changes for the residential portion of the code. The nonresidential requirements have not changed much this code cycle. Rather than list all the changes I have included a flyer from Energy Code Ace which does a good job in providing an overview of the changes.

I have also included a flyer from Energy Code Ace for a free class that the City of Ukiah is hosting on the 2016 Energy Code changes. The class is scheduled for Monday, November 23rd at the Ukiah Valley Conference Center. Please take advantage of this free and exceptional training opportunity. Follow the instructions on the flyer to register.

2016 CODE ADOPTION PROCESS

The California Code of Regulations Title 24, Parts 1 through 12 which includes the following:

- California Administrative Code
- California Building Code
- California Residential Code
- California Electrical Code
- California Mechanical Code
- California Plumbing Code
- California Energy Code
- California Historical Building Code
- California Fire Code
- California Existing Building Code
- California Green Building Standards Code
- California Referenced Standards Code

Is updated and revised every three years. Once all stakeholders and the public have had time for their input the State of California adopts the new code typically on July first. Once the State adopts the Code it goes into effect 6 months later or January first. The new 2016 California Codes will become effective July 1, 2017.

Once the State has adopted the new code all local jurisdictions have the following 6 months to locally adopt the code and add any local amendments.

The City of Ukiah will be introducing an Ordinance to adopt the 2016 California Codes along with the local amendments at the City Council meeting scheduled for Wednesday night at 6:00 p.m. on November 2, 2016. You are welcome to attend if you are interested.

There will be a joint City of Ukiah and Mendocino County public outreach for all interested in the 2016 California Code changes hosted by the Mendocino County Planning and Building Department at 7:00 a.m. on Thursday, November 17, 2016 at the Planning and Building Department lobby located at 860 N. Bush St., Ukiah.

For more information or an explanation of any of the code changes listed above, contact:

David Willoughby, Building Official
300 Seminary Avenue
Ukiah, CA 95482
(707) 467-5718 / dwilloughby@cityofukiah.com



Overview

The 2016 update to the Residential Building Energy Efficiency Standards (Energy Standards) requires new and altered homes to become more efficient in several ways to create energy and environmental savings for Californians. See Figure 1 below for building systems that include updates under the new 2016 Energy Standards.

The 2016 Energy Standards have been adopted, and once approved, will be implemented for projects permitted on or after January 1, 2017. For more detailed information, see the related [California Energy Commission \(Energy Commission\) FAQ sheet](#).

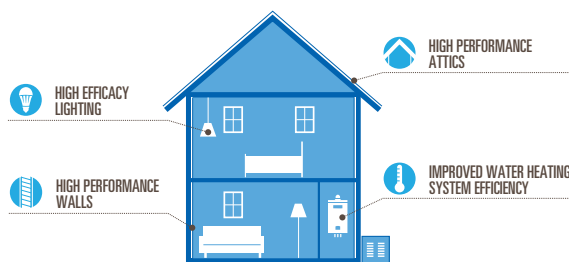


Figure 1: Title 24, Part 6 2016 Update Infographic by Energy Commission

Statewide Savings

The incremental changes to California's energy code mean big savings across the state for ratepayers. Per the Energy Commission, new residential requirements for the 2016 code cycle mean real savings for homeowners—around \$7,400 over a 30 year mortgage. A single family home that meets the 2016 standards could see 28% more energy savings in regulated loads than those built under the 2013 Energy Standards. See the [Adoption Hearing Presentation](#) for more 2016 Energy Standards energy impacts.

California's Energy Goals

California's Energy Efficiency Strategic Plan describes energy efficiency as the "least cost, most reliable, and most environmentally sensitive resource, and minimizes our contribution to climate change."

The Strategic Plan goes on to outline four "Big Bold Strategies" to guide the market transformation necessary to meet the State's energy goals. A short description of the "Big Bold Strategies" and overview of the Strategic Plan is included in a summary [Fact Sheet](#).

Energy codes and standards is one of six themes identified in the Energy Efficiency Strategic Plan to achieve the Big Bold Strategy related to residential construction. The Strategic Plan describes the role of codes and standards as:

"Adopt aggressive and progressive minimum energy codes and standards for buildings and plug loads, effective code compliance and enforcement, and parallel, tiered voluntary energy efficiency standards that pull the market along and set a higher bar for subsequent standards."

The updates made to the Energy Standards described in this fact sheet are meant to take action on the codes and standards theme outlined in the Strategic Plan.

