



City Council Regular Meeting

AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482

April 4, 2018 - 6:00 PM

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 3.a. [Proclamation of the Ukiah City Council Recognizing April 2018 as National Donate Life Month](#)

Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing April 2018 as National Donate Life Month.

[Attachment 1 - Donate Life Proclamation](#)

- 3.b. [Proclamation of the Ukiah City Council Recognizing April 18, 2018 as National Lineman Appreciation Day](#)

Recommended Action: Issue a Proclamation of the Ukiah City council recognizing April 18, 2018, as National Lineman Appreciation Day.

[Attachment 1 - Lineman Appreciation Day](#)

- 3.c. [Third Quarter Financial Presentation and 2018-19 Budget Schedule Update](#)

Recommended Action: Receive presentation on the City's third quarter financial results and update on 2018-19 budget development schedule.

[Attachment 1 - Budget Schedule, 18-19 \(rev 3-16-18\)](#)

[Attachment 2 - Budget Schedule, UVSD and City \(Working\)](#)

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

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

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

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

5.a. [Approval of the March 21, 2018, Regular Meeting Minutes](#)

Recommended Action: Approve the Minutes of March 21, 2018, a Regular Meeting, as submitted.

[Attachment 1 - Minutes of March 21, 2018](#)

6 RIGHT TO APPEAL DECISION

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

7 CONSENT CALENDAR

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

7.a. [Approval of Purchase of Forty Axon Body Worn Evidence Cameras, Associated Hardware, Software and Storage in the Amount of \\$112,110, Over a Five-year Contract Period, Plus Applicable Sales Tax and Shipping Charges](#)

Recommended Action: Staff recommends that Council approve the purchase of forty Axon body worn evidence cameras, associated hardware, software and storage in the amount of \$112,110, over a five-year contract period, plus applicable sales tax and shipping charges.

[Attachment 1 - Body Camera Comparison](#)

7.b. [Approval of Purchase of Thirty-Five Axon Tasers, Holsters and Body Camera Signal, Associated Download Hardware, and Training and Regular Use Cartridges in the Amount of \\$71,121.08, Over a Five-year Contract Period, Plus Applicable Sales Tax and Shipping Charges](#)

Recommended Action: Staff recommends the purchase of thirty-five Axon Tasers, holsters and body camera signal, associated download hardware, and training and regular use cartridges in the amount of \$71,121.08, over a five-year contract period, plus applicable sales tax and shipping charges.

[Attachment 1 - Terms and Conditions](#)

[Attachment 2 - Basic Quote](#)

[Attachment 3 - Unlimited Quote](#)

7.c. [Notification of Memorandum of Understanding between the City of Ukiah Police Department and the Ukiah Rifle and Pistol Club](#)

Recommended Action: No action required; notification of an MOU between the City of Ukiah Police Department and the Ukiah Rifle and Pistol Club for use of their facility for firearms training, in an amount not to exceed \$15,000.

[Attachment 1 - UPD & Gun Club MOU](#)

7.d. [Adoption of an Ordinance Adding Various Sections to the Ukiah City Code to Regulate](#)

[Shopping Cart Containment and Retrieval](#)

Recommended Action: Staff asks that the City Council adopt the Ordinance Adding Various Sections to the Ukiah City Code to Regulate Shopping Cart Containment and Retrieval
[Attachment 1 - Shopping Cart Ordinance](#)

- 7.e. [Award Contract to Gregg Simpson Trucking in the Amount of \\$56,294.70 for Trenching and Concrete Work to Install Electrical Infrastructure at Empire Drive and Bush Street, Specification No. E32813 \(EUD\)](#)

Recommended Action: Award contract to Gregg Simpson Trucking in the amount of \$56,294.70 for the 103 Circuit Expansion, Specification No. #E32813.

[Attachment 1 - 103 Circuit Expansion, Specification No. E32813](#)

[Attachment 2 - Bid Tabulation](#)

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

13 NEW BUSINESS

- 13.a. [Receive Updates on City Council Committee and Ad Hoc Assignments](#)

Recommended Action: Receive report(s).

[Attachment 1 - 2018 City Council Special Assignments & Ad Hocs](#)

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

- 14.a. [Conference with Legal Counsel – Existing Litigation \(Government Code Section 54956.9\(d\)\(1\)\)](#)

[Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUk-CVPT-2018-70200](#)

Recommended Action: Confer in Closed Session

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

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

Recommended Action: Confer in Closed Session

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.

March 30, 2018
Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Proclamation of the Ukiah City Council Recognizing April 2018 as National Donate Life Month

DEPARTMENT: Clerk/Admin

PREPARED BY: Ashley Cocco

ATTACHMENTS:

[Attachment 1 - Donate Life Proclamation](#)

Summary: The Council will issue a Proclamation recognizing April 2018 as National Donate Life Month.

Background: More than 40 individuals in Mendocino County are currently on the national organ transplant waiting list, and 22 patients die each day due to the shortage of donated organs. Organ and tissue donation are life-giving acts recognized worldwide as expressions of compassion to those in need that save thousands of lives each year. The City Council of the City of Ukiah recognizes the importance of organ donation and will proclaim the month of April 2018 as "National Donate Life Month". In doing so, the City encourages all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card, or to sign up at donornetworkwest.org.

For additional information, local residents should contact Felicia Eriksen, Volunteer Services Manager and Organ Donor Ambassador for the Ukiah Valley at Adventist Health Ukiah Valley, 275 Hospital Drive, Ukiah, CA 95482, phone number 707-463-7690, or by email at eriksfd@ah.org.

RECOMMENDED ACTION: Issue a Proclamation of the Ukiah City Council recognizing April 2018 as National Donate Life Month.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

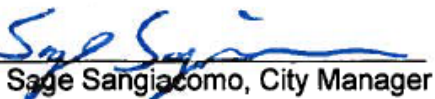
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Felicia Eriksen, Volunteer Services Manager and Organ Donor Ambassador for the Ukiah Valley; Sage Sangiacomo, City Manager; Kristine Lawler, City Clerk

Approved: _____


Sage Sangiacomo, City Manager

Discussion: At the April 4, 2018, Regular Meeting, the City Council will issue a Proclamation (Attachment 1) recognizing April 2018 as National Donate Life Month.

PROCLAMATION

APRIL: NATIONAL DONATE LIFE MONTH

WHEREAS, more than 40 individuals in Mendocino County are currently on the national organ transplant waiting list, and 22 patients die each day due to the shortage of donated organs; and

WHEREAS, Donor Network West serves as the federally designated Organ Procurement Organization in Northern/Central California and Northern Nevada and works in close partnership with families, doctors, nurses, and coroners in hospitals to connect donors to recipients; and

WHEREAS, organ and tissue donation are life-giving acts recognized worldwide as expressions of compassion to those in need that save thousands of lives each year; and

WHEREAS, the need for donated organs is especially urgent in Hispanic, African American and Asian communities; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of up to 75 others; and

WHEREAS, the spirit of giving and decision to donate are not restricted by age or medical condition; and

WHEREAS, over fourteen million Californians have signed up with the state-authorized Donate Life California Registry to ensure their wishes to be organ and tissue donors are honored; and

WHEREAS, California residents can sign up with the Donate Life California Donor Registry with applying for or renewing their driver's licenses or I.D. cards at the California Department of Motor Vehicles; and

WHEREAS, additional information is available to local residents by contacting Felicia Eriksen, Volunteer Services Manager and Organ Donor Ambassador for the Ukiah Valley at Adventist Health Ukiah Valley, 275 Hospital Drive, Ukiah, CA 95482, phone number 707-463-7690 and at email address eriksefd@ah.org.

NOW, THEREFORE, BE IT RESOLVED that in recognition of National Donate Life Month, the month of April 2018 is hereby proclaimed "**National Donate Life Month**" in the City of Ukiah, and in doing so we encourage all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card, or by signing up at donornetworkwest.org

Signed and sealed, this 4th day of April, in the year Two Thousand Eighteen.

Kevin Doble, Mayor



AGENDA SUMMARY REPORT

SUBJECT: Proclamation of the Ukiah City Council Recognizing April 18, 2018 as National Lineman Appreciation Day

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

[Attachment 1 - Lineman Appreciation Day](#)

Summary: The Council will issue a Proclamation recognizing April 18, 2018, as National Lineman Appreciation Day.

Background: Over the last 115 years, Ukiah's Linemen have served the community by providing electric power. Electricity is a standard part of modern living. Without these Linemen, there would be no power lines carrying electricity to our homes and businesses, keeping the lights on and the furnaces going. Linemen are often called to do their jobs in the most dangerous of conditions and facing the worst weather the seasons have to offer.

Even the best of conditions leave them handling wires that carry thousands of volts of electricity pushing thousands of amps every day. But when mother nature is doing her worst, these are the people who will be out there restoring power and putting life back in order when the storms have finally passed.

This day was first recognized by the U.S. Senate on April 10, 2013 by Resolution (S Res 95) and continues to be marked annually on April 18th. On January 3, 2017, the 115th Congress introduced House Resolution 10

RECOMMENDED ACTION: Issue a Proclamation of the Ukiah City council recognizing April 18, 2018, as National Lineman Appreciation Day.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

recognizing linemen, the profession of linemen, the contributions of these brave men and women who protect public safety, and expressing support for the designation of April 18, 2017, as National Lineman Appreciation Day.

Discussion: Please join us in recognizing our professional group of lineman.

PROCLAMATION

APRIL 18, 2018: LINEMAN APPRECIATION DAY

WHEREAS, the City of Ukiah would like to recognize and celebrate the profession of linemen and wishes to honor its Electrical Department personnel for their exemplary service to the City; and

WHEREAS, their profession requires passion, dedication and ongoing training and is steeped in personal, family and professional tradition; and

WHEREAS, linemen are often first responders during storms and other catastrophic events working to repair damaged electrical lines and make the scene safe for other public heroes; and

WHEREAS, linemen work with thousands of volts of electricity high atop power lines to keep electricity flowing 24 hours a day, 365 days a year; and

WHEREAS, the U.S. House of Representatives recognizes the efforts of our nations linemen in keeping the power on and protecting public safety and supports the designation of National Linemen Appreciation Day.

NOW, THEREFORE, I, Kevin Doble, Mayor and my fellow Ukiah City Councilmembers: Jim Brown, Maureen Mulheren, Stephen G. Scalmanini, and Douglas F. Crane do hereby join other communities across the nation in proclaiming the day of April 18, 2018 as:

“LINEMAN APPRECIATION DAY”

in Ukiah and urge all citizens to recognize the selfless and dangerous work the City’s linemen do every day to keep our power on and public safe.

Signed and sealed, this 4th day of April, in the year Two Thousand Eighteen.

Kevin Doble, Mayor



AGENDA SUMMARY REPORT

SUBJECT: Third Quarter Financial Presentation and 2018-19 Budget Schedule Update

DEPARTMENT: Finance

PREPARED BY: Daniel Buffalo

ATTACHMENTS:

[Attachment 1 - Budget Schedule, 18-19 \(rev 3-16-18\)](#)

[Attachment 2 - Budget Schedule, UVSD and City \(Working\)](#)

Summary: This presentation will cover the financial activities and position of all City governmental and proprietary (enterprise and internal service) funds through March 31, 2018. Additionally, staff will present an update on the budget development schedule for fiscal year 2018-19, including a proposed schedule for working with the Ukiah Valley Sanitation District to develop a joint wastewater budget, .

Background: Regular reporting on the financial results of the City is a standing objective of the Finance Department. This presentation is designed to be brief but informative, reporting on the financial activities - including budget-to-actual results - and ending positions of all City governmental and proprietary funds as of March 31, 2018.

Discussion: An updated budget development schedule is attached (Attachment 1) as is a proposed draft joint wastewater budget development schedule (Attachment 2), working with UVSD. This draft schedule was presented to the UVSD Board at its regular meeting on March 28th.

RECOMMENDED ACTION: Receive presentation on the City's third quarter financial results and update on 2018-19 budget development schedule.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Daphne Harris, Finance Management Analyst; Sage Sangiacomo, City Manager

Approved: _____


Sage Sangiacomo, City Manager

Budget Development Schedule (working)**Fiscal Year: 2018-19**

Activity	Tasks	Start Date	Completion Date
Budget ad hoc committee	• Discussion of Capital Improvement Plan - budget format and key elements	September	May
Department initiation • UVFD • UVSD	• Schedule budget meetings with Departments • Distribute budget instructions memo • Distribute budget workbooks • Begin budget planning	February	February 28
Budget training – Munis Central Budget	• Computer Lab – Set up in Conference Room 3 for budget entry training/ refresher	February 13	February 13
City Council budget priority/goal setting workshop	• Receive council/community communication • Discuss priorities for the fiscal year • Discuss capital and special projects • Discuss goals and objectives	Rescheduled for April 16-17 below	
Preliminary Budget Meetings • UVFD • UVSD	• First-round budget meetings with Departments and CM/Finance	March 12	March 30
City Manager review of budget requests	• Review appropriation requests • Meet with Finance for discussion/analysis • Finance to conduct preliminary revenue forecasts for all major funds	March 12	April 6
Reconciled Budget Meetings with City Manager • UVFD • UVSD	• Second-round budget meetings with Departments and CM/Finance Discussion of appropriation requests • Finalize initial appropriation requests	April 2	April 13
City Council budget priority/goal setting workshop	• Receive council/community communication • Discuss priorities for the fiscal year • Discuss capital and special projects • Discuss goals and objectives	April 16	April 17
Receipt of supplemental appropriation requests	• Last opportunity for DH to make appropriation request changes prior to Council hearings	May	May 31
Finalize Draft Budget Document	• Finalize revenue estimates • Complete special revenue funds and trust/agency funds • Circulate for review/edits	May	May 31
Budget Training w/ Council	• CIP Budget 101 • Discussion of format • Review of Cost Allocation Plan	May 16	
First Budget Hearing with Council (special meeting/workshop)	• Presentation of budget proposal • Discussion of changes from prior year • Take questions and requests from Council	June 6	
Second Budget Hearing with Council	• Discussion • Q&A • Take requests and revisions	June 13	
Public Hearing w/ Council – Adoption of either final or tentative	• Final Q&A • Final revisions • Adoption – tentative or final	June 27	
Final Budget workshop and hearing, if necessary	• Final Q&A • Final revisions • Adoption/continuation of 17/18 budget	June 28 (If necessary)	

Budget Development Schedule (working)**City of Ukiah and Ukiah Valley Sanitation District****Fiscal Year: 2018-19**

Activity	Tasks	Start Date	Completion Date
City Water Resources Department prepares preliminary budget request	Numbers entered into budget system for operations and capital requests	March 1, 2018	March 30
Accounting Overview and Budget Process Kick-Off Joint meeting City/UVSD	- Receive presentation from City on accounting practices and review of third quarter 2017-18 results - Receive council and board/community communication - Discuss priorities for the fiscal year - Discuss capital and special projects - Discuss goals and objectives Discussion of Capital Improvement Plan		April 11
Preliminary analysis of budget, City Finance Department	- Analysis of revenue estimates for City and UVSD accounts - Preliminary estimates of admin/overhead and internal service costs	April 1, 2018	April 22
First meeting, budget ad hocs	- Representative from both agencies meet with staff to review details of proposed budget and recommend changes, if necessary - Review of document and budget worksheets format		April 23
Receipt of supplemental appropriation requests	- Last opportunity for agencies to make appropriation request changes prior to second ad hoc meeting - Finalize revenue estimates		May 4
Staff analysis and incorporation of budget requests from ad hocs	Budget entry and analysis	April 24, 2018	May 6
Second meeting, budget ad hocs	- Representative from both agencies meet with staff to review details of proposed budget and make final recommend changes for proposed budget to both agencies - Ad hocs recommendation to respective governing bodies on budget estimates		May 7
Finalize Draft Budget Document	- Comment period - Circulate wastewater section of City budget document for review/edits by both agencies	May 16	May 31
First Budget Hearing with City Council (special meeting/workshop)	- Presentation of budget proposal by City Budget Team - Discussion of changes from prior year - Take questions and requests from Council		June 6
First Budget Hearing with UVSD Board – adoption by Board, if possible	- Presentation of budget proposal by City Budget Team and UVSD staff - Discussion of changes from prior year - Take questions and requests from Board		June 13
Public Hearing w/ Council – Adoption of either final or tentative Joint meeting with UVSD Board if budget not adopted by Board on 6/13	- Q&A - Final revisions - Adoption – tentative or final		June 20



AGENDA SUMMARY REPORT

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

DEPARTMENT: Administration

PREPARED BY: Sage Sangiacomo

ATTACHMENTS:

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

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

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

Background: Chronological History of Recent Correspondence and Activity:

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

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

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

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

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

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

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

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

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

considered by the City Council.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mediation continues, but the litigation activities are escalating as the March 2018 trial date nears. The high cost of litigation could be avoided if the District were to agree to focus on mediation efforts and put a hold on the trial.

The City's Director of Finance gave an updated presentation on the impacts of the District's litigation (UVSD Litigation Update Box File #24).

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

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

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

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

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

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

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

At the November 1, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget,

and the recycled water project.

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

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

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

At the November 15, 2017, City Council meeting, the City Attorney reported that there was a case management conference at which the court continued the trial date from March 29th to June 22nd while the City and District continue to be engaged in on-going settlement negotiations. The court ordered a mandatory settlement conference to occur not later than January 5th, and continued the case management conference to January 8th, to report to the court on the status.

At the December 6, 2017, City Council meeting, the City staff reported on the then current cost of the litigation (UVSD Litigation Update Box File #26) and efforts to refinance the 2006 Wastewater Bonds. As of the end of November 2017, the Ukiah Valley Sanitation District had spent nearly \$4,691,748 in legal fees, with \$3,883,170 paid directly to the Law Offices of Duncan James. The City's total cost for defense was \$1,102,822. On a cost-per-utility customer account evaluation, this equates to \$1,464 per District customer account and \$281 per City customer account. Staff also reported the three newly elected UVSD Board Members officially took their seats on December 1.

At the December 20, 2017, City Council meeting, the City Attorney reported that he and the City Manager were in ongoing settlement discussions with the District's legal/staff that include a meeting on the 20th and at least another scheduled for the 21st. In addition, City staff and bond consultants delivered a presentation to the District Board on December 19th at their special meeting on efforts to refinance the 2006 Wastewater Bonds. The same presentation (UVSD Litigation Update Box File #27) was provided to the City Council at their December 20th meeting.

At the January 17, 2018, City Council meeting, the City Manager reported that there are active discussions between the City and District's ad hoc related to mediation. However, litigation activities are also ongoing with costs continuing to mount for both the City and District. It is estimated that just a single half day deposition costs ratepayers in excess of \$3000.

At the February 7, 2018, City Council meeting, Staff again reported that there are two tracks of activity that include settlement discussion and litigation. Staff reported that settlement discussions remain active with additional meeting dates planned. Unfortunately, litigation activity is also continuing on a parallel track. The City Attorney reported that the trial date has been moved from June 22 to July 20, 2018.

At the February 21, 2018, City Council meeting, Staff again reported that there are two tracks of activity that include settlement discussions and litigation. Staff reported that settlement discussions remain active and ongoing. However, litigation activity is also continuing on a parallel track.

