



Regular Meeting
AGENDA

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

September 4, 2019 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

5.a. Approval of the Minutes for the August 21, 2019, Regular Meeting.

Recommended Action: Approve the Minutes of August 21, 2019, a Regular Meeting, as submitted.

Attachments:

1. Draft Minutes for August 21, 2019

5.b. Approval of the Minutes for the August 27, 2019, Special Meeting.

Recommended Action: Approve the Minutes of August 27, 2019, a Special Meeting, as submitted.

Attachments:

1. August 27, 2019, Draft Minutes

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. Approve Budget Amendment for Ukiah Fire for Fiscal Year 19-20 for Facility Maintenance.

Recommended Action: Approve budget amendment to 100212110.56300 in the amount of \$8,000 for facility maintenance.

Attachments: None

- 7.b. Authorization for City Manager to Negotiate and Execute Three-Party Agreement with Special Ice for 2019-2020 Seasonal Ice Rink; Authorize Greater Ukiah Business and Tourism Alliance to Serve as Fiscal Agent for Rink; and Authorization to Transfer Corresponding Funds to the Business and Tourism Alliance.
Recommended Action: Authorize City Manager to negotiate and execute three-party agreement with Special Ice for 2019-2020 Seasonal Ice Rink; Authorize Greater Ukiah Business and Tourism Alliance to serve as fiscal agent for rink; and authorize the corresponding transfer of funds to the Business and Tourism and Alliance.
Attachments:
1. Ukiah On Ice Three Party Agreement 2019
- 7.c. Request Approval of Extension of the Term for the Tayman Park Golf Group Lease Agreement and Request Authorization for the City Manager and the City Attorney to Negotiate and Execute an Amended and Restated Agreement with the Contractor for the Extended Term.
Recommended Action: Approve the Extension of the Term for the Tayman Park Golf Group Lease Agreement to September 31, 2026, and Authorize the City Manager and the City Attorney to Negotiate and Execute an Amended and Restated Agreement with the Contractor for the Extended Term
Attachments: None
- 7.d. Award a Contract for Specification #E36883 – Street Striping 2019, to Traffic Limited of Lodi, California, in the Amount of \$44,104.01 for Street Striping 2019.
Recommended Action: Award Contract to Traffic Limited in the amount of \$44,104.01.
Attachments:
1. RFB - Specification E36883
 2. Bid Tab
 3. Traffic Limited Bid
- 7.e. Approval of Agreement with Walk & Bike Mendocino for A Minor Update of City of Ukiah Bicycle and Pedestrian Master Plan.
Recommended Action: Approve Agreement with Walk & Bike Mendocino for a Minor Update of City of Ukiah Bicycle and Pedestrian Master Plan
Attachments:
1. 2016-04-20 ASR 13C pp 1-2 and Adopted Reso 2016-20
 2. 2019-06-14 Neil Davis email - bike and ped master plan update
- 7.f. Notification to City Council of the Purchase of Power Monitoring Equipment to Power Monitors Inc. (PMI) in the Amount of \$23,384.23. (EUD)
Recommended Action: Receive report on the purchase of power monitoring equipment to PMI in the amount of \$23,384.23. (EUD)
Attachments: None

- 7.g. Report to Council Regarding the City Manager's Execution of a Contract for Legal Services with Wright, L'Estrange & Ergastolo, for Counsel on Issues Related to Fire and Emergency Medical Services, and Approval of Corresponding Budget Amendment.

Recommended Action: Receive Report, approve continued use on an as-needed basis, and approve corresponding budget amendment.

Attachments:

1. C_1920-127 Legal Services

- 7.h. Authorize the City Manager to Execute an Agreement with Psomas for Land Surveyor Services in an Amount of \$42,245, and Approve Corresponding Budget Amendments.

Recommended Action: Authorize the City Manager to execute an agreement with Psomas for Land Surveyor Service in an amount of \$42,245.

Attachments:

1. RFP with Addenda
2. PSOMAS Proposal

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

- 12.a. Receive Report Regarding Review of Ordinance on Development and Operating Standards for Community Gardens, Live Entertainment, Outdoor Dining, Sidewalk Cafes, and Specialty Food and Beverage Sales with Tasting and Provide Direction to Staff

Recommended Action: Receive report from Staff and provide direction as necessary.

Attachments:

1. Ordinance No. 1167

- 12.b. Consideration and Possible Adoption of a Resolution Amending the Fee Schedule for the Planning Division of the Community Development Department to Establish a Broadband Application Fee.

Recommended Action: Adopt Resolution establishing a new permit fee for broadband infrastructure deployment.

Attachments:

1. Resolution Setting Broadband Application Fees
2. Exhibit A Fee Schedule

- 12.c. Consider Approval of Mendocino Solid Waste Management Authority Joint Powers Agreement and an Increase to the Existing Surcharge of \$1.50 per ton of Solid Waste.

Recommended Action: Approve 1) The Joint Powers Agreement for the Mendocino Solid Waste Management Authority and authorize the Mayor to execute notwithstanding non-substantive changes negotiated by the City Attorney, 2) the additional \$1.50 surcharge that will be incorporated in the City's curbside rates in January of 2020. This approval is subject to all other agencies agreeing to the same terms as the City of Ukiah.

Attachments:

1. Amended and Restated MSWMA JPA (Final) - rev 9-3-19
2. MSWMA Budget with \$1.5 increase 19-20

13. NEW BUSINESS

- 13.a. Authorize City Manager to Negotiate and Execute Reimbursable Agreement and Grant Agreement with the Federal Aviation Administration for Engineering Design Review and Oversight Support for Runway 15 Visual Approach Slope Indicator (VASI) Replacement and Runway 15 and 33 Runway End Identifier Lights (REIL) Relocation/Replacement.

Recommended Action: Authorize City Manager to Negotiate and Execute Reimbursable Agreement and Grant Agreement with the Federal Aviation Administration for Engineering Design Review and Oversight Support for Runway 15 Visual Approach Slope Indicator (VASI) Replacement and Runway 15 and 33 Runway End Identifier Lights (REIL) Relocation/Replacement.

Attachments:

1. RA Attachment 1

- 13.b. Review and Consider A Draft Comment Letter to the County of Mendocino Regarding their Draft Housing Element.

Recommended Action: Authorize Community Development Director to draft a comment letter to the County of Mendocino regarding their draft Housing Element

Attachments: None

- 13.c. Consider the Request by Solid Waste Systems to Temporarily Suspend Operations of the Buy-Back Center at the Ukiah Transfer Station.

Recommended Action: Approve the amendment to the contract with Solid Waste Systems to temperately suspend operations of the buy-back center at the Ukiah transfer station

Attachments:

1. Addendum 3 - Suspension of Buy-back Center

- 13.d. Receive Updates on City Council Committee and Ad Hoc Assignments and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).

Recommended Action: Receive report(s). The Council may also consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

Attachments:

1. 2019 City Council Special Assignments and Ad Hocs

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

- 14.a. **Conference with Legal Counsel—Anticipated Litigation**
(Government Code Section 54956.9(d))
A. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (Number of potential cases: 1.)
B. Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Number of potential cases: 1)
Recommended Action: Confer in Closed Session
Attachments: None
- 14.b. **Conference with Legal Counsel—Anticipated Litigation**
(Government Code Section 54956.9(d)) Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (Number of potential cases: 1)
Recommended Action: Confer in Closed Session
Attachments: None
- 14.c. **Conference with Legal Counsel - Anticipated Litigation**
(Government Code Section 54956.9)
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Section 54956.9: (1 potential case)
Recommended Action: Confer in Closed Session
Attachments: None
- 14.d. **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: 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
Attachments: None
- 14.e. **Conference with Legal Counsel – Existing Litigation**
(Cal. Gov't Code Section 54956.9(d)(1))
Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCUK- CVPT-15-66036
Recommended Action: Confer in Closed Session
Attachments: None
- 14.f. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Dave Hull and Ric Piffero
Under Negotiation: Price & Terms of Payment
Recommended Action:
Attachments: None

- 14.g. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 003-040-77; 003-040-78; 003-040-79
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Shapiro/Danco
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session
Attachments: None
- 14.h. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 002-273-19-00 and 002-273-30-00
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Bank of America
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session
Attachments: None
- 14.i. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 002-192-14-00 (280 E. Standley)
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Onetogther Solutions
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session
Attachments: None
- 14.j. **Public Employee Performance Evaluation**
(Government Code Section 54956)
Title: City Manager
Recommended Action: Confer in Closed Session
Attachments: None

15. **ADJOURNMENT**

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

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

Dated this 30th day of August, 2019
Kristine Lawler, City Clerk

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
August 21, 2019
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Regular Meeting on August 21, 2019, having been legally noticed on August 16, 2019. Mayor Mulheren called the meeting to order at 6:00 p.m. Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, and Maureen Mulheren. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR MULHEREN PRESIDING.

The Pledge of Allegiance was led by Tami Bartolomei, Community Services Administrator.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Introduction of New Employees: Jackie Perez, Financial Services Specialist I.

Presenter: Daphne Harris, Finance Management Analyst.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Approval of the August 7, 2019, Regular Meeting Minutes

Motion/Second: Crane/Brown to approve Minutes of August 7, 2019, a regular meeting, as amended. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

Motion/Second: Crane/Brown to approve Consent Calendar Items 7a-7b, with noted corrections. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

a. Approval of Disbursements for the Month of July 2019 – *Finance*.

b. Notification of Repair Purchase (*Purchase Order No. 46084*) to Vaughn's Industrial Repair for a Total Amount of \$17,540.75 for the Open, Inspection, and Rebuild of One 16" Vertical Turbine Solids Handling Pumps for the Wastewater Treatment Plant Trickling Filter Pump – *Water Resources*.

- c. Adoption of Resolution (2019-44) to Extend the Declaration of a Local Emergency Related to the 2019 Winter Storm Event – *Community Services*.
- d. Approval of Contract (COU No. 1920-118) to Diamond D Construction, LLC in the Amount of \$55,949.50 for Storm Damage Repairs at the Ukiah Landfill, Specification No. 19-14 – *Public Works*.

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

Presenter: Sage Sangiacomo, City Manager.

The following reports were presented:

- City Housing Element Update – Craig Schlatter, Community Development Director.
- County Housing Element Workshops and Status – Craig Schlatter, Community Development Director.

11. PUBLIC HEARINGS (6:15 PM)

12. UNFINISHED BUSINESS

a. Consider Establishment of the Measure P Oversight Committee and Appointment of Members.

Presenter: Douglas Hutchison, Fire Chief.

Motion/Second: Brown/Crane to appoint Roe Sandelin, Larry Olson, and Matthew Froneberger to the three at-large seats on the Measure P Oversight Committee; and confirm Eric Singleton, Ukiah Valley Fire Authority Captain, and Tom Corning, Ukiah Police Officer, for the designated Public Safety positions. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

10. CITY MANAGER/CITY CLERK REPORTS, Continued

Presenter: Sage Sangiacomo, City Manager.

The following report was presented:

- Oak Manor – UVSD Correction – Tim Eriksen, Public Works Director / City Engineer.
- Construction Update – Tim Eriksen, Public Works Director / City Engineer.

13. NEW BUSINESS

a. Receive Updates on City Council Committee and Ad Hoc Assignments and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).

Presenter: Mayor Mulheren.

THE CITY COUNCIL ADJOURNED TO THE RDA SUCCESSOR AGENCY FOLLOWED BY CLOSED SESSION AT 6:31 P.M.

14. CLOSED SESSION

a. Conference with Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d))

A. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (Number of potential cases: 1.)

B. Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Number of potential cases: 1)

b. Conference with Legal Counsel—Anticipated Litigation

Government Code Section 54956.9(d)(2)

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (Number of potential cases: 1)

c. 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

d. Conference with Legal Counsel – Existing Litigation

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

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

e. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Dave Hull and Ric Piffero

Under Negotiation: Price & Terms of Payment

f. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-040-77; 003-040-78; 003-040-79

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Shapiro/Danco

Under Negotiation: Price & Terms of Payment

g. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 002-273-19-00 and 002-273-30-00

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Bank of America

Under Negotiation: Price & Terms of Payment

h. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 002-192-14-00 (280 E. Standley)

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Onetogogether Solutions

Under Negotiation: Price & Terms of Payment

i. **Public Employee Performance Evaluation**

Government Code Section 5495

Title: City Manager

Direction was given to Staff.

15. **ADJOURNMENT**

There being no further business, the meeting adjourned at 9:10 p.m.

Kristine Lawler, City Clerk

**CITY OF UKIAH
CITY COUNCIL
MINUTES
Special Meeting
UKIAH VALLEY CONFERENCE CENTER
200 South School Street
Ukiah, CA 95482
August 27, 2019
5:30 p.m.**

LONG-TERM LAND USE PLANNING POLICY WORKSHOP

1. ROLL CALL

Ukiah City Council met at a Special Meeting on August 27, 2019, having been legally noticed on August 23, 2019. Mayor Mulheren called the meeting to order at 5:30 p.m. Roll was taken with the following present: **Councilmembers** – Juan V. Orozco, Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, and Maureen Mulheren. **Staff** – Sage Sangiacomo, City Manager; David Rapport, City Attorney; Craig Schlatter, Community Development Director; Shannon Riley, Deputy City Manager; Sean White, Water Resources Director; Tim Eriksen, Public Works Director/City Engineer; and Kristine Lawler, City Clerk. **Consultant** – Phil Williams, Welty, Weaver & Currie.

2. PLEDGE OF ALLEGIANCE

MAYOR MULHEREN PRESIDING.

The Pledge of Allegiance was led by Vice Mayor Crane.

3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

4. LONG TERM LAND USE PLANNING POLICY WORKSHOP

a. Discussion with Possible Direction to Staff Regarding the City of Ukiah's Long-Term Land Use Planning Policy for Ukiah and the Ukiah Valley.

Presenters: Sage Sangiacomo, City Manager and Craig Schlatter, Community Development Director.

Public Comment: Pinky Kushner, Dick Seltzer, Linda Sanders, Alan Nicholson, Lee Howard, Mari Rodin, Devon Jones, John Mayfield, and Uma Hinman.

Additional Public Comment: Carol Rosenberg, Devon Jones, John McCowen, Pinky Kushner, and Uma Hinman.

Motion/Action: Brown/Orozco directs staff to proceed with the following directives as presented:

1. The goals and vision of the Ukiah Valley Area Plan will be utilized as the basis for the City's policy towards future reorganization efforts in the Valley.
2. The City will maintain the City's current Sphere of Influence as the City's long-term Sphere of Influence.
3. The City will implement an annexation plan, designating the area to be annexed within the first 10 years.

Motion is **carried** by the following votes: AYES: Orozco, Brown, and Mulheren. NOES: Scalmanini.
Absent: None. Abstain: Crane.

Adjourned to closed session at 7:48 p.m.

5. CLOSED SESSION

a. Conference with Legal Counsel—Anticipated Litigation

Government Code Section 54956.9(d)(2)

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (Number of potential cases: 1)

Direction was given to staff.

6. ADJOURNMENT

There being no further business, the meeting adjourned at 8:35 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approve Budget Amendment for Ukiah Fire for Fiscal Year 19-20 for Facility Maintenance.

DEPARTMENT: Fire **PREPARED BY:** Eric Singleton

ATTACHMENTS:

None

Summary: The City Council will consider a budget amendment to City Fire for building maintenance.

Background: The Ukiah Valley Fire Authority, of which City Fire is a member and partner with the Ukiah Valley Fire District (District), requests an amendment to the current Budget Year (FY 2019-20) in the amount of \$8,000 from the City's general fund for facility maintenance.

This request is part of a larger facility upgrade and maintenance request scheduled to go before the District board. The District board will consider a \$28,000 amendment, of which \$20,000 to be added Building Improvement Capital Account #91721400-80220-18172 for the replacement and restoration of the South Station Kitchen and Kitchen amenities. The remaining \$8,000 is recommended to be added to the Building Maintenance Account #91721400-56300 to cover general building and ground maintenance of all district facilities (North, South, and Talmage Stations). Funds for this amendment have been identified within the District's Measure B fund/reserve balance Account #91721400.

This expenditure had originally been placed within the first draft of the budget. Due to perceived budget constraints during the budget development process these items were removed from the budget prior to reaching final draft. The original total amount requested was \$36,000. The Finance Department has since reviewed the condition of the budgets for both agencies and has determined the appropriations necessary and feasible with current resources. Of those funds \$16,000 was to be split between the City and the District to cover general maintenance of the facilities, while the remaining \$20,000 for the South Station Kitchen would be funded solely by the District. Funds have been identified within Measure B fund reserves in the amount of \$174,022 covering the District's cost of \$28,000, while maintaining a reserve in Measure B for future needs.

Discussion: 1. The kitchen at the South Station is in dire need of repair and restoration. Currently the oven is not operable, the stove has only two burners working correctly, and the dishwasher has been working intermittently. The kitchen is also outdated with minimal space for a fully staffed fire station, also to include the addition of overhead staff during the daytime hours. Funds in the amount of \$20,000 will be used to repair, replace, and restore the kitchen making it ergonomically suitable for our current and future needs.

2. The remainder of the funds \$16,000 in which \$8,000 will be funded by the City's general fund, will be used to cover any additional costs in maintenance and repairs throughout the fiscal year to all District Stations.

Recommended Action: Approve budget amendment to 100212110.56300 in the amount of \$8,000 for facility maintenance.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 0

PROPOSED BUDGET AMOUNT: 10021210.56300: 8,000

FINANCING SOURCE: City General fund budgetary surplus

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Chief Doug Hutchison



Approved:

Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Authorization for City Manager to Negotiate and Execute Three-Party Agreement with Special Ice for 2019-2020 Seasonal Ice Rink; Authorize Greater Ukiah Business and Tourism Alliance to Serve as Fiscal Agent for Rink; and Authorization to Transfer Corresponding Funds to the Business and Tourism Alliance.

DEPARTMENT: Community Services **PREPARED BY:** Jake Burgess, Recreation Supervisor

ATTACHMENTS:

1. Ukiah On Ice Three Party Agreement 2019

Summary: Council will consider authorizing the necessary steps to secure a seasonal ice rink for the 2019-2020 season.

Background: Last year, the City of Ukiah partnered with local businesses and organizations to bring a seasonal ice rink to downtown Ukiah for the third time. Over a period of five weeks, the rink was open daily - including holidays - and hosted over 8,000 skaters and sixty school field trips. With many private parties, PTO fundraiser nights, and special events, as well as ice hockey and curling taking place on the rink, Ukiah on Ice was a huge part of the holiday season in the community.

On February 6, 2019, Staff honored the sponsors from last season at the City Council meeting and announced the intention to operate Ukiah on Ice again this year.

Discussion: The location of the ice rink will remain the same, on School Street in front of Alex Thomas Plaza. This site is ideal for its proximity to electrical access, parking, public restrooms, and the covered pavilion. The dimensions of the rink will remain at one hundred feet long and forty feet wide. Key sponsors from last year, including Adventist Health, have agreed to participate again. Additional fundraising will continue to take place and new partnerships will be explored.

The Contracted Services line was significantly reduced last season by having City staff operating the chiller and perform all ice maintenance tasks. The contract has been reduced again this season to \$75,500 (down from \$82,550 last year). The revenue generated from operations (ticket sales and concessions) was close to the same as the previous season, indicating another season of tremendous usage and enjoyment by the public. The draft contract is Attachment 1.

The Greater Ukiah Business and Tourism Alliance (merged Chamber of Commerce, Ukiah Main Street Program, and Visit Ukiah) has agreed to serve as the fiscal agent for the rink. In order to move forward with the contractual agreements, Staff is requesting the following:

1. Authorize City Manager to Negotiate and Execute a Three-Party Agreement with Special Ice for 2019-2020 Seasonal Ice Rink;
2. Authorize the Chamber of Commerce, dba Greater Ukiah Business and Tourism Alliance, to Serve as Fiscal Agent for Rink; and

3. Authorize the Corresponding Transfer of Funds to the Business and Tourism Alliance.

Recommended Action: Authorize City Manager to negotiate and execute three-party agreement with Special Ice for 2019-2020 Seasonal Ice Rink; Authorize Greater Ukiah Business and Tourism Alliance to serve as fiscal agent for rink; and authorize the corresponding transfer of funds to the Business and Tourism and Alliance.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$84,000

PROPOSED BUDGET AMOUNT: \$84,000

FINANCING SOURCE: 31422860-52100

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1819-107

COORDINATED WITH: Shannon Riley, Deputy City Manager



Approved:

Sage Sangiacomo, City Manager



6909 Las Positas Rd., Suite D, Livermore, CA 94551 (925) 231-8100

Three Party Agreement

This Agreement ("Agreement") is made as of September __, 2019 ("Effective Date") by and among Ice Rentals LLC ("SI"), Greater Ukiah Chamber of Commerce (doing business as the Greater Ukiah Business and Tourism Alliance, "GUBTA") a California non-profit corporation, and the City of Ukiah ("COU") collectively referred to as "Party" or "Parties", respectively.