Envelope Highlights

Mandatory Requirements \$150.0

There are several new thresholds for mandatory envelope requirements including:

- Ceiling/Roof insulation maximum = 0.043 U-factor (R-22 wood framing)
- Non-framed (mass) wall maximum = 0.102 U-factor – Equivalency to R-13 wood framing
- Maximum fenestration U-factor = 0.58 (same as 2013)
 - New exception allows for 30 sqft for dual glazed greenhouse windows
- Doors (including pet doors) must meet maximum 0.3 cfm/ft² air leakage

Prescriptive High Performance Walls \$150.1

In Climate Zones 1-5 & 8-16, above grade framed wall assemblies must not exceed a maximum U-factor of 0.051:

- 2x6 @ 16" OC framing—R19 cavity + R5 continuous
- 2x4 @ 16" OC framing—R15 cavity + R8 continuous

In Climate Zones 6 & 7, the maximum U-Factor is 0.065

Prescriptive High Performance Attics \$150.1

There are three options that may be used to comply:

- **Option A:** Ducts and air handler may be located in the attic
 - Install attic radiant barrier (Zones 2-15)
 - Install R-38 insulation at ceiling (R-30 in zones 3 & 5-7)
 - Install continuous roof deck insulation (Zones 4 & 8-16)
 - R-6 with air space above insulation/ R-8 with no space
- **Option B:** Ducts and air handler may be located in the attic
 - Install attic radiant barrier (Zones 2,3 & 5-7)
 - Install R-38 insulation at ceiling (R-30 in Zones 3 & 5-7)
 - Install below roof deck insulation (at rafter) (Zones 4 & 8-16)
 - R-13 with air space above insulation/ R-18 with no space
- **Option C:** Ducts and air handler must be located in conditioned space
 - Install attic radiant barrier (Zones 2-15)
 - Install R-38 insulation at ceiling (R-30 in Zones 3 & 5-7)

Prescriptive Additions \$150.2

There are several options that allow for extensions of existing wood-framed walls to retain the same dimensions.

- Install R-15 in 2x4 framing
- Install R-19 in a 2x6 framing

Mechanical Highlights

Updates were made to both mandatory and prescriptive HVAC requirements under the 2016 Standards:

Mandatory Requirements §150.0(m)

- All ducts in conditioned spaces must include R-4.2 insulation.
- Duct leakage requirement has been reduced to 5% maximum for single family homes.

Prescriptive Requirements §150.1

- High performance attics with ducts in attic (options A and B)
 - R-8 duct insulation in Zones 1-2, 4, 8-16
 - R-6 duct insulation in Zones 3, and 5-7
- High performance attics with ducts in conditioned space (option C)
 - R-6 in all zones
- Whole house fans must supply 1.5 cfm/sf (reduced from 2 cfm/sf). Attic vent area also reduced to 1 sf/ 750 cfm of airflow.

Domestic Hot Water Highlights

Increased Prescriptive Efficiency for Water Heaters (3 options) §150.1(c)8

1. Tankless (gas or propane): minimum energy factor of 0.82
2. Tank ≤ 55 gal (gas or propane): minimum energy factor of 0.60. Additional HERS verification: HERS verified Quality Insulation Installation (QII) and either HERS verified compact hot water distribution system or HERS verified DHW pipe insulation required.
3. Tank > 55 gal (gas or propane): minimum energy factor of 0.76. Additional HERS verification: HERS verified compact hot water distribution system or HERS verified DHW pipe insulation required.

Mandatory Isolation Valves §110.3(c)7

- Instantaneous water heaters with an input rating of 6.8kBTU/hr (2 kW) or greater need an isolation valve on cold water supply and hot water leaving water heater.
- Each valve needs a hose bibb or other fitting allowing for flushing the water heater when the valves are closed.

Mandatory Water Heater Pipe Insulation §150.2(b)1G

- For water heater replacements, install piping insulation per mandatory requirements. Insulation for existing accessible piping must meet the requirements of Sections 150.0(j)2Ai, iii and iv.

Onsite Renewable Systems Highlights

The compliance credit for installing PV systems is only available if the project meets the following conditions:

- The Performance Approach is used
- The project is in Climate Zones 1-5, 8-16
- The system is ≥ 2 kWdc* for Single Family
- The system is ≥ 1 kWdc* for Multifamily
- The amount of credit will depend upon the Climate Zone and the Conditioned Floor Area of the dwelling.

Note: Taking the PV system credit does not require HERS verification unless getting a rebate from the New Solar Homes Partnership (NSHP).