At the March 7, 2018, City Council meeting, Staff reported that mediation activities remain active including a

planned session upcoming on March 14th. Litigation activities were also reported as continuing.

At the March 21, 2018, City Council meeting, Staff reported that mediation activities remain active and a full day meeting with a mediator had taken place on March 14th. Litigation activities were also reported as continuing.

Discussion: At the April 4, 2018, 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. The Council may elect to discuss the matter further and, if desired, provide direction to Staff and/or consider any related action(s).

As part of this agenda item, the Council does not intend to consult with legal counsel regarding the litigation itself and does not intend to waive evidentiary privileges for attorney-client communication or attorney work product.

UVSD Litigation Update Box Files located at:

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



AGENDA SUMMARY REPORT

SUBJECT: Approval of the March 21, 2018, Regular Meeting Minutes

DEPARTMENT: Clerk/Admin

PREPARED BY: Ashley Cocco

ATTACHMENTS:

[Attachment 1 - Minutes of March 21, 2018](#)

Summary: Council will consider approving the Minutes of March 21, 2018, a Regular Meeting (Attachment 1).

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of March 21, 2018, a Regular Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
March 21, 2018
6:00 p.m.

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

Ukiah City Council met at a Regular Meeting on March 21, 2018, having been legally noticed on March 16, 2018. Mayor Doble called the meeting to order at 6:04 p.m. Roll was taken with the following **Councilmembers Present:** Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, Maureen Mulheren, and Kevin Doble. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Ashley Cocco, Deputy City Clerk.

MAYOR DOBLE PRESIDING.

The Pledge of Allegiance was led by City Manager Sangiacomo.

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**

Presenter: Sage Sangiacomo, City Manager

Report was received.

4. **PETITIONS AND COMMUNICATIONS**

5. **APPROVAL OF MINUTES**

a. **Approval of the March 7, 2018, Regular Meeting Minutes**

Motion/Second: Brown/Scalmanini to approve Minutes of March 7, 2018, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

6. **RIGHT TO APPEAL DECISION**

7. **CONSENT CALENDAR**

a. Report of Disbursements for the Month of February 2018 - *Finance*

b. Consideration and Possible Adoption of Resolution (2018-09) in Support of Senate Bill No. 3 – the Veterans and Affordable Housing Bond, Slated for the November 2018 Statewide Election – *Administration*

c. Council to Consider Approval of a Notice of Completion for Landscape Improvements for the Grace Hudson Museum, Specification No. 15-17 – *Community Services*

d. Approval of a Change Order to Granite Construction, Inc. in the Amount of \$178,965.13 for Additional Work Requested by the City and Related to the North State Street Intersection - Low

Gap Road/Brush Street Storm Drain & Signalization Improvements Project, Specification No. 18-01, and Approval of Corresponding Budget Amendment – *Public Works*

- e. Authorize the City Manager to Negotiate and Execute Easement (*COU Nos. 1718-193, -194, -195, -196, -197, -198, -199, -200*) with Property Owners for the Construction of the Recycled Water System – *Water Resources*

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

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

Presenter: Edward Haynes – *homelessness*

9. **COUNCIL REPORTS**

Presenter: Councilmember Scalmanini

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

Presenter: Sage Sangiacomo, City Manager

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

12. **UNFINISHED BUSINESS**

- a. **Review of Draft Performance Agreement for Fiscal Year 2018-19 Between the City of Ukiah and Economic Development and Financing Corporation, Provide Direction to Staff, and if Desired Authorize the City Manager to Negotiate and Execute the Agreement**

Presenters: Shannon Riley, Deputy City Manager and Heather Gurewitz, EDFC Executive Director

Motion/Second: Scalmanini/Brown to authorize the City Manager to negotiate and execute the Economic Development and Financing Corporation Performance Agreement (*COU No. 1718-147*) for Fiscal Year 2018-19. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

RECESS 6:30 P.M. – 6:37 P.M.

- b. **Discussion and Possible Introduction by Title Only of an Ordinance Adding Various Sections to the Ukiah City Code to Regulate Shopping Cart Containment and Retrieval**

Presenters: Sage Sangiacomo, City Manager; Darcy Vaughn, Assistant City Attorney; and Shannon Riley, Deputy City Manager

Public Comment: Mark Wedegaertner, David Eyster, Jamie Hageman, and John McCowen

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

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING ARTICLE 8 TO CHAPTER 2, DIVISION 2 AND ARTICLE 11 TO CHAPTER 1, DIVISION 7 OF THE UKIAH CITY CODE TO REGULATE SHOPPING CART CONTAINMENT AND RETRIEVAL

13. NEW BUSINESS

a. Receive Presentation and Provide Direction to Staff Regarding the Award of Funding through the City of Ukiah Housing Trust Fund

Presenter: Craig Schlatter, Community Development Director

Public Comment: Mike Pallesen and Ryan Larue

Motion/Second: Crane/Brown to:

1. Direct staff to negotiate agreement for award of \$500,000 in UHTF Low and Moderate Income Housing Asset Funding (LMIHAF) to DANCO; and
2. Direct staff to negotiate agreement for award of \$500,000 in UHTF LMIHAF to RCHDC; and
3. Support the submittal of a City HOME application to the CA Dept of Housing and Community Development (HCD) in the amount of up to at least \$4.5 million for AMG & Associates.

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

RECESS 7:45 P.M. – 7:49 P.M.

b. Presentation of OpenGov Performance Measures and Stories; Authorize the City Manager to Negotiate and Execute an Amended Agreement with OpenGov and Approve the Corresponding Budget Amendment

Presenter: Daphne Harris, Finance Management Analyst

Motion/Second: Scalmanini/Brown to authorize the City Manager to negotiate and execute an amended agreement with OpenGov (COU No. 1718-201) and approve the corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

NOTE: The Procurement Manager has clarified that the agreement is replacing, not amending, the previous agreement.

c. Approval of Plans and Specifications for the 2018 Street Rehabilitation Project and Authorize Staff to Issue Bids for Specification No. 18-01

Presenter: Tim Eriksen, Public Works Director / City Engineer

Motion/Second: Crane/Brown to approve Plans and Specifications for the 2018 Street Rehabilitation. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

d. Approval of the Agreement for the Acquisition of Approximately 45.1 Acres of Property Located at 250 and 341 Norgard Lane (APN #184-080-01, 10 (partial), 11, 27 (partial), 28; 184-120-04; 184-090-01,07; 184-100-04) for the Water Resources Department in an Amount Not to Exceed \$1,450,000 Plus Closing Costs; Approval of Funding in the Amount Not to Exceed \$75,000 for Environmental, Appraisal, Alta Survey, Boundary Line Adjustment(s) and Other Related Studies Assessing the Property and in Support of the Acquisition; and Approval of Corresponding Budget Amendment in the Amount of \$1,550,000

Presenters: Sean White, Water Resources Director and Jarod Thiele, Public Works Management Analyst

Councilmember Crane recused himself due to conflict of interest.

Motion/Second: Scalmanini/Brown to:

1. Approve the agreement (*COU No. 1718-202*) for the acquisition of approximately 45.1 acres of property located at 250 and 341 Norgard Lane (APN #184-080-01, 10 (partial), 11, 27 (partial), 28; 180-120-04 as amended; 184-090-01,07; 184-100-04) for the Water Resources Department in an amount not to exceed \$1,450,000 plus closing costs; and
2. Approve funding in the amount not to exceed \$75,000 for Environmental, Appraisal, Alta Survey, Boundary Line Adjustment(s) and other related studies assessing the property and in support of the acquisition; and
3. Approve corresponding budget amendment in the amount of \$1,550,000; and
4. Authorize for the City Manager to negotiate and execute any addendums and/or other agreements necessary to perfect the contingencies, removal, and the close of this item.

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

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 8:27 P.M.

14. CLOSED SESSION

a. Conference with Legal Counsel – Existing Litigation

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

Name of case: *Vichy Springs Resort v. City of Ukiah, Et Al*; Case No. SCUK-CVPT-2018-70200

b. Conference with Legal Counsel – Existing Litigation

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

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

c. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: 341 Norgard Lane, Ukiah, CA 95482 (APN's 184-080-01, 10, 11, 27, 28; 184-120-04; 184-090-01, 07; 184-100-04)

Negotiators: Sage Sangiacomo, City Manager; Sean White, Water Resources Director;

Negotiating Parties: City of Ukiah and Tim Norgard;

Under Negotiation: Price & Terms of Payment

No report out of Closed Session.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 9:53 p.m.

Ashley Cocco, Deputy City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Purchase of Forty Axon Body Worn Evidence Cameras, Associated Hardware, Software and Storage in the Amount of \$112,110, Over a Five-year Contract Period, Plus Applicable Sales Tax and Shipping Charges

DEPARTMENT: Police

PREPARED BY: Chris Dewey

ATTACHMENTS:

[Attachment 1 - Body Camera Comparison](#)

Summary: The City of Ukiah Police Department desires to replace our ten-year-old, outdated body worn evidence cameras with Axon Body Cameras. The Axon cameras were found to meet each of the City's specifications and were also the lowest of the proposed solutions from the vendors who participated in the City's competitive procurement process.

Background: In 2008, the Ukiah Police Department began the process of replacing aging VHS tape video recording systems located within the patrol cars with a digital body worn camera. These cameras were designed to capture officer interactions.

Typically electronics are planned to be replaced in three to five years because of wear and tear impacts to the performance of electronics and electronics technology improvements.

RECOMMENDED ACTION: Staff recommends that Council approve the purchase of forty Axon body worn evidence cameras, associated hardware, software and storage in the amount of \$112,110, over a five-year contract period, plus applicable sales tax and shipping charges.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: N/A

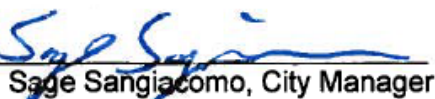
PROPOSED BUDGET AMOUNT: FY 2017-18 \$34,990 Police Asset Forfeiture Account # 63020210.54100 Police Supplies

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Purchasing Supervisor and Sage Sangiacomo, City Manager

Approved: _____


Sage Sangiacomo, City Manager

After years of continuous rugged patrol duty use, the department's cameras desperately needed to be replaced. The original body cameras had reached the end of their life, and were regularly failing to operate and collect evidence.

Since transitioning to body worn cameras, the department has found that these cameras are vital in the collection and preservation of evidence by our officers.

In July of 2016, the City Council authorized the Police Department to replace these aging body worn cameras from a different vendor. After this authorization, the vendor was unable to provide the cameras for our use, and this purchase order was eventually cancelled.

Working with the City Procurement Manager, the department developed a comprehensive list of specifications and released a request for bid (RFB) for equipment, training, rental, delivery, service and maintenance for body worn camera devices and evidence storage. The RFB was divided into two phases. Phase I consisted of a process of reviewing bids received to determine which vendors meet the minimum requirements. Those vendors who passed Phase I would be elevated to Phase II, which consisted of the evaluation of the stated criteria where each bidder's response and subsequent demonstration to be evaluated and ranked.

The minimum equipment system required included a camera, charging equipment, download or docking equipment to transfer recorded data, evidence management features to allow police officers to review and mark recorded data for ease of review without modifying original recording, secure cloud-based servers that allow for multiple administrators and downloads, or the ability to utilize the City's existing servers to store and manage video evidence.

Discussion: In response to the City's RFB, three companies submitted bids: VIEVU, Motorola and Axon. The City reviewed each proposal to determine if they met the minimum specifications of Phase I to move on to Phase II. This review resulted in elevating all three vendors to the Phase II process.

In the Phase II process, specifications were more closely reviewed, including evaluation of references, company profile information, personnel qualifications, software, device details, device pricing, and demonstration/interview.

All three vendors performed an on-site demonstration, reviewed by an evaluation committee consisting of Procurement, IT and Police personnel. The on-site demonstration consisted of a review of their product and its functionality and responded to questions from the evaluation committee members. At the completion of this review, Axon was ranked as the number one candidate under consideration.

Axon was then requested to provide their proposed equipment for field testing by our Police personnel. Axon provided two testing body camera units, and associated software and video storage, for captured evidence for testing. These units were tested by field patrol personnel over a period of several weeks and the actual body cameras, software and storage solutions all were found to meet the City of Ukiah specifications.

The evaluation committee also reviewed and compared the costs associated with each proposal over a five-year term. Axon offered the least expensive option while meeting each of the desired specifications. (Please see Attachment 1 for pricing breakdown.)

Axon's proposed five-year terms include the purchase of forty body cameras and associated equipment for personal use, seven charging stations, and software and storage costs.

Funding for this initial equipment purchase and first-year software and storage costs will be made from the

department's Asset Forfeiture Account (account number 63020210.54100 Police Supplies). These funds are intended to supplement law enforcement, not supplant general fund expenditures. The use of these funds for this first-year purchase is consistent with asset forfeiture guidelines concerning the purchase of new equipment.

Funding for years two through five of the purchase contract will then occur within the Police Department's general fund budget (account number 10020210.54320 Police Software).

MOTOROLA				
	QTY	Unit	Extended	Description
YEAR 1 - Cost of Cameras	40	\$ 1,110.00	\$ 44,400.00	Si500 Body Worn Cameras/Remote Speaker, Microphone & Accessories, including Micro USB Charger, Carry Holder, 3750 mAh Ultra High Capacity Battery, 3750 mAh, Spare Battery for each (40) Si500 and (6) Multi Unit Chargers (6 unit each capacity).
YEAR 1 - CommandCentral Vault: Store, Manage & Judicial (one year)	40	\$ 512.00	\$ 20,480.00	
YEAR 1 - System Integration Services	40	\$ 537.70	\$ 21,508.00	
YEAR 1 - Training	40	\$ 360.98	\$ 14,439.00	
YEAR 1 TOTAL WITHOUT PROMO:			\$ 100,827.00	
Discount (Si500 promo)			\$ (15,124.00)	
YEAR 1 TOTAL WITH PROMO:			\$ 85,703.00	
YEAR 2 - CommandCentral Vault: Store, Manage & Judicial (one year)	40		\$ 20,480.00	
YEAR 3 - CommandCentral Vault: Store, Manage & Judicial (one year)	40		\$ 20,480.00	
YEAR 4 - CommandCentral Vault: Store, Manage & Judicial (one year)	40		\$ 20,480.00	
YEAR 5 - CommandCentral Vault: Store, Manage & Judicial (one year)	40		\$ 20,480.00	
TOTAL WITHOUT PROMO:			\$ 182,747.00	
TOTAL WITH PROMO:			\$ 167,623.00	

Viewu				
	QTY	Unit	Extended	Description
YEAR 1	40	\$ 744.00	\$ 29,760.00	License to Viewu Solution Hosted in Microsoft Azure Government CJIS compliant cloud with unlimited SD Viewu Camera Video Storage.
YEAR 2	40	\$ 744.00	\$ 29,760.00	License to Viewu Solution Hosted in Microsoft Azure Government CJIS compliant cloud with unlimited SD Viewu Camera Video Storage.
Optional Camera Upgrade	40	\$ -	\$ -	Optional upgrade to current generation Viewu Camera.
YEAR 3	40	\$ 744.00	\$ 29,760.00	License to Viewu Solution Hosted in Microsoft Azure Government CJIS compliant cloud with unlimited SD Viewu Camera Video Storage.
YEAR 4	40	\$ 744.00	\$ 29,760.00	License to Viewu Solution Hosted in Microsoft Azure Government CJIS compliant cloud with unlimited SD Viewu Camera Video Storage.
YEAR 5	40	\$ 744.00	\$ 29,760.00	License to Viewu Solution Hosted in Microsoft Azure Government CJIS compliant cloud with unlimited SD Viewu Camera Video Storage.
Additional Storage (outside of the Viewu BWC)		\$ 0.065		Per GB of data, outside of the VIEVU BWC
Included in price of above:				
	40	\$ -	\$ -	Viewu LE 5 Camera, including accessories: wall charger, data transfer cable, assorted mounting clips (chest, pocket, etc.), extended range antenna.
	4	\$ -	\$ -	Multi-Doc - network capable, 10 slots per dock, enables automated download, transfer and recharging.
	1	\$ -	\$ -	Power Supply Back-up
	40	\$ -	\$ -	Warranty for term of Viewu Solution Contract
	2	\$ -	\$ -	Rolling stock (on-site) for immediate replacement of inoperable units
	40	\$ -	\$ -	Viewu 24x7 Phone and Email Support - US Based Support for duration of Viewu Solution Contract
	Unlimited	\$ -	\$ -	Viewu Solution Subscription Non-Camera User - to access all Viewu Solution features (no storage included)
	1	\$ -	\$ -	Automated Video Redaction License.
	1	\$ -	\$ -	Standard Training and Implementation Plan
TOTAL:			\$ 148,800.00	

AXON - Option 1 - Basic Licenses				
	QTY	Unit	Extended	Description
YEAR 1 -	40	\$ 399.00	\$ -	Axon Camera Assembly, Online, Axon Body 2, Blk
	45	\$ -	\$ -	Magnet Mount, Thick Outerwear, Axon Rapidlock
	45	\$ -	\$ -	Belt Clip, Rapidlock
	40	\$ -	\$ -	Sync Cable, USB A to 2.5MM
	7	\$ 35.00	\$ 245.00	Wall Mount Bracket, Assy, Evidence.com Dock.
	7	\$ 1,495.00	\$ 10,465.00	Axon Dock, 6 Bay + Core, Axon Body 2
	7	\$ 216.00	\$ 1,512.00	Taser Assurance Plan Dock 2 Annual Payment*
	35	\$ 180.00	\$ 6,300.00	Basic Evidence.com License: Year 1 Payment*
	350	\$ -	\$ -	Evidence .com Included Storage*
	6	\$ 468.00	\$ 2,808.00	Pro Evidence.com License: Year 1 Payment*
	180	\$ -	\$ -	Evidence.com Included Storage*
	40	\$ 204.00	\$ 8,160.00	Taser Assurance Plan Annual Payment, Bodycam*
	1	\$ 2,500.00	\$ 2,500.00	Axon Starter
	4000	\$ 0.75	\$ 3,000.00	Evidence.com Storage
YEAR 1 TOTAL:			\$ 34,990.00	*Annual Cost
YEAR 2			\$ 21,780.00	
YEAR 3			\$ 21,780.00	
YEAR 4			\$ 21,780.00	
YEAR 5			\$ 21,780.00	
TOTAL			\$ 122,110.00	
Additional Costs:			Convert Data/Forms or Integrate: \$180 per user, per year (\$36,000 5 years) Shipping Costs \$139.23 - Add'l costs not incurred for next day shipping. All devices fully covered under the TASER Assurance Plan.	



AGENDA SUMMARY REPORT

SUBJECT: Approval of Purchase of Thirty-Five Axon Tasers, Holsters and Body Camera Signal, Associated Download Hardware, and Training and Regular Use Cartridges in the Amount of \$71,121.08, Over a Five-year Contract Period, Plus Applicable Sales Tax and Shipping Charges

DEPARTMENT: Police

PREPARED BY: Chris Dewey

ATTACHMENTS:

[Attachment 1 - Terms and Conditions](#)

[Attachment 2 - Basic Quote](#)

[Attachment 3 - Unlimited Quote](#)

Summary: Council will consider the Ukiah Police Department's desire to replace the officers ten-year-old Tasers with new updated Tasers from Axon Enterprises, Inc.