WHEREAS, SI and GUBTA have entered into an event contract known as the "Event Agreement" dated September __ 2019, for the purposes of creating an outdoor, temporary holiday ice rink and event, where SI is supplying the ice rink and GUBTA is the client.

NOW THEREFORE, in consideration of the promises and mutual covenants, conditions and agreements set forth herein, the Parties agree as follows:

Operations:

COU shall be fully responsible for the operation of the event during the period that the ice rink is operated under the Event Agreement beginning November 30, 2019 until January 5, 2020 and for the tear down of the equipment.

SI is not responsible for any of the day-to-day operations of the ice rink at any time.

Client Requirements

Client requirements to be fulfilled by the City of Ukiah:

- (a) Client to provide a Certificate of Insurance to Ice Rentals LLC prior to first day of installation as described in section 7 below.
- (b) Client to operate and manage rink.
- (c) Client to coordinate all marketing, solicitation, special events and any other additional activities related to the Ice Rink.
- (d) Coordinate and pull all permits required for installation and event operation. Any required engineering, wet stamp requirements or professional drawings if required for permitting. Client responsible for site planning and layout but final layout decisions will be jointly agreed upon to ensure equipment compatibility.
- (e) Supply or facilitate running sufficient electrical capacity (three-phase, 480-volt, 600amp) to run rink equipment on site. Client should consider

whether additional power is required beyond that listed above to run lighting or other needs. Access to 110volt power for tools and other operations such as skate and ticketing operations. Electrician responsible for all electrical connections, including chiller.

- (f) A level building site.
- (g) Use of a forklift during the set up and tear down of the equipment.
- (h) Responsible for any loss, theft or damage to equipment beyond normal wear and tear. Client will cover reasonable travel expenses for technicians during repair periods if Client is also responsible for payment of the repairs. General Security of the equipment 24/7. Safety and security fencing as necessary.
- (i) Client responsible to ensure the safety of and access to work areas. Client responsible for overseeing work site and all vendor employees' and customers' safety.
- (j) Access to the site suitable for use by tractor and trailer(s) in order to install and remove equipment. Adequate staging area for equipment suitable for install/tear-down requirements.
- (k) Decorate venue and add other optional equipment to surrounding environment.
- (l) All appropriate signage, including sponsorship signage and sponsorship fulfillment.
- (m) Reasonable parking for technicians during installation and tear-down periods
- (n) Water supply to site.
- (o) Adequate space for Ice Resurfacer and snow operations.
- (p) Adequate safety equipment including but not limited to: traffic cones, barricades, first aid as needed.
- (q) Overnight on-site security during installation, operation and teardown and when facility is not open to the public. Temporary fencing if necessary to protect and barrier public from equipment.
- (r) Responsibility for paying for the costs of placing electrical and chiller lines across public spaces and public safety associated with those chiller lines crossing public spaces.
- (s) Responsibility for any damages not intentionally or negligently caused by SI to surface of parking lot (or any other client determined location) related to the installation, operation and remove of ice rink equipment. SI will use reasonable efforts to protect surfaces but given nature of work and equipment cannot guarantee no damage.
- (t) Any costs related to electricity, power generation, power upgrades, and power distribution to equipment, and water and water distribution.

7. Insurance and Indemnity

Insurance and Indemnity requirements to be fulfilled by the City of Ukiah.

7.1 Policy Requirements. COU shall maintain the insurance coverage listed below in Section 7.2 (Policy Coverage) throughout the entirety of the event, which Client may satisfy through its self-insurance program. The following stipulations apply to all policies:

- (a) All policies (except for workers' compensation coverage) shall be endorsed to name all Parties involved, their subsidiaries, officers, agents and employees and any other entity specified by Clients as additional insured respecting this Agreement.
- (b) COU shall furnish the other Party with certificates of insurance prior to mobilization of project (commencement of Ice Rink structure build and other initial undertakings).

7.2 Policy Coverage. COU and SI must maintain the following insurance policies or equivalent coverage as it pertains to their respective portions of the event:

- (a) Workers' Compensation with statutory limits
- (b) Commercial General Liability with minimum limits, or those limits imposed by the City of Ukiah, whichever is higher:
 - i. Each Occurrence: One Million (\$1,000,000)
 - ii. Personal Injury: One Million (\$1,000,000)
 - iii. General Aggregate: Two Million (\$2,000,000)

Payments:

COU will ensure GUBTA receives all amounts due to SI prior to the dates GUBTA is required to provide the funds to SI as outlined below. COU and GUBTA may agree to make changes to this section, provided it is in writing and signed by both parties.

- 50% (\$37,750) due to SI within 28 days of signing
- 25% (\$18,875) due to SI on November 1, 2019
- 25% (\$18,875) due to SI on December 1, 2019

In the event that COU fails to provide the fees by the due dates as outlined above, GUBTA will assess a two percent (2%) late charge of all outstanding amounts not paid on time.

Insurance:

COU will provide the appropriate levels of coverage as provided for in the Event Agreement during the period it operates the ice rink and will list SI and its agents, as additionally covered. COU may satisfy this requirement using the coverage it is afforded by the Redwood Empire Municipal Insurance Fund ("REMIF").

SI will provide their own insurance coverage(s) appropriate for and applicable to their time during the installation and removal of the ice rink equipment but SI will not be providing

General Liability or Workers' Compensation coverage as it pertains to the day-to-day operation of the event. SI recommends that the COU carry levels of both, General Liability and Workers' Compensation appropriate to state and federal standards.

- **Release of liability.** Due to the inherent risk of ice skating, COU agrees to release SI and its partners agents and subcontractors (the "Released Parties") of liability in any case involving risk or injury, except to the extent caused by the acts and omissions of any of the Released Parties. COU understands that in order to ensure maximum safety, a regular ice maintenance plan should be implemented and followed, including proper monitoring of ice rink, sufficiently trained employees, proper supervision and proper maintenance of equipment. COU shall ensure that only properly trained personnel will operate the equipment. Notwithstanding these precautions and using all reasonable diligence and safeguards, injuries and falls may occur.

Furthermore, GUBTA and COU release each other in similar fashion from liabilities related to operation of the ice skating rink for the periods of time the other party is operating the rink.

- **Indemnification.** Each Party shall be responsible for its own acts and omissions and the acts and omissions of its employees, contractors, subcontracts, and agents; neither Party shall be responsible for the acts and omissions of the other Party or the other Party's employees, contractors, subcontractors and agents in carrying out this Agreement. Neither Party shall be liable for any judgment, settlement, award, fine or otherwise, which arises out of the acts and omissions of such other Party, or its employees, contractors, subcontracts and agents, under this Agreement. To the extent either Party utilizes its own equipment, products, or other personal property in the performance of its obligations under this Agreement, such Party shall ensure that such equipment, product, or other personal property is suitable and fit for the purpose intended by such Party, free from defects which may damage the other Party, and otherwise operates in accordance with applicable government standards and safety regulations..

Term:

The term of this Agreement shall be the same as the term of the Event Agreement. Any expiration or termination of the Event Agreement shall result in an automatic termination of this Agreement.

Notices. All notices, demands, consents and reports provided for in this Agreement shall be in writing and shall be given to each of the representatives shown below at the address set forth below and are deemed delivered upon sending via Facsimile. They are deemed delivered four days after being sent, when sent via US Mail or, if by Certified Mail, upon receipt by confirmation document.

GUBTA:

SI:

COU:

Una Wirkebau - ED

Emery Lykins

Sage Sangiacomo

Greater Ukiah Business & Tourism
200 South School Street
Ukiah, CA 95482
707-462-4705

Ice Rentals, LLC
6909 Las Positas Rd. Suite D
Livermore, CA 94551
925-605-2912

City of Ukiah
300 Seminary Ave
Ukiah, CA 95482
707-463-7493

Any such notice or other communication shall be (i) forwarded by a nationally recognized overnight courier, (ii) sent by fax transmission, backed up by either United States registered mail or a nationally recognized overnight courier, postage prepaid or (iii) sent by certified mail, return receipt requested, postage prepaid.

Either Party may replace or modify the above representative, addresses or number, by sending timely written notice to the other Party. It is the responsibility of each Party to update the Notice recipient and contact data within fifteen (15) business days of a change to same.

Governing Law. This Agreement shall be interpreted and governed exclusively in accordance with the laws of the State of California without regard to conflict of laws principles. Parties waive any right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Agreement. This waiver is knowingly, intentionally, and voluntarily made by the Parties, and each Party acknowledges that neither one nor the other Party nor any person acting on behalf of either of them has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect.

Severability. The invalidity or lack of enforceability of any provisions of this Agreement shall not affect the validity and continuing effectiveness of any other provision of this Agreement. In the event of any such invalidity or lack of enforceability, the affected provision shall be deemed modified so as to most closely effectuate the intent of such provision in a valid and enforceable manner.

Waivers. The waiver by each Party of a breach of any of the terms or provisions of this Agreement must be in writing and shall not be construed as a waiver of any subsequent breach.

Agreement. This Agreement in no way effects or impacts the validity of the Event Agreement, previously signed by SI and GUBTA. While clarifying specific details of the day-to-day operation of the event, it has no influence over other agreements previously signed. Terms and conditions of this agreement may not be changed or modified without the expressed consent of all parties.

Counterparts. This Agreement may be executed in any number of counterparts, including fax or facsimile transmission, and each counterpart shall be deemed to be an original instrument, all such counterparts together shall constitute one (1) instrument.

All of the Parties below agree to all of the terms of the Agreement above:

Special Ice
Ice Rentals LLC

Greater Ukiah Business and Tourism
Alliance
a California nonprofit corporation

Signed

Emery Lykins
President

Signed

Una Wirkebau
Executive Director

City of Ukiah

Signed

Sage Sangiacomo
City Manager



AGENDA SUMMARY REPORT

SUBJECT: Request Approval of Extension of the Term for the Tayman Park Golf Group Lease Agreement and Request Authorization for the City Manager and the City Attorney to Negotiate and Execute an Amended and Restated Agreement with the Contractor for the Extended Term.

DEPARTMENT: City Manager / Admin **PREPARED BY:** Maya Simerson, Project & Grant Administrator

ATTACHMENTS:

None

Summary: Tayman Park Golf Group is under contract with the City of Ukiah to manage and operate the Ukiah Valley Golf Course, and has requested an extension to the term of their lease to match the amortization schedule of the debt service they hold for the recent renovations to the pro shop and clubhouse.

Background: The Ukiah Valley Golf Course has been operated by Tayman Park Golf Group (TPGG) since 2012. Negotiations over the past two years have resulted in major improvements to the golf course facilities. The City of Ukiah and TPGG have demonstrated that the agreement is successful and beneficial, and see no negative implications to an extended term.

Discussion: TPGG recently completed the renovation of the golf course pro shop and clubhouse. Their investment went above and beyond the expectations the City had for the project. TPGG secured financing for the renovation work and now that the project is complete it was noted that their loan term didn't match the term of the agreement with the City. Furthermore, to assist the contractor with cash flow, an extension on the term of the agreement with the City would allow TPGG flexibility with their lender. The existing term expires March 31, 2023, and the requested extension would push that date out to September 31, 2026, granting TPGG an additional three and a half years on their agreement.

This extension has no fiscal impact to the City of Ukiah.

Staff supports the recommendation to extend the term of the lease by three and a half years, and authorize the City Manager and City Attorney to negotiate and execute an amended and restated lease agreement with Tayman Park Golf Group with an ending date of September 31, 2026.

Recommended Action: Approve the Extension of the Term for the Tayman Park Golf Group Lease Agreement to September 31, 2026, and Authorize the City Manager and the City Attorney to Negotiate and Execute an Amended and Restated Agreement with the Contractor for the Extended Term

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU 070112

COORDINATED WITH: Sage Sangiacomo, City Manger and Tami Bartolomei, CS Administrator

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

Approved:

Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Award a Contract for Specification #E36883 – Street Striping 2019, to Traffic Limited of Lodi, California, in the Amount of \$44,104.01 for Street Striping 2019.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Buyer I

ATTACHMENTS:

1. RFB - Specification E36883
2. Bid Tab
3. Traffic Limited Bid

Summary: Council will consider awarding a contract to Traffic Limited in the amount of \$44,104.01 for Specification #E36883 Street Striping 2019.

Background: Street striping is completed on a regular basis in order to be certain that centerline striping, bicycle lanes, etc. remain visible for those traveling on City streets.

Discussion:

In accordance with City Code Section 1522, the City distributed Requests for Bids to Builders Exchanges in addition to all striping contractors on the City's 2019 Qualified Contractor List for the annual street striping contract. The City publicly advertised this project on the City's webpage. (Attachment 1)

Bids were opened August 27, 2019, with three (3) bidders responding. A copy of the bid tabulation is provided (Attachment 2) in addition to a copy of Traffic Limited's bid (Attachment 3). Traffic Limited had the lowest responsive, responsible bid in the amount of \$44,104.01. The City budgeted \$50,000.00 for this project. It is therefore staff's recommendation to award the contract to Traffic Limited.

Compensation for the performance of the work will be based on unit prices bid for contract item quantities actually installed. Bid totals are based on unit prices bid for contract items at estimated quantities, and therefore, the actual total paid to the contractor may be lower or higher than the bid total indicated. As with construction projects, there may be cost overruns by reason of unforeseen work or because actual quantities installed exceed estimated quantities. Policy Resolution No. 13, authorizes the responsible Department Head, with approval of the City Manager, to issue change orders not to exceed 10 percent of the original contract sum or \$5,000 whichever is greater provided that no change, when added to the original contract sum, exceeds the amount budgeted for the project.

Recommended Action: Award Contract to Traffic Limited in the amount of \$44,104.01.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: Measure Y 12024200.80230.18150: \$50,000.00

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

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

Approved:

Sage Sangiacomo, City Manager

**REQUEST FOR BID
City of Ukiah
SPECIFICATION E36883
STREET STRIPING 2019**

August 13, 2019

**Bid Due Date
1:30PM, August 27th, 2019**

I. Introduction

City of Ukiah is seeking bids from qualified Contractors to provide all necessary materials, equipment and labor to paint traffic stripes. General locations of the work are shown in the attached Appendix A. A map will be provided to the successful bidder showing exact locations of the work to be done. All work shall be done under the direction of the City of Ukiah Public Works Department.

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 and may vary from bid to bid, depending on the City's needs. The City Code encourages 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 lists when soliciting bids. You may contact the Purchasing Officer if you would like to be placed on the City's bidder's list.

III. Contact Person

The City has designated Seth Strader, Buyer, 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) 467-5719, or by e-mail at sstrader@cityofukiah.com.

IV. Examination of the Site

The Contractor should familiarize himself with the local conditions of the project sites, and shall be responsible for having acquired full knowledge of the job and all problems affecting it. Failure to do so will in no way relieve him/her of the responsibility for performing any of the work or operations required as part of this contract.

V. Bid Submittal Instructions

Bids can be submitted in hardcopy or by email. **Bids are due on or before 1:30PM, August 27th, 2019 to:**

City of Ukiah Purchasing Department
Attn: Seth Strader
411 West Clay Street
Phone: (707) 467-5719
Email: sstrader@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

All of the work to be performed is within the City of Ukiah and consists of painted traffic stripes. General locations of the work are shown in Appendix A. A map will be provided to the successful bidder

showing the exact locations of the work to be done. All work will be done under the direction of the City of Ukiah Public Works Department. Work on streets may be painted during night time hours upon approval of the Director of Public Works/City Engineer.

1) Control of Alignment and Layout

All work necessary to establish satisfactory alignment for stripes shall be performed by the contractor with any device or method that will not damage the pavement nor conflict with other traffic control devices.

2) Tolerances and Appearance

This section shall conform to Section 84-1.03, CALTRANS - Standard Specifications, May, 2006.

3) Protection from Damage

The Contractor shall take special care to protect existing reflective pavement markers and shall, at his expense, replace all coated markers.

Newly placed traffic stripes shall be protected from damage by traffic or other causes until the paint is thoroughly dry. Contractor, at his expense, shall promptly remove any paint applied, spilled, or tracked outside of specified locations to be striped.

4) Painted Traffic Stripes - Description

This work shall consist of painting traffic stripes including applying glass beads.

5) Materials

Paint shall be either waterborne traffic line paint conforming to State Specification No. PTWB-01 dated February 2006 or solvent-borne, acetone-based/VOC compliant traffic line paint conforming to State Specification No. PT-150VOC(A) dated February 2006.

Glass beads shall conform to State Specification No. 8010-004 dated March 2010.

Copies of California State Specifications for traffic paint and glass beads may be obtained from the Caltrans Chemical Testing Branch, 5900 Folsom Blvd, Sacramento, California, 95819, at (916) 227-7289 or from the following website: <http://www.dot.ca.gov/hq/esc/ttsb/chemical/specifications.htm>

6) Mixing

Mechanical mixers shall be used to mix paint. Prior to application, the paint shall be mixed a sufficient length of time to thoroughly mix the pigment and vehicle together, and shall be kept thoroughly agitated during its application.

7) Application Equipment

Mechanical means shall be used to paint traffic stripes and to apply the glass beads for traffic stripes.

All equipment used in the application of traffic stripes shall produce stripes of uniform quality that conform to the specified requirements.

The striping machine shall be capable of accurately superimposing succeeding coats of traffic paint upon the first coat and upon existing stripes at a speed of at least 5 miles per hour.

The striping machine shall consist of a rubber-tired vehicle that is maneuverable to the extent that straight lines can be followed and normal curves can be made in true arcs. It shall be capable of applying traffic paints and glass beads at the rates specified. The striping machine shall be equipped with the following:

- a) A pointer or sighting device, not less than 5 feet long and extending from the front of the machine.
- b) A pointer or sighting device, extending from the side of the machine to gauge the distance from the centerline, for painting shoulder stripes.
- c) A positive-acting cutoff device to prevent depositing paint in gaps of broken stripes.
- d) Shields or an adjustable air curtain for line control.
- e) Pressure regulators and gauges (if pneumatically operated) that are in full view of the operator.
- f) A paint strainer in the paint supply line.
- g) A paint storage tank with a mechanical agitator that operates continuously during painting operations.
- h) A glass bead dispenser located behind the paint applicator nozzle and that is controlled simultaneously with the paint applicator nozzle; and
- i) Calibrated rods for measuring the volume of paint and glass beads in the paint and in the glass bead tanks.

All spray equipment shall be of a proper type and of adequate capacity for the work. Air-atomized spray equipment shall be equipped with oil and water extractors and pressure regulators and they shall have adequate air volume and compressor recovery capacity. Spray gun tip needle assemblies and orifices shall be of the proper sizes.

8) Street Striping Application

Prior to application of striping, the City will provide street sweeping. The Contractor shall be responsible for removal of any leaves or litter appearing in the striping area after the streets are swept.

Contractor shall protect against paint splattering onto parked cars particularly at locations of the four-inch white bicycle lane striping. If deemed necessary, Contractor shall post notices, indicating the date and times that street parking will be prohibited, a minimum of 72 hours in advance of striping on streets with bicycle lanes. These notices shall be placed in obvious locations and be spaced no further than 250 feet apart along the length of the street and on each side of the affected street. The Contractor shall also give notice to the Engineer a minimum of 72 hours in advance of working at the site so that the City can give written notice to adjacent property owners.

Traffic Stripes shall be applied only on dry surfaces and only during periods of favorable weather. Painting shall not be performed when the atmospheric temperature is below 40° F when using solvent borne paint or below 50°F when using water borne paint; when freshly painted surfaces may become damaged by rain, fog, or condensation; nor when it can be anticipated that the atmospheric temperature will drop below the above 40° F or 50° F during the drying period

On existing surfacing, traffic stripes shall be applied in one coat.

Each coat of paint for any traffic stripe, including glass beads where required, shall be applied in one pass of the striping machine, regardless of the number, widths, and patterns of the individual stripes involved.

Paint to be applied in one coat, shall be applied at an approximate rate of one gallon per 107 square feet.