Lighting Highlights

Mandatory High Efficacy Lighting §150.0(k)

High efficacy lighting is essential to reducing energy load in homes and dwelling units, and the 2016 Standards makes it mandatory that all residential lighting be high efficacy. The Standards do not allow trade-offs between lighting and other features when using the Performance Method.

These mandatory requirements apply to permanently installed light fixtures, including screw-based which must contain JA8 compliant lamps. Table 150.0-A summarized below, lists light source technologies qualified as high efficacy.

Table 150.0-A: High Efficacy Light Sources

Pin-based linear or compact fluorescent lamps light sources using electronic ballasts
Pulse-start metal halide lamps
High pressure sodium lamps
GU-24 sockets containing light sources other than LEDs
Inseparable SSL luminaires that are installed outdoors
Inseparable SSL luminaires containing colored light sources that are installed to provide decorative lighting

Light sources not listed in Table 150.0-A above may be certified to the Energy Commission as high efficacy in accordance with Joint Appendix 8 (JA8).

JA8 compliant light sources must be marked as "JA8-2016" or "JA8-2016-E." "JA8-2016-E" designates light sources that have passed the Elevated Temperature Life Test and are deemed appropriate for use in enclosed luminaires.

JA8 compliant light sources shown in the table below must be controlled by vacancy sensors or dimmers (exceptions for closets <70 SF and hallways, §150.0(k)2K).

Table 150.0-A & JA8: High Efficacy Light Sources

Light sources in ceiling recessed downlight luminaires
LED luminaires with integral sources
Pin-based LED lamps (MR-16, AR-111, etc.)
GU-24 based LED light source

Screw Based Luminaires §150.0(k)G

- Screw based luminaires must contain JA8 compliant light sources.
- Recessed downlight luminaires in ceilings must not contain screw-based sockets.
- Incandescent sources are prohibited from having a GU-24 base (per Title 20 Section 1605.3(k)).

Blank Electrical Boxes §150.0(k)B

- The number of blank electrical boxes more than 5 feet above the finished floor shall not be greater than the number of bedrooms.
- Additionally, these electrical boxes must be served by a dimmer, vacancy sensor, or fan speed control.

Bathrooms, Garages, Laundry Rooms, and Utility Rooms §150.0(k)2J

- At least one fixture must be controlled by a vacancy sensor.

Under Cabinet Lighting §150.0(k)2L

- Any under cabinet lighting (including kitchen) must be switched separately from other lighting systems.

Outdoor Lighting §150.0(k)3

- Must be high efficacy like indoor lighting.
- Must include manual on/off switch and one of the following:
 - Photocontrol and motion sensor
 - Photocontrol and automatic time switch control
 - Astronomical time switch control
 - Energy Management Control System



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2016 ENERGY CODE



Title 24 Part 6

Essentials



Residential Standards

Plans Examiners & Building Inspectors

FREE 2016 Energy Code Training



PREFERRED
EDUCATION
PROVIDER

This hands-on course designed to provide plans examiners and building inspectors with the knowledge and skills needed to more quickly and effectively enforce the 2016 Energy Code for residential projects.

Join us for this course to:

- Understand the 2016 building energy efficiency standards for residential new construction, additions, and alterations
- Understand the purpose of each of the residential compliance forms and related documents
- Effectively communicate energy efficiency compliance options and requirements to builders and clients
- Apply your knowledge of the standards to typical job tasks

DATE: Monday, November 21, 2016

TIME: 8:30am - 4:30pm

LOCATION: Ukiah Valley Conference Center
200 S. School Street Ukiah, CA 95482

INSTRUCTOR: Brian Selby

COST: FREE

REGISTER: goo.gl/IJtqCs

Continental breakfast and lunch provided. All participants receive a comprehensive workbook and tools they can use on the job.

For more information, contact training@energycodeace.com

Find out about all our free trainings at
www.EnergyCodeAce.com/training

Visit www.EnergyCodeAce.com to find out how our free tools, trainings and resources can help you play your cards right by complying with California's building and appliance energy codes and standards. And while you're there, register so we can keep you updated about our new offerings, and Title 24, Part 6 and Title 20 news.



This program is funded by California utility customers under the auspices of the California Public Utilities Commission.