Background: In 2008, the Ukiah City Council authorized the purchase, policy and use of Tasers, by police personnel. Prior to their approval, staff researched their use as an effective use-of-force tool by police personnel and conducted meetings with wide spectrum of community groups to discuss UPD policies about their use, and address community concerns.

Although they are part of an officer's daily equipment, Tasers are rarely used; but it is important to note that Tasers can, at times, prevent officer work-related injuries from confrontations with suspects and help provide

RECOMMENDED ACTION: Staff recommends the purchase of thirty-five Axon Tasers, holsters and body camera signal, associated download hardware, and training and regular use cartridges in the amount of \$71,121.08, over a five-year contract period, plus applicable sales tax and shipping charges.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: N/A

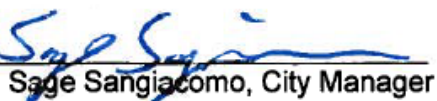
PROPOSED BUDGET AMOUNT: \$10,325.00 - 630.20210.54100 Police Asset Forfeiture - Supplies

FINANCING SOURCE: 630.20210.54100 Police Asset Forfeiture - Supplies

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

officers with alternatives in deadly force encounters.

From 2010 to 2017, the Ukiah Police Department arrested 13,629 suspects, and six percent of these suspects (840) fought with our officers. In .3% of these occurrences (51 times), the Taser was used by an officer to help control and arrest a combative suspect. On average, based upon the last seven years of UPD use, a Taser is used about seven times a year to arrest a combative suspect.

Officers have found, based on this experience, that Tasers are an effective use of force tool.

Typically, electronics are planned to be replaced every three to five years because of wear and tear impacts to the performance of electronics and upgrades to the technology.

After ten years of continuous rugged patrol duty use, the department's Tasers have reached the end of their life, and must be replaced. Tasers are manufactured by Axon Enterprises, Inc. and no other company makes a comparable product for officer use. Working with the Procurement Manager, staff requested a sole source proposal from Axon Enterprises to replace the department's 35 Tasers with a current product. Please see Attachment 1 for the Terms and Conditions.

Discussion: Axon provided the City with two sole source quotations for services.

The first quote was a "basic plan quote," which includes the purchase cost of the new Tasers, warranty, and one battery and cartridge. The basic plan total cost over five years was \$53,103.75 (Attachment 2).

The second "unlimited plan quote" includes the purchase of the new Tasers, warranty, and unlimited replacement over the life of the contract of cartridges and batteries. The unlimited plan total cost over five years was \$71,121.08 (Attachment 3).

Typically, each Taser battery and cartridge is replaced annually at a cost of about \$200 dollars per unit, times 35 units or \$7,000 per year. If the basic plan was purchased, the department would spend an additional \$28,000 dollars over the life of the contract for batteries and cartridges; compared to the difference in cost between the basic and unlimited plans of \$18,017.33.

Staff recommends the purchase of the unlimited plan proposal as the most efficient program being offered.

In addition, both plans will specify battery cartridges that communicate with the operator's personal body camera and other body cameras within a short distance – and will turn on and obtain video evidence when Tasers are deployed in use of force applications.

Funding for this initial equipment purchase and first-year software and storage costs will be made from the department's Asset Forfeiture Account (Police Supplies fund #630.20210.54100). These funds are intended to supplement law enforcement, not supplant general fund expenditures. The use of these funds for this first-year purchase is consistent with asset forfeiture guidelines concerning the purchase of new equipment.

Funding for years two through five of the purchase contract will then occur within the Police Department's general fund budget account (Police Supplies fund #100.20210.54100).



Axon Enterprise, Inc.'s TASER 60 Terms and Conditions

These TASER 60 Terms and Conditions (**Agreement**) apply to your purchase from Axon Enterprise, Inc. (**Axon**) under the TASER 60 Plan. TASER 60 provides CEW hardware extended warranty coverage, CEW Products, and CEW accessories. TASER 60 only applies to the TASER CEW Product and accessories listed in the Quote.

1. **TASER 60 Term.** TASER 60 Term start date is based upon the shipment date of the hardware covered under TASER 60 (**Start Date**). The TASER 60 Term will end 5 years after the Start Date (**Term**).
2. **Payment Terms.** Axon invoices for the TASER 60 Unlimited plan on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice. Invoices are due to be paid within 30 days of the date of invoice. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.
3. **Taxes.** Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
4. **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only.
5. **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
6. **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
7. **Warranty Limitations.** The warranties do not apply and Axon will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.



Axon Enterprise, Inc.'s TASER 60 Terms and Conditions

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

8. **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option. For warranty return and repair procedures, including troubleshooting guides, please go to Axon's website www.axon.com/support.

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

9. **TASER 60 Warranty Coverage.** TASER 60 includes extended warranty coverage for TASER CEW hardware specifically identified in the Quote and as described in the Hardware Limited Warranty. TASER 60 warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 during the Term. The Agency may not have both an optional extended warranty and TASER 60 on the TASER CEW product.
10. **Spare Product.** For orders of more than 30 units, Axon will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at Axon's sole option. Within 30 days of the end of the Term, the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon.
11. **Product Warnings.** See our website at www.axon.com for the most current product warnings.
12. **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and



Axon Enterprise, Inc.'s TASER 60 Terms and Conditions

services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying the Agency.

13. **TASER 60 Termination.** If an invoice for TASER 60 is more than 30 days past due, then Axon may terminate TASER 60. Axon will provide notification that TASER 60 coverage is terminated. Once TASER 60 coverage is terminated for any reason, then:
 - 13.1 TASER 60 coverage will terminate as of the date of termination and no refunds will be given.
 - 13.2 The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Products received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to Axon within 30 days of the date of termination.
 - 13.3 The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 Unlimited plan.
14. **Excusable Delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.
15. **Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
16. **Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
17. **Assignment.** The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of Axon.
18. **Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
19. **Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
20. **Entire Agreement.** This Agreement and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

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Axon Enterprise, Inc.*Protect Life.*

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 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: (480) 378-6152

Chris Dewey
 (707) 463-6242
 (707) 462-6068
 cdewey@cityofukiah.com

**Quotation****Quote:** Q-159096-1**Date:** 3/14/2018 10:01 AM**Quote Expiration:** 3/31/2018**Contract Start Date*:** 3/14/2018**Contract Term:** 5 years**AX Account Number:**

184872

Bill To:
 Ukiah Police Dept. - CA
 300 Seminary Avenue
 Ukiah, CA 95482
 US

Ship To:
 Chris Dewey
 Ukiah Police Dept. - CA
 300 Seminary Avenue
 Ukiah, CA 95482
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jason Maxwell	(480) 502-6201	jmaxwell@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Initial Payment - Taser 60 Year 1

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
35	85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	USD 280.00	USD 9,800.00	USD 0.00	USD 9,800.00
35	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
35	70116	PPM, SIGNAL	USD 0.00	USD 0.00	USD 0.00	USD 0.00
35	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
70	44203	CARTRIDGE - 25' HYBRID	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	USD 188.00	USD 188.00	USD 188.00	USD 0.00

Initial Payment - Taser 60 Year 1 Total Before Discounts: USD 9,988.00

Initial Payment - Taser 60 Year 1 Discount: USD 188.00

Initial Payment - Taser 60 Year 1 Net Amount Due: USD 9,800.00

Taser 60 Year 2 - 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
35	85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	USD 280.00	USD 9,800.00	USD 0.00	USD 9,800.00
Taser 60 Year 2 - 2019 Total Before Discounts:						USD 9,800.00
Taser 60 Year 2 - 2019 Net Amount Due:						USD 9,800.00

Taser 60 Year 3 - 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
35	85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	USD 280.00	USD 9,800.00	USD 0.00	USD 9,800.00
Taser 60 Year 3 - 2020 Total Before Discounts:						USD 9,800.00
Taser 60 Year 3 - 2020 Net Amount Due:						USD 9,800.00

Taser 60 Year 4 - 2021

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
35	85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	USD 280.00	USD 9,800.00	USD 0.00	USD 9,800.00
Taser 60 Year 4 - 2021 Total Before Discounts:						USD 9,800.00
Taser 60 Year 4 - 2021 Net Amount Due:						USD 9,800.00

Taser 60 Year 5 - 2022

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
35	85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	USD 280.00	USD 9,800.00	USD 0.00	USD 9,800.00
Taser 60 Year 5 - 2022 Total Before Discounts:						USD 9,800.00
Taser 60 Year 5 - 2022 Net Amount Due:						USD 9,800.00

Subtotal	USD 49,000.00
Estimated Tax	USD 4,103.75
Grand Total	USD 53,103.75

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <http://www.axon.com/legal>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____	Date: _____
Name (Print): _____	Title: _____
PO# (if needed): _____	

Quote: Q-159096-1

Please sign and email to Jason Maxwell at jmaxwell@taser.com or fax to (480) 378-6152

THANK YOU FOR YOUR BUSINESS!

‘Protect Life’[®] and TASER[®] are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
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Attachment 2^o

Certificate of Destruction

Agency Name:			
Quote/PO Number:			
Product/ Quantity to be destroyed:	M26:	X26:	Other:

Customer certifies that all products for which Customer receives a trade-up discount will be removed from service to be destroyed and rendered permanently nonfunctional. Destruction of units should be performed according to Customer's policy. Products traded-in may not be resold or redistributed. TASER is not responsible for Product warranty or liability related to traded-in products, reserves the right to invoice Customer for the discounted amount for any device not destroyed, and reserves the right to require verification that destruction has been performed.

Form completed by:

Signature (Digital is acceptable or scan)

Printed name, title

Date

Return the signed form to your sales representative along with your purchase order/quote.

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Axon Enterprise, Inc.*Protect Life.*

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: (480) 378-6152

Chris Dewey
 (707) 463-6242
 (707) 462-6068
 cdewey@cityofukiah.com

**Quotation****Quote:** Q-159104-1**Date:** 3/14/2018 10:18 AM**Quote Expiration:** 3/31/2018**Contract Start Date*:** 3/14/2018**Contract Term:** 5 years**AX Account Number:**

184872

Bill To:
 Ukiah Police Dept. - CA
 300 Seminary Avenue
 Ukiah, CA 95482
 US

Ship To:
 Chris Dewey
 Ukiah Police Dept. - CA
 300 Seminary Avenue
 Ukiah, CA 95482
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jason Maxwell	(480) 502-6201	jmaxwell@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Initial Payment - Taser 60 Year 1

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
35	85705	TASER 60 YEAR 1 PAYMENT: X26P UNLIMITED	USD 395.00	USD 13,825.00	USD 3,500.00	USD 10,325.00
35	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
35	70116	PPM, SIGNAL	USD 0.00	USD 0.00	USD 0.00	USD 0.00
35	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
105	44205	Cartridge - Simulation	USD 0.00	USD 0.00	USD 0.00	USD 0.00
105	44203	CARTRIDGE - 25' HYBRID	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	USD 188.00	USD 188.00	USD 188.00	USD 0.00
Initial Payment - Taser 60 Year 1 Total Before Discounts:						USD 14,013.00
Initial Payment - Taser 60 Year 1 Discount:						USD 3,688.00
Initial Payment - Taser 60 Year 1 Net Amount Due:						USD 10,325.00

Taser 60 Year 2 - 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
35	85706	TASER 60 YEAR 2 PAYMENT: X26P UNLIMITED	USD 395.00	USD 13,825.00	USD 0.00	USD 13,825.00
Taser 60 Year 2 - 2019 Total Before Discounts:						USD 13,825.00
Taser 60 Year 2 - 2019 Net Amount Due:						USD 13,825.00

Taser 60 Year 3 - 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
35	85707	TASER 60 YEAR 3 PAYMENT: X26P UNLIMITED	USD 395.00	USD 13,825.00	USD 0.00	USD 13,825.00
Taser 60 Year 3 - 2020 Total Before Discounts:						USD 13,825.00
Taser 60 Year 3 - 2020 Net Amount Due:						USD 13,825.00

Taser 60 Year 4 - 2021

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
35	85708	TASER 60 YEAR 4 PAYMENT: X26P UNLIMITED	USD 395.00	USD 13,825.00	USD 0.00	USD 13,825.00
Taser 60 Year 4 - 2021 Total Before Discounts:						USD 13,825.00
Taser 60 Year 4 - 2021 Net Amount Due:						USD 13,825.00

Taser 60 Year 5 - 2022

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
35	85709	TASER 60 YEAR 5 PAYMENT: X26P UNLIMITED	USD 395.00	USD 13,825.00	USD 0.00	USD 13,825.00
Taser 60 Year 5 - 2022 Total Before Discounts:						USD 13,825.00
Taser 60 Year 5 - 2022 Net Amount Due:						USD 13,825.00

Subtotal	USD 65,625.00
Estimated Tax	USD 5,496.08
Grand Total	USD 71,121.08

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <http://www.axon.com/legal>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____	Date: _____
Name (Print): _____	Title: _____
PO# (if needed): _____	

Quote: Q-159104-1

Please sign and email to Jason Maxwell at jmaxwell@taser.com or fax to (480) 378-6152

THANK YOU FOR YOUR BUSINESS!

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Attachment 3

13

Certificate of Destruction

Agency Name:			
Quote/PO Number:			
Product/ Quantity to be destroyed:	M26:	X26:	Other:

Customer certifies that all products for which Customer receives a trade-up discount will be removed from service to be destroyed and rendered permanently nonfunctional. Destruction of units should be performed according to Customer's policy. Products traded-in may not be resold or redistributed. TASER is not responsible for Product warranty or liability related to traded-in products, reserves the right to invoice Customer for the discounted amount for any device not destroyed, and reserves the right to require verification that destruction has been performed.

Form completed by:

Signature (Digital is acceptable or scan)

Printed name, title

Date

Return the signed form to your sales representative along with your purchase order/quote.

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AGENDA SUMMARY REPORT

SUBJECT: Notification of Memorandum of Understanding between the City of Ukiah Police Department and the Ukiah Rifle and Pistol Club

DEPARTMENT: Police

PREPARED BY: Chris Dewey

ATTACHMENTS:

[Attachment 1 - UPD & Gun Club MOU](#)

Summary: The City Council is being notified regarding an MOU between the City of Ukiah Police Department and the Ukiah Rifle and Pistol Club for use of their facility for firearms training, in an amount not to exceed \$15,000.

Background: Each year, the Ukiah Police Department provides regular on-going use of force training to department personnel. For this training, the department either utilizes City facilities, or contracts for use of other facilities.

Discussion: Knowing when and how to utilize a firearm in a deadly force encounter is one of the most difficult situations an officer will ever face. To assist officers in determining when to use and not use a firearm proficiently in critical incidents, the department conducts on-going training for it's personnel. Having appropriate facilities for this training is essential.

RECOMMENDED ACTION: No action required; notification of an MOU between the City of Ukiah Police Department and the Ukiah Rifle and Pistol Club for use of their facility for firearms training, in an amount not to exceed \$15,000.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10020210.57100 Police Training Fund

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Rapport, City Attorney and Sage Sangiacomo, City Manager

Approved: _____


Sage Sangiacomo, City Manager

This year, the City of Ukiah and Ukiah Rifle and Pistol Club negotiated a new Memorandum of Understanding for use of the Ukiah Rifle and Pistol Club facility (Attachment 1). This new MOU includes costs for the rental use of their facility, and terms for the facility use. In addition, the new agreement allows the City of Ukiah Police Department to continue to maintain a storage container for training supplies on the Club property.

Under the terms of this MOU, the total costs will not exceed \$15,000 dollars. Actual costs will vary dependent upon scheduled use of the facility, and are anticipated to average less than \$3,000 per year. This MOU has been reviewed and approved by the City Attorney.

In compliance with Section 1522 of the Ukiah City Code, this report is being submitted to the City Council for the purpose of reporting a services contract costing more than \$10,000, but less than \$20,000.

MOU # _____

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE
CITY OF UKIAH POLICE DEPARTMENT AND THE UKIAH RIFLE AND PISTOL
CLUB**

This Memorandum of Understanding is entered into the _____ day of _____, 20____, by and between the CITY OF UKIAH POLICE DEPARTMENT and the Ukiah Rifle and Pistol Club (collectively "the parties").

WHEREAS, CITY OF UKIAH POLICE DEPARTMENT (UPD) requires the use of a gun range to provide shooting and skills practice to its law enforcement staff; and

WHEREAS, The Ukiah Rifle and Pistol Club has a gun range and wishes to allow UPD employees to use the ranges located at 2300 Vichy Springs Road in Ukiah.

NOW, THEREFORE, BASED ON THE FOREGOING RECITALS, THE PARTIES HERETO AGREE AS FOLLOWS.

The terms for use of the Ukiah Rifle and Pistol Club range shall be as described in Exhibit A – Terms of Use; and

The payment terms for the use of the Ukiah Rifle and Pistol Club range shall be as stated in Exhibit B – Payment Terms; and

This MOU may be amended by the parties hereto, and may be canceled by either party by providing a 30-day written notice to the other party. This MOU and the Lease between the City and the Ukiah Rifle and Pistol Club embody the entire agreement between the parties and may be amended only in writing executed by both parties; and

The terms of this MOU shall be for a 5 year term, commencing on the effective date, but may be extended on the same terms and conditions for extended terms. The term shall be extended by written notice from one party to the other prior to the expiration of the current term.

EXHIBIT A TERMS OF USE

1. UPD agrees to:
 - a. Provide the Ukiah Rifle and Pistol Club with its planned organized training dates of use by 15th of each December for the upcoming year. The information will include requested dates of use, the name of the range desired and the designation of half day use or full day use. Any changes to the calendar must be made 60-days in advance of the requested change and may be considered but not guaranteed.
 - b. Have the UPD Range Master inspect the range that will be used that day PRIOR to any use or shooting on a reserved day. If the range is deemed safe, shooting practice may occur. If the range is deemed unsafe, the UPD Range Master will IMMEDIATELY report the issues to the Ukiah Rifle and Pistol Club's Range Master. Until the issue is remedied, no use or shooting may occur on the range. If any shooting occurs prior to the resolution of the reported issues, UPD will be charged for the range use for the day.
 - c. Clean up after use of a range. This includes sweeping up all discarded casings and unspent ammo. They must be either collected or disposed of at the end of the day. All garbage must be emptied from trash cans and placed in the dumpster. The range MUST be left clean. Violations of this rule will result in the cancelation of the MOU.
 - d. Prohibit its personnel from shooting from 8am to one half hour prior to sunset. Anyone who violates this rule will receive a warning and will be required to complete an intro course of range use provided by the Ukiah Rifle and Pistol Club. A second offense will cancel this MOU.
 - e. To provide proper upkeep of a storage unit on the Ukiah Rifle and Pistol Club property and to take care of any maintenance needs that the Club brings to their attention.