Glass beads shall be uniformly incorporated in all coats of paint concurrently with the application of the paint. Beads shall be embedded in the coat of traffic paint being applied, to a depth of ½ their diameters.

Glass beads shall be applied at an approximate rate of five (5) pounds per gallon of paint.

VII. Measurement and Payment

Painting traffic stripes will be measured by the linear foot, along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe consisting of two 4-inch wide yellow stripes, separated by a 3-inch black stripe, will be measured as one traffic stripe.

The contract price paid per linear foot for painted traffic stripes shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, posting notices on streets with bicycle lanes, and for doing all the work involved in painting traffic stripes

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 terms.

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 the 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", Attachment B.

IX. Addenda

If it becomes necessary to revise any part of this Request for Bid (RFB) after it has been issued, the City will issue an addendum to the RFB containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the RFB documents. Anyone who intends to submit a bid in response to the RFB must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

X. Work Scheduling

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 Engineer.

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 Engineer and that such permission may be revoked at any

time by the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

XI. 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.

XII. Insurance Requirements

Bidder's attention is directed to the insurance requirements – see Attachment C. 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.

XIII. 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 Liz Frausto, City of Ukiah Finance Department at 707-463-6215.)

a) The Contractor shall possess a valid State of California Class A or Class C-32 (Parking and Highway Improvement) 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: _____

DIR Public Works Contractor Registration #: _____

By: _____ Date _____

Signature

Print or Type Name: _____

Title

WORK PERFORMANCE DATA

HISTORY AND CAPABILITY: Provide the name, locations and a narrative statement on the work performed.

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: _____	_____
PHONE: _____	_____
5. COMPANY NAME: _____	_____
CONTACT: _____	_____
ADDRESS: _____	_____
PHONE: _____	_____

City of Ukiah

E36883 Street Striping 2019 - RFB

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.*

1)Subcontractor's Name

Work to be performed

Address

City/State/Zip

Phone Number

Fax Number

California State Contractor License #

DIR Public Works Contractor Registration #

2)Subcontractor's Name

Work to be performed

Address

City/State/Zip

Phone Number

Fax Number

California State Contractor License #

DIR Public Works Contractor Registration #

3)Subcontractor's Name

Work to be performed

Address

City/State/Zip

Phone Number

Fax Number

California State Contractor License #

DIR Public Works Contractor Registration #

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:

E36883 Street Striping 2019

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

RFB E 36883 - Street Striping 2019									
Owner: City of Ukiah									
Bid Opening: 2019-08-27				Traffic Limited		Apply-A-Line LLC		Chrisp Company	
				PO Box 1721 Lodi, CA 95241 US Bid Status:Valid		19615 North Hirsch Court Anderson, CA 96007 US Bid Status:Valid		43650 Osgood Road Fremont, CA 94539 US Bid Status:Valid	
Base Bid									
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	BROKEN 4"; PAINTED TRAFFIC STRIPE - WHITE	6668	LF	\$0.14	\$933.52	\$0.30	\$2,000.40	\$0.25	\$1,667.00
2	BROKEN 4"; PAINTED TRAFFIC STRIPE - YELLOW	80247	LF	\$0.14	\$11,234.58	\$0.30	\$24,074.10	\$0.25	\$20,061.75
3	SOLID 4"; PAINTED TRAFFIC STRIPE - WHITE	11709	LF	\$0.22	\$2,575.98	\$0.35	\$4,098.15	\$0.35	\$4,098.15
4	SOLID 4"; PAINTED TRAFFIC STRIPE - YELLOW	12563	LF	\$0.22	\$2,763.86	\$0.35	\$4,397.05	\$0.35	\$4,397.05
5	SOLID 8"; PAINTED TRAFFIC STRIPE - WHITE	4101	LF	\$0.45	\$1,845.45	\$1.30	\$5,331.30	\$0.50	\$2,050.50
6	DOUBLE PAINTED TRAFFIC STRIPE - YELLOW	32118	LF	\$0.26	\$8,350.68	\$0.50	\$16,059.00	\$0.50	\$16,059.00
7	TWO WAY LEFT TURN PAINTED TRAFFIC STRIPE - YELLOW	6641	LF	\$0.26	\$1,726.66	\$0.60	\$3,984.60	\$1.25	\$8,301.25
8	BIKE LANE 4"; PAINTED TRAFFIC STRIPE - WHITE	28725	LF	\$0.20	\$5,745.00	\$0.35	\$10,053.75	\$0.35	\$10,053.75
9	BIKE LANE 6"; PAINTED TRAFFIC STRIPE - WHITE	42646	LF	\$0.20	\$8,529.20	\$0.40	\$17,058.40	\$0.46	\$19,617.16
10	NO PASSING 4"; PAINTED TRAFFIC STRIPE - YELLOW	907	LF	\$0.44	\$399.08	\$0.45	\$408.15	\$1.50	\$1,360.50
Bid List Total					\$44,104.01		\$87,464.90		\$87,666.11
Total Bid Amount					\$44,104.01		\$87,464.90		\$87,666.11
Listed Subs									



City of Ukiah

Traffic Limited
P.O. Box 1721
Lodi, CA. 95241

REQUEST FOR BID

300 SEMINARY AVENUE
 UKIAH, CALIFORNIA 95482
 P: (707) 467-5719

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)

Traffic Limited
P.O. Box 1721
Lodi, CA. 95241

DATE: 8/13/19

REQ. NO. E36883

BIDS WILL BE RECEIVED UNTIL
1:30 p.m., August 27th, 2019

AT THE OFFICE OF THE BUYER

300 SEMINARY AVE. CITY OF UKIAH

BY: Seth Strader

Email: sstrader@cityofukiah.com

BIDS ARE REQUESTED FOR THE FOLLOWING ITEMS:

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

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	Street Striping 2019 as per attached specifications.		
6,668 LF	Broken 4" Painted Traffic Stripe - White	.14	933 ⁵²
80,247 LF	Broken 4" Painted Traffic Stripe - Yellow	.14	11,234 ⁵⁸
11,709 LF	Solid 4" Painted Traffic Stripe - White	.22	2,575 ⁹⁸
12,563 LF	Solid 4" Painted Traffic Stripe - Yellow	.22	2,763 ⁸⁶
4,101 LF	Solid 8" Painted Traffic Stripe - White	.45	1,845 ⁴⁵
32,118 LF	Double Painted Traffic Stripe - Yellow	.26	8,350 ⁶⁸
6,641 LF	Two Way Left Turn Painted Traffic Stripe - Yellow	.26	1,726 ⁶⁶
28,725 LF	Bike Lane 4" Painted Traffic Stripe - White	.20	5,745 ⁰⁰
42,646 LF	Bike Lane 6" Painted Traffic Stripe - White	.20	8,529 ²⁰
907 LF	No Passing 4" Painted Traffic Stripe - Yellow	.44	399 ⁰⁸
Traffic Limited P.O. Box 1721 Lodi, CA. 95241		Bid - Total	44,104⁰¹
		Tax (8.875 %)	
		Shipping:	
		TOTAL:	
		Payment Terms:	N30

SIGNATURE: Mitchell KayDATE: 8/21/19

LEAD TIME ARO:

PRINT NAME: Mitchell KayPHONE: (916) 217-1263FAX: (209) 334-0708**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.
9. For a bid submission to be accepted it must be submitted on this form.

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 Traffic Limited

Address of Bidder P.O. Box 1721 Lodi, CA 95241

Tax ID# 94-2667093

Phone Number (916) 217-1263 Fax Number (209) 334-0708

California State Contractor's License #: 421833 Expiration Date: 4/20

DIR Public Works Contractor Registration #: 1000027952

By: M. J. S. L. Date 8/21/19

Signature
Print or Type Name: Mitchell Kay Title CEO

WORK PERFORMANCE DATA

HISTORY AND CAPABILITY: Provide the name, locations and a narrative statement on the work performed.

WORK PERFORMED

1. COMPANY NAME: _____
CONTACT: _____ Have Performed this project
ADDRESS: _____ Successfully for your city
PHONE: _____ Six times in the past.
2. COMPANY NAME: _____
CONTACT: _____
ADDRESS: _____
PHONE: _____
3. COMPANY NAME: _____
CONTACT: _____
ADDRESS: _____
PHONE: _____
4. COMPANY NAME: _____
CONTACT: _____
ADDRESS: _____
PHONE: _____
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.

1) Subcontractor's Name	Work to be performed
None	
Address	!!!
City/State/Zip	
Phone Number	Fax Number
California State Contractor License #	DIR Public Works Contractor Registration #
2) Subcontractor's Name	Work to be performed
Address	
City/State/Zip	
Phone Number	Fax Number
California State Contractor License #	DIR Public Works Contractor Registration #
3) Subcontractor's Name	Work to be performed
Address	
City/State/Zip	
Phone Number	Fax Number
California State Contractor License #	DIR Public Works Contractor Registration #

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

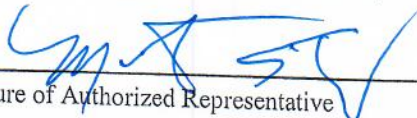
PROPOSER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the Request for Bid for:

E36883 Street Striping 2019

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.

Traffic Limited

Please Print (Person, Firm, or Corporation)



Signature of Authorized Representative

Mitchell Kay CEO

Please Print (Name & Title of Authorized Representative)

8/21/19

Date

(916) 217-1263

Phone Number



AGENDA SUMMARY REPORT

SUBJECT: Approval of Agreement with Walk & Bike Mendocino for A Minor Update of City of Ukiah Bicycle and Pedestrian Master Plan.

DEPARTMENT: Public Works **PREPARED BY:** Tim Eriksen, Public Works Director/City Engineer

ATTACHMENTS:

1. 2016-04-20 ASR 13C pp 1-2 and Adopted Reso 2016-20
2. 2019-06-14 Neil Davis email - bike and ped master plan update

Summary: The City Council will consider approving an Agreement with Walk & Bike Mendocino for A Minor Update of City of Ukiah Bicycle and Pedestrian Master Plan.

Background: The Ukiah Bicycle and Pedestrian Master Plan (Plan) was adopted by resolution by the City Council at their April 20, 2016 meeting. Please refer to Attachment 1, the first two pages of the corresponding agenda summary report, and the approved resolution. Since adoption of the Plan, the City has completed construction of the following bicycle facilities: Rail Trail Phase 1 (Clara Avenue to Gobbi Street); bicycle sharrows on Scott Street from North State Street to North Pine Street; and bicycle sharrows on Washington Avenue from South State Street to South Dora Street. Furthermore, two major extensions of the Rail Trail are currently under construction. Phase 2 will extend the Rail Trail south from Gobbi Street to Commerce Drive. Phase 3 will extend the Rail Trail north from Clara Avenue to Brush Street. In addition, multiple ADA curb ramps have been constructed throughout the City. The City has also constructed special pedestrian crosswalks at the following locations: North State Street at Garrett Drive and South State Street at Luce Avenue.

During the course of preparing the Plan, the City made a concerted effort to obtain input on the document. The Plan was presented for comments to the Ukiah Planning Commission; the Parks, Recreation and Golf Commission; the Paths, Open Space and Creeks Commission; the Traffic Engineering Committee; and the City Council. The draft plan was distributed for review to local bike shops, the Ukiah Regional Library, and posted at the Ukiah Civic Center. The public review notification was posted on the City's Facebook page. Lastly, specific individuals who expressed interest in the Plan were notified.

Discussion: Neil Davis of Walk and Bike Mendocino submitted a proposal in the amount of \$3,080 (Attachment 2), requesting a minor update to the Plan. According to Mr. Davis' proposal, two or three new projects should be identified in the Plan. Mr. Davis also proposes to solicit further public comment regarding the proposed new projects and the plan. Staff is presenting this proposal for City Council's review and consideration. If Council approves an agreement, staff will prepare a contract for this work.

Recommended Action: Approve Agreement with Walk & Bike Mendocino for a Minor Update of City of Ukiah Bicycle and Pedestrian Master Plan

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$10,000

PROPOSED BUDGET AMOUNT: \$3,080

FINANCING SOURCE: Engineering Contractual Services 10024210.52100

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Sage Sangiacomo, City Manager

A handwritten signature in blue ink, appearing to read 'Sg Sangiacomo', is positioned above the 'Approved:' line.

Approved:

Sage Sangiacomo, City Manager



ITEM NO.: 13c

MEETING DATE: April 20, 2016

AGENDA SUMMARY REPORT

SUBJECT: CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION ADOPTING THE UKIAH BICYCLE AND PEDESTRIAN MASTER PLAN

Summary: The City Council will consider a resolution to adopt the Ukiah Bicycle and Pedestrian Master Plan (Plan).

Background: The Ukiah Bicycle and Pedestrian Master Plan was completed with funding provided by the Mendocino Council of Governments. The primary consultant for the Plan was Alta Planning + Design. Sub-consultants on the plan included Whitlock & Weinberger Transportation, Inc. (W-trans), and Walk Bike Mendocino (Neil Davis).

Staff took the following actions with the Plan:

- Circulated for public comment from January 12th through February 29th, 2016. During this period, copies were available for public review at the Ukiah Civic Center, the Ukiah Regional Library, and on the City's website.
- Notified the following Individuals who had previously expressed interest: Pinky Kushner, Susan Knopf, Linda Sanders, Neil Davis, Meredyth Reinhard, and Jessica Stull-Otto.
- Posted the public review notification to the City of Ukiah Facebook page on January 15, 2016.
- Presented for public comment to the Planning Commission at its January 27, 2016, meeting,
- Placed copies at Dave's Bike Shop and at Pacific Outfitters on January 29, 2016. Flyers giving information to the public on how to provide comments were placed on January 29, 2016, at the Ukiah Civic Center, Dave's Bike Shop, and at Pacific Outfitters.
- Presented to the Traffic Engineering Committee (TEC) on January 12, 2016, and comments received were provided at the February 9, 2016, TEC meeting.
- Presented to the Paths, Open Space, and Creeks Commission (POSCC) at its January 12, 2016, meeting, comments received were provided at the February 9, 2016, POSCC meeting.

(continued on page 2)

RECOMMENDED ACTION(S): Adoption of Resolution adopting the Ukiah Bicycle and Pedestrian Master Plan.

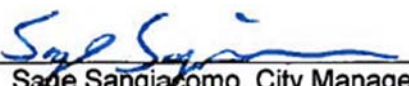
ALTERNATIVES: Request further clarification from Staff.

Citizens advised:	Phil Dow, Mendocino Council of Governments.
Requested by:	Tim Eriksen, Director of Public Works / City Engineer.
Prepared by:	Tim Eriksen, Director of Public Works / City Engineer.
Coordinated with:	Sage Sangiacomo, City Manager.
Presenter:	Tim Eriksen, Director of Public Works / City Engineer.
Attachments:	1. Resolution for Adoption, including Exhibit A, which can also be viewed at: https://cityofukiah.box.com/UKBIKEANDPEDMP, or by contacting the City Clerk's Office. 2. Planning Commission minutes for January 27, 2016. 3. Planning Commission minutes for February 24, 2016. 4. Traffic Engineering Committee minutes for February 9, 2016. 5. Paths, Open Space, and Creeks Commission minutes for February 9, 2016. 6. Parks, Recreation, and Golf Commission minutes for February 23, 2016. 7. Public comment provided by email and/or letter.

COUNCIL ACTION DATE: _____ : ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

- Presented to the Parks, Recreation, and Golf Commission for comments at their February 23, 2016 meeting.
- Gave a second presentation for public comment to the Planning Commission on February 24, 2016.

In addition, articles on the Ukiah Bicycle and Pedestrian Master Plan have been published at the top of the front page of the Ukiah Daily Journal on three dates: January 27, 2016; February 10, 2016, and February 23, 2016.

CEQA Evaluation: The Ukiah Master Bicycle and Pedestrian Plan is Statutorily Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15262 of the CEQA Guidelines because it constitutes a Planning Study for possible future actions which the City has not approved, adopted or funded. Adoption of this Plan will not have a legally binding effect on later activities.

Consideration of Environmental Factors: Section 15262, while exempting projects from CEQA and the negative declaration and EIR processes, does require “environmental factors to be considered.” Staff has considered the typical environmental factors associated with an Initial Environmental Study such as air quality, biological resources, noise, geology/soils, etc., and has concluded that the subject Planning Study, which does include suggestions for later activities (improvements) would not in and of itself physically impact the environment because the later activities would be subject to review and approval, adoption, and funding by the City, as well as separate CEQA review and determinations. It would be highly speculative to review and reach conclusions regarding potential environmental impacts without knowing the detailed scope, size and intensity of possible later activities.

Discussion: Substantial comment has been provided through the various public meetings. In addition, several individuals submitted comments directly to Staff. Please see Attachment Nos. 2-5 for the minutes from the respective meetings. Public comment has been included as Attachment No. 6. On March 30, 2016, Staff met with a small group represented by Neil Davis and Walk & Bike Mendocino to discuss their further concerns regarding the Plan. It was the general consensus that this group was frustrated that there was not a process by which the public comments would have been reviewed by the consultant and incorporated into the Plan. While staff realizes that it would have been preferable to have two phases for the Plan, one phase to prepare the draft and a second phase to review and incorporate public comments where appropriate, limited grant funds for consulting services were available.

Alternatively, staff recommends incorporating the various meeting minutes and public comment in an Appendix to the Plan to capture the extended and valuable public input. This is the same process that was used with the approval of the February 1999, City of Ukiah Bicycle and Pedestrian Master Plan. With the addition of the various minutes and comments as an appendix, Staff recommends approval of the attached resolution adopting the Ukiah Bicycle and Pedestrian Master Plan.

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

RESOLUTION NO. 2016- 20

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
ADOPTING THE UKIAH BICYCLE AND PEDESTRIAN MASTER PLAN**

WHEREAS, the City of Ukiah obtained funding from the Mendocino Council of Governments through its Overall Work Program for a Bicycle and Pedestrian Master Plan; and

WHEREAS, the City hired the professional transportation planning firm Alta Planning + Design (Alta) to prepare the Ukiah Bicycle and Pedestrian Master Plan; and

WHEREAS, a number of community meetings were conducted to receive input from the public regarding existing and future bicycle and pedestrian facilities within the City; and

WHEREAS, on January 27, 2016, and on February 24, 2016, the City Planning Commission conducted public hearings, and received considerable input from the general public; and

WHEREAS, on The Plan was presented to the Traffic Engineering Committee (TEC) on January 12, 2016, and comments on the Plan were provided by the TEC and the public at the February 9, 2016, TEC meeting; and

WHEREAS, on The Plan was presented to the Paths, Open Space, and Creeks Commission (POSCC) on January 12, 2016, and comments on the Plan were provided by the POSCC and the public at the February 9, 2016, POSCC meeting; and

WHEREAS, on The Plan was presented to the Plan was presented to the Parks, Recreation, and Golf Commission for comments at their February 23, 2016, meeting; and

WHEREAS, on April 20, 2016, the City Council conducted a meeting to consider the merits of the Ukiah Bicycle and Pedestrian Master Plan.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Ukiah hereby adopts the Ukiah Bicycle and Pedestrian Master Plan included as Exhibit "A".

PASSED AND ADOPTED this 20th day of April 2016, by the following roll call vote:

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


Stephen G. Scalmanini, Mayor

ATTEST:


Ashley Cocco, Deputy City Clerk

From: Neil Davis <ndavis@ncoinc.org>
Sent: Friday, June 14, 2019 11:38 AM
To: Sage Sangiacomo <ssangiacomo@cityofukiah.com>
Cc: Shannon Riley <sriley@cityofukiah.com>; Tim Eriksen <teriksen@cityofukiah.com>
Subject: Bike and Pedestrian Master Plan

Sage, Thank you for all you and your team are doing to pursue safe streets and to make Ukiah a more walkable bikeable community. A lot is happening. With the rail trail build out and other projects, in some ways we're moving ahead of our Bike and Pedestrian Master Plan. I think it would behoove us to do a quick update of the current plant to make sure we have identified, and are positioned to pursue funding for, the next logical major projects. Here is a down and dirty draft proposal including what I believe it would cost for Walk & Bike Mendocino to do the work. Thanks

Problem Statement: Ukiah's Bike and Pedestrian Master Plan (written 2015, adopted 2017) is already dated and been shown to have some flaws. The plan identified five priority major projects. The identification of these projects in the plan allows the City a better opportunity to procure grant funding. Thanks to diligent work by City Staff two of the projects are funded and already under construction, while a third has been partially completed. Identifying two to three new projects will allow staff to better position the City to secure funding. Additionally, the original budget did not include incorporating public comment and revisions to the original draft. As such, some suggested improvements were not incorporated, and some errors or flaws in the plan have been identified since adoption.