The California
Statewide Codes
& Standards Program

Here to help you
meet the requirements
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All designed to
improve compliance
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building and appliance
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AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AMENDMENT NO. 1 TO THE EXISTING AGREEMENT WITH SYBLON REID, GENERAL ENGINEERING CONTRACTORS, FOR CONDUCTING CRITICAL REPAIRS TO THE LAKE MENDOCINO HYDROELECTRIC PLANT TURBINES DISCHARGE GATES IN AN AMOUNT UP TO \$210,000 AND AUTHORIZE A BUDGET AMENDMENT IN THE AMOUNT OF \$50,000

Summary: The City Council will receive a report and a request to authorize the City Manager to negotiate and execute an amendment to the agreement with Syblon Reid, General Engineering Contractors, for the repair of two turbine discharge gates located at Lake Mendocino Hydroelectric power plant in the amount of \$210,000.

Background: The City's Lake Mendocino Hydroelectric Plant is licensed by the Federal Energy Regulatory Commission (FERC). As such it comes under the FERC jurisdiction for compliance with the license conditions including conducting necessary repairs and maintaining the facility for safe operation.

An initial summary of work to be performed by Syblon Reid is attached (Attachment #1). Due to the major amount of preparation work necessary to perform this work, it is the Departments intent to consider additional work that would be necessary and cost effective. Examples may include gate maintenance, sandblasting and painting. There are no design or construction specifications that can be used to assist in the gate's evaluation resulting in a more accurate cost.

When Syblon Reid visited the plant site last month under contract to perform work on the Tainter valve (top seal and gate repair), staff requested an evaluation of the two discharge gates. One gate was damaged earlier and secured to prevent damage to the gate's structure or the powerhouse.

Syblon Reid and the City inspected the visible portion of the damaged gate. The gate is submerged in turbulent water so it was not possible to accurately evaluate the entire gate or damage. However, it was apparent that one of the side supports to the gate has been separated and as a result it would not be possible to operate the gate in an emergency situation to protect the powerhouse and the structure under high water conditions. Video camera equipment was used in an attempt to determine gate damage. Due to the turbulence and murkiness of the water, results were not meaningful.

Syblon Reid was requested to provide an estimate of repairing and upgrading the two gates as necessary before December 1, 2016, when the need for water supply to the fish hatchery begins. The water diversion

Continued on Page 2

RECOMMENDED ACTION(S): Authorize the City Manager to negotiate and execute an amendment no. 1 to the existing agreement with Syblon Reid, General Engineering Contractors, for conducting critical repairs to the Lake Mendocino Hydroelectric Plant turbines discharge gates in an amount up to \$210,000 and authorize a budget amendment in the amount of \$50,000.

ALTERNATIVES: Remand to staff with direction.

Citizens advised:	N/A
Requested by:	N/A
Contact/Prepared by:	Diann Lucchetti, Administrative Secretary
Coordinated with:	Mel Grandi, Electric Utility Director
Presenter:	Mel Grandi, Electric Utility Director
Attachments:	1. Request for Proposal – Lake Mendocino Dam Discharge Gate Repairs 2. Syblon Reid Hourly Billing Rates

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

to the hatchery starts December 1st and typically ends in May. During this period, repairs to the gates cannot be performed.

Syblon Reid provided a budgetary estimate as per the attached proposal dated October 24, 2016. On October 26, 2016, Syblon Reid was requested to estimate the cost for sand blasting and painting the gates. Syblon Reid estimated the cost to be under \$10,000.

Discussion: Work will include replacing the existing corroded carbon steel gate guides and anchor hardware with new stainless anchors and guides, repairing the gates, re-anchoring the supports, sandblasting and painting the gates, and properly reinstalling the two gates.

Staff believes there is an urgency to repair the gates and ensure they operate properly as designed. These gates provide an added measure of protection for the Hydroelectric Power Plant by protecting the machinery and the inside structure during the high flow and high water occurrences.

During the past few years with less than an average precipitation, it was not necessary to activate these gates. Also, during the last FERC inspection conducted on September 28, 2015, the gates were not inspected or tested. However, it became clear upon the recent inspection, that Discharge Gate #2 has been damaged and not able to operate.

The adjacent fish hatchery is currently closed and will reopen on December 1, 2016. At that time, the City is obligated to provide an uninterruptable water source for hatchery operations. The City maintains two water sources insuring a continuous water supply. To repair the gates, the turbine discharge pond will have to be drained to carry out the repairs. This will interrupt the water supply to the fish hatchery as the pumps utilize the water from the discharge pond to supply the water to the fish hatchery. Therefore, if the work is not completed by December 1, 2016, it will have to be postponed repairs for six months. During that time, the powerhouse may be subjected to the high water related issues. Staff is recommending the work to be done before December 1, 2016, in order to assure water supply to the adjacent fish hatchery when it reopens and requires uninterrupted water supply.