EXHIBIT A, page two
TERMS OF USE

2. Ukiah Rifle and Pistol Club agrees to:
 - a. Have its Range Master or a Range Safety Officer available during its hours of operation to address any issues as per Exhibit A, section 1.b.
 - b. Have their ranges in good operating order and to maintain facilities.
 - c. Continue to allow UPD to maintain a storage unit on the Ukiah Rifle and Pistol Club property.
 - d. Ensure UPD shall have the exclusive use of a reserved range on day and time for which the range is reserved by UPD for organized departmental training.
 - e. Indemnify and defend the UPD and any of its officers using the Gun Club for departmental training from and against any claim by any person or entity, expense, or liability arising from the deposit of lead on the property in the course of discharging weapons thereon, including all costs of any legal defense to such a claim such as the fees of attorneys, experts, consultants, investigators and litigation expenses.
3. Other:
 - a. Cancellations of a scheduled range use day by UPD will incur the full charge for the range as calendared.
 - b. In the event litigation arises between the parties, in connection with this MOU, each party shall be responsible for their own costs and attorney fees relating to said dispute, including any lawsuit brought by either party.
 - c. All the provisions of this MOU shall be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, administrators and assigns.

////////////////////////////////////END OF EXHIBIT A////////////////////////////////////

**EXHIBIT B
PAYMENT TERMS**

1. The Ukiah Rifle and Pistol Club will invoice UPD annually by the end of December and will submit invoices to:

UPD
300 Seminary Ave
Ukiah, Ca. 95482
Attn: Chief of Police

2. The invoice will include billing for the days, times and range choice that UPD calendared for the year.
3. The fees are as follows:

Range Names	Description	Full Day	Half Day
Main	Pistols no less than 25 yards, rifles out to 400 yards; up to 8 shooters at a time	\$200	\$125
Hellorado	Pistol only; up to 7-10 shooters at a time	\$175	\$100
Back Range	Pistol & rifles to 100 yards; up to 3 shooters at a time	\$150	\$ 75

4. UPD will make payment to the Ukiah Rifle and Pistol Club within 30-days of receipt of the invoice.
5. Payments under this agreement shall not exceed \$15,000 for the term of the agreement.

////////////////////////////////////END OF EXHIBIT B////////////////////////////////////

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.	
CITY OF UKIAH UKIAH POLICE DEPARTMENT By: _____ Date _____ Budgeted: ☐ Yes ☐ No Budget Unit: _____ Line Item: _____ Grant: ☐ Yes ☐ No Grant No.: _____	CONTRACTOR/COMPANY NAME: By: <u>Ch hl</u> <u>UGC Secretary</u> NAME AND ADDRESS OF CONTRACTOR: <u>Ukiah Rifle and Pistol Club</u> <u>P.O. Box 26</u> <u>Ukiah, Ca. 95482</u> PH: <u>707-227-9416</u> EM: <u>ukiahgunclubsecretary@gmail.com</u>
INSURANCE REVIEW: By: _____	By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
CITY MANAGER /PHYSICAL REVIEW: APPROVAL RECOMMENDED By: _____	CITY ATTORNEY REVIEW: APPROVED AS TO FORM: David Rapport City Attorney By: <u>[Signature]</u>



AGENDA SUMMARY REPORT

SUBJECT: Adoption of an Ordinance Adding Various Sections to the Ukiah City Code to Regulate Shopping Cart Containment and Retrieval

DEPARTMENT: Community Development

PREPARED BY: Darcy Vaughn

ATTACHMENTS:

[Attachment 1 - Shopping Cart Ordinance](#)

Summary: The City Council will consider adoption of the the Ordinance Adding Various Sections to the Ukiah City Code to Regulate Shopping Cart Containment and Retrieval

Background: In 2015, in response to the proliferation of stolen and abandoned shopping carts in the City, the Council voted to form an ad hoc to develop a shopping cart ordinance, consisting of Vice Mayor Mulheren and Councilmember Brown.

Ultimately, the Council elected not to proceed with an ordinance, instead directing Staff to work with the businesses to seek voluntary adoption of security measures to prevent shopping cart theft and to retrieve abandoned carts. Although Staff worked with businesses on this voluntary compliance program, cart theft has persisted and abandoned carts have accumulated in particular areas of town, causing visual blight.

The shopping cart ad hoc disbanded pursuant to the Council's vote at their December 2, 2015 meeting. In recent months, however, the City's internal Homeless Working Group, along with Vice Mayor Mulheren and Councilmember Brown, has been discussing the continued development of an ordinance to address the issue

RECOMMENDED ACTION: Staff asks that the City Council adopt the Ordinance Adding Various Sections to the Ukiah City Code to Regulate Shopping Cart Containment and Retrieval

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

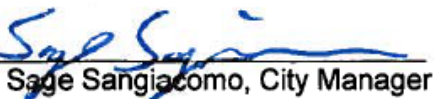
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Vice Mayor Mulheren and Councilmember Brown

Approved:


Sage Sangiacomo, City Manager

of stolen and abandoned shopping carts. This group has reviewed and consulted with other jurisdictions that have successfully developed and implemented effective shopping cart ordinances. According to the California Grocers Association, approximately 120 jurisdictions in California have implemented ordinances related to shopping cart containment. That work has resulted in the Shopping Cart Ordinance that was presented to the Council at their meeting of February 21, 2018.

At the February 21, 2018 Council meeting, the Council received public comment from stakeholders including representatives of stores operating in the City that use shopping carts and from homeless population advocates. The Council opted not to introduce the Shopping Cart Ordinance at this time but instead directed staff to provide the Council with additional information on how the proposed Ordinance would be enforced and to work with store representatives to discuss and clarify a set of objective standards that would be used to evaluate the loss prevention component of the shopping cart plan required under the Ordinance. In this report, staff will provide the Council with additional information on how the Ordinance will be enforced. In addition, staff has consulted with store owners as directed and implemented a number of amendments to the Shopping Cart Ordinance in order to clarify the standards by which the shopping cart plan will be evaluated.

At the March 21, 2018 Council meeting, the staff presented the amended version of the Ordinance implementing Council's requested changes from the February 21, 2018 meeting. Also at the March 21, 2018 Council meeting, the Council moved to approve those amendments, plus some corrections to grammar and usage, and unanimously voted to introduce by title only the amended version of the Ordinance.

Staff is recommending Council adopt the proposed Shopping Cart Ordinance, attached as "Attachment 1".

Discussion: Summary of Changes in Response to Council Requests:

The Council expressed concern that the proposed Shopping Cart Ordinance lacks an objective set of standards for the Administrator's evaluation of shopping cart plans and thus does not provide sufficient information for store owners to comply with the Ordinance and to submit a shopping cart plan that will be approved by the Administrator. In response, staff removed the language in Section 2384.D of the Ordinance that stated that the Administrator may deny a shopping cart plan if, in the Administrator's opinion, the plan is insufficient to prevent cart removal.

Staff also inserted language that clarifies that the Administrator may deny a plan that fails to meet the standards for addressing cart removal prevention that are set forth in Section 2384.C.5 of the Ordinance. Specifically, a store owner can opt to implement one of the particular removal prevention methods listed in Section 2384.B, use security personnel, require a security deposit for cart use, or implement any other cart removal prevention method demonstrated to be effective.

In addition, because of general concerns about the impact of the Ordinance requirements on small businesses in the community, staff has opted to remove the requirement of a fee for processing a submitted shopping cart plan, exception, or renewal in order to reduce the burden on local, independent stores complying with the Ordinance.

Finally, the Ukiah Police Department already has policies and procedures in place that would dictate how they must enforce the Shopping Cart Ordinance against individuals who are actively using offsite shopping carts to transport their personal possessions. In addition, to the extent that any other City department is retrieving abandoned shopping carts, those carts will not be in active use and will not contain the user's personal possessions and, as such, the City will not need additional procedures to guide storage and return of personal property. If any other City department does intend, during the course of an illegal campsite clean-up, to retrieve an offsite shopping cart that is being actively used to transport and store personal possessions, the City can then rely on the procedures already required in the Camping Ordinance Clean-Up Procedures. As such, staff has removed the provision that requires the City to adopt additional procedures specifically for shopping cart

retrieval.

Detailed Discussion:

The Shopping Cart Ordinance adds a number of sections to the divisions of the City Code regulating businesses and setting forth police regulations ensuring public peace and order. While the Ordinance is based in large part on the State's existing regulatory regime to curb shopping cart theft and abandonment as set forth in the Business and Professions Code Section 22435 and following, it also introduces a number of specific requirements and prohibitions for business owners and individuals.

Business owners of establishments providing shopping carts for transport of goods on the business premises must permanently affix a sign to each cart which will (1) identify the business that owns the cart, (2) indicate a valid address or phone number for the business or owner for purposes of returning a cart to the business or owner, (3) notify the public that removal of the cart from the premises or unauthorized possession of the cart is a violation of state law and local ordinance, and (4) notify the public that there is no circumstance in which removal of the cart from the premises is authorized. These identification and notification elements are required by and set forth in the Business and Professions Code Section 22435.1 and the proposed ordinance.

In addition, business owners are required to submit to the shopping cart program Administrator, designated in the Ordinance as the Director of Community Development, a shopping cart plan for retaining and retrieving that business's shopping carts. Once the business owner obtains approval of the shopping cart plan from the Administrator, the owner must also effectively implement the approved plan. If this Ordinance is introduced and adopted by the Council, each business operating within the City that provides shopping carts for use on the premises must submit a shopping cart plan to the Administrator within 90 days after the Ordinance goes into effect. Any new business operating after the Ordinance goes into effect must submit a shopping cart plan within 60 days of obtaining a business license. However, a business owner may, instead, request an exemption to the shopping cart plan requirement if the owner can demonstrate that the business already has effective restraints that prevent carts from being taken from the premises or from operating off-premises or otherwise secures all shopping carts when the business is closed.

A shopping cart plan must include the contact information for the business and its on-site manager, the number of carts on-site and the requirements for sign identification, and a description of how the business will notify the public that removal of a shopping cart from the premises is a violation of State and City law. In addition, the plan must describe the business's employee training program, to be held at least annually, to educate current and new employees about the business's shopping cart plan. Finally, the plan must describe how the business will prevent removal of shopping carts from the premises, how any shopping carts that are removed from the premises and found off-site will be retrieved, and how the plan will be modified if these measures do not prove to be effective.

Once a shopping cart plan is submitted, the Administrator has 30 days to either approve or deny the plan or request additional information. The business owner then has 30 additional days to either provide a more complete or adequate plan if this is the basis for denial, or to provide the additional information requested. Business owners may submit a modification to the shopping cart plan to address changed circumstances or ineffective provisions of the plan.

An accepted shopping cart plan or exemption is subject to renewal via written application by July 1, every two years, without modification, if no more than six of the business's carts are found off-site within the previous three-month period. The renewal may be denied, or an existing plan revoked, if: (1) shopping carts from that business have been found off-site on seven or more occasions within the prior three-month period, (2) the owner violates the Ordinance, or (3) the owner knowingly makes false statements or fails to disclose material information in the plan application, renewal, or any required report.

As applicable to business owners, the Shopping Cart Ordinance prohibits failure to affix permanent, identifying

signs to that business's shopping carts, failure to submit a shopping cart plan or request an exemption, and failure to comply with an approved shopping cart plan.

As applicable to the public generally, the Shopping Cart Ordinance prohibits removing shopping cart from the business premises, possessing an off-site shopping cart, and altering, converting, or tampering with a shopping cart, including removing or defacing an identifying sign or a cart serial number.

The Shopping Cart Ordinance also sets forth enforcement requirements for the Ordinance and penalties for violation. A business owner is required to retrieve off-site carts within three business days of being notified of the off-site cart by the Administrator. A violation of this provision, or of any other provision of the Ordinance, is subject to any enforcement procedures permitted by law, including plan revocation, administrative procedures for nuisance abatement, civil enforcement, revocation of a use or site development permit, or, in extreme cases, fines or prosecution as a misdemeanor under Business and Professions Code Sections 22435.2, 22435.3, or 22435.13, or the Ordinance.

While the Ukiah Police Department will serve as the enforcement entity for the Ordinance for violations by members of the public, the Director of Community Development, in his role as Administrator under the Ordinance, will serve as the enforcement entity for violations of the Ordinance by Business Owners. The Ukiah Police Department is authorized to enforce violations of the Ordinance through fines or prosecution as a misdemeanor under Business and Professions Code Sections 22435.2, 22435.3, or 22435.13, or the Ordinance.

CEQA Compliance:

The proposed City ordinance is not subject to CEQA pursuant to Sections 15060(c)(2) and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect adverse physical change in the existing environment and because there is no possibility that it may have a significant adverse effect on the environment.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING ARTICLE 8 TO CHAPTER 2, DIVISION 2 AND ARTICLE 11 TO CHAPTER 1, DIVISION 7 OF THE UKIAH CITY CODE TO REGULATE SHOPPING CART CONTAINMENT AND RETRIEVAL.

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

SECTION ONE. FINDINGS AND DECLARATION OF INTENT:

The City Council of the City of Ukiah hereby finds and declares as follows:

1. Abandoned shopping carts constitute a nuisance, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic within the City.
2. The accumulation of wrecked, dismantled and abandoned shopping carts on public and private property also tends to create conditions that reduce property values, promoting blight and deterioration in the City.
3. The intent of this Ordinance is to ensure that measures are taken by businesses that own and use shopping carts to prevent the removal of shopping carts from store premises.
4. This Ordinance is based in part on California Business and Professions Code section 22435 and following.

SECTION TWO. Article 8, entitled "Shopping Cart Containment and Retrieval" is added to Chapter 2, Division 2 of the Ukiah City Code and shall read as follows.

ARTICLE 8. SHOPPING CART CONTAINMENT AND RETRIEVAL

Sections:

- 2380 Applicability.
- 2381 Definitions.
- 2382 Prohibitions.
- 2383 Shopping cart identification signs.
- 2384 Shopping cart plan.
- 2385 Enforcement.

§2380 Applicability.

This Article applies to:

A. Each business owner in the City that provides shopping carts for customer use on the business premises; and

B. Any person who removes or who is in possession of or who has abandoned an off-site shopping cart.

§2381 Definitions.

Administrator means the Director of Planning and Community Development or his or her designee.

Business owner or *owner* means one or more persons or any legal entity, such as, but not limited to, a corporation, limited liability company, partnership or association that owns a business that provides shopping carts for customer use on the premises.

Off-site shopping cart means a shopping cart that has been removed from the premises where it belongs in violation of the requirements of this Article.

Premises means the entire area owned or under the control of a business owner, including the parking area and for businesses in a shopping center or other development where common areas serve more than one business, the common area shared by the business with other businesses in the development.

Shopping cart or *cart* means a basket or a similar device which is mounted on wheels and is generally owned and used as part of a retail establishment and used by a customer for transporting goods.

Shopping cart plan means a document submitted to the City by the business owner, under Ukiah City Code Section 2384.C.

§2382 Prohibitions.

A. Prohibitions Applicable to Business Owners. It is unlawful and a violation of this Article for a business owner to:

1. Fail to affix an identifying sign to each shopping cart;
2. Fail to submit a shopping cart plan or request for exemption in conformance with Ukiah City Code Section 2384.B;
3. Fail to comply with an approved shopping cart plan; or
4. Allow or authorize a shopping cart to be removed from the premises, except to allow for shopping carts to be serviced or repaired by a qualified and licensed company off-site.

B. Other Prohibitions. It is unlawful and a violation of this Article for a person to:

1. Remove a shopping cart from the premises where it belongs; or
2. Possess an off-site shopping cart; or
3. Abandon an off-site shopping cart; or
4. Alter, convert, or tamper with a shopping cart, or remove any part or portion thereof or remove, obliterate or alter an identifying sign or serial numbers on a shopping cart.

§2383 Shopping cart identification signs.

The business owner shall have a sign permanently affixed to each cart in a prominent location.

The sign shall include all of the following information:

- A. The identity of the owner of the cart or the business, or both;
- B. The valid address or phone number of the business for returning the cart to the owner or business;
- C. Notice to the public that the unauthorized removal of the cart from the premises or the unauthorized possession of the cart is a violation of state law and of the Ukiah City Code; and
- D. Notice to the public that there shall be no authorized removal of the cart from the premises.

§2384 Shopping cart plan.

A. General requirement. Each owner of a business shall submit to the Administrator, obtain approval from the Administrator, and effectively implement a shopping cart plan in accordance with this Article.

B. Exemptions. A business owner is exempt from this Article, for two years at a time, if the owner submits an exemption request and meets all of the following requirements:

1. The business has effective restraints that prohibit any carts from exiting the premises or from operating off the premises. Examples of such effective restraints include but are not limited to: poles attached to carts to keep them from passing a certain point; electronic wheel locks on all carts which prevent wheels from rolling past the perimeter of the premises; physical constraints such as bollards; and continuous use of courtesy clerks to accompany customers and return the carts to the store.

2. The business secures all shopping carts during the hours the business is closed by storing carts inside or locking them outside.

C. Contents of the shopping cart plan. The shopping cart plan shall include all of the following elements:

1. Name, address and telephone number of the business, the business owner and the name and telephone number of the on-site manager.

2. The number of on-site shopping carts, and a description of how the business owner intends to comply with the requirements for sign identification on carts.

3. Public notices. A description of a customer education process by which the business owner will inform customers that the removal or off-site possession or abandonment of carts is a violation of state law and this Article. This information may include business signs posted in prominent places, flyers, warnings on shopping bags, direct mail, in-store announcements, or other means demonstrated to be effective. Public notice to customers shall include signage permanently affixed to each shopping cart that identifies the owner of the cart or the retailer, or both, as set forth in Business & Professions Code Section 22435.1 and Section 2383 of this Code.

4. Employee training. A description of an annual (or more frequent) employee training program to educate existing and new employees about the shopping cart plan.

5. Loss prevention. A description of the measures that the business owner will implement to prevent the removal of shopping carts from the premises. These measures may include any of those listed in subsection B of this section or use of security personnel to prevent removal, security deposit for use of a cart, or other measures demonstrated to be effective.

6. Cart retrieval. A plan for mandatory retrieval of off-site shopping carts on at least a weekly basis, and within three business days of notice from the City under Ukiah City Code Section 2385.A. The Administrator may require retrieval on a more frequent time schedule based on the number of off-site carts from the business requiring retrieval. Cart retrieval may be done by the business owner, business employees or agents, or a cart retrieval service contracted for by the business owner or by a combination of owners. A business owner is not required to retrieve an off-site cart in someone's possession and containing personal property of the person.

7. Implementation: The plan shall describe the measures the owner intends to take to prevent the removal of shopping carts from the premises, to retrieve off-site shopping carts on at least a weekly basis, and to modify these measures should they result in circumstances that would justify revocation of the plan as set forth in Subsection G of this Section.

D. Administrator review. Within 30 days after a shopping cart plan is submitted, the Administrator shall render a decision to approve or deny the plan, or to request additional information. If a plan is rejected as incomplete or inadequate, or if additional information is needed, the Administrator shall notify the owner in writing. The owner has 30 days from the date such notification is given to submit the additional information or a complete or adequate plan, as the case may be.

The Administrator may deny a plan on any of the following grounds:

1. The plan fails to include the information required under this Article or fails to adequately address the required elements.
2. The plan fails to meet the standards contained in Subdivision C.5 to prevent removal of carts.
3. Implementation of the plan violates this Article, or a local, state or federal law.
4. The owner knowingly makes a false statement in or omits material facts from the plan, or any amendment.