Proposal: A minor update to the plan should be completed. The update would focus on soliciting public comment on 1) identifying two to three new "major" projects, and 2) soliciting public comment and identifying and correcting any minor flaws in the plan. This update would not attempt to review the entire plan.

Walk & Bike Mendocino		
Public Comment Solicitation and Review	40 hours @ \$55/hr	\$2200
Meetings with City Staff and Subject Matter Experts	8 hours @ \$55/hr	\$ 440
Edit Document	8 hours @ \$55/hr	\$ 440
Total		\$3080

Neil Davis, Director
 Walk & Bike Mendocino
 Ukiah Valley Trail Group
 413 N State St, Ukiah CA 95482
 707-467-3220 (Office)





AGENDA SUMMARY REPORT

SUBJECT: Notification to City Council of the Purchase of Power Monitoring Equipment to Power Monitors Inc. (PMI) in the Amount of \$23,384.23. (EUD)

DEPARTMENT: Electric Utility **PREPARED BY:** Diann Lucchetti, Administrative Secretary

ATTACHMENTS:

None

Summary: Council will receive a report on the purchase of power monitoring equipment for system analysis.

Background: Pursuant to the requirements of Section 1522 of the Municipal Code, staff is reporting to City Council the purchase of power monitoring equipment in the amount of \$23,384.23.

Discussion: Staff uses PMI (Power Monitoring, Inc.) recorders to record and evaluate loading and power quality issues throughout the system. These units provide remote accessibility, allowing engineering to evaluate system conditions over a period of time, providing needed data for customer support and system analysis. Staff has standardized on PMI power monitors to maintain compatibility with existing equipment, accessories and viewing software.

Recommended Action: Receive report on the purchase of power monitoring equipment to PMI in the amount of \$23,384.23. (EUD)

BUDGET AMENDMENT REQUIRED:

CURRENT BUDGET AMOUNT: FY 18/19: 80026110.54100: \$23,384.23

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Mary Horger, Procurement Manager

Approved:

Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Report to Council Regarding the City Manager's Execution of a Contract for Legal Services with Wright, L'Estrange & Ergastolo, for Counsel on Issues Related to Fire and Emergency Medical Services, and Approval of Corresponding Budget Amendment.

DEPARTMENT: City Manager / Admin **PREPARED BY:** Sage Sangiacomo, City Manager

ATTACHMENTS:

1. C_1920-127 Legal Services

Summary: The City has acquired the legal services of Wright, L'Estrange & Ergastolo for issues related to fire and emergency medical services.

Background: At their August 7, 2019 meeting, the City Council opted to exercise the City's retained administration of emergency medical services (EMS) under Health and Safety Code Section 1797. 201. The City of Ukiah currently administers 9-1-1 emergency dispatch services (receipt and call processing services), 9-1-1 first response services (pre-transport stabilization services), and emergency ambulance services, within the city limits of Ukiah. As a result, the City of Ukiah will not be participating in the County's proposed exclusive operating area (EOA), and has directed city staff to begin investigating the procurement of ambulance services for the City and bring forward recommendations to the City Council. Note, this direction does not preclude consideration of a collaborative option with the County if agreement can be reached under an alternate approach.

The City has retained the services of AP Triton, a well respected consulting firm on Fire and EMS issues, and the primary consultant to the California Fire Chiefs Association.

Discussion: Under Ukiah City Code Section 1522.C.3.b, the City's Purchasing Officer is directed to award personal services contracts costing more than \$10,000 on the basis of at least three proposals solicited by requests for proposals, "whenever reasonably feasible." Staff determined that the solicitation of formal written proposals was not reasonably feasible in this instance. Fire and Emergency Medical Services (EMS) law is a highly specialized area of legal practice and time was of the essence. There are a relatively small number of attorneys and firms that engage in this practice in Northern California. As a result, Staff concluded that direct contact with potentially qualified attorneys and firms was necessary. AP Triton assisted with identifying qualified services and the firm of Wright, L'Estrange & Ergastolo was selected (Attachment #1).

The legal services will be used on an as-needed basis, and contingent upon availability of budgeted funds each fiscal year. Given that this was not an anticipated expense for this fiscal year, Staff is also seeking a budget amendment in the amount of \$10,000.

Recommended Action: Receive Report, approve continued use on an as-needed basis, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: \$0

PROPOSED BUDGET AMOUNT: \$10,000; 10021210.52150

FINANCING SOURCE: General Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Doug Hutchison, Fire Chief



Approved:

Sage Sangiacomo, City Manager

Case # 1920-127

WRIGHT, L'ESTRANGE & ERGASTOLO
LAWYERS

LEGAL SERVICES CONTRACT
THIS AGREEMENT IS A PRIVILEGED COMMUNICATION.
Cal. Bus. & Prof. Code § 6149

This Legal Services Contract ("Agreement") is entered into between Wright, L'Estrange & Ergastolo (hereinafter the "Firm"), on the one hand, and the City of Ukiah ("Client"), on the other.

RECITAL

On July 24, 2019, Client contacted the Firm through its consultant, A.P. Triton, and requested advice regarding an incipient dispute with Mendocino County ("County") and Coastal Valley Emergency Medical Services Agency ("CVEMSA"), the local EMS agency for County. CVEMSA recently issued RFP No. 56-17 seeking emergency ambulance providers to service a new exclusive operating area ("EOA") created pursuant to California Health & Safety Code section 1797.224 in inland areas of the County, including within Client's jurisdiction ("RFP"). Client has retained administration of its emergency dispatch, emergency non-transport first response, and emergency ambulance services pursuant to California Health & Safety Code section 1797.201 ("Section 1797.201"). The Firm will investigate, assist with attempts to informally resolve the dispute regarding Client's operations, service area, and legal rights under Section 1797.201, and, if appropriate and so requested by Client, file a declaratory relief lawsuit, petition for writ of mandate, or both, to resolve the dispute (the "Engagement"). In consideration of the foregoing, and mutual agreements and promises hereinafter set forth, Client and the Firm agree as follows:

1. CONDITIONS

The Firm will have no obligation to provide legal services for the Engagement until: (a) Client returns a signed copy of this Agreement; (b) Client returns a signed copy of the conflict waiver letter provided to Client with this Agreement; (c) Anderson Valley Community Services District returns a signed copy of a conflict waiver letter provided by Firm to it; and (d) Client pays the initial deposit called for under Paragraph 4.

2. SCOPE OF SERVICES

(a) Client is hiring the Firm to represent Client in connection with the Engagement.

(b) The Firm will provide the legal services reasonably required to represent Client in the Engagement; and will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. CLIENT'S DUTIES

Client agrees to be truthful with the Firm, to cooperate to keep the Firm informed of developments, to abide by this Agreement, to pay the Firm's billings on time and to keep the Firm advised of Client's addresses, telephone numbers and whereabouts. Client will preserve all relevant evidence, including electronic records and documents. Client will assist the Firm in providing necessary

information and documents and will appear when necessary at legal proceedings. Client's primary contacts for the Engagement shall be Sage Sangiacomo, City Manager, the City of Ukiah.

4. DEPOSIT

Client agrees to pay Firm an initial deposit of \$ 5,000 within 15 days of the full execution of this Agreement, which will be deemed an advance deposit for fees and costs to be incurred in this matter. The hourly charges and costs will be charged against the Deposit. The initial Deposit, as well as any future deposits, will be held in Firm's Client Trust Account pursuant to California Rule of Professional Conduct 1.15(a). Client authorizes Firm to use that deposit to pay the fees and other charges. Client acknowledges that the deposit is not an estimate of total fees and costs to be charged by Attorney, but merely an advance.

Client agrees that Firm's right to recover fees and costs from the Deposit or any subsequent deposit held in Firm's Client Trust Account becomes fixed 15 days after the date a monthly billing statement is sent to Client. Client authorizes Firm to withdraw the funds from Firm's Client Trust Account to pay Firm's fees and costs 20 calendar days after the date a monthly billing statement is sent to Client. If Firm receives a written objection from Client within 15 days of sending the monthly billing statement, Firm's right to withdraw the amount that is identified in the objection shall be deemed to be disputed, and Firm will not withdraw the disputed fees and/or costs from the Client Trust Account until the dispute is resolved. If Firm receives an objection from Client more than 25 days after the date the monthly billing statement is sent and after the funds have been withdrawn, Firm will not be required to redeposit the disputed fees and/or costs into the Client Trust Account during the pendency of the dispute.

Client agrees to pay all deposits after the initial deposit within 10 days of Firm's demand. In the event there is any money from any deposit remaining in Firm's Client Trust Account after Firm's final billing statement is satisfied, that money will be promptly refunded to Client.

Whenever the deposit is exhausted, Firm reserves the right to demand further deposits, each up to a maximum of \$ 5,000.

Any interest earned on funds in Firm's Client Trust Account is paid to the California State Bar on quarterly basis, less reasonable bank fees, to fund existing programs providing free legal services in civil matters to indigent persons in accordance with California Business and Professions Code sections 6210-6228.

5. FEES FOR PROFESSIONAL SERVICES AND BILLING PRACTICES

(a) Client agrees to pay by the hour at the then prevailing rates for time spent on the Engagement by the attorneys, paralegals and law clerks ("Billing Personnel") of the Firm. Time for Billing Personnel is charged in increments of six minutes, i.e., 1/10th of an hour. The current hourly rates charged by the Billing Personnel of the Firm are set forth on the attached Rate Schedule, which constitutes a part of this Agreement. The Rate Schedule also provides for periodic increases, of which Client will be notified in writing at least thirty (30) days in advance.

(b) Client will be charged for all time the Billing Personnel of the Firm spend on the Engagement. Therefore, Client will be charged for the time spent on telephone calls, including calls with Client, any co-counsel or opposing counsel. Billing Personnel of the Firm will confer between and among themselves concerning the Engagement; and when they confer, each of the Billing Personnel will charge for the time expended. Likewise, if more than one of the Billing Personnel assigned to work on the Engagement attends a meeting, court hearing or other proceeding, each will charge for the time spent. Client will not be charged for travel time.

6. COSTS AND OTHER CHARGES

The Firm will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees for services. The costs and expenses commonly include court reporters' fees, long distance telephone calls, filing fees, messenger and other delivery fees, postage, parking and travel expenses, outside photocopying and other reproduction costs. Except for the items listed on the Rate Schedule, all costs and expenses will be charged at the Firm's cost, with no markup.

7. BILLING STATEMENTS

The Firm will send via email detailed monthly billing statements and a final billing statement to Client, in care of Sage Sangiacomo, City Manager, the City of Ukiah, for fees and costs incurred.

8. COMMUNICATIONS WITH CONSULTANT

Client and Firm agree and acknowledge that Client has retained the services of consultant A.P. Triton in connection with the Engagement, that disclosures of confidential Client information and privileged communications between and among the Client, Firm, and A.P. Triton are reasonably necessary for the transmission of such confidential and privileged information or the accomplishment of the Engagement, and that all such disclosures are strictly confidential and shall not to be disclosed to third parties. Client authorizes Firm to communicate with A.P. Triton on all matters related to the Engagement.

9. DISCHARGE AND WITHDRAWAL

(a) The Attorney-Client relationship is one of mutual trust, confidence and respect. Thus, Client retains the right to discharge the Firm as Client's counsel at any time for any reason. The Firm may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow the Firm's advice on a material matter, refusal to pay reasonable increases in the hourly charges for services after written notice, or any fact or circumstance that would render the Firm's continuing representation unlawful or unethical. Client agrees to sign all paperwork necessary to effect the withdrawal of the Firm in that circumstance.

(b) When the Firm's services conclude, all unpaid charges will immediately become due and payable. After those services conclude, the Firm will deliver to Client any Client funds or property in its possession. The Firm reserves the right to destroy any of Client's records or files

relating to the Engagement that are not returned to Client one year after the conclusion of the Firm's services.

10. DISCLAIMER OF GUARANTEE

Nothing in this Agreement and nothing in the statements made to Client by the personnel of the Firm will be construed as a promise or a guarantee about the amount of time to be devoted to the Engagement, the total cost of the Firm's representation of Client or the outcome of the Engagement. No such promise or guarantee is made. Any comments about the amount of time the Firm will likely devote to the Engagement or the fees and costs likely to be incurred by Client are estimates only. Any comment regarding the outcome of the Engagement is an expression of opinion only, and is not to be construed as a promise or guarantee.

11. CHOICE OF LAW

This Agreement, and all the rights and obligations of the parties, shall be governed by the laws of the State of California.

12. DISPUTES BETWEEN THE FIRM AND CLIENT

(a) If a dispute arises out of or relating to any aspect of this Agreement between the Firm and Client, or the breach thereof, and if the dispute cannot be settled through negotiation, the Firm and Client agree to first try in good faith to settle the dispute by private mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. The cost of such mediation shall be borne equally by the parties, unless otherwise stipulated in a written agreement between the parties.

(b) Any dispute arising under this Agreement or in connection with the Firm's services hereunder, including any claim for professional negligence, may, upon mutual agreement between the Firm and Client, be resolved by binding arbitration to be conducted by the American Arbitration Association.

(c) In any dispute over attorneys' fees, costs or both, Client has the right to elect arbitration pursuant to the California Mandatory Fee Arbitration Act ("MFAA") as set forth in California Business and Professions Code sections 6200-6206. Arbitration pursuant to the MFAA is non-binding unless the parties agree in writing after the dispute has arisen, to be bound by the arbitration award.

13. SEVERABILITY IN THE EVENT OF PARTIAL INVALIDITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

15. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by all parties.

16. EFFECTIVE DATE

This Agreement will take effect when Client signs it, but its effective date will be retroactive to the date the Firm first performed services on Client's behalf. The date at the beginning of this Agreement is for reference only.

By our signatures below, each of us warrants that we have read this Agreement, including the attached Rate Schedule, and that we understand the terms of the Agreement and agree to them. Each of us agrees to be liable for all obligations under this Agreement.

The City of Ukiah

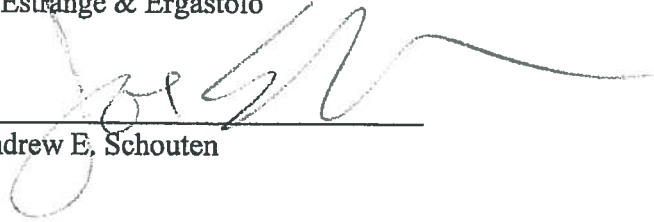
Dated: August 20, 2019

By: 

Sage Sangiacomo, City Manager

Wright, L'Estrange & Ergastolo

Dated: August 21, 2019

By: 

Andrew E. Schouten

RATE SCHEDULE

A. Identification

Client: the City of Ukiah

Matter: Provide counsel on, and potentially litigate, dispute with the Mendocino County ("County") and Coastal Valley Emergency Medical Services Agency, the local EMS agency for County, regarding the City of Ukiah's emergency dispatch, non-transport first response, and ambulance service operations, service area, and legal rights under California Health & Safety Code sections 1797.201.

Month: August 2019

B. Hourly Rates for Some Legal Personnel

Joseph T. Ergastolo, Attorney (Senior Partner)	\$385/hour
Andrew E. Schouten, Attorney (Junior Partner)	\$275/hour
Davin H. Kono, Attorney (Associate)	\$225/hour
Daniel M. Doft, Attorney (Associate)	\$225/hour
Monica B. Araki, Paralegal	\$125/hour

C. Standard Charges

Firm charges for time in minimum units of .1 of an hour (i.e., 6 minutes).

D. Costs and Expenses

In-office copying	20¢/page
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There are no additional charges for telecopying or word processing; and costs incurred for messenger services, outside copy services and other services provided by outside vendors, including travel, are passed through to Client without any markup.

Mileage will be charged at the current IRS reimbursement rate. That rate is currently 58 cents per mile. That rate may change in the future. If so, that change will be incorporated by reference into this Legal Services Contract.



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Execute an Agreement with Psomas for Land Surveyor Services in an Amount of \$42,245, and Approve Corresponding Budget Amendments.

DEPARTMENT: City Manager / Admin **PREPARED BY:** Mary Horger, Procurement Manager

ATTACHMENTS:

1. RFP with Addenda
2. PSOMAS Proposal

Summary: Council will consider authorizing the City Manager to execute an agreement with Psomas for Land Surveyor Services in the amount of \$42,245.

Background: In July, staff released a Request for Proposals (RFP) from qualified firms to perform land surveyor services for the preparation of legal descriptions to the State Board of Equalization. For further detail regarding the scope of work requested, please refer to Attachment 1 for a copy of the RFP, and all issued addenda.

Discussion: Proposals were due August 27, 2019. Three proposals were received. Psomas submitted a proposal in the amount of \$42,245; LACO Associates, Inc. submitted a proposal in the amount of \$50,000; and Munselle Civil Engineering submitted a proposal in the amount of \$55,794.

An evaluation committee reviewed the proposals, which was based on project understanding, experience, schedule and price. The evaluation resulted in a recommendation to award the contract for Land Surveyor Services to Psomas in the amount of \$42,245. Please refer to Attachment 2 for a copy of the proposal received from Psomas.

It is therefore staff's recommendation to authorize the City Manager to execute an agreement with Psomas for Land Surveyor Services in the amount of \$42,245, and approve corresponding budget amendments.

Recommended Action: Authorize the City Manager to execute an agreement with Psomas for Land Surveyor Service in an amount of \$42,245.

BUDGET AMENDMENT REQUIRED: Yes.

CURRENT BUDGET AMOUNT: \$0

PROPOSED BUDGET AMOUNT: 10012200.52100: \$4970.00; 69500000.52100: \$2485.00;
70024500.52100: \$2485.00; 77725200.52100: \$2485.00; 82027110.52100: \$2485.00; 83027330.52100:
\$4970.00; 84027220.52100: \$22,365.00

FINANCING SOURCE: Reserves

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Maya Simerson, Project & Grant Administrator

A handwritten signature in blue ink, appearing to read "Sage Sangiacomo", positioned above a horizontal line.

Approved:

Sage Sangiacomo, City Manager



**REQUEST FOR PROPOSALS
FOR
LAND SURVEYOR SERVICES**

City of Ukiah
300 Seminary Avenue
Ukiah, California 95482

Issue Date: July 23, 2019

Deadline for Submissions: 5:00 p.m., August 6, 2019

**CITY OF UKIAH
REQUEST FOR PROPOSAL (RFP)
LAND SURVEYOR SERVICES**

I. INTRODUCTION

The City of Ukiah (City) is requesting proposals from qualified firms to perform land surveyor services for the preparation of legal descriptions to the State Board of Equalization.

II. SCOPE OF SERVICES

All services shall be provided in accordance with the City's draft professional services agreement, a sample of which is provided for as Attachment 1.

The City of Ukiah needs to annex several City-owned properties. A list of the assessor's parcel numbers (APNs) is provided for as Attachment 2.

To do so, the City must complete a Local Agency Formation Commission (LAFCO) application, provided for as Attachment 3. The work for this RFP includes only the completion of items 2, 3, 4, 9, 10 and 13 on the list of submittals, and are listed below. All items MUST be prepared to the State Board of Equalization's specifications:

- Five (5) prints of a full-scale proposal map showing the affected territory and its relationship to the affected jurisdiction.
- Five (5) copies of an 8.5" x 11" or 11" x 17" reduction of the proposal map.
- Three (3) copies of a metes and bounds description of the affected territory.
- Three (3) copies of an 8.5" x 11" Vicinity Map (if not included on the proposal map).
- One (1) copy of the plan for providing services along with a schematic diagram of water, sewer and storm drainage systems (refer to Government Code Section 56653).
- One (1) copy of the Statement of Timely Availability of Water Supplies (refer to Government Code Section 56668(k)).

Please note, that the City has preliminary title reports available for the APNs listed.

III. SCHEDULE

Proposals Due:	5:00 p.m., August 6, 2019
Initial Proposal Evaluation Completed:	August 9, 2019
Interviews (if necessary):	August 12-14, 2019
City Council Award:	August 21, 2019
Work Completed by:	January 17, 2020

IV. REQUIRED PROPOSAL FORMAT AND CONTENTS

The City welcomes a response to the RFP in that best expresses the qualifications of the respondent. To demonstrate its qualifications, ability to perform the services described in this RFP, the consultant shall submit proposals containing the following information, as described below:

1. Description of the services you will be providing in response to this RFP.
2. Total time & materials, with a not-to-exceed cost to provide the requested services, with a separate attachment of your current rate schedule.
3. Proposed schedule.