Syblon Reid is a Folsom, California based engineering contractor specializing in repair of small and large hydro facilities. Its clients include PG&E, Cal DWR, El Dorado Irrigation District and others. It has a reputation of performing the work satisfactorily and economically. Syblon Reid employs union craft labor to perform the work. Syblon Reid proposes to perform the work based on time and material. Their hourly rates listed on Attachment #2, are competitive with other similar qualified and experienced contractors.

Additionally, Syblon Reid will have to bring a large overhead crane to reach the dam separating the discharge pond from the tainter gate outlet and create a temporary coffer dam. This work item significantly increases the cost. However, there is no other way to create dry and safe working environment for the repairs.

Fiscal Impact: The funding will include \$160,000, realized savings from the "Tainter Valve and Penstock Repair" capital project plus a \$50,000 fund transfer from the 800 Electric Fund to 801 Electric Capital Fund totaling \$210,000.

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.
\$4,495,000	Electric Fund Balance Transfer Amount: \$50,000	Capital Improvement Fund 801	Yes ☒ No ☐	COU No. 1516-210



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October 24, 2016

Harry Modi

RE: City of Ukiah – Lake Mendocino Dam

Subject: Request for Proposal – Lake Mendocino Dam Discharge Gate Repairs

Mr. Modi:

This letter is in response to the City of Ukiah's request for repair of the discharge gates at Lake Mendocino Dam. This proposal is based on the information provided with the email of September 29, 2016

The project will consist of the following;

- Dewatering by installing a super sack coffer dam 52 feet long across the downstream basin. The coffer dam will be designed and stamped by a professional engineer licensed in the state of California. The city discharge pump will be used for primary dewatering.
- Access will be created with scaffold for the work area
- Crane operations will be required to construct coffer dam and support gate work
- Repair 2 discharge gates to include
 - o Remove gates and stem
 - o Remove existing guides
 - o Cut and patch existing anchors 2" below concrete surface
 - o X-ray and install anchors for new guides
 - o Install New stainless steel guides
 - o Reinstall existing gate and true up existing stem

Syblon Reid as excluded the following from this proposal;

- New gate seals
- Actuator work/Electrical modifications
- Permits
- Bonds
- Engineering
- Special Insurance's

Syblon Reid proposes Discharge gate repair work as planned for the amount of **\$200,000.00** and performed on a time and materials basis. Syblon Reid's culture is based on building safe, quality projects and we believe that this project will benefit from our experience and capabilities. We appreciate the opportunity to provide a response to the City of Ukiah's request and look forward to this opportunity.

Should you have any questions please contact me at (916) 365-5404 cell or (916) 351-0457 office.

Sincerely,

Scott Goodall
Chief Estimator



SYBLON REID

General Engineering Contractors

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Shift 1 - Valley 2016-2017

Classification	Billing Rate Fully Burdened Incl. O/H & Profit			Per Diem Rate
	Straight Time	Overtime	Double Time	
Carpenter -				
Carpenter Foreman -	105.80	133.82	161.83	150.00/Day
Laborer	113.21	144.02	174.82	150.00/Day
Laborer - Foreman	81.90	102.97	124.06	150.00/Day
Operator Foreman < 7	109.60	132.13	154.66	150.00/Day
Laborer - Tunnel	112.92	142.84	172.76	150.00/Day
Laborer - Tunnel Foreman w/Pickup	94.41	120.89	147.37	150.00/Day
Operator Group 3	98.87	126.81	154.74	150.00/Day
Operator Group 4	109.35	138.19	167.03	150.00/Day
Operator - Mech/Welder w/ Pickup	107.17	135.00	162.84	150.00/Day
Operator Crane	161.18	190.02	218.86	150.00/Day
Cement Mason	112.71	143.09	173.49	150.00/Day
Cement Mason - Foreman	92.49	115.86	139.24	150.00/Day
Senior Project Manager w/pickup	99.72	125.81	151.89	150.00/Day
Project Manager/Superintendent w/Pickup	142.00	142.00	142.00	150.00/Day
Sr Project Engineer w/Pickup	120.19	120.19	120.19	150.00/Day
Project Engineer w/Pickup	94.33	94.33	94.33	150.00/Day
Safety w/Pickup	90.50	90.50	90.50	150.00/Day
CQC Personnel w/Pickup	118.46	118.46	118.46	150.00/Day
	118.46	118.46	118.46	150.00/Day

Notes:

1. Materials, equipment, subcontractors, and other costs billed at cost plus 15%.
2. A minimum of 8 hours/day will be billed.



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