E. Plan modification. The owner may submit a plan modification of any previously approved shopping cart plan to address changed circumstances or to modify ineffective provisions. The Administrator shall review and consider the modification in the same manner set forth in Subsection D of this Section.

F. Biennial renewal. Every two years a business owner may renew an exemption or a previously approved shopping cart plan, without modification, if no more than six of the owner's shopping carts have been found off-site within the previous three months. The owner shall submit a written application for renewal by July 1st, together with the owner's statement that no more than six of the business's shopping carts have been found off-site within the previous three months.

G. Denial or revocation. The Administrator may revoke a plan approved under Subsection D of this Section, deny a renewal under Subsection F of this Section, or revoke an exemption granted under Subsection B of this Section if:

1. A shopping cart has been found on public property on seven or more occasions within the prior three-month period;
2. The owner has failed to comply with a provision of this Article;
3. The owner has knowingly made a false statement or failed to disclose material information in an application, an amendment or a report required or provided under this Article.

§2385 Enforcement.

A. Retrieval. Whenever the Administrator notifies a business owner of an off-site cart, either verbally or in writing, the owner shall retrieve the cart within three business days.

B. Violations.

The following will be subject to any enforcement procedures permitted by law, as set forth in Subsection C of this Section:

1. An owner who violates this Article or a provision of the owner's approved shopping cart plan;
2. A person who removes or possesses or abandons a shopping cart off-site;
3. A person who alters, converts, or tampers with a shopping cart; or
4. An owner of real property who allows off-site carts to remain on his, her or its real property.

C. The enforcement procedures permitted by law for violations of this Article include:

1. Revocation of an exemption under Ukiah City Code Section 2384.B.
2. The requirement for a stricter shopping cart plan.
3. Prosecution as a misdemeanor under the authority of California Business and Professions Code sections 22435.2, 22435.3 or 22435.13 or Section 6098 of this Code.
4. Imposition of a fine not exceeding (1) one hundred dollars (\$100.00) for a first violation, (2) two hundred dollars (\$200.00) for a second violation within the same year, and (3) five hundred dollars (\$500.00) for each additional violation within the same year.
5. Procedures for abatement of a nuisance under Ukiah City Code Sections 3452.K and 3402.A, the civil and criminal penalties in Ukiah City Code Section 3424, and any other applicable administrative procedures contained in the Ukiah City Code.
6. Civil action for enforcement, including to abate a public nuisance by injunction, the City Council declaring that a violation of this Article constitutes a public nuisance.
7. Proceedings for revocation of a use or site development permit, if applicable.

These enforcement procedures and penalties are cumulative with each other and any other remedy available at law or in equity, and are not mutually exclusive. Any one or more of them may apply and be used or charged in response to a single violation of this Article.

SECTION THREE. Article 11, entitled “Shopping Carts” is added to Chapter 1, Division 7 of the Ukiah City Code and shall read as follows.

ARTICLE 11. SHOPPING CARTS

Sections:

6096 Unauthorized removal, alteration, or possession of a shopping cart.

6097 Definitions.

6098 Penalty for Violation.

§6096 Unauthorized removal, alteration, or possession of a shopping cart.

It is unlawful and a public nuisance for any person to:

A. Remove a shopping cart from the business premises where it belongs; or

B. Possess or abandon an off-site shopping cart; or

C. Alter, convert, or tamper with a shopping cart, remove any part or portion thereof or remove, obliterate or alter an identifying sign or serial numbers on a cart.

§6097 Definitions.

All terms in this Article shall have the meaning stated in Section 2381 of this Code.

§6098 Penalty for Violation.

In addition to the penalty prescribed in Business and Professions Code Section 22435.3 or any amendment thereof, a violation of this Article is a misdemeanor, subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment in the County jail for a period not exceeding three (3) months, or by both such fine and imprisonment.

SECTION FOUR.

1. SEVERABILITY.

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

subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

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

Introduced by title only on March 21, 2018, by the following roll call vote:

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

Adopted on _____, 2018 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Kevin Doble, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Award Contract to Gregg Simpson Trucking in the Amount of \$56,294.70 for Trenching and Concrete Work to Install Electrical Infrastructure at Empire Drive and Bush Street, Specification No. E32813 (EUD)

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

[Attachment 1 - 103 Circuit Expansion, Specification No. E32813](#)

[Attachment 2 - Bid Tabulation](#)

Summary: Council will consider awarding a contract to Gregg Simpson Trucking in the amount of \$56,294.70 for trenching and concrete work to install electrical infrastructure at Empire Drive and Bush Street, Specification No. E32813.

Background: On February 8th, 2018, a bid notice was released to all Class A contractors on the City's Qualified Contractor's List for the Empire Drive and Bush Street Electrical Infrastructure Project, Specification No. E32813 (Attachment #1). Specifications were also released to the builder's exchanges, and the bid specifications were posted on the City's website.

This project will reconfigure the underground primary, 12,000 volt, electrical infrastructure in the Empire Drive and Bush Street intersection area by installing a pad-mounted switch and adding additional feeder protection. The project will provide additional electrical capacity to meet the areas summer peak loads, allowing the Utility

RECOMMENDED ACTION: Award contract to Gregg Simpson Trucking in the amount of \$56,294.70 for the 103 Circuit Expansion, Specification No. #E32813.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$370,000; 80126100.80230

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 80126100.80230

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Purchasing Supervisor

Approved:


Sage Sangiacomo, City Manager

better serve our customers.

Discussion: Bids were due and opened at 1:30 p.m. on March 13, 2018. Only one contractor participated in the Mandatory Pre-Bid meeting. A copy of the bid tabulation is provided as Attachment 2. The lowest responsible bidder is Gregg Simpson Trucking, submitting a bid in the amount of \$56,294.70.

Staff recommends awarding the bid to Gregg Simpson Trucking in the amount of \$56,294.70. Funds are budgeted and available in 80126100.80230.

**REQUEST FOR BID**

1320 AIRPORT ROAD
UKIAH, CALIFORNIA 95482
P: (707) 467-5777, F: (707) 313-3831

Bids may be emailed, faxed, or hand delivered, to the contact information listed herein, and by the specified deadline, or the bid will be rejected.

Submitted by: _____

(Company Name

& Address) _____

DATE: 2/13/2018

REQ. NO. E32813

BIDS WILL BE RECEIVED UNTIL
1:30 p.m. 13-Mar 2018

AT THE OFFICE OF THE BUYER II

1320 AIRPORT RD, CITY of UKIAH

BY: Mary Williamson

Email: mwilliamson@cityofukiah.com

BIDS ARE REQUESTED FOR THE FOLLOWING ITEM

ALL BIDS SHALL BE F.O.B. UKIAH, CA.

QUANTITY	DESCRIPTION	UNIT PRICE	EXT PRICE
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1 LOT	Provide all labor, materials and equipment for the installation of one (1) primary switch box pad and all 4" & 6" conduit from the intersection of Empire Drive and Bush Street to 1461 North Bush Street, Ukiah CA 95482. The work will consist of removing and replacing asphalt concrete and sidewalk, trenching compacting and installing and primary junction box pad and conduits per Attachment 1 Work Order 1703 1461 North Bush Street Install PM Switch, 103 Circuit Improvemnet (two (2) sheets). Mandatory Pre-Bid Meeting: 9:00 a.m., March 1, 2018 Corner of Bush Street and Empire Drive Sub Total Tax (8.375 %): Shipping: TOTAL:	LUMP SUM	
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SIGNATURE:	DATE:	PAYMENT TERMS: N30
PRINT NAME:	PHONE:	EMAIL:

TERMS:

1. LOCAL PREFERENCE: Local Vendors shall be given an allowance of five percent (5%), up to a maximum allowance of \$2,500, on any bid for supplies, equipment and/or materials per Ukiah City Code Section 1522.D.4. A Local Vendor is defined as one which, 1) conducts business in an office or other business premises with a physical location in Mendocino County, 2) holds a valid business license issued by Mendocino County or one of the cities in Mendocino County for that business location, and 3) has conducted business in compliance with 1) and 2) for not less than six (6) months prior to requesting the preference. The City shall receive satisfactory proof that a business qualifies as a local vendor before it may receive the local preference. In the event that there is a tie bid, where one bidder is local, the other is not, and the bid is equal in price and quality, the award shall go to the Local Vendor.
2. Right is reserved to reject any and all bids.
3. Right is reserved to accept separate items unless specifically denied by bidder.
4. Right is reserved to reject a bid from any bidder who has previously failed to perform adequately for the City of Ukiah.
5. In CASE OF DEFAULT, the City of Ukiah may procure the items quoted on from other sources and hold the original bidder liable for any increased costs.
6. The price, terms, delivery point, and delivery date may individually or collectively be the basis of the awarding of the bid.
7. In submitting the bid, bidder agrees that the bid shall remain open and may not be revoked or withdrawn for 60 days from the bid due date, unless a different time period is specified in RFB.
8. Bidder agrees to perform according to its bid, if the City's acceptance is communicated to the bidder within the time specified in number 7 above.

REQUEST FOR BID

City of Ukiah

103 CIRCUIT EXPANSION

Specification No. E32813

February 13th 2018

Mandatory Pre-Bid Meeting

9:00 a.m., March 1st, 2018

Corner of Bush Street and Empire Drive

Bid Due Date

1:30 p.m. March 13th, 2018

I. Introduction

City of Ukiah is seeking bids from qualified Contractors for the installation of one (1) primary switch box pad and all 4" & 6" conduit from the intersection of Empire Drive and Bush Street to 1461 North Bush Street, Ukiah CA 95482. The work will consist of removing and replacing asphalt concrete and sidewalk, trenching, compacting and installing and primary junction box pad and conduits per Attachment 1 -Work Order 1703 1461 North Bush Street Install PM Switch, 103 Circuit Improvement (two (2) sheets).

II. Bid Procedure

PLEASE TAKE NOTICE: This request for Bid (RFB) is issued as an open market purchase under Section 1522 of the Ukiah City Code. This is not a formal or informal bid under the provisions of state law governing RFB's for Public Projects. The procedures governing open market purchases are at the discretion of the Purchasing Officer to use modern communications, including the telephone, e-mail and the internet, to obtain the lowest possible price, consistent with the City's needs. The Purchasing Officer does use City bidder's list when soliciting bids. You may contact the Purchasing Officer if you would like to be placed on the City's bidder list.

III. Contact Person

The City has designated Mary Williamson, Buyer II, as the contact person for questions related to the work requested. Questions are to be submitted in writing, and can be done so by fax at (707) 313-3831, or by e-mail at mwilliamson@cityofukiah.com.

IV. Pre-Bid Meeting – Mandatory

A qualified representative of the Contractor is requested to attend a pre-bid meeting at the designated date, time and location below. Attendance at this conference is mandatory. **There will be no other opportunities given to inspect the job site.**

The purpose of this meeting will be to clarify the contents of this bid request in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the City at this meeting. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the bid request. Oral statements or instructions will not constitute an amendment to this solicitation.

<u>Bid Conference Date:</u>	March 1 st 2018
<u>Bid Conference Time:</u>	9:00 AM
<u>Bid Conference Location:</u>	Corner of Bush St and Empire Dr.

V. Bid Submittal Instructions

Bids can be submitted in hardcopy, fax, or by email. **Bids are due on or before 1:30 PM, March 13th, 2018 to:**

City of Ukiah Purchasing Department
Attn: Mary Williamson, Buyer II
1320 Airport Road
Ukiah, CA 95482
Phone: (707) 467-5777, Fax: (707) 313-3831
Email: mwilliamson@cityofukiah.com

It will be the sole responsibility of the bidders to have their bids delivered to the City before the closing hour and date. Late bids will not be considered and will be returned unopened to the sender. The City will not be responsible for any cost incurred by the Contractor in preparation of their bid response.

VI. Scope of Work

Work requested shall, in general, consist of all labor, equipment and materials to install one (1) primary switch box pad (install only, pad to be supplied by COU), all 4" & 6" PVC SCH 40 conduits per **Attachment 1** - City of Ukiah Electric Utility **Work Order 1703**, 1461 North Bush Street Install PM Switch 103 Circuit Improvement, (two (2) sheets). The work will require the contractor to remove asphalt concrete and sidewalk, all trenching, install of all conduits, compact trench and replace asphalt concrete and sidewalk all per **Attachment 1** – Specifications & “Trench Detail”.

Contractor shall take whatever steps are necessary to provide that the finished job will be as generally accepted by recognized industry standards.

Work schedule should be based on working Monday thru Friday, 7:00 a.m. through 4:00 p.m., excluding City holidays.

On a daily basis, the Contractor shall keep the site of work and adjacent premises safe and as free from material, debris, and rubbish as practical. All construction debris created by project must be cleaned up, removed, and be disposed of properly and recycled if practical. Hauling and dump fees are the responsibility of the Contractor.

Contractor will be responsible, in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.

Work will not be considered complete until final inspection has been made by the City of Ukiah Electric Utility Department, and work has been completed to his/her satisfaction.

Work to be completed no later than: May 1st, 2018

VII. Measurement and Payment

Measurement – Measured by the lump sum bid.

Payment – The lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved as described by the project scope and plans, and no additional compensation will be allowed therefore.

VIII. Terms

The City asks that vendors specify their desired payment preferences in their bid response. The actual payment terms of the contract will be open for negotiation during the contract phase. If no special payments are requested prior to issuing the work, the City will assume net 30.

The City reserves the right to award to the lowest, responsible bidder. The City also reserves the right to waive any irregularities and technicalities and request rebids should it be deemed in its best interests to do so. The price, terms, delivery point, and delivery date may individually or collectively be the basis of awarding of the bid. In addition, the City reserves the right to make the selection of specific parts of a bid,

or multiple proposals that will best meet the needs of the City as defined in this RFB. In addition, the City reserves the right to reject any or all bids. The awarded contractor will enter a “Short Form Construction Contract”, sample attached as Attachment 2.

IX. Bidder Qualifications

The City will satisfy itself that the potential contractors are reputable firms with a proven track record and a proven product. Contractors are asked to provide the information requested under Work Performance History Capability. References are to be those who you have performed similar scope of work as asked for in this RFB. References are to include the contact name and phone number. A minimum of three references are requested.

X. Insurance Requirements

Bidder’s attention is directed to the insurance requirements – see attached detailed insurance requirements (Attachment 3, two pages). Contractors shall furnish to the City, *upon award of contract*, certificates of insurance covering full liability under Worker’s Compensation laws of the State of California, Comprehensive General Liability and Business Auto Insurance with policy limits of not less than \$1,000,000 naming the City as an additional insured party.

It is highly recommended that contractors confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent awarded contractor fails to comply with the insurance requirements, that contractor may be disqualified from award of the contract. If you have questions regarding the City’s requirements, please contact the City’s Risk Manager at 707-463-6287.

XI. License and Additional Requirements

- 1) Compliance with Laws and Regulations: All materials, parts and equipment furnished pursuant to these specifications shall be in compliance with the laws and regulations of the State of California and OSHA. The contractor shall, if requested by the City, supply certification and evidence of such compliance.
- 2) Legal Requirements and Permits: The contractor agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required, and it will be the responsibility of the contractor to obtain any and all necessary licenses, permits or clearances, including the actual cost of licenses.
- 3) License Requirements: Bidder/Contractor must possess a current **State of California contractor’s license** and a **City of Ukiah business license**. (For information business license, please contact Kathy Norris, City of Ukiah Finance Department at 707-463-6202.)
 - a) The Contractor shall possess a valid State of California Class A (General Engineering) Contractor’s license. Bidder shall provide proof of possession of the proper licenses and certificates of registration necessary to perform the work. Employees actually performing the tasks shall provide proof of proper certificates of registration for same.
 - b) The bidder shall keep in force a City of Ukiah business license for the extent of the project.
 - c) Where subcontractors/jobbers are used, bidder shall provide the City with proof of proper licenses, certificates and proof of insurance for work performed.
- 4) Notice to Bidders – Contractor Registration and Prevailing Wages – *No contractor or subcontractor*

may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Public Works Small Project Exemption: Small project exemption means that contractors who work exclusively on small projects are not required to register as public works contractors or file electronic certified payroll reports for those projects. However, prevailing wages must still be paid on projects with small project exemption. Contractors are still required to maintain certified payroll records on a continuous basis, and provide those records to the Labor Commissioner's Office upon request. Small project exemption is applied based on the amount of the entire project, not a contractors subcontracted amount of the project. Small project exemption applies for all public works projects that do not exceed: \$25,000 for new construction, alteration, installation, demolition or repair; and \$15,000 for maintenance.

Each laborer or mechanic of Contractor or any subcontractor engaged in work on the project under this contract shall be paid, pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes, copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done can be reviewed at Website: www.dir.ca.gov/dlsr/pwd/northern.html .

The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractor and subcontractors to furnish electronic certified payroll records directly to DLSE. For projects that do not meet the "Public Works Small Project Exemption", contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the City, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities, or costs of litigation that may be asserted by any person or entity, arising out of or in connection with the negligent or willful misconduct in the performance by contractor hereunder, whether or not there is concurrent, passive or active negligence on the part of the City, but excluding liability due to the sole active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workmen's Compensation acts, disability benefits acts or other employee's benefits acts.

Contractor shall be liable to the City for any loss or damage to City property arising from or in connection with Contractor performance hereunder. The undersigned acknowledges that this document, together with the resulting purchase order issued by the City, the executed Short Form Construction Contract, the insurance requirements for contractors, and the Contractor Statement Regarding insurance coverage comprise a written agreement between the Contractor and the City binding on both parties.

The undersigned declares they are familiar with the items specified and have carefully read the RFB specification/requirements, checked all of the figures stated on the specifications and accepts full responsibility for any error or omission in the preparation of this bid.

This bid is submitted by, (check one)

____ Individual Owner ____ Partnership ____ Corporation ____ Other

Legal Name of Bidder _____

Address of Bidder _____

Tax ID# _____

Phone Number _____ Fax Number _____

California State Contractor's License #: _____ **Expiration Date:** _____

By: _____ Date _____

Signature

Print or Type Name: _____

Title

WORK PERFORMANCE DATA

Provide the name, locations and a narrative statement on the work performed.