4. A summary describing your experience in performing the requested services, including a list of five (5) references that you have performed similar services for.

V. PROPOSAL EVALUATION

The proposals will be evaluated based on the following:

1. Project understanding.
2. Experience.
3. Schedule.
4. Price.

VI. INSURANCE REQUIREMENTS

Once the successful consultant has been notified of the contract award, they will be required to submit insurance certificates as specified in the requirements provided as Attachment 4.

VII. INQUIRIES

Inquiries concerning this request for proposal must be made to the following:

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

VIII. CITY BUSINESS LICENSE

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

IX. CITY OF UKIAH RIGHT OF REFUSAL

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

X. PROPOSAL SUBMISSION

All proposals in response to this RFP are due no later than 5:00 p.m. on August 6, 2019. Proposals received after this date and time will not be considered.

Submissions may be made only by email to mhorger@cityofukiah.com. Once emailed, follow-up with a phone call to (707) 463-6233 to confirm receipt of the email within the specified RFP submission deadline.

XI. ADDENDA

If it becomes necessary to revise any part of the RFP after it has been issued, the City will issue an addendum to the RFP containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the RFP documents. Anyone who intends to submit a proposal in response to the RFP must check the website frequently for any posted addenda. Anyone submitting a proposal will be deemed to have seen and agreed to be bound by the posted addenda.

ATTACHMENT 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this ____ day of _____, 2019 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and _____, a _____ [sole proprietorship, corporation, partnership, limited partnership, limited liability company, etc.] organized and in good standing under the laws of the state of _____, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

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

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

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

2.0 SCOPE OF SERVICES

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

3.0 CONDUCT OF WORK

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

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$-----. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B,

ATTACHMENT 1

which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

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

5.0 ASSURANCES OF CONSULTANT

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

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

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

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

ATTACHMENT 1

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

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

ATTACHMENT 1

3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

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

2. Worker's Compensation and Employers Liability Coverage

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

ATTACHMENT 1

3. Professional Liability Coverage

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

4. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

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

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

ATTACHMENT 1

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

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

7.0 CONTRACT PROVISIONS

- 7.1 Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services

ATTACHMENT 1

performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.

7.9 Duplicate Originals. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. When so signed, each such document shall be admissible in administrative or judicial proceedings as proof of the terms of the Agreement between the parties.

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

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

9.0 SIGNATURES

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

CONSULTANT

BY: _____ Date _____

PRINT NAME: _____

IRS IDN Number

CITY OF UKIAH

BY: _____ Date _____

CITY MANAGER

ATTEST

CITY CLERK Date _____

ATTACHMENT 2

APN	Owner	Department	Name of Parcel	Prelim	Acreage	Physical Location	Status	Use
184-140-13	City of Ukiah	Public Works	Ukiah Valley Transfer Station	x	4.05	3151 Taylor Drive	uninhabited	transfer station
178-130-0100	City of Ukiah	Public Works	Landfill	x	283.5	3100 Vichy Spring Road	uninhabited	landfill
003-330-6800	City of Ukiah	Airport	Airport	x	1.94	1601 S State Street	uninhabited	Airport
156-240-0200	City of Ukiah	Water Resources	vacant lot - former fish hatchery	x	1	Gibson Creek	uninhabited	vacant
156-240-1300	City of Ukiah	Water Resources	vacant lot - former fish hatchery	x	40.11	1970 W Standley Ave	uninhabited	vacant
184-080-01	City of Ukiah	Water Resources	WWTP		0.762	250 & 341 Norgard Lane	uninhabited	
184-080-10	City of Ukiah	Water Resources	WWTP		0.182	251 & 341 Norgard Lane	uninhabited	
184-080-20	City of Ukiah	Water Resources	WWTP		0.265	252 & 341 Norgard Lane	uninhabited	
184-080-27	City of Ukiah	Water Resources	WWTP		3.728	253 & 341 Norgard Lane	uninhabited	
184-080-28	City of Ukiah	Water Resources	WWTP		4	254 & 341 Norgard Lane	uninhabited	
184-120-04	City of Ukiah	Water Resources	WWTP		5.8	255 & 341 Norgard Lane	uninhabited	
184-090-01	City of Ukiah	Water Resources	WWTP		4	256 & 341 Norgard Lane	uninhabited	
184-090-07	City of Ukiah	Water Resources	WWTP		13.92	257 & 341 Norgard Lane	uninhabited	
184-100-04	City of Ukiah	Water Resources	WWTP		10.52	258 & 341 Norgard Lane	uninhabited	
184-100-050	City of Ukiah	Water Resources	WWTP	x	43	300 Plant Road	uninhabited	
184-090-0600	City of Ukiah	Water Resources	WWTP	x	14.05	217 Norgard Lane	uninhabited	
184-150-0100	City of Ukiah	Water Resources	WWTP	x	15.45	3495 Taylor Drive	uninhabited	storage and distribution of treated wastewater

Mendocino
Local Agency Formation Commission
200 South School Street, Ukiah CA 95482
707-463-4470 www.mendolafco.org

JUSTIFICATION OF PROPOSAL

Please complete the following information to process an application under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000:
(Indicate N.A. if Not Applicable)

SHORT TITLE OF THE PROPOSAL: _____

TYPE OF PROPOSAL

- | | | |
|---|---|---|
| ☐ City Incorporation | ☐ Sphere of Influence Amendment | ☐ District Formation |
| ☐ Annexation | ☐ Sphere of Influence Update | ☐ District Dissolution |
| ☐ Detachment | ☐ Out-of-Agency Service | ☐ Consolidation |
| ☐ Add Latent Power | ☐ Reorganization (involving an Annexation and Detachment(s)) | |

AGENCY CHANGES RESULTING FROM THIS PROPOSAL

Agency or Agencies gaining territory: _____

Agency or Agencies losing territory: _____

NOTIFICATION

Please indicate the names, addresses and telephone numbers of all Applicants, Applicant's Agents, and all affected Agencies who are to receive the hearing notice and the Executive Officer's Report:

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach a separate sheet if necessary.)

PROJECT INFORMATION

Please provide project-related information for the following questions:

1. Do the proposed boundaries create an island of non-agency territory? ☐ Yes ☒ No
2. Do the proposed boundaries split lines of assessment or ownership? ☐ Yes ☒ No
3. Does the proposal involve public rights-of-way or easements? ☐ Yes ☒ No
4. Does the proposal involve public land or land assessed by the State? ☐ Yes ☐ No
5. Does any part of the proposal involve land under a Williamson Act Contract or Farmland Security Zone? ☐ Yes ☐ No
6. Does any part of the proposal involve land with a Wildlife/Habitat Easement or Agricultural Land Conservation Easement? ☐ Yes ☐ No

List the affected Assessor Parcel Numbers, Owners of Record and Parcel Sizes:

<u>APN</u>	<u>Owner</u>	<u>Acreage</u>
------------	--------------	----------------

See attached

(Attach a separate sheet if necessary)

7. Physical Location of Proposal: See attached
(Street or Road, distance from and name of Cross Street, quadrant of City)
8. Has an application been filed for an underlying project (such as Development Plan, Conditional Use Permit, or Tentative Subdivision Map)? ☐ Yes ☐ No
If Yes, please attach a Project Site Plan or Tentative Subdivision Map.
If No, please provide an estimate of when development will occur: _____.
9. List those public services or facilities which will be provided to the affected territory as a result of the proposed action:
10. Indicate which of these services or facilities will require main line extensions or facility up-grades in order to serve the affected territory:
11. Provide any other justification that will assist the Commission in reviewing the merits of this request.
(Attach separate sheets as necessary)

INDEMNIFICATION AGREEMENT

As part of this application, applicant and real property in interest, if different, agreed to defend, indemnify, hold harmless, and release the Mendocino Local Agency Formation Commission, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any of the above, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent passive or active negligence on the part of the Mendocino Local Agency Formation Commission, its agents, officers, attorneys, or employees.

Executed at _____, California, on _____, 20 .

APPLICANT

Signature: _____

Title: _____

REAL PARTY IN INTEREST

(If different from Applicant)

Signature: _____

Title: _____

SUBMITTALS

In order for this application to be processed, the following information needs to be provided:

1. Two copies of this Justification of Proposal, completed and signed with original signatures;
2. Five prints of a full-scale proposal map showing the affected territory and its relationship to the affected jurisdiction (and prepared to State Board of Equalization specifications);
3. Five copies of an 8.5" x 11" or 11" x 17" reduction of the proposal map;
4. Three copies of a metes and bounds description of the affected territory;
5. One certified copy of the City Council and/or Special District Board of Directors Resolution of Application; or a petition making application to LAFCo (as appropriate);
6. Written permission from each affected property owner (or signature form);
7. One copy of the project environmental document (One Compact Disc if more than 25 pages);
8. One copy of the project Notice of Determination;
9. Three 8.5" x 11" copies of the Vicinity Map (if not included on the proposal map);
10. One copy of the plan for providing services along with a schematic diagram of water, sewer and storm drainage systems (refer to Government Code Section 56653);
11. One copy of the Pre-Zoning map or description (as required by Section 56375);
12. One copy of the Statement of Open Space (Ag) Land Conversion (refer to Section 56377);
13. One Copy of the Statement of Timely Availability of Water Supplies (refer to Section 56668(k));
14. One copy of the Statement of Fair Share Housing Needs (if residential land uses are included in the proposal) (refer to Section 56668(l));
15. One copy of the project design (site plan, development plan, or subdivision map);
16. One copy of the Residential Entitlement matrix form (if residential land uses are included in the proposal); and
17. Filing and processing fees in accordance with the LAFCo Fee Schedule and the State Board of Equalization Fee Schedule.

Additional information may be required during staff review of the proposal.

CERTIFICATION

The undersigned hereby certifies that all LAFCo filing requirements will be met and that the statements made in this application are complete and accurate to the best of my knowledge.

(Signature)

(Date)

Print or Type Name: _____

Daytime Telephone: _____



INSURANCE REQUIREMENTS FOR CONSULTANTS

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

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

II. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

III. Deductibles and Self-Insured Retentions

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

IV. REQUIRED Insurance Provisions

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

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

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

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

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

V. RATING - Acceptability of Insurers

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

VI. Verification of Coverage

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

**If you have questions regarding our insurance requirements contact:
Risk Manager
(707) 463-6287 or FAX (707) 463-6204**

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorger@cityofukiah.com



RFP – LAND SURVEYOR SERVICES

Addendum No. 1

August 2, 2019

The following is Addendum No. 1 to Request for Proposals – Land Surveyor Services.

This Addendum is hereby made part of the Request for Proposal document to the same extent as though it were originally included therein.

RFP Deadline and schedule has changed and is revised as follows:

Proposals Due:	5:00 p.m., August 13, 2019
Initial Proposal Evaluation Completed:	August 14 – 17, 2019
Interviews (if necessary):	August 14 – 17, 2019
City Council Award:	August 21, 2019
Work Completed by:	January 17, 2020

All other terms and conditions remain in full force and effect.

A handwritten signature in black ink, appearing to read "Mary V. Horger", is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

Mary V. Horger
Procurement Manager

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorger@cityofukiah.com



RFP – LAND SURVEYOR SERVICES

Addendum No. 2

August 9, 2019

The following is Addendum No. 2 to Request for Proposals – Land Surveyor Services.

This Addendum is hereby made part of the Request for Proposal document to the same extent as though it were originally included therein.

RFP Deadline and schedule has changed and is revised as follows:

Proposals Due:	5:00 p.m., August 27, 2019
Initial Proposal Evaluation Completed:	August 28 – 30, 2019
Interviews (if necessary):	August 28 – 30, 2019
City Council Award:	September 4, 2019
Work Completed by:	January 17, 2020

All other terms and conditions remain in full force and effect.

A handwritten signature in black ink, appearing to read "Mary V. Horger", is written over the printed name and title. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Mary V. Horger
Procurement Manager

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorgner@cityofukiah.com



RFP – LAND SURVEYOR SERVICES

Addendum No. 3

August 15, 2019

The following is Addendum No. 3 to Request for Proposals – Land Surveyor Services.

This Addendum is hereby made part of the Request for Proposal document to the same extent as though it were originally included therein.

The following are questions asked, and their corresponding responses:

Q1: The scope of work involves up to six separate areas of annexation. Please let me know if all six areas will be included in one application or if they will be separate applications.

A1: All six areas will be included in one application.

Q2: It appears to me, Parcels 184-080-01 and 184-120-04, included in the list of Parcels involved, do lie within the City Limits. Please clarify.

A2: These parcels were part of the first Norgard Property purchase in Spring of 2018 and are not in the City limits.

Q3: Does the City have a boundary description for the City Limits and for the wastewater treatment plant?

A3: No

Q4: Also, will the City provide Preliminary Title Reports for the various parcels or is that the responsibility of the consultant?

A4: Per the RFP, the City has the preliminary title reports for the parcels.

Q5: Regarding the Plan for Services and Statement of Timely Availability of Water Supplies, the last two bullets in Scope of Services, does the City have a Master Plan that would describe the eventual uses of the various parcels.

A5: No

Q6: Also, has the City developed a capacity/supply analysis for its water distribution, sewer collection and storm drain systems? Typically a Plan for Services would include an analysis of the future use and demands for services of the annexed parcel.

A6: No

Q7: Is there a page limit or PDF file size limit for electronic submission of our Proposal?

A7: No, there is not.

Q8: What is the weighted ratio of each of the Evaluation Criteria?

A8: Section V. Proposal Evaluation is modified as follows:

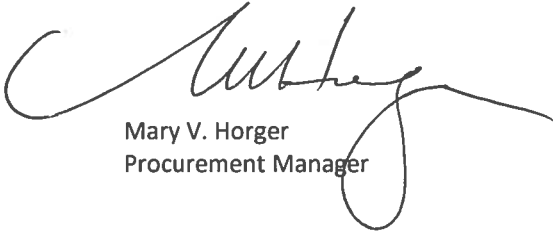
Project Understanding. (20 points)
Experience. (35 points)
Schedule. (25)
Price. (20)

Q9: There are two items listed in the (SBE) Specifications: We plan to submit for Land Survey LAFCO Mapping and Legal description requirements. Are the following two items also "required services" that we must provide for in our Proposal?

- A copy of Plan for providing services along with schematic diagram of water, sewer, and storm drainage systems;
- A copy of the Statement of Timely Availability of Water Supplies;

A9: Yes.

All other terms and conditions remain in full force and effect.



Mary V. Horger
Procurement Manager

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorgers@cityofukiah.com



RFP – LAND SURVEYOR SERVICES

Addendum No. 4

August 21, 2019

The following is Addendum No. 4 to Request for Proposals – Land Surveyor Services.

This Addendum is hereby made part of the Request for Proposal document to the same extent as though it were originally included therein.

The following are questions asked, and their corresponding responses:

Q1: Can the City of Ukiah provide an example or specifications for The Plan for Services and Schematic/Exhibit Drawing?

A1: We don't have an example, but we will prepare the exhibit drawing once we have a consultant under contract.

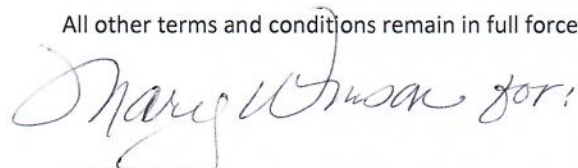
Q2: What role will the City Water Department have in certifying the Statement of Timely Availability of Water Supplies?

A2: The City Water Department knows what water supplies it has and we have added the City's Urban Water Management Plan as **Attachment 1 –Ukiah 2015 UWMP** to this Addendum. It will contain the information needed to put the Statement of Availability of Water Supplies together.

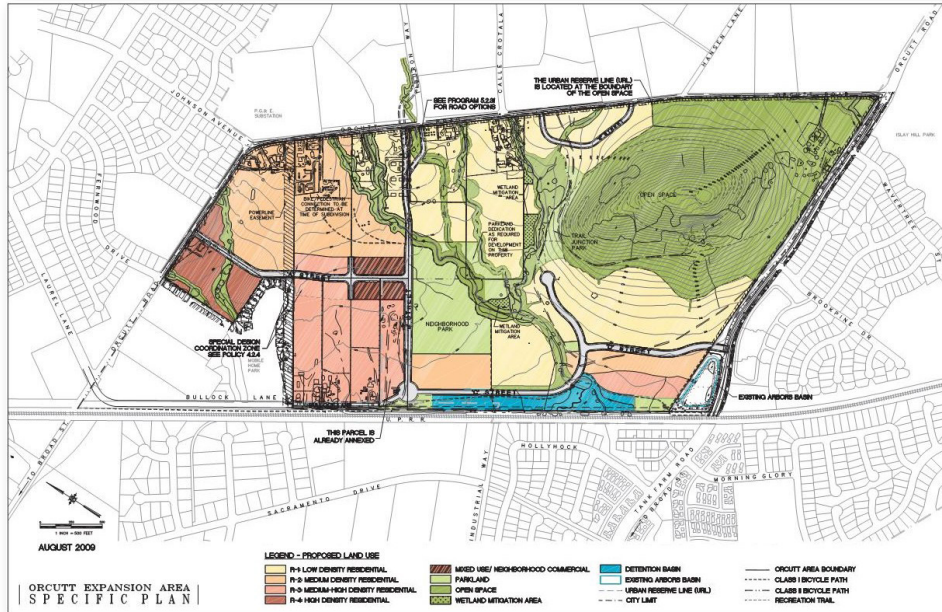
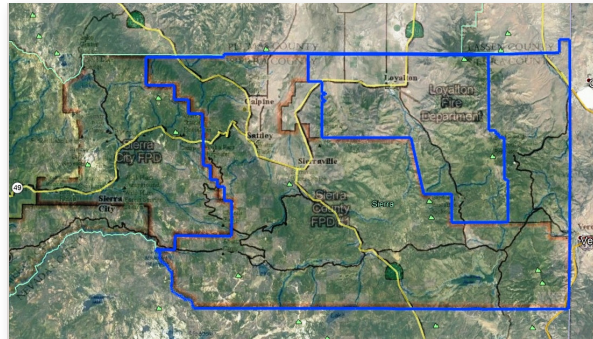
Q1: Can you confirm that the City will be providing copies of existing as-built drawings and/or GIS/CAD data for the existing utilities in the areas of the APN's listed in the RFP

A1: Yes we will.

All other terms and conditions remain in full force and effect.



Mary V. Horger
Procurement Manager



Land Surveyor Services for Preparation of Legal Descriptions and Parcel Annexation Exhibits to LAFCo and the State Board of Equalization



City of Ukiah

August 27, 2019

Ms. Mary Horger
Procurement Manager
City of Ukiah
411 West Clay Street
Ukiah, CA 95482

Subject: Proposal to Provide Land Surveyor Services

Dear Ms. Horger:

Psomas has provided Land Surveying services to many municipalities and private industry clients throughout California for over 71 years. Our goal is to provide responsive, cost effective, land surveying services that demonstrate our commitment to every project, large or small.

Our managers and survey team members have the experience needed to provide a full range of deed and title analysis, boundary and right-of-way determination, agency coordination, and processing assistance. Psomas has the knowledge, staff, and resources to meet the City's diverse project support needs.

Having served as a Project Manager the majority of my career, I understand the importance of developing a clear and complete understanding of each project's unique requirements and the need to effectively manage budgets and meet schedules, while providing responsive, thorough support that ensures competitive value for our clients.

We will be able to begin work within 5 working days of receipt of your Notification to Proceed, however as noted in our Proposal, having all work completed in accordance with our proposed schedule is contingent upon the date we are authorized to begin work and being provided with the City's land records.

We acknowledge that we have received Addendums No. 1, dated August 2nd, 2019; Addendum No. 2, dated August 9th, 2019; Addendum No. 3, dated August 15, 2019; and Addendum No. 4, dated August 21, 2019.

Contact Information: Lester Carter, PLS – Project Manager
11661 Blocker Drive, Suite 200, Auburn, CA 95603
Phone: (530) 885-7072 | Fax: (530) 885-5798 | Email: lester.carter@psomas.com

We look forward to building a long term working relationship with the City. If you any questions, please feel free to contact me at the number listed above.