HISTORY AND CAPABILITY	WORK PERFORMED
1. COMPANY NAME: _____	_____
CONTACT: _____	_____
ADDRESS: _____	_____
PHONE: _____	_____
2. COMPANY NAME: _____	_____
CONTACT: _____	_____
ADDRESS: _____	_____
PHONE: _____	_____
3. COMPANY NAME: _____	_____
CONTACT: _____	_____
ADDRESS: _____	_____
PHONE: _____	_____
4. COMPANY NAME: _____	_____
CONTACT: _____	_____
ADDRESS: _____	_____
5. COMPANY NAME: _____	_____
CONTACT: _____	_____
ADDRESS: _____	_____
PHONE: _____	_____

SUBCONTRACTORS: *The bidder must submit a list of subcontractors whom he proposes to employ on the work with proper firm name and business address of each.*

Subcontractor's Name 	Work to be performed
Address 	
City/State/Zip 	
Phone Number Fax Number 	
License Number/Type/Expiration Date 	
Subcontractors Name 	Work to be performed
Address 	
City/State/Zip 	
Phone Number Fax Number 	
License Number/Type/Expiration Date 	
Subcontractors Name 	Work to be performed
Address 	
City/State/Zip 	
Phone Number Fax Number 	
License Number/Type/Expiration Date 	

BIDDER/CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with Bid)

PROPOSER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the Request for Bid for:

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City of Ukiah as Additional Insured** for the work specified. And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Please Print (Person, Firm, or Corporation)

Signature of Authorized Representative

Please Print (Name & Title of Authorized Representative)

Date

Phone Number

BIDDER/CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with Bid)

PROPOSER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the Request for Bid for:

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City of Ukiah as Additional Insured** for the work specified. And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Please Print (Person, Firm, or Corporation)

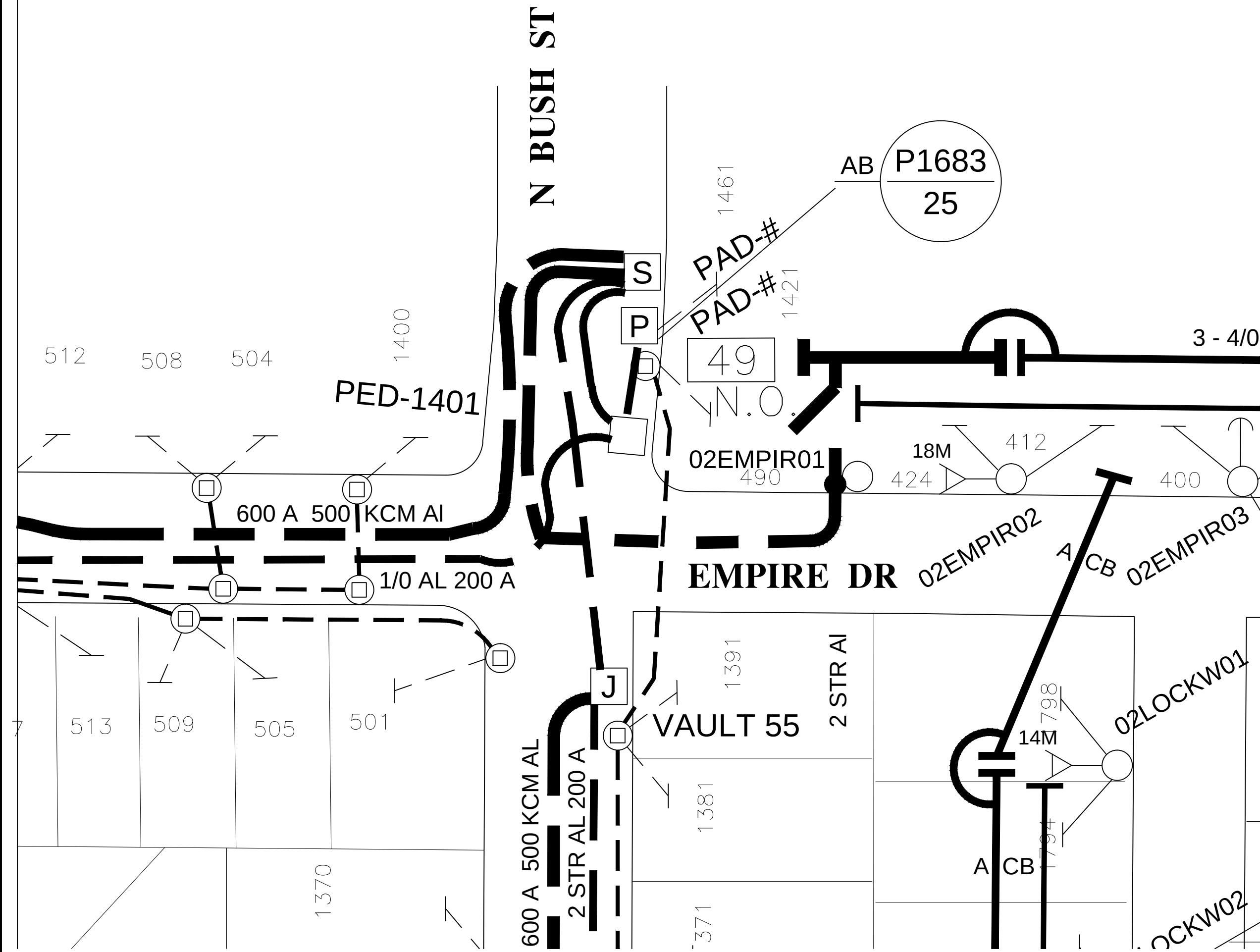
Signature of Authorized Representative

Please Print (Name & Title of Authorized Representative)

Date

Phone Number

CONSTRUCTION RESPONSIBILITY OUTLINE



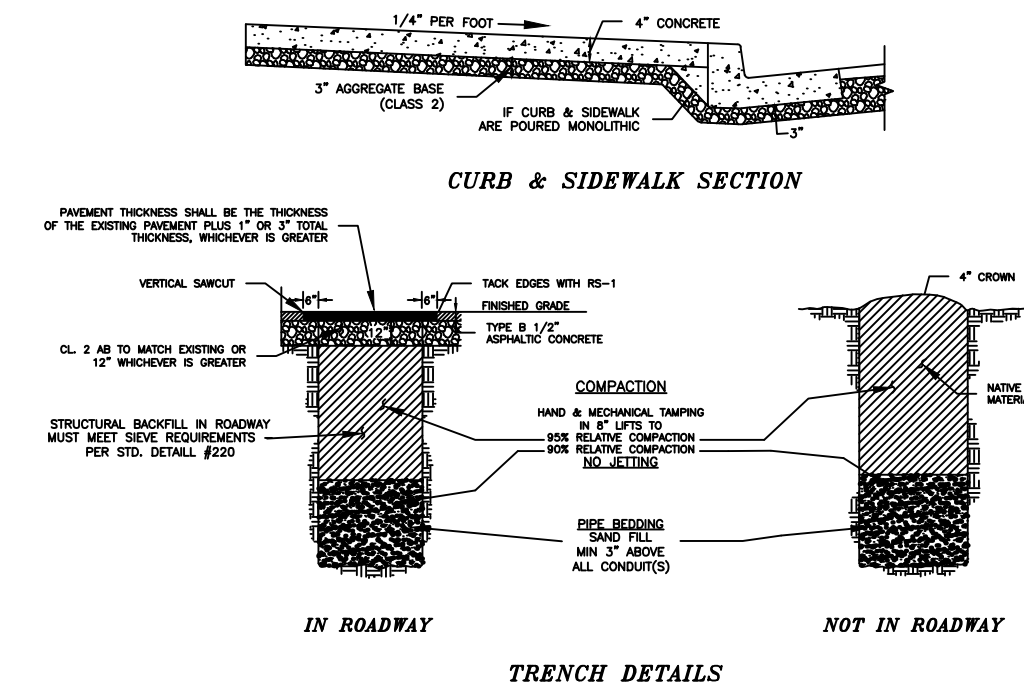
- A. CONTRACTOR TO FURNISH AND/OR INSTALL:
- All trenching, backfill and compaction per City specifications.
 - All conduit. Electric conduit shall be 4" & 6" PVC Sch 40. Conduit shall be a minimum PVC, Sch 40 (NEMA TC-2 (Conduit) & TC-3 (Fittings) and UL 651 (Conduit) and 514b (Fittings) (Gray in color). All 4" 90 degree elbows to have a minimum 36" radius and 6" conduit to have a minimum of 48" radius.
 - Remove and replace existing asphalt concrete and sidewalk as required to install conduits and related equipment.
 - Prove and install pull line (Mule Tape) in each conduit.
 - Exact grade and location for primary switch box pad.
 - Excavation, backfill and compaction for primary switch box pad, including installation of 12" to 18" of drain rock below pad. Hydro hammer is not to be used around substructures. City of Ukiah to inspect primary switch box pad upon project backfill completion. Primary Switch Box Pad to be set level and 6" above existing landscape. Refer to City of Ukiah Specification 317 2426 sheet 4 of 5 for installation details and 922 5406 for exact dimensions of primary switch box pad.
 - Grounding per Electrical Construction Standard 314 1008 at each primary switch box pad. (installation only).
 - The City of Ukiah Electric Utility Department (UEUD) personnel shall DE-ENERGIZE AND REMOVE all 12kV cable in the work area prior to the contractor starting this project. This work shall be coordinated with the City of Ukiah Electric Utility Department prior to the start of this segment of the project.

- B. CITY OF UKIAH TO FURNISH AND/OR INSTALL:
- Primary cable, primary cable terminations and associated equipment. Primary cables to be 1100 kcmil and 1/0 kcmil, Al, EPR, jacketed, concentric neutral 15 kV cable.
 - Inspection of all electrical substructures prior to backfill.
 - Box pad for padmount switch (Material only).
 - Primary switch (Material only).
 - Ground conductor and ground rod(s) (Material only).
- C. CITY OF UKIAH CONSTRUCTION RESPONSIBILITIES:
THIS SECTION OF WORK TO BE COMPLETED UPON THE INSTALLATION OF ALL CONDUIT.
- PMS S1461
Install 3 - 1100 kcmil Al jacketed concentric neutral EPR 15kV cable to Pole 02EMPIR01.
Install 3 - 1100 kcmil Al jacketed concentric neutral EPR 15kV cable to Vault 54.
Install 2 - 1/0 str Al jacketed concentric neutral EPR 12kV cable to V55.
Install 2 - 1/0 str Al jacketed concentric neutral EPR 12kV cable to PED 1401.
- PED 1401
Install 2 - 1/0 str Al jacketed concentric neutral EPR 12kV cable to PED 1401.
- NOTE: 1100 kcmil Al jacketed concentric neutral EPR 15kV cable must be pulled from S1461 TO VAULT 54 WITH POSI-PULL.

- CONSTRUCTION NOTES:
- Electrical substructures (conduit, grounding) shall be inspected by the UEUD for proper installation prior to backfill of any excavation. You may call the UEUD at (707) 467-5775 to schedule inspection. The Contractor shall notify the UEUD 48 hours in advance of any inspection to be performed outside of the normal workday (Monday through Thursday). Contractor shall pay all overtime premiums associated with inspections outside of the normal workday.
 - All conduit shall be proved in a manner acceptable to the UEUD. Conduit shall be free of dirt, rocks or other obstructions which could prevent, hinder or harm the installation of electric cable. Conduits shall be joined using a medium body, clear, electrical conduit PVC solvent cement approved by the UEUD. All PVC couplings shall be long line couplings.
 - Trench depth and location may have to be adjusted slightly in the field to avoid existing facilities.
 - Contractor to be responsible for condition of all substructures (for example, trench settlement, damaged substructures, etc.) until one year after the date of completion of project.
 - The contractor shall do no excavating until all utility agencies have been given the opportunity to mark their facilities in the field.
 - Maximum deflection of a 20' section of conduit shall be 5' unless pre-made bends are used.
 - The contractor shall patholog all underground utilities locations to determine exact depth prior to trenching.
 - The contractor shall backfill around all conduit(s) with clean sand to a minimum of 3 in. above the level of the conduit(s).
 - All trenches shall be backfilled and compacted per City specifications.
 - Mule Tape must be install in all electric conduits. The open end of all conduits must be protected in a manner that is prohibits dirt or debris from entering.
 - Existing utilities are shown in approximate locations based on available records. Service laterals are not indicated. However it is the Contractor's responsibility to determine actual vertical and horizontal alignments of any and all utilities in the vicinity of the work area prior to any work being performed.

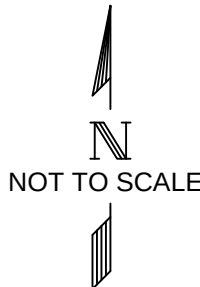
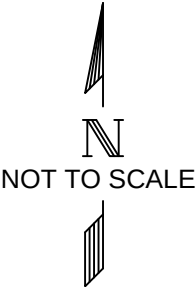
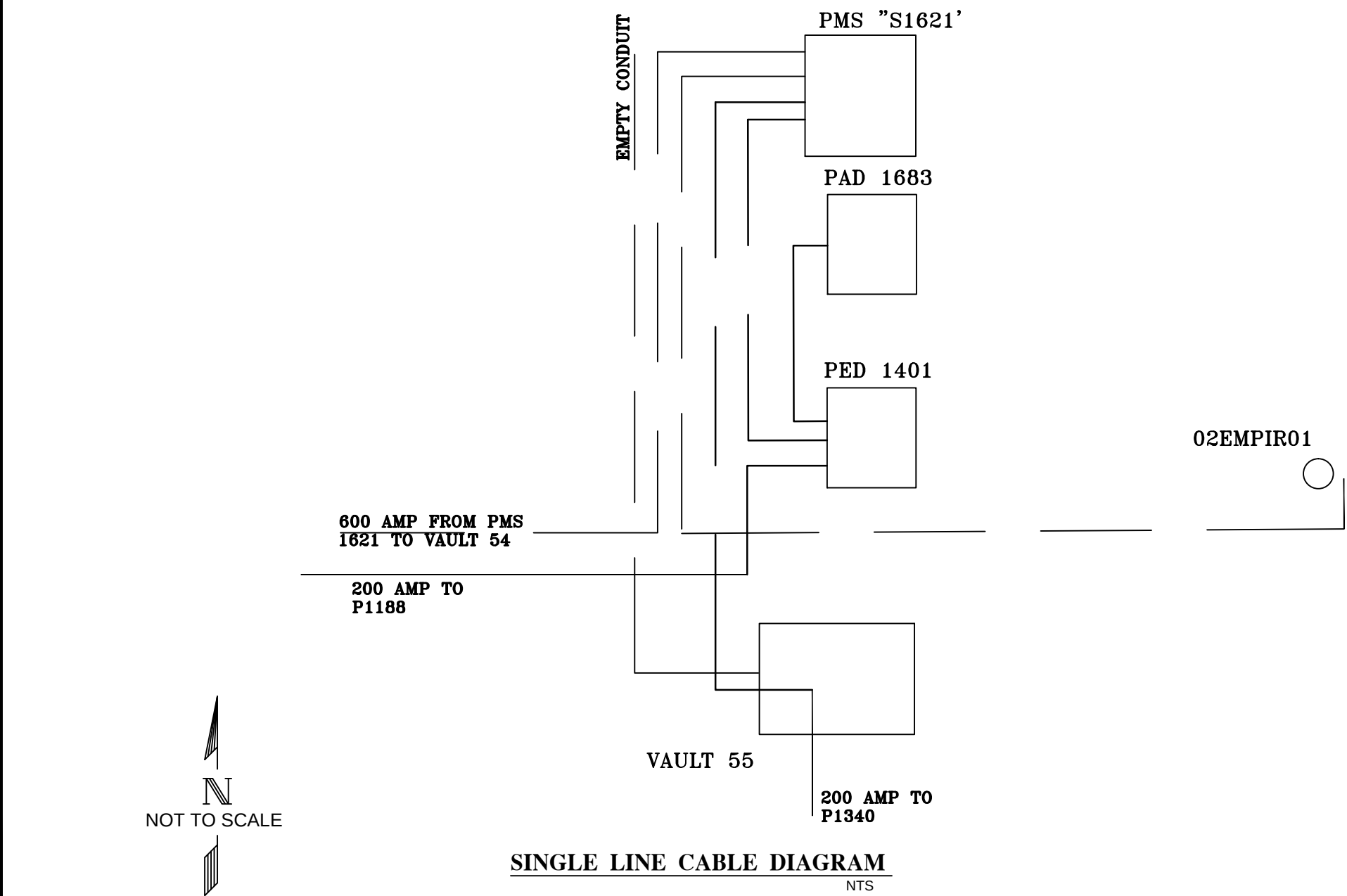
LEGEND:

- PADMOUNT TRANSFORMER 12,000 kV 240/120 VOLTS, 1Ø
- PRIMARY JUNCTION BOX 504LA WITH 6" EXTENSION RING AND 55-332-P COVER
- PADMOUNT PRIMARY MODULE ENCLOSURE (PED)
- PRIMARY VAULT
- SWITCH
- SECONDARY SERVICE JUNCTION BOX
- FIBER OPTIC BOX
- EXISTING PADMOUNT TRANSFORMER
- EXISTING PRIMARY JUNCTION BOX
- EXISTING PADMOUNT PRIMARY MODULE ENCLOSURE (PED)
- EXISTING SECONDARY SERVICE JUNCTION BOX
- A PHASE) PRIMARY CONDUCTOR IN 2" PVC CONDUIT,
- B PHASE) UNLESS OTHERWISE NOTED ON PLANS
- C PHASE)
- 6" CONDUIT FOR 600 AMP FEEDER
- 4" CONDUIT FOR PRIMARY CONDUCTOR
- 2" CONDUIT FOR FIBER OPTIC CABLE
- SECONDARY CONDUCTOR - 350 kcmil al TRIPLEX IN 3" PVC CONDUIT, UNLESS OTHERWISE NOTED ON PLANS
- TRENCH SECTION IDENTIFIER
- TRENCH SECTION SYMBOL
- SHEET NUMBER
- 4 WAY MODULE
- 3 WAY MODULE
- 2 WAY MODULE
- 600 AMP 3 WAY MODULE
- FAULT INDICATOR
- 800 AMP FAULT INDICATOR
- NORMAL OPEN
- SERVICE CONDUIT STUBS 2" PVC TYPE DB, UNLESS OTHERWISE NOTED ON PLANS
- CONDUIT STUB FOR FUTURE PRIMARY OR SECONDARY, SIZE AS NOTED
- REQUIRED DIRECTION OF PULL (IF NOTED ON PLANS)



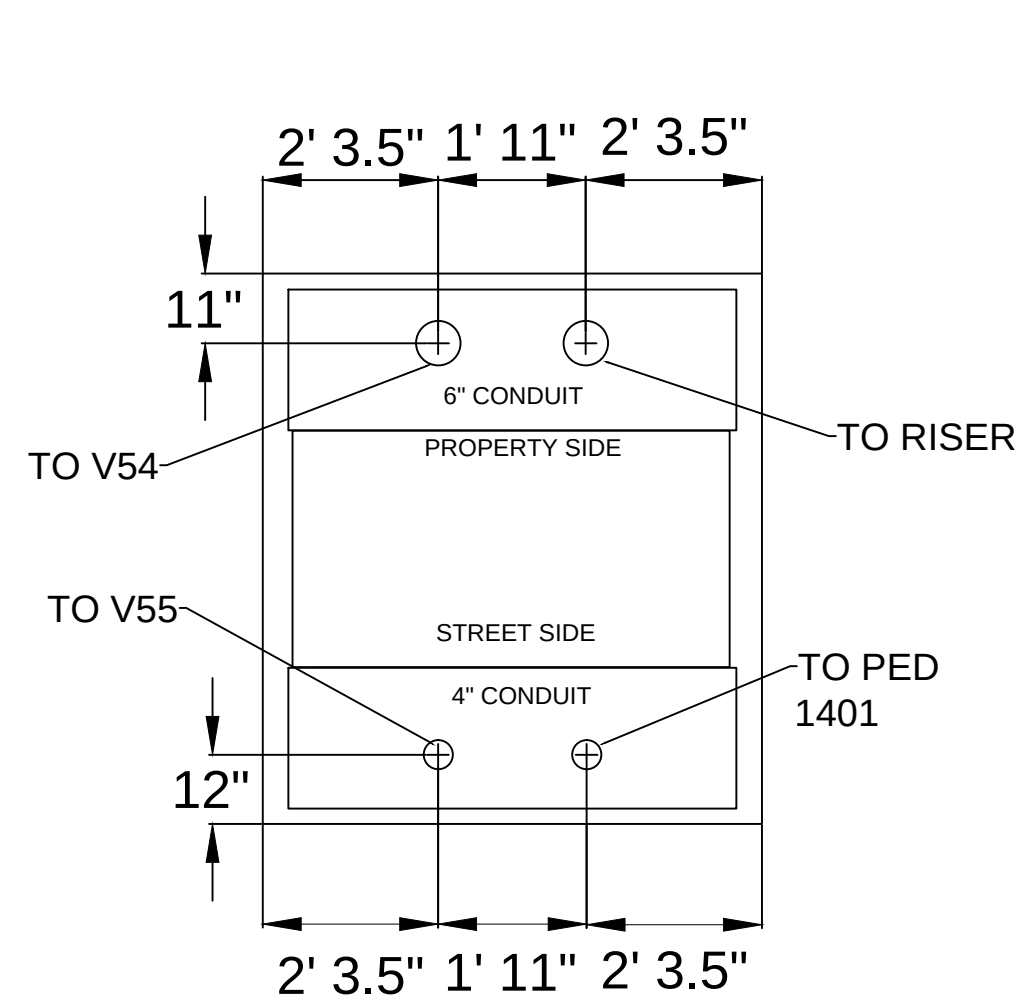
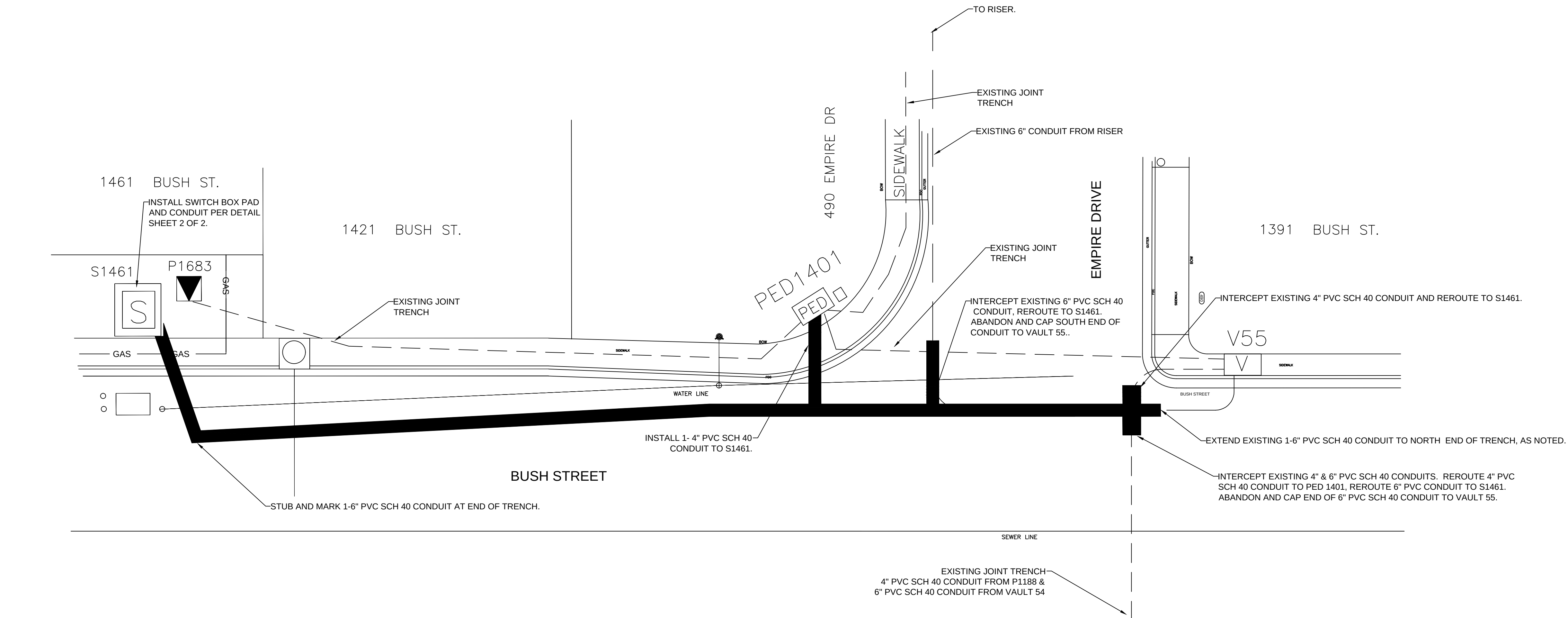
TRENCH SPECIFICATIONS

- CONFORM TO THESE SPECIFICATIONS AND REQUIREMENTS OF THE CITY ENGINEER.
- COMPACTION: CONFORM TO SECTION 19-5, "COMPACTION" OF CALTRANS STANDARD SPECIFICATIONS. THESE PLANS AND REQUIREMENTS OF THE CITY ENGINEER. CONTRACTOR TO PROVIDE INDEPENDENT MATERIALS AND COMPACTION TESTING.
- AGGREGATE SUBBASE, CLASS 3. CONFORM TO SECTION 2A, "AGGREGATE SUBBASES", OF CALTRANS STANDARD SPECIFICATIONS. SUBJECT TO CITY ENGINEER'S INSPECTION AND APPROVAL, REUSE EXISTING SURFACING AND AGGREGATE BASE. CRUSH & C. PAYMENT FOR REUSE AS REQUIRED. IF EXISTING MATERIAL IS INSUFFICIENT IN QUALITY OR QUANTITY USE CLASS 2 AGGREGATE SUBBASE.
- AGGREGATE BASE, CLASS 2. CONFORM TO SECTION 2B, "AGGREGATE BASES", OF CALTRANS STANDARD SPECIFICATIONS.
- ASPHALT CONCRETE: TYPE B. CONFORM TO SECTION 3B, "ASPHALT CONCRETE", OF CALTRANS STANDARD SPECIFICATIONS.
- FDG SEAL COAT: CONFORM TO SECTION 37, "BITUMINOUS SEALS", OF CALTRANS STANDARD SPECIFICATIONS.
- CONCRETE: CLASS B. CONFORM TO SECTION 90, "PORTLAND CEMENT CONCRETE", OF CALTRANS STANDARD SPECIFICATIONS.
- TRAFFIC STRIPES: CONFORM TO SECTION 84, "TRAFFIC STRIPES AND PAVEMENT MARKINGS", OF CALTRANS STANDARD SPECIFICATIONS.
- ANY SIDEWALK REMOVAL AND REPLACEMENT SHALL BE DONE TO SCORE LINES.

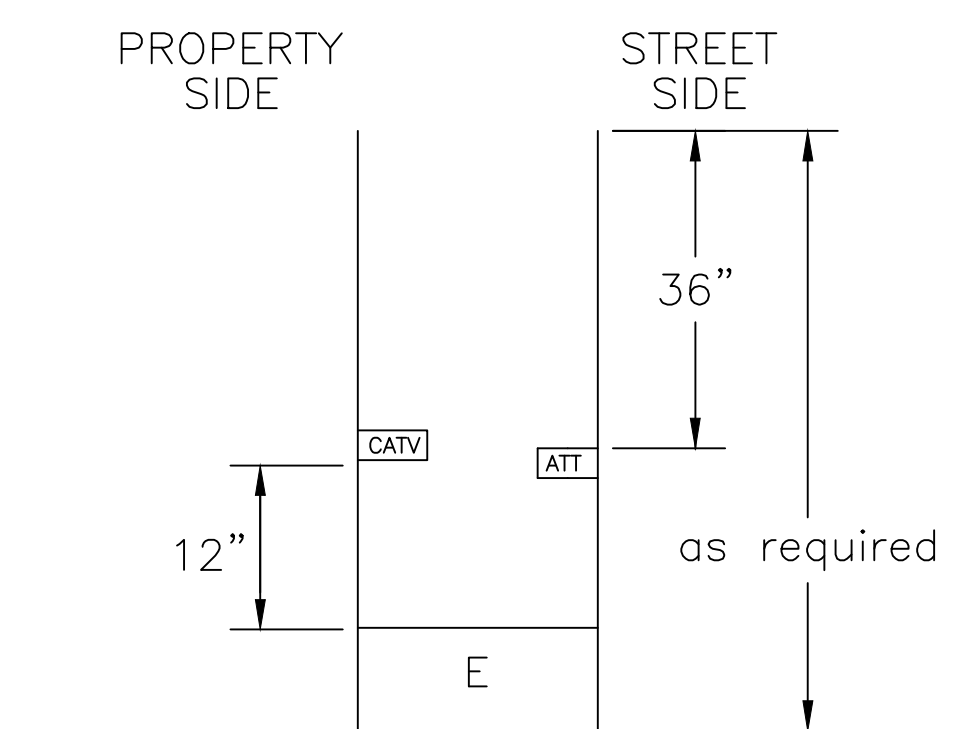
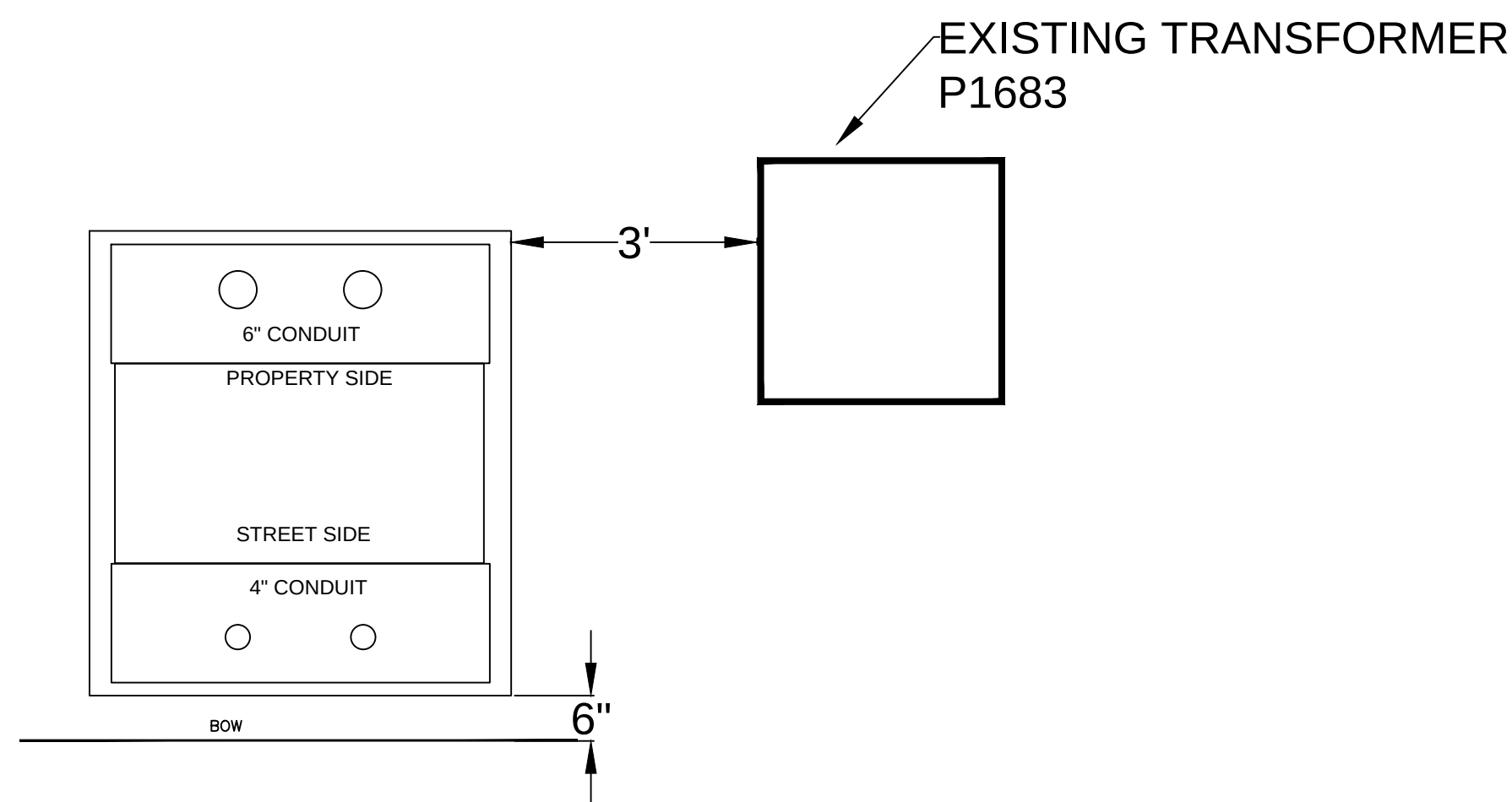


WARNING
IF THIS BAR DOES
NOT MEASURE 1"
THEN DRAWING IS
NOT TO SCALE.

CITY OF UKIAH ELECTRIC UTILITY DEPARTMENT				APPROVED BY:		TITLE:		W.O. 1703	
12/14/17				AMS		1461 NORTH BUSH STREET		GRID -	
DATE				DESIGNED		INSTALL PM SWITCH		SCALE AS SHOWN	
				DRAWN		103 CIRCUIT IMPROVEMENT		DWG. No. -	
				CHECKED		AS BUILT		SHEET 1 of 2	



PADMOUNT SWITCH "S1461"
CONDUIT & LOCATION DETAIL
NTS



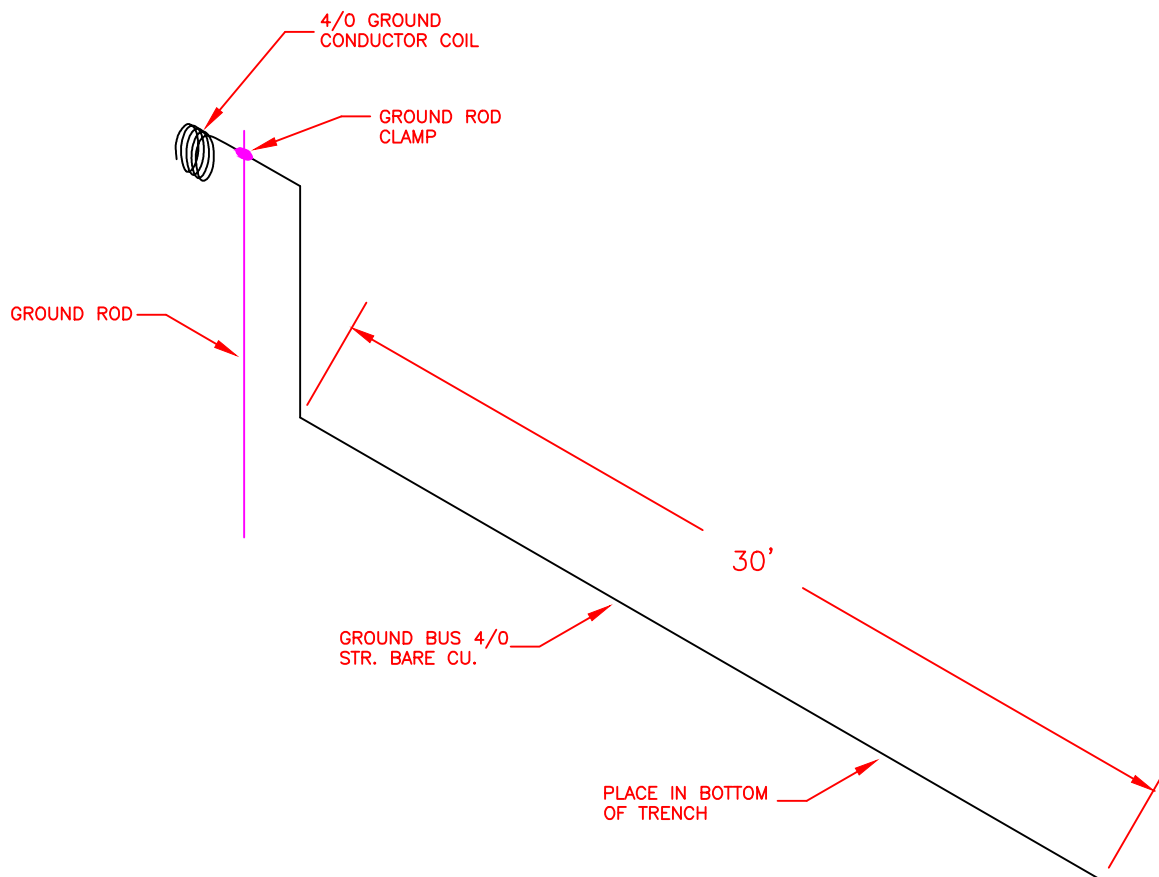
STANDARD JOINT TRENCH DETAIL

SCALE 1" = 10'

WARNING
 IF THIS BAR DOES
 NOT MEASURE 1"
 THEN DRAWING IS
 NOT TO SCALE.

CITY OF UKIAH				APPROVED BY:	
ELECTRIC UTILITY DEPARTMENT					
12/14/17	AMS	AMS			
DATE	DESIGNED	DRAWN	CHECKED	AS BUILT	

TITLE:		W.O.	1703
1461 NORTH BUSH STREET		GRID	-
INSTALL PM SWITCH		SCALE	AS SHOWN
103 CIRCUIT IMPROVEMENT		DWG. No.	-
		SHEET	2 of 2



GROUNDING DETAIL

NOTE:

1. A COIL OF GROUND CONDUCTOR SHALL BE LEFT BEYOND THE GROUND ROD CLAMP ATTACHMENT. THE LENGTH OF GROUND CONDUCTOR NEEDED AT EACH TYPE OF EQUIPMENT LOCATION IS AS FOLLOWS:

MODULE ENCLOSURE	- 6 ft.
TRANSFORMER	- 6 ft.
VAULT	- 16 ft.
SWITCH	- 18 ft.
2. WHERE GROUND BUS IS TO BE INSTALLED AT PRIMARY VAULT LOCATIONS, THE GROUND ROD SHALL BE DRIVEN OUTSIDE OF THE PRIMARY VAULT. THE COIL OF GROUND CONDUCTOR SHALL BE PLACED INSIDE THE VAULT THROUGH A SEALED OPENING IN THE VAULT (SIDE).
3. THE GROUND ROD SHALL BE GALVANIZED STEEL OR COPPER CLAD STEEL NOT LESS THAN 5/8" IN DIAMETER AND 8 ft. IN LENGTH.
4. A GROUND ROD CLAMP SHALL BE USED TO CONNECT THE GROUND CONDUCTOR TO THE GROUND ROD. THE GROUND ROD CLAMP SHALL BE A 3/4", #8- 1/0 STR COPPER CLAMP, JOSLYN CAT. NO. J8493AB OR APPROVED EQUAL.