Sincerely,

P S O M A S



Lester E. Carter Jr., PLS
Project Manager

11661 Blocker Drive
Suite 200
Auburn, CA 95603
Tel 530.885.7072
Fax 530.885.5798
www.Psomas.com



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Resumes.....	Appendix

Provided Services

PSOMAS

PROJECT UNDERSTANDING

The City of Ukiah (City) desires to annex 17 parcels of land. This requires various documents be prepared by a licensed land surveyor in support of the City's application to the Mendocino County LAFCo review process for changes to the City's jurisdiction boundary.

Psomas will prepare an Annexation Exhibit and Legal Description for each of the APN parcels as noted in the RFP in accordance with the requirements of LAFCo's application process and State Board of Equalization review. The Annexation Exhibits will be similar in format to the examples found in Attachment "A" hereto. We understand that these documents must meet the City's, LAFCo's and the State Board of Equalization's requirements. Psomas understands that full compliance with these requirements is essential before a formal application to change jurisdictional boundaries of the City can be submitted to LAFCo.

To prepare the legal description and exhibits, we will conduct extensive record boundary research and analysis and coordinate with LAFCo for recordation. We will develop precisely created CAD line work that will provide the basis for the individually numbered courses that will form the body of each legal description. We will incorporate "controlling calls" in the legal description to township, range and section and citations to the applicable record documents, street right of way, subdivision, parcel, adjacent parcel deeds. This will ensure we have met LAFCo and the State Board of Equalization's criteria that each legal description be a stand-alone document, suitable for recordation.

Our Proposal also includes providing an exhibit schematic diagram of the plan for providing water, sewer and storm drain services, together with a Statement of Water Availability. These services will be provided in coordination with the City's Utility and Water Services Departments.

This scope includes time to respond to initial review comments from LAFCo. Psomas will provide additional services for subsequent LAFCo reviews on a time and materials basis, upon request from the City.

As described in our Scope of Work below, Psomas' proposal fully addresses the requirements for the preparation of the necessary documents needed for the City's LAFCo Annexation Application.

SCOPE OF WORK

In response to the RFP issued July 23rd, 2019, Psomas proposes to provide the services as described below:

- Review the preliminary title reports and determine record ownerships and any existing encumbrances on each of the subject parcels.

- Perform research of public records, grant deeds and record maps to determine the property boundaries of the subject assessor's parcels.
- Perform a monument recovery field survey to locate a sufficient number of record boundary corners to be able to geo-reference the individual parcel boundaries to Lambert NAD83 Zone 2 coordinates. This will provide the basis of bearings for the cadastral landbase mapping and legal descriptions for each APN parcel.
- Horizontal control will be based on U.S. Survey Feet. All distances will be shown in Ground Distances. Any records that are shown in grid distances or in other units will be converted to U.S. Survey Feet.
- Prepare an Annexation Exhibit Map (Plat) and a written Geographic Description (Legal Description) for each of the 17 APN's listed in the RFP.

There are two items listed in the RFP that address the requirements for LAFCo's "Plan of Service" that Psomas has included in this proposal:

- One (1) copy of the plan for providing services along with a schematic diagram of water, sewer and storm drainage system (refer to Government Code Section 56653).
- One (1) copy of the Statement of Timely Availability of Water Supplies (reference to Government Code Section 56668(k)).

Psomas will coordinate with the City Utility and Water Departments to provide the above documents. We have addressed these in more detail in our stated Assumptions.

Deliverables

Psomas will provide CAD and GIS data compatible with the City of Ukiah's records management system and Mendocino County's GIS system. All deliverables will comply with the State Board of Equalization requirements; Government Code Sections 54900 through 54903 as referenced in the RFP. The deliverables for each APN parcel will include:

- AutoCAD Civil 3D .DWG files containing the individual APN Exhibit Maps.
- Digital copy of the legal description in MS Word and PDF file format.
- One (1) printed copy (8 1/2" x 11") of the Exhibit Map for each APN parcel.
- The Exhibit Map and Boundary Description for each APN parcel shall meet the following: *The Requirements for Written Geographic Description of the Project Area, Map(s) and List of Assessor's Parcel Numbers for the Project Area as contained in the State Board of Equalization Requirements will be followed in preparing each of the deliverables. A copy of the State Board of Equalization Requirements is included as Attachment "B".*

Assumptions

The following assumptions are hereby stated for this Work:

- The City has indicated that they will provide existing as-built drawings of existing water, sewer and storm drain utilities in the areas for the

annexations so that Psomas can utilize this information to prepare the Utility Plan and Exhibit required in the RFP. It is our understanding that this information will be in the form of GIS and/or CAD data and as-built drawings in .PDF format.

- Psomas will coordinate with the City's Water Department for compiling the information needed to prepare the Statement of Timely Availability of Water Letter for the parcels to be annexed.
- Prior to commencement of Work, Psomas will be provided with copies of all land records held by the City that pertain to the APN parcels to be included in the annexation. These land records will include:
 - Current Preliminary Title Reports (PTR's); These will include copies of all supporting documents referenced in the PTR's.
 - CAD and GIS information on City Boundary and APN parcels.
 - Copies of Tract and Parcel Maps and Record of Survey Maps for the subject APN's
 - Utility as-built drawings and information for the areas covering the affected parcels.
- The land records will be provided in electronic format with file names indexed APN, Record Map Number or other geo-reference.
- Provided title information per the preliminary title reports from the City is correct.
- Record information is correctly indexed in the County Recorder's office.
- We will coordinate with the City to obtain any additional land records necessary for determining property ownership or boundary information.

Exclusions

The following services are excluded from the scope of this proposal. If any of the following services are required, Psomas can provide a separate scope and fee estimate for those services:

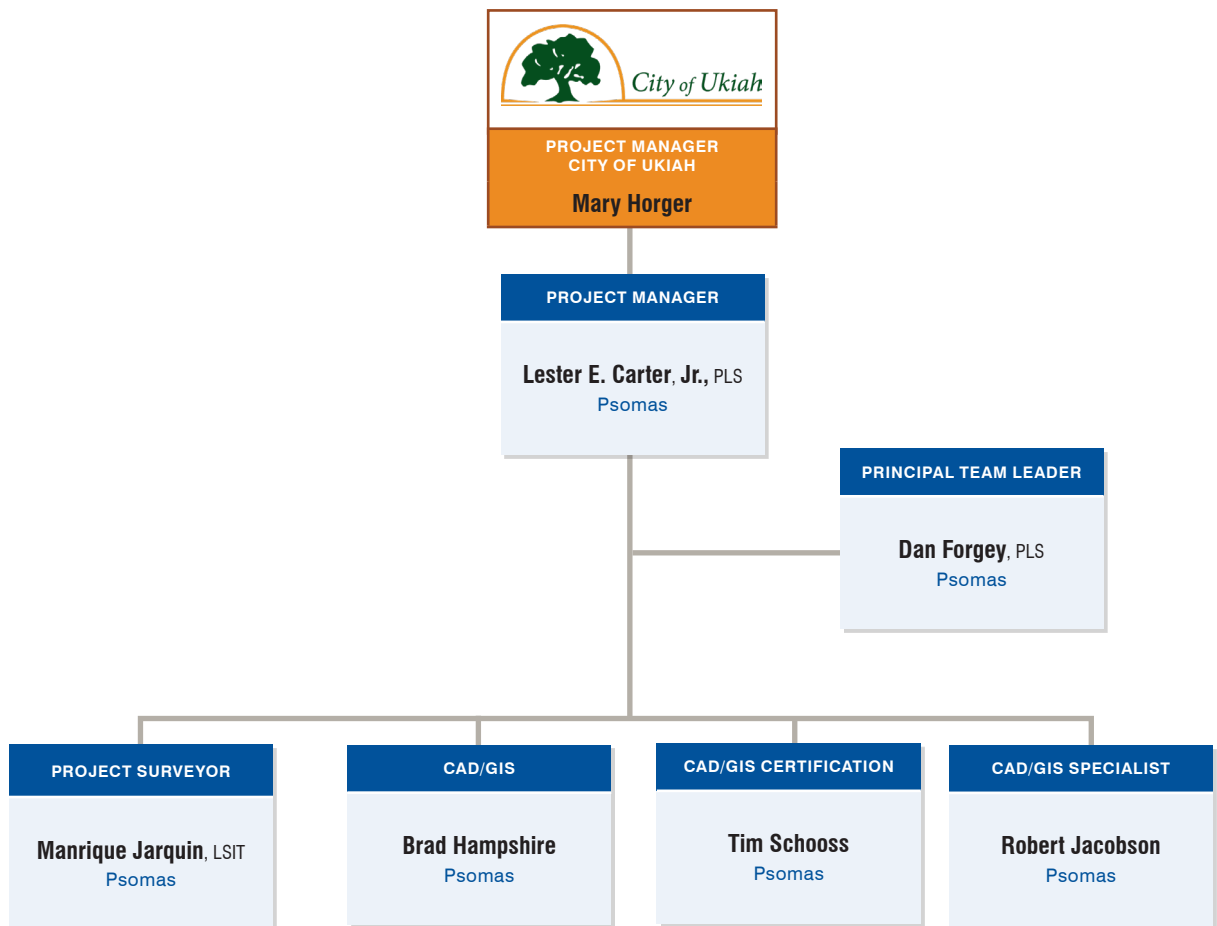
- Boundary Dispute Resolution or Boundary Corner Monumentation.
- Filing a Record of Survey for any of the APN parcels is not included in this Proposal.
- Boundaries that are along non-cadastral lines such as stream, rivers, etc. will be represented "graphically" on the Boundary Exhibit and described in accordance with regional standards for describing these features in the legal description.
- The preparation of agreements ancillary to the annexation are not included in the scope of work for this proposal.
- Utility As-Built Surveying (Underground Locating Services). Note: This Proposal does not include these services, however Psomas can provide these services per separate Services Agreement.

PROJECT TEAM

Knowing that surveying is often in the critical path, Psomas' key to success in maintaining schedules and budgets is maintaining clear communication and having an understanding of expectations. Communication, with and between our clients and staff, is crucial to understanding project needs and client expectations. Only with a mutual understanding of expectations, scope of work, deliverables, budgets and schedules can a project be successfully completed by all involved. With these goals in mind, Psomas strives first and foremost to open the communication dialogue to discuss the project's ultimate goals and needs with our clients.

Psomas has assembled a survey team to meet the needs of the City of Ukiah. This team has extensive experience in providing exceptional survey services to public works agencies, special districts, transportation authorities, private developers, and the public at-large.

Resumes of our key staff have been included in the Appendix.



Time & Materials / Rate Schedule

PSOMAS FEE

Psomas' fee for the above services is based on Time and Materials "Not-to-Exceed" Fee of: **\$42,245.00**

The above estimated fee shall not be exceeded without prior authorization from client and shall remain valid for 30 days. Psomas' current Standard Rate Schedule is attached on the following page.

**FEE SCHEDULE
LAND SURVEYING AND MAPPING SERVICES
NORTHERN CALIFORNIA**

Effective March 1, 2019 thru February 29, 2020

Hourly Rates

OFFICE SERVICES

\$ 98.00 - project administrator
\$ 60.00 - intern/survey assistant
\$ 110.00 - surveyor I/CADD technician/editor/ GIS technician
\$ 120.00 - surveyor II/compiler/LiDAR extractor I
\$ 132.00 - surveyor III/LiDAR extractor II/photogrammetrist I
\$ 140.00 - surveyor IV/photogrammetrist II/senior programmer
\$ 146.00 - project surveyor I/photogrammetrist III
\$ 156.00 - project surveyor II/photogrammetrist IV
\$ 164.00 - project surveyor III
\$ 176.00 - project surveyor IV/project manager I
\$ 182.00 - project manager II
\$ 192.00 - project manager III/applications manager
\$ 208.00 - project manager IV/senior applications manager
\$ 220.00 - senior GIS/IT consultant/mobile mapper surveyor

FIELD SERVICES

\$ 178.00* - one-person survey party
\$ 264.00* - two-person survey party
\$ 378.00* - three-person survey party

* Hourly rates for field survey parties include normal usage of survey supplies and vehicle expenses. Rates adjust per increase in prevailing rates March 1 of each year.

SPECIAL EQUIPMENT AND OTHER COSTS

Mileage and parking expenses incurred by office employees are charged at cost. Prints, plot media, CD's, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus ten percent. The services of outside consultants will be charged at cost plus fifteen percent. Standard computer and technology costs are incorporated into the above hourly rates.

\$ 50.00 per hour - Static Terrestrial Laser Scanner
\$ 5,000 per day - Mobile Terrestrial Laser Scanner

The above schedule is for straight time and includes overhead. Overtime will be charged at 135 percent of the standard hourly rates. Sundays and holidays will be charged at 170 percent of the standard hourly rates. Forensic services and expert testimony, including preparation, standby time and depositions, will be charged at 200 percent of the standard hourly rates.

Proposed Schedule

Psomas has anticipated 30 working days to perform the above scope of services. Meeting our proposed schedule and submittal deadline is dependent upon receiving work authorization and reference documents in sufficient time to complete the work and the time required for the District to complete a review of the preliminary deliverables.

Psomas
Les Carter Jr. - Office: 530-863-3632; Mobile: 805-503-3632

Surveying

Scrolling Increment: 0

PSOMAS

City Of Ukiah Land Survey Services

Psomas
Les Carter Jr. - Office: 530-863-3632; Mobile: 805-503-3632

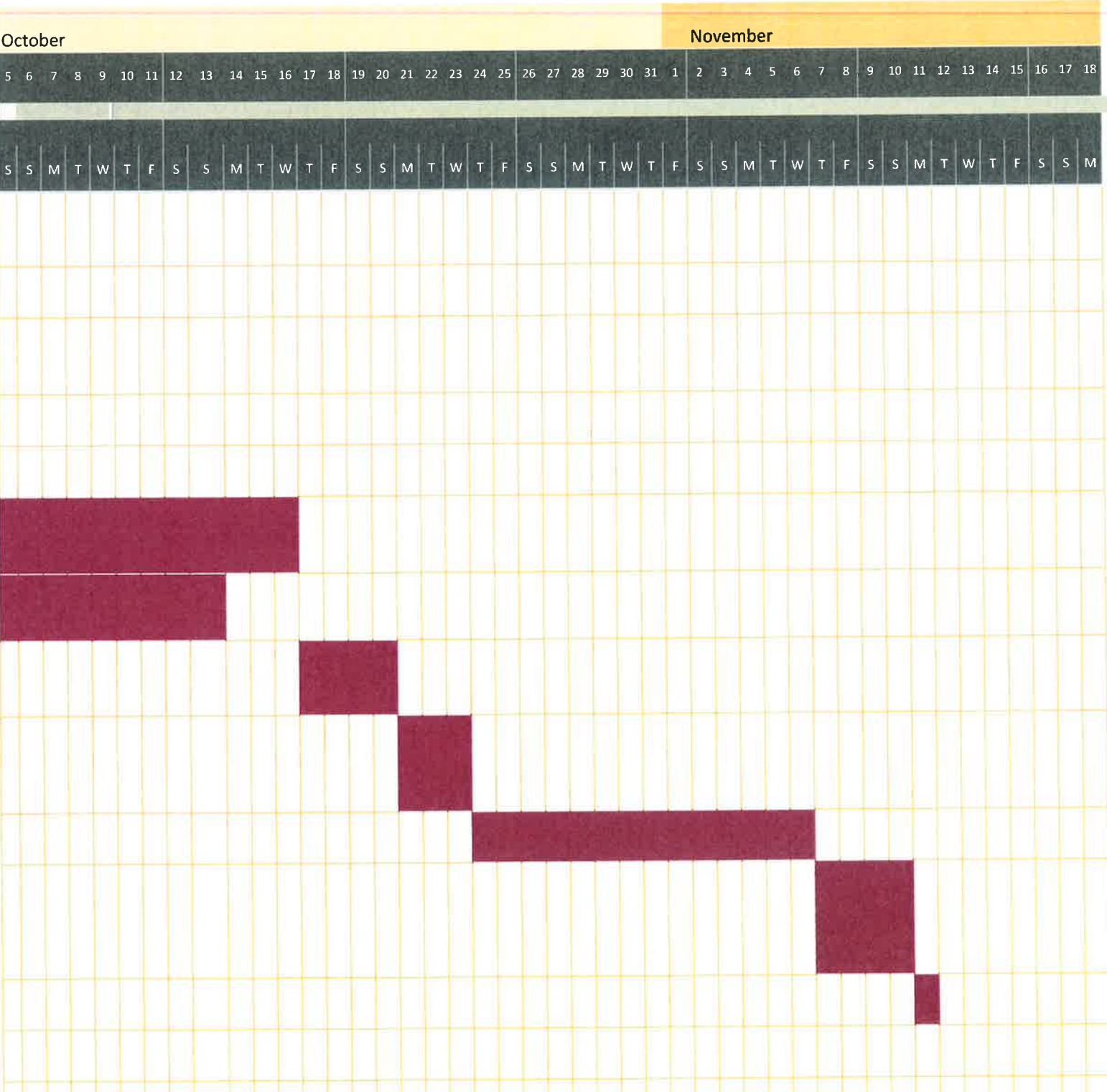
Project Start Date: 9/9/2019

Scrolling Increment: 26

Legend:

Surveying

Project Description	Assigned To	Start	No. Calendar Days
Prepare Legal Descriptions and Annexation Drawings	Lester E. Carter Jr., PLS Survey Project Manager		
Compile and Review Land Records; Agency Coordination	Manny Jarquin	9/10/2019	4
Field Package for Survey Crew; Mobilization to set GPS Control and Property Corner Recovery	Les Carter; Survey Crew	9/14/2019	4
Field Survey Data Reduction and QC	Les Carter	9/18/2019	1
Parcel Boundary Mapping	Manrique Jarquin; Brad Hampshire	9/19/2019	11
Prepare Exhibit Drawings and Legal Descriptions	Manrique Jarquin, Brad Hampshire	9/30/2019	17
Prepare Utility Schematics and Statement of Water Availability	Les Carter; Rob Jacobson	9/30/2019	14
Surveyor II, PM/PLS QA/QC Review	Les Carter, Manrique Jarquin	10/17/2019	4
Submit preliminary deliverables for City's review and comments.	Ruth Smith	10/21/2019	3
10 Days for City's Review	City Staff	10/24/2019	14
Psomas to address City's comments; Make revisions and prepare final documents and deliverables.	Les Carter, Manrique Jarquin, Brad Hampshire, Rob Jacobson	11/7/2019	4
Task 10e: Final Deliverables by 6/10/19	Ruth Smith, Les	11/11/2019	1
Total Calendar Days:			77



Experience / References

SURVEYING SERVICES

- Boundary Surveys
- Aerial Control Surveys
- Digital Orthophotography
- Aerial Photography
- Records of Survey
- Right-of-Way Engineering & Mapping
- Appraisal Maps
- Utility Detection & Mapping
- Legal Descriptions & Plats
- Acquisition Documents
- Topographic Mapping
- ALTA Surveys
- Geodetic Control Surveys
- GPS Surveys
- GPS RTK/RTN Surveys
- Construction Staking
- GIS Data Collection & Integration
- Monument Identification & Integration
- Monitoring Surveys
- Eminent Domain Support

FIRM INTRODUCTION

Psomas began as a survey company in 1946. Since then, we have grown to be the leading provider of surveying services in the Western United States. With a company-wide surveying staff of 177 people, including 41 California licensed land surveyors, we have the ability to provide design support mapping and right of way surveying on large scale projects for public and private sector clients. Our surveyors have in-depth experience of the dynamics involved with flood risk reduction projects, and have a performance history that met or exceeded the survey needs and requirements of high-level design teams and the agencies that support and approve these projects. We have built a reputation within the design industry as land survey experts that are responsive, innovative, and client service oriented.

REFERENCES

Despite how proud we are of our performance, we recognize that the true measure of our success is the satisfaction of our clients. We encourage you to contact the following references as they can provide specific information regarding our performance and ability to meet the requirements of the project.