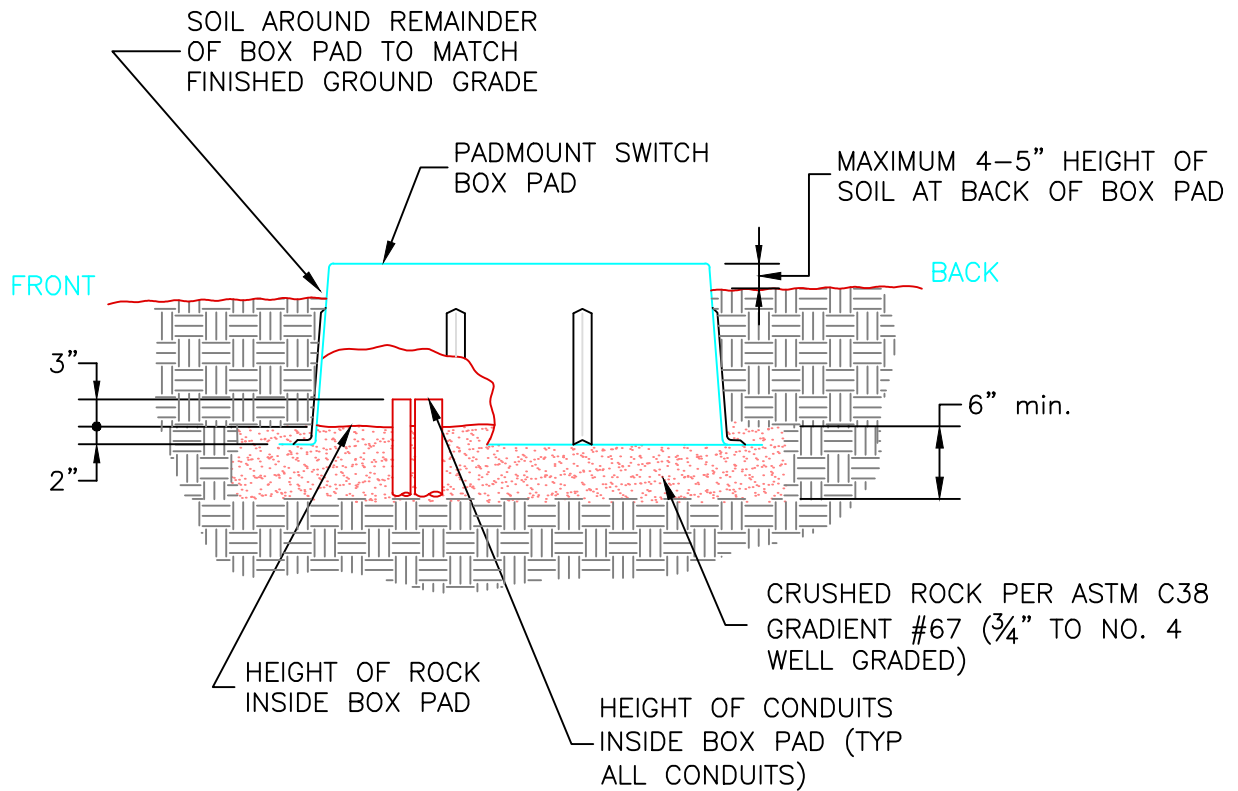
Drawing name: C:\Users\ANDocuments\AutoCAD Files\City of Ukiah\Ukiah OH UG Eng Specs\Underground Spec\Equipment Grounding 314 1008.dwg Plotted: Oct 21,2014 - 11:01am

CITY OF UKIAH
ELECTRIC UTILITY DEPARTMENT

CONSTRUCTION STANDARD

PADMOUNT EQUIPMENT GROUNDING

30APR12	AMS	AMS			SHEET 1 OF 1	314 1008
DATE	DRAWN	DESIGNED	CHECKED	APPROVAL	REVISION	



NOTES:

1. PADMOUNT SWITCH BOX PAD SHALL BE LEVEL.
2. PADMOUNT SWITCH SITE TO BE COMPACTED TO 90% COMPACTION (HYDRO-HAMMER IS NOT TO BE USED AROUND BOX PAD).
3. GROUND CONDUCTOR PER UEUD SPEC. 314 1007(2) & 314 1008.

Drawing name: C:\Users\A\appdata\local\Temp\AcPublish_23072\Padmount Switch Box Pad Location Detail 317 2426-4.dwg Plotted: Feb 03, 2018 - 9:36am

CITY OF UKIAH				CONSTRUCTION STANDARD			
ELECTRIC UTILITY DEPARTMENT				PADMOUNT SWITCH BOX PAD CONDUIT AND BOX PAD INSTALLATION DETAIL			
29DEC10	AMS	AMS			SHEET 4 OF 5	317 2426	
DATE	DRAWN	DESIGNED	CHECKED	APPROVAL	REVISION		

SHORT FORM CONSTRUCTION CONTRACT

This Agreement is made and entered on _____, in Ukiah, California, by and between _____, a CA General Partnership [corporation, partnership, sole proprietor] ("Contractor") and the City of Ukiah ("City"), a general law municipal corporation.

RECITALS:

1. The plans and specifications for this work ("the Work") are contained in Exhibit A - Bid Specification, which is attached hereto and incorporated herein by this reference.

2. Contractor is properly licensed and qualified to perform the work.

3. Whenever this Agreement calls for City approval or notification, the approval or notification must be signed by the City Manager or his or her designee.

AGREEMENT:

Wherefore, in consideration of the foregoing facts and the terms and conditions as further stated herein, the parties hereby agree as follows.

1. PERFORMANCE OF THE WORK

Contractor will perform the Work as further provided herein.

1.1 Time of Performance. Contractor shall commence the Work when receiving a formal Notice to Proceed, and shall complete the Work by no later than _____.

1.1.1. ☐ [check if applicable] It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 1.1.2, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that, subject to Sections 1.13-1.14, below, the Contractor will pay to the City the sum of five hundred dollars

(\$500.00) per day for each and every calendar day's delay beyond the time prescribed.

1.1.2 ☐ [check if applicable] In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

1.2 Construction of Contract Documents. Contractor will perform the Work in compliance with the plans and specifications set forth in the attached Exhibit A. If there is any inconsistency or conflict between the plans and the specifications, the specifications will prevail. If there is any inconsistency between the plans and the specifications and this agreement, the terms of this Agreement shall prevail, unless expressly stated otherwise in a particular specification.

1.3 Contractor furnished items. Contractor will furnish all necessary labor, materials, tools, equipment, and transportation necessary to perform the Work.

1.4 New SB 854 requirements

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

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

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

1.4.4 The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require

contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

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

1.5 Use of Employees.

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

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

1.5.3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, City has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of workers concerned. Copies of the General Prevailing Wage Determination are on file in

the office of the City Engineer and are available to the Contractor on request. The Contractor shall post the wage determination at the site of work in a prominent place where the workers can easily see it.

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

1.5.5. Travel and Subsistence Payments.

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

1.5.6. Apprentices.

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

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

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

1.6 CITY Inspector. CITY may designate an architect, engineer, other design professional or other inspector ("Inspector") to supervise and/or inspect Contractor's performance of the Work. The Inspector shall have no authority to change the Work, the compensation for performing the Work or the time for completing the Work without City's prior written approval. City shall notify the Contractor in writing, if it designates an Inspector.

1.7 Site Conditions. Contractor acknowledges that it has inspected the work site and any improvements involving the Work and satisfied itself as to the conditions which can affect the Work or its cost. Contractor has not relied on any representation by CITY or its officers or employees as to the condition of the site or the houses or any condition that might affect the cost of performing this Agreement.

1.8 New Products Required. All equipment, materials or fixtures furnished by Contractor under this Agreement shall be new and of the most suitable grade for the intended purpose, unless otherwise specifically provided.

1.9 Compliance with Laws. The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work.

1.10 Protection of Site and Improvements. The Contractor shall preserve and protect the site, grounds and any involved improvements and shall not alter or damage any portion thereof, except as is absolutely necessary in order to perform the Work. The Contractor shall repair or replace, as directed by CITY, any property that it damages, looses or destroys in violation of this paragraph. Contractor shall assume full responsibility for maintaining the safety of the worksite in compliance with all applicable state and federal worker safety and protection laws and shall maintain the worksite in compliance with all such laws.

1.11 Inspection of Work. The Contractor shall ensure that the Work is available for inspection by CITY or its Inspector at all reasonable times and that no work is covered up or rendered incapable of inspection without prior notice to CITY or its

Inspector and a reasonable opportunity for inspection. The presence or absence of an CITY inspector or the conduct of an inspection by CITY or its Inspector shall not relieve the Contractor from any contract requirement or compliance with Exhibit A.

1.12 Title. The Contractor warrants that it conveys full and complete title, free of all liens and encumbrances, to all materials, supplies, fixtures and equipment furnished to CITY under this Agreement and agrees to fully defend and indemnify CITY, its officers and employees, and the houses and homebuyers included in the Work from and against any claim, lien, charge, debt, cost, expense or liability arising from a breach of said warranty.

1.13 Warranties. In addition to any other warranties in this contract, the Contractor warrants that the Work conforms to the contract requirements and is free of any defect in equipment, material or workmanship for a period of one year from the date of final acceptance of the Work by CITY. If CITY accepts any part of the Work before final acceptance of the entire Work, the warranty shall continue for the period of one year from the date of such partial acceptance. The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. [Initial if following sentence applies /_/_ /_/_] CITY shall retain ___% of the Contract Amount to secure the Contractor's warranty and shall remit the unused portion of that amount at the end of the warranty period. The time limit of this warranty shall not apply to any latent defects, or gross negligence or fraud on the part of the Contractor.

1.14. Extension of Time.

Should any delays occur which the City may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the City during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the City within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the City within 45 days of the occurrence unless the City specifies in writing a

longer period. All claims for a time extension must be approved by the City and incorporated into a written change order.

1.15. Unfavorable Weather and Other Conditions.

During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the City, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day that prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

1.16. Saturday, Sunday, Holiday and Night Work.

No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the City.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the City and that such permission may be revoked at any time by the City if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

1.17. Hours of Labor.

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

2. CONTRACT PRICE

CITY shall pay the Contractor for performance of this Agreement time and materials with a total not to exceed amount of _____.

3. PAYMENT OF CONTRACT PRICE

3.1 City shall pay any invoice for completed work, and approved by the City, within thirty (30) days of its receipt by City. All payments under this contract shall be made upon the presentation of certificates in writing from the City and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

4. INDEMNIFICATION AND INSURANCE.

4.1 Indemnification. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under

the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

4.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

4.2.1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

4.2.2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.

4.2.3. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial

guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.2.4. Other Insurance Provisions

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

1. The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.2.5. Acceptability of Insurers

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

4.2.6. Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall

be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 15 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the City. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these Special Provisions at any time.

4.2.7. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5. TERMINATION.

This Agreement may only be terminated by City: 1) for breach of the agreement; 2) because funds are no longer available to pay Contractor for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Contractor was retained. City shall notify Contractor of any alleged breach of the agreement and of the action required to cure the breach. If Contractor fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Contractor. City shall pay the Contractor only for services performed and expenses incurred as of the effective termination date, unless terminated because the Contractor has failed to satisfactorily cure a breach after notice in which event City shall:

- a. retain any amounts earned under the Contract but not yet paid by City;
- b. take possession of all material and fixtures on the job site;
- c. have the right to complete the Work and recover from Contractor any increased cost to complete the Work above the amounts

that would have been paid to Contractor hereunder, together with any other damages suffered by City as a result of said breach.

6. MODIFICATION OF AGREEMENT.

City may, from time to time, request changes in the Work, the time to complete the work or the compensation to be paid for the Work. Such changes must be incorporated in written amendments to this Agreement. To be effective, all such changes as referred to in this section must be agreed upon in writing by both parties to this agreement.

7. ASSIGNMENT.

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of City.

8. APPLICATION OF LAWS.

The parties hereby agree that all applicable Federal, State and local rules, regulations and guidelines not written into this Agreement shall hereby prevail during the period of this Agreement.

9. INDEPENDENT CONTRACTOR.

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

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

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

Contractor warrants and represents that it is a properly licensed for the work performed under this Agreement with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

10. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California and any legal action concerning the agreement must be filed and litigated in the proper court in Mendocino County, each party consenting to jurisdiction and venue of California state courts in Mendocino County.

11. SEVERABILITY.

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

12. INTEGRATION.

This Agreement, including the exhibits attached hereto, contains the entire agreement among the parties and supersedes all prior and contemporaneous oral and written agreements, understandings, and representations among the parties. No amendments to this Agreement shall be binding unless executed in writing by all of the parties.

13. WAIVER.

No waiver of any of the provisions of this Agreement shall be

deemed, or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. NOTICES.

Whenever notice, payment or other communication is required or permitted under this Agreement, it shall be deemed to have been given when personally delivered, emailed, telefaxed or deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

CONTRACTOR

CITY

City of Ukiah
300 Seminary Ave.
Ukiah, CA. 95482

Email:
FAX:

Email:
FAX:

Service by telefax shall bear a notation of the date and place of transmission and the facsimile telephone number to which transmitted.

Either party may change the address to which notices must be sent by providing notice of that change as provided in this paragraph.

15. PARAGRAPH HEADINGS.

The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this agreement.

16. EXECUTION OF AGREEMENT.

This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original

admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

WHEREFORE, the parties have entered this Agreement on the date first written above.

CONTRACTOR

CITY OF UKIAH

By:_____

By:_____

Sage Sangiacomo
City Manager

California Contractor's License Number _____ [Number or N/A]

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial **General Liability coverage** (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Worker's Compensation** insurance as required by the State of California and Employer's Liability Insurance.

II. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations**. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Worker's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

III. Deductibles and Self-Insured Retentions

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

IV. REQUIRED Insurance Provisions

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

A. The City, its officers, officials, employees, and volunteers are to be covered as **ADDITIONAL INSURED** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment, furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

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

C. For any claims related to this project, the Contractor's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance³⁴ maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

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

E. **Note: (This protects the Contractor)** -Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.

V. **RATING - Acceptability of Insurers**

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

VI. **Verification of Coverage**

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

VII. **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

If you have questions regarding our insurance requirements contact:

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

103 Circuit Expansion, Specification #E32813					
City of Ukiah					
Bid Opening: 03/13/18				Gregg Simpson Trucking	
				11 Highland Street Ukiah, CA 95482	
				Bidder Status: Valid	
Base Bid					
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total
1	TRENCHING & INSTALLATION OF PRIMARY JUNCTION BOX PAD AND CONDUITS AT 1461 N. BUSH ST.	1	LS	\$56,294.70	\$56,294.70
					\$56,294.70
Total Bid Amount					\$56,294.70
Listed Subs					



AGENDA SUMMARY REPORT

SUBJECT: Receive Updates on City Council Committee and Ad Hoc Assignments

DEPARTMENT: Administration

PREPARED BY: Sage Sangiacomo

ATTACHMENTS:

[Attachment 1 - 2018 City Council Special Assignments & Ad Hocs](#)

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment #1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments.

RECOMMENDED ACTION: Receive report(s).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

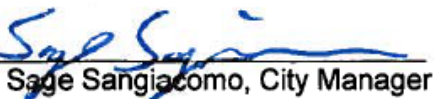
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Doble

Approved: _____


Sage Sangiacomo, City Manager

2018 COUNCIL ASSIGNMENTS

ATTACHMENT 1

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers	501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Scalmanini Brown - Alternate	Rick Seanor , Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center	300 Seminary Avenue conference room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Doble Brown - Alternate	Sean White , Director of Water Resources; 463-5712 swwhite@cityofukiah.com
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers		Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Doble - Alternate	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena		Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Scalmanini Brown - Alternate	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport		Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Tami Bartolomei (Appointed 4/05/2017)	Tami Bartolomei , Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced		419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Mulheren (no alternate necessary)	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall		Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	Doble Brown - Alternate	Sean White , Director of Water Resources; 463-5712 swwhite@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers;	501 Low Gap Road Ukiah, CA	County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Doble - Alternate	Sean White , Director of Water Resources; 463-5712 swwhite@cityofukiah.com
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Depot Infrastructure Development	TBD	TBD		300 Seminary Avenue Ukiah, CA 95482	Review and advise regarding public infrastructure improvements in and around the railroad depot property and area	Doble (no alternate necessary)	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)		Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Doble Riley - Alternate	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Greater Ukiah Chamber of Commerce Liaison ex officio	4th Wednesday of month, 9:00 a.m.	Conference Center	200 S. School Street Ukiah, CA	200 S. School Street Ukiah, CA 95482 462-4705	To represent and set policy for Chamber and area businesses	Doble Riley - Alternate	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com; Kerry Randall , Facilities Admin; 463-6706 krاندall@cityofukiah.com
Homeless Services Action Group (HSAG)	Thursdays as needed, 4:00 p.m.	Manzanita Services Inc.	410 Jones Street Ukiah	631 Tokay Avenue Ukiah, CA 95482 or MCAVHN at: P.O. Box 1350 Ukiah, CA 95482 Judy Popowski - 463-6655	HSAG (Homeless Services Action Group)	Scalmanini	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Main Street Program Board of Directors ex officio	1st Thursday of month, 8:00 a.m.	200 South School Street	Ukiah, CA	200 S. School St. Ukiah, CA 95482 463-6729	Develops activities for downtown economic development program	Mulheren Riley - Alternate	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com Kerry Randall , Facilities Administrator; 463-6706 krاندall@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House	431 S. Main St. Ukiah, CA	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Scalmanini Sangiacomo - Alternate	Tami Bartolomei , Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Brown Chief Dewey - Alternate	Chris Dewey , Police Chief; 463-6245 cdewey@cityofukiah.com

2018 COUNCIL ASSIGNMENTS

Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see calendar from NCPA)	Roseville, CA and other locations	651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIANSOS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced	Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Mulheren Doble - Alternate	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA	C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Alan Carter , Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months (beginning January), 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Mulheren	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210	1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482	511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD)	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA	151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	Doble	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHSA Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services	Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	Doble	Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA	Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	None from Ukiah Council currently	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	Brown / Mulheren (Alternate)	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
Fire Executive Committee	2nd Wednesdays of month, 7:00 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Brown / Doble	Dan Grebil , Fire Authority Administrator; 462-7921 x400; dgrebil@cityofukiah.com

2018 AD HOC COMMITTEES

COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Scalmanini	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Rate Studies for Electric, Water, Sewer	Crane/Doble	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Sales Tax Sharing	Crane/Doble	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com Guy Mills , Project and Grant Administrator; 467-5719 gmills@cityofukiah.com David Rapport , City Attorney; 467-2800 drapport@cityofukiah.com Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Ukiah Valley Sanitation District Mediation	Crane/Doble	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Sean White , Water Resources Director; 467-5712 swhite@cityofukiah.com
Water Bonds	Crane/Doble	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Marijuana Legislation and Policy	Mulheren/Brown	Chris Dewey , Police Chief; 463-6245 cdewey@cityofukiah.com Craig Schlatter , Director of Community Development; 463-6219 cschlatter@cityofukiah.com
Strategic Planning	Crane/Doble	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Landfill Closure	Crane/Scalmanini	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
City Water Rights	Doble/Crane	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
Downtown Parking Management	Mulheren/Brown	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Budget Development Best Practices and Financial Policy	Crane/Doble	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion , Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com
Public Works Project Specification Development	Crane/Doble	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Uniform Cost Accounting	Crane/Mulheren	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Cost Allocation Plan	Crane/Doble	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Vichy Springs Resort Litigation	Scalmanini/Brown	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com