REFERENCE TABLE

David Morrow, Senior Engineer - SSWD
Phone: 916-679-3988 | Email: dmorrow@sswd.org
Project: SSWD and District Boundary Map

Brent Smith, Deputy Director Technical Services - PCWA
Phone: 530-823-4848 | Email: bsmith@pcwa.net
Project: PCWA District 6 Boundary Map

Shana Alley, Administrator-Treasurer - SCFPD
Phone: 530-414-3846
Project: SCFPD 1 Mapping

Terry Rodrigue, Principal - InterWest, Inc.
Phone: 714-899-9039 | Mobile: 303-549-7776
Project: City of Elk Grove Annexation

Jonathan O'Farrell; Principal
O'Farrell and Associates (AGUBC Committee)
Phone: 916-952-8935 | Email: ofarrellj@comcast.net
Project: Legal Description and Boundary Map for AGUBC

Todd Smith, Senior Land Planner, Government Relations
Crown Castle, LLC
Phone: 805-709-6823 | Email: t.smith@sure-site.com
Project: City of San Luis Obispo, Orcutt Area Annexation and County of Santa Barbara, Rice Ranch Annexation

PROJECT EXPERIENCE

The Psomas Team has extensive experience in performing the coordination, due diligence research, review of land records for determining district and municipal boundaries and the field surveying necessary to establish the legal property boundaries and right of way for the preparation of legal descriptions, maps and exhibits in accordance with State Board of Equalization's Standards. We have performed these services for many public agencies, water, and utility districts in support of their successful LAFCo application processes. Our applicable project experience and capabilities are represented in the following project summaries.

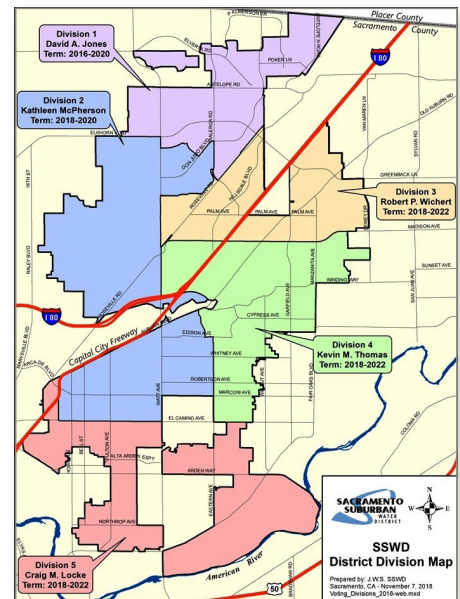
Sacramento Suburban Water District (SSWD) Legal and District Boundary Map

Sacramento, CA

CLIENT REFERENCE

David Morrow, Senior Engineer
SSWD
Phone: 916-679-3988
Email: dmorrow@sswd.org;

Psomas was selected by SSWD to determine the District's cadastral boundary utilizing the available record maps and land records including grant and vesting deeds. The scope of work included tying the property boundaries into the NAD83 Zone II coordinate system. Psomas field surveyors located sufficient corner monuments to determine and plot the boundary for the District's legal boundary. Psomas produced a composite archival quality hard copy Base Map together with AutoCAD 2018 Civil 3D .DWG and ArcGIS .SHP format. See Attachment A-5 for legal and district boundary map.



SSWD Updated District Boundary Map

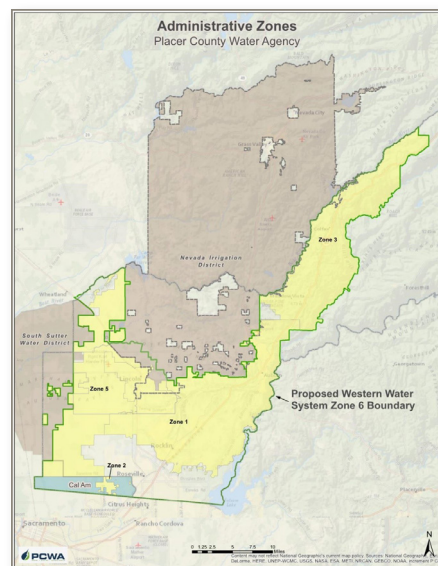
Placer County Water Authority (PCWA) District 6 Boundary Map

Placer County, CA

CLIENT REFERENCE

Brent Smith, Deputy Director
Technical Services
PCWA
Phone: 530-823-4848
Email: bsmith@pcwa.net

Under our On-Call Services Agreement with PCWA, Psomas was selected to prepare a District Boundary CAD/GIS Map. The horizontal datum for this boundary was NAD83 California State Zone II. Psomas services included: 1) Analyze and map approximately 64 record documents provided by PCWA to confirm boundaries of existing Zones 1, 2, 3 & 5, 2) and research other public documents to confirm NID, SSWD and any other adjoining jurisdictions affecting the proposed Zone 6 boundaries. 2) Compile detailed existing Zone 1,2,3 & 5 boundary and proposed boundary exhibit/work sheet for review and confirmation by PCWA. 3) Prepare legal description and exhibit map for proposed Zone 6 District Boundary. 4) Submit to PCWA for review and comment. 5) Revise as needed and follow thru coordination for acceptance. *See Attachment A-4 for Resolved Boundary Overlay Exhibit.*



PCWA District 6, Updated District Boundary Map

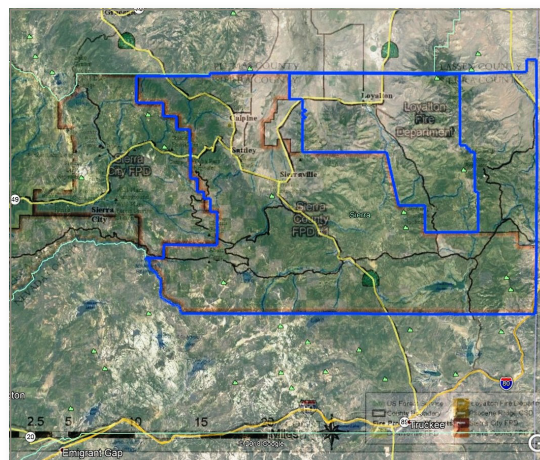
Sierra County Fire Prevention District (SCFPD) 1 Mapping

Placer County, CA

CLIENT REFERENCE

Shana Alley, Administrator-Treasurer
SCFPD
Phone: 530-414-3846
Jeff McCullem, Battalion Fire Chief
SCFPD
Phone: 530-414-3846

Sierra County Fire Prevention District (SCFPD) #1 selected Psomas to prepare an update to the District's existing Boundary Map. Psomas performed due diligence research of the available land records and prepared an updated Boundary Map in accordance with State Board of Equalization Standards. Psomas professional services were provided within the allocated budget and fully met the project's scope of work and schedule. The new Boundary Map formed a basis for SCFPD#1 to improve coordination with adjacent fire districts in providing fire protective services to the District and the neighboring communities. *See Attachment A-3 for example deliverables.*



Sierra County Updated District Boundary Map

City of Elk Grove Annexation

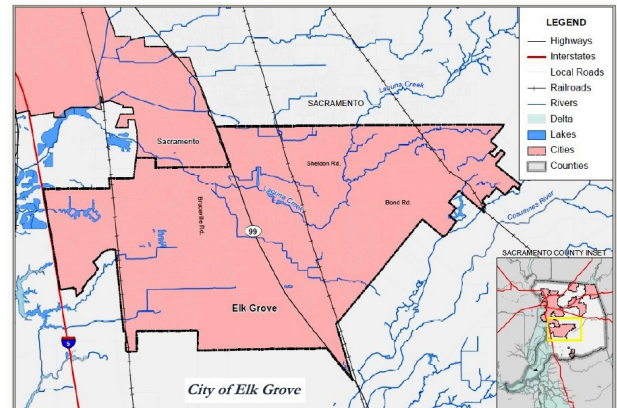
Elk Grove, CA

CLIENT REFERENCE

Terry Rodrigue, Principal
InterWest, Inc.
Phone: 714-899-9039
Mobile: 303-549-7776

The City of Elk Grove selected Psomas to provide staff support and prepare legal descriptions and exhibit drawings of the boundaries of the community areas to be Annexed in support of their LAFCo application to Sacramento County.

A key purpose of the Annexation was to amend the City of Elk Grove's Sphere of Influence to include the communities of Laguna West, Stonelake, and Lakeside. Also, to approve the Annexation of Laguna West Area which included the communities of Laguna West, Stonelake, and Lakeside, to the City of Elk Grove, effective December 15, 2003. The Annexations were approved per the terms and conditions set forth and described in LAFCo Resolution No. 1261. This also included preparation of the legal description for the new Community Services District. A copy of the legal description for the existing and annexation area is included in Attachment A-1.



City of Elk Grove Boundary Map

Legal Description and Boundary Map for Agricultural Groundwater Users of Butte County (AGUBC)

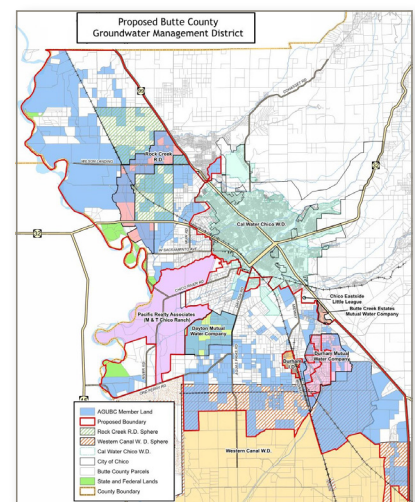
Butte County, CA

CLIENT REFERENCE

Jonathan O'Farrell, Principal,
O'Farrell and Associates (AGUBC
Committee)
Phone: 916-952-8935
Email: ofarrellj@comcast.net

Judy Stolen; Principal, Chico Map
Works/Consulting
Email: jstolen@chicomapworks.
com

Psomas was recently selected by the Ground Water Users of Butte County (AGUBC) to prepare a boundary map and legal description for a proposed new District Boundary. AGUBC will submit the Legal Description and new Boundary Map to Mendocino County LAFCo and State Board of Equalization. The proposed district boundary covers approximately 97,000 square miles and includes hundreds of record map, deeded parcel boundaries and sectionalized lands. Psomas has completed the due diligence, deed research and coordination with the various adjacent Water Districts and are close to completing the Boundary Map and Legal Description. Examples of our deliverables for this and other projects for AGUBC are included as Attachment A-2.



Proposed Butte County Groundwater Management District

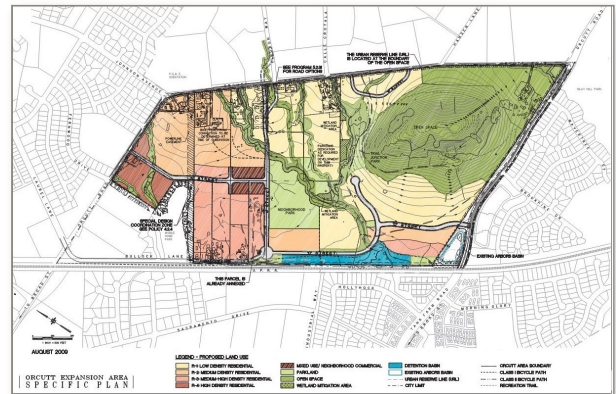
City of San Luis Obispo, Orcutt Area Annexation

San Luis Obispo, CA

CLIENT REFERENCE

Todd Smith, Senior Land Planner
Cannon Corporation
Phone: 805-544-7407
Email: todds@cannoncorp.us

In March 2010, the San Luis Obispo City Council approved the Final Draft of the Orcutt Area Specific Plan (OASP) and Final Environmental Impact Report (FEIR) which approved the annexation into the City. As a result of the November 15th special election, the annexation of the Orcutt Area was finalized on November 16, 2011 and the historical Orcutt Area is now a part of the City of San Luis Obispo. While Director of Surveys at Cannon Corporation, Mr. Carter performed the preliminary review of Title Reports, grand deeds and Record Maps for the determination of the legal boundary for the project. Mr. Carter served in Responsible Charge of Cannon Corporation's preparation of a boundary survey map and legal descriptions for the area. *See Attachment A-6 for the Rice Ranch Annexation Legal and Exhibits.*



City of San Luis Obispo, Orcutt Expansion Area Specific Plan

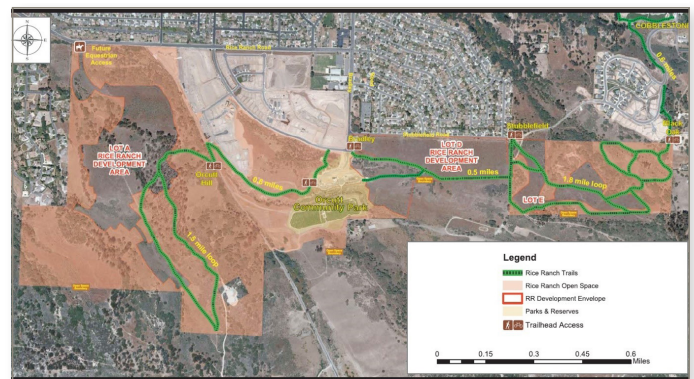
County of Santa Barbara, Rice Ranch Annexation

Santa Barbara County, CA

CLIENT REFERENCE

Todd Smith, Senior Land Planner
Government Relations
Crown Castle and Associates
Phone: 805-709-6823
Email: t.smith@sure-site.com

In February 2007 the Rice Ranch Reorganization included Annexations to Laguna County Sanitation District, North County Lighting District and County Service Districts and covered approximately 586 acres adjacent to and south of Rice Ranch Road near Santa Maria in Santa Barbara County. During 2007 while serving as Director of Surveys at Cannon Corporation, Lester performed review of Title Reports, grand deeds and record maps for the determination of the legal boundary for the project. Lester supervised the preparation of a Record of Survey Map an ALTA Survey and preparation of the Legal Description and Boundary Map for the annexation application to Santa Barbara County. *See Attachment A-7 for the Rice Ranch Annexation ALTA/ACSM Surveying and Mapping Legal and Exhibits.*



Rice Ranch Community Plan

ATTACHMENT A-1

City of Elk Grove Annexation Legal Description

Page 1 of 2

Description of Territory to be Annexed: Public convenience and necessity require, and this City Council proposes and intends, that the City Council annex certain territory to the Community Facilities District. The territory to be annexed is described in a map entitled "Annexation Map No.10 of Community Facilities District No. 2003-2 (Police Services), City of Elk Grove, County of Sacramento" which is on file with the City Clerk. The City Clerk is hereby authorized and directed to endorse the certificates set forth on the map and to record the map in accordance with the provisions of Section 3111 of the Streets and Highways Code of the State of California.

Description of Territory Included in Existing Community Facilities District: The boundaries of the territory currently included in the (CFD) are described in a map entitled "Amended Map of District Boundaries, Community Facilities District No. 2003-2 (Police Services), City of Elk Grove, Sacramento County, State of California," recorded on November 18, 2003, in Book 97 of Maps of Assessment and Community Facilities Districts at page 7 in the office of the Sacramento County Recorder; a map entitled "Annexation Map NO.1 of Community Facilities District No. 2003-2 (Police Services), City of Elk Grove, Sacramento County, State of California," recorded on March 15, 2004, in Book 98 of Maps of Assessment and Community Facilities Districts at Page 12 in the office of the Sacramento County Recorder; a map entitled "Annexation Map NO.2 of Community Facilities District No. 2003-2 (Police Services), City of Elk Grove, Sacramento County, State of California," recorded on May 24, 2004, in Book 98 of Maps of Assessment and Community Facilities Districts at Page 19 in the office of the Sacramento County Recorder; a map entitled "Annexation Map No.3 of Community Facilities District No. 2003-2 (Police Services), City of Elk Grove, Sacramento County, State of California," recorded on August 11, 2004 in Book 99 of Maps of Assessment and Community Facilities Districts at Page 11 in the office of the Sacramento County Recorder; a map entitled "Annexation Map NO.4 of Community Facilities District No. 2003-2 (Police Services), City of Elk Grove, Sacramento County, State of California" recorded on November 15, 2004 in Book 99 of Maps of Assessment and Community Facilities Districts at page 22 in the office of the Sacramento County Recorder; a map entitled Annexation Map No.5 of Community Facilities District No. 2003-2 (Police Services), City of Elk Grove, Sacramento County, State of California," recorded on March 25, 2005, in Book 20050325 of Maps of Assessment and Community Facilities Districts at Page 45 in the office of the Sacramento County Recorder; a map entitled Annexation Map No.6 of Community Facilities District No. 2003-2 (Police Services), City of Elk Grove, Sacramento County, State of California," recorded on May 24, 2005, in Book 100 of Maps of Assessment and Community Facilities Districts at Page 20 in the office of the Sacramento County Recorder; a map entitled Annexation Map No. 7 of Community Facilities District No. 2003-2 (Police Services), City of Elk Grove, Sacramento County, State of California," recorded on September 14, 2005 in Book 101 of Maps of Assessment and Community Facilities Districts at page 7 in the office of the Sacramento County Recorder;

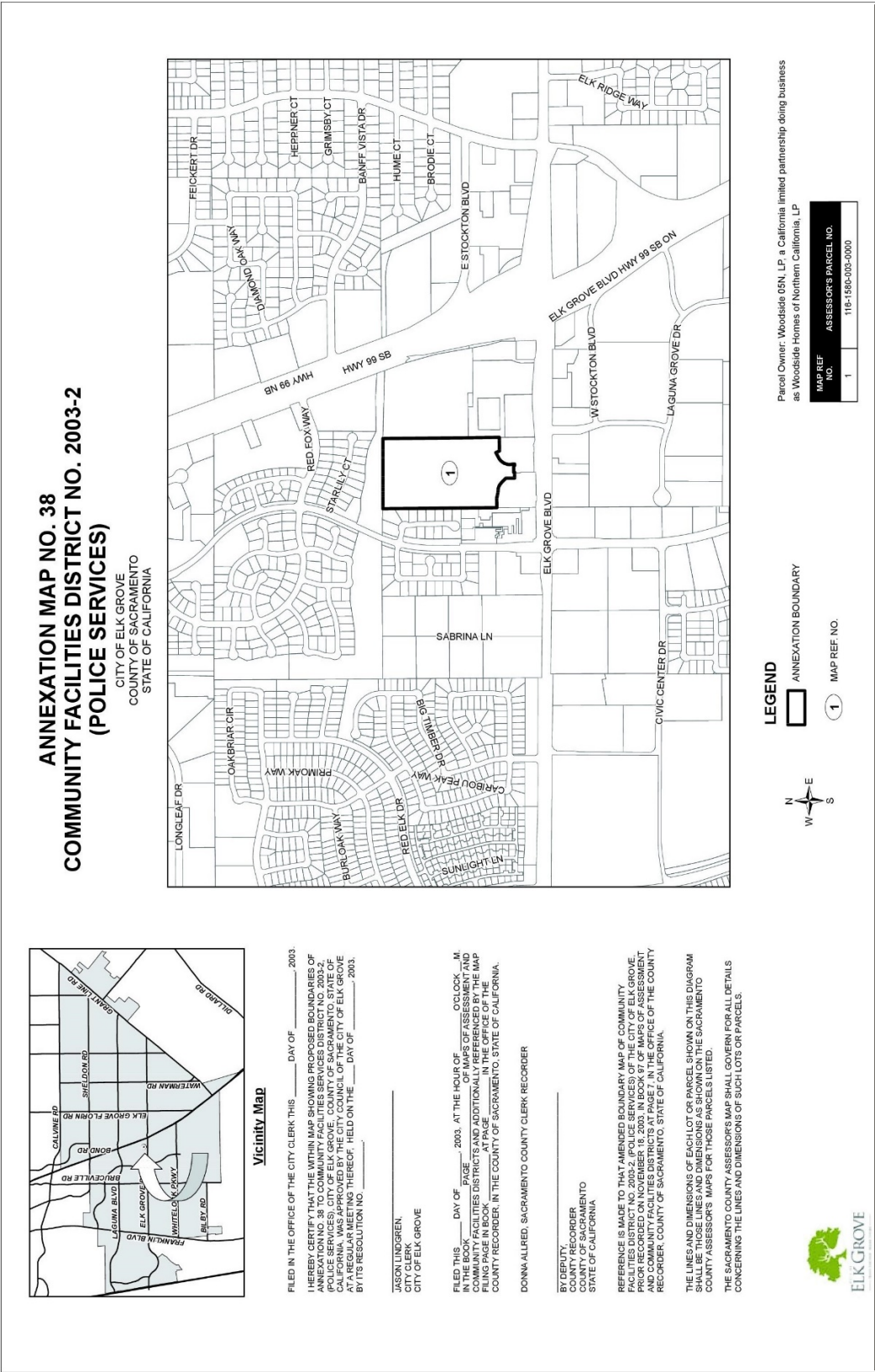
ATTACHMENT A-1

City of Elk Grove Annexation Legal Description

Page 2 of 2

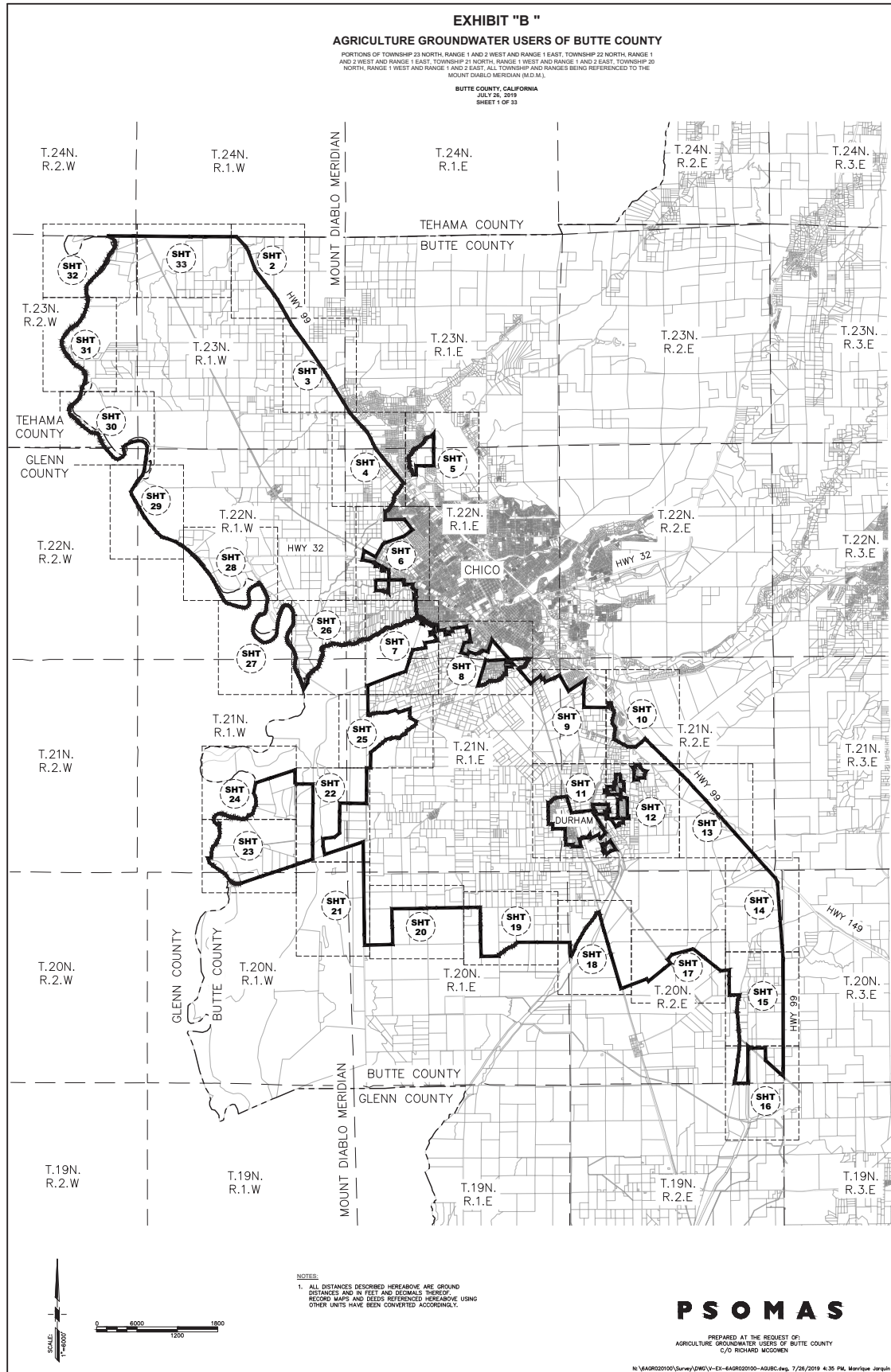
A map entitled Annexation Map No.8 of Community Facilities District No. 2003-2 (Police Services), City of Elk Grove, Sacramento County, State of California," recorded on September 14,2005 in Book 101 of Maps of Assessment and Community Facilities Districts at page 8 in the office of the Sacramento County Recorder; a map entitled Annexation Map NO.9 of Community Facilities District No. 2003-2 (Police Services), City of Elk Grove, Sacramento County, State of California," recorded on November 23, 2005 in Book 101 of Maps of Assessment and community Facilities Districts at page 26 in the office of the Sacramento County Recorder; a map entitled "Annexation Map No. 10 of Community Facilities District No. 2003-2 (Police Services), City of Elk Grove, Sacramento County, State of California," recorded on February 22, 2006, in Book 101 of Maps of Assessment and Community Facilities Districts at page 34 in the office of the Sacramento County Recorder.

ATTACHMENT A-1
City of Elk Grove Annexation - Example APN Plat



ATTACHMENT A-2

Butte County AGUBC; Proposed Tuscan Water District Legal and Boundary Map



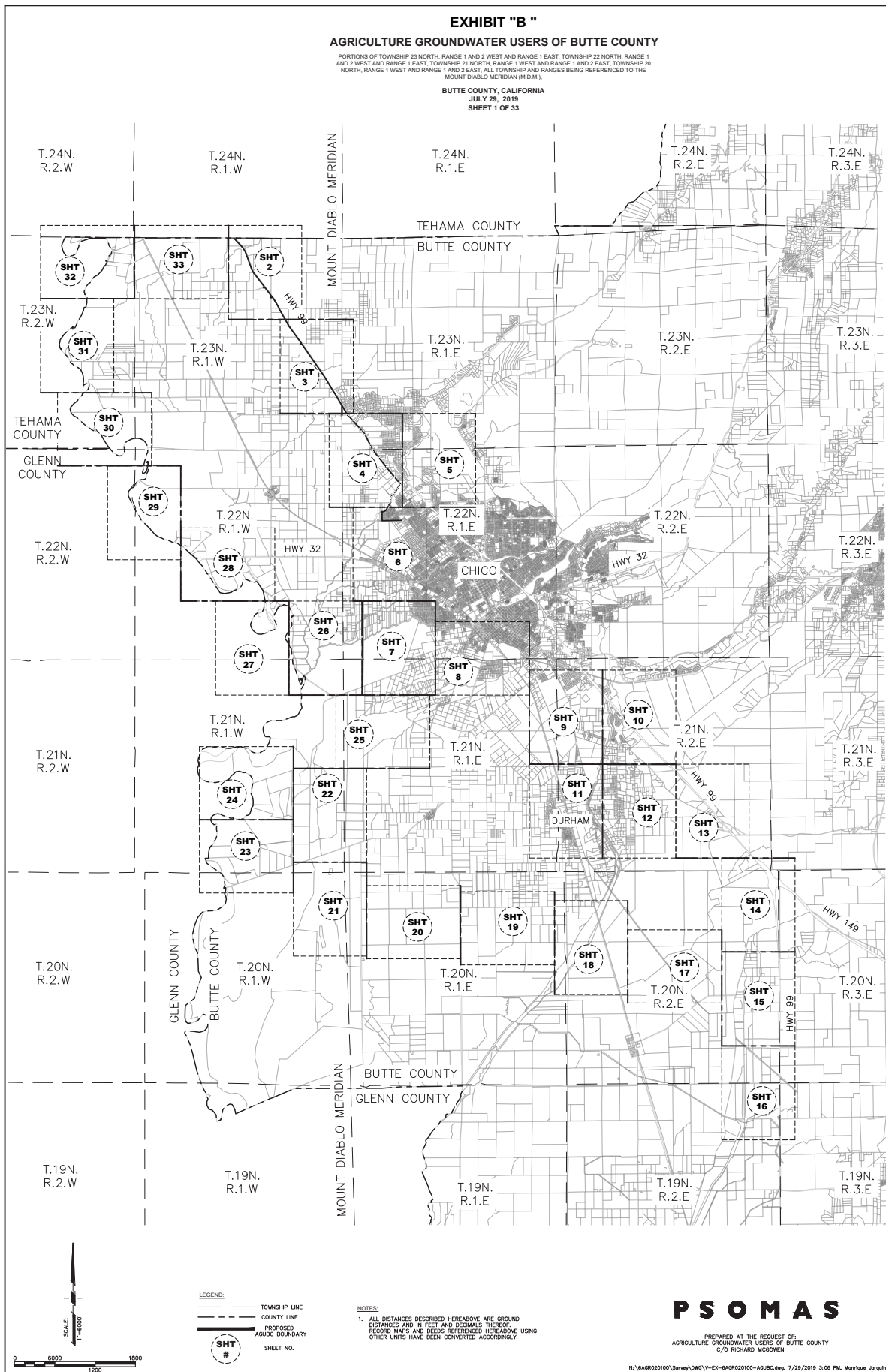
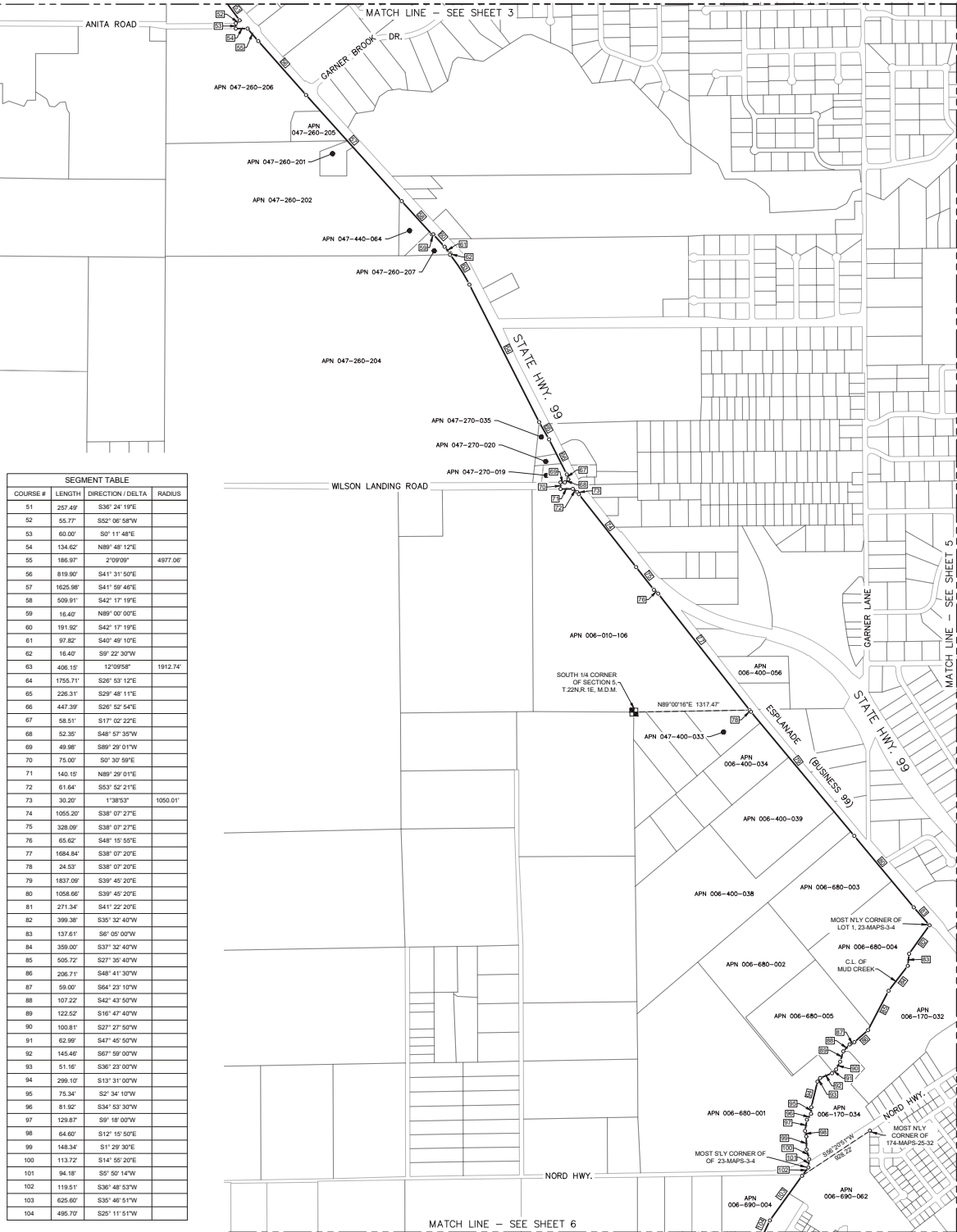
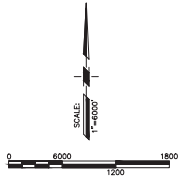


EXHIBIT "B " AGRICULTURE GROUNDWATER USERS OF BUTTE COUNTY

BUTTE COUNTY, CALIFORNIA
JULY 29, 2019
SHEET 4 OF 33



COURSE #	LENGTH	DIRECTION / DELTA	RADIUS
51	257.49	S36° 24' 19"E	
52	55.77	S52° 06' 58"W	
53	60.00	S0° 11' 48"E	
54	134.62	N89° 48' 12"E	
55	186.97	2° 09' 09"	4877.06'
56	819.90	S41° 31' 50"E	
57	1625.98	S41° 59' 46"E	
58	509.91	S42° 17' 19"E	
59	16.40	N89° 00' 00"E	
60	191.92	S42° 17' 19"E	
61	97.82	S40° 49' 10"E	
62	16.40	S9° 22' 30"W	
63	426.19	12° 09' 59"	1912.74'
64	1756.71	S26° 53' 12"E	
65	226.31	S29° 48' 11"E	
66	447.39	S26° 52' 54"E	
67	58.51	S17° 02' 22"E	
68	52.35	S48° 57' 30"W	
69	49.98	S89° 29' 01"W	
70	75.00	S0° 30' 59"E	
71	140.15	N89° 29' 01"E	
72	61.64	S53° 52' 21"E	
73	30.20	1° 38' 53"	1050.01'
74	1055.20	S38° 07' 27"E	
75	328.09	S38° 07' 27"E	
76	65.62	S48° 15' 59"E	
77	1684.84	S38° 07' 20"E	
78	24.53	S38° 07' 20"E	
79	1837.09	S39° 45' 20"E	
80	1058.66	S39° 45' 20"E	
81	271.34	S41° 22' 20"E	
82	399.38	S35° 32' 40"W	
83	137.61	S6° 05' 00"W	
84	359.00	S37° 32' 40"W	
85	505.72	S27° 35' 40"W	
86	206.71	S48° 41' 30"W	
87	59.00	S64° 23' 10"W	
88	107.22	S42° 43' 50"W	
89	122.52	S16° 47' 40"W	
90	100.81	S27° 27' 50"W	
91	62.99	S47° 45' 50"W	
92	145.46	S67° 59' 00"W	
93	51.16	S36° 23' 00"W	
94	299.10	S13° 31' 00"W	
95	75.34	S2° 34' 10"W	
96	81.92	S34° 53' 30"W	
97	129.87	S9° 18' 00"W	
98	64.60	S12° 15' 50"E	
99	148.34	S1° 29' 30"E	
100	113.72	S14° 55' 20"E	
101	94.18	S5° 50' 14"W	
102	119.51	S36° 48' 53"W	
103	625.60	S35° 46' 51"W	
104	495.70	S25° 11' 51"W	



LEGEND:

PROPOSED AGRICULTURE GROUNDWATER USER'S BOUNDARY

PARCEL LINE

APN

COURSE NUMBER

NOTES:

1. ALL DISTANCES DESCRIBED HEREABOVE ARE GROUND DISTANCES AND IN FEET AND DECIMALS THEREOF. RECORD MAPS AND DEEDS REFERENCES HEREABOVE USING OTHER UNITS HAVE BEEN CONVERTED ACCORDINGLY.

PSOMAS

PREPARED AT THE REQUEST OF:
AGRICULTURE GROUNDWATER USERS OF BUTTE COUNTY
C/O RICHARD MCGOWEN

N:\AGRO2020\Survey\DWG\11-EX-6A0R20100-AGUBC.dwg, 7/29/2019 3:06 PM, Marique Jorgin

EXHIBIT "A"
LEGAL DESCRIPTION**AGRICULTURE GROUNDWATER USERS OF BUTTE COUNTY (AGUBC)**

All that real property situate in the County of Butte, State of California, being portions of Township 23 North, Range 1 and 2 West and Range 1 East, Township 22 North, Range 1 and 2 West and Range 1 East, Township 21 North, Range 1 West and Range 1 and 2 East, Township 20 North, Range 1 West and Range 1 and 2 East, all Township and Ranges being referenced to the Mount Diablo Meridian (M.D.M.), described as follows:

BEGINNING at point on the north line of Section 4 of said Township 23 North, Range 1 West, said point being North 89°42'25" West 276.89 feet from the northeast corner of said Section 4, said point also being a point on the westerly right-of-way line of State Highway 99, as shown on that certain "Record of Survey" recorded in Book 133 of Maps at Pages 3-8, and Butte County Records (B.C.R.) , thence from said **POINT OF BEGINNING** along said westerly right-of-way line the following eight (8) courses:

1. (1) South 42°57'25" East 1,728.94 feet to the beginning of a curve, concave southwesterly, having a radius of 2,950.00 feet;
2. (2) southeasterly along said curve, through a central angle of 23°02'00", an arc distance of 1,185.92 feet;
3. (3) South 19°55'25" East 537.01 feet;
4. (4) South 70°09'00" West 0.76 feet;
5. (5) South 19°51'00" East 1,928.20 feet to the beginning of a curve, concave northeasterly, having a radius of 2,150.02 feet;
6. (6) southeasterly along said curve, through a central angle of 17°31'00", an arc distance of 657.31 feet;
7. (7) South 37°22'00" East 1,189.45 feet;
8. (8) South 37°28'38" East 999.71 feet to a point on said westerly right-of-way designated as "F510" on that certain "Record of Survey" recorded in Book 182 of Maps at Pages 1-

21, B.C.R.; thence continuing along said westerly right of way as shown on last said "Record of Survey" the following sixty-eight (68) courses:

9. (1) South 37°28'38" East 375.00 feet;
10. (2) South 07°00'36" East 98.62 feet;
11. (3) South 66°46'18" West 124.43 feet to a point on the northerly right of way line of Broyles Road;
12. (4) South 15°45'06" East 67.08 feet to a point on the southerly right of way line of Broyles Road;
13. (5) North 74°04'07" East 158.77 feet;
14. (6) South 69°50'40" East 88.80 feet;
15. (7) South 37°28'38" East 1,443.63 feet;
16. (8) South 00°45'21" West 167.13 feet to the beginning of a non-tangent curve, concave easterly, having a radius of 190.00 feet; and to which beginning a radial line bears South 51°17'20" East {reverse direction};
17. (9) southerly along said curve, through a central angle of 38°09'08", an arc distance of 126.52 feet;
18. (10) South 09°35'03" East 56.77 feet to a point on the westerly right of way line of Hamilton North Cana Highway;
19. (11) South 89°26'25" East 60.00 feet to a point on the easterly right of way line of Hamilton North Cana Highway;
20. (12) North 10°42'14" East 56.77 feet to the beginning of a non-tangent curve, concave southeasterly, having a radius of 110.00 feet; and to which beginning a radial line bears South 89°26'29" East {reverse direction};
21. (13) northeasterly along said curve, through a central angle of 51°57'49", an arc distance of 99.76 feet;
22. (14) South 71°49'06" East 102.95 feet;
23. (15) South 37°28'38" East 156.91 feet to the beginning of a curve, concave southwesterly, having a radius of 3,450.02 feet;

24. (16) southeasterly along said curve, through a central angle of $08^{\circ}19'39''$, an arc distance of 501.44 feet;
25. (17) South $29^{\circ}08'58''$ East 284.39 feet;
26. (18) North $60^{\circ}51'00''$ East 19.49 feet;
27. (19) South $29^{\circ}14'29''$ East 989.86 feet;
28. (20) North $89^{\circ}47'33''$ West 36.11 feet to a point being South $89^{\circ}47'33''$ East 1135.94 feet from the northwest corner of Section 14 of said Township 23 North, Range 1 West;
29. (21) South $29^{\circ}13'57''$ East 2,902.65 feet to the beginning of a curve, concave northeasterly, having a radius of 2,680.46 feet;
30. (22) southeasterly along said curve, through a central angle of $06^{\circ}53'20''$, an arc distance of 322.28 feet;
31. (23) South $36^{\circ}07'17''$ East 2,560.83 feet to the beginning of a curve, concave southwesterly, having a radius of 20,613.62 feet;
32. (24) southeasterly along said curve, through a central angle of $01^{\circ}02'03''$, an arc distance of 372.05 feet;
33. (25) South $00^{\circ}47'05''$ West 65.88 feet;
34. (26) South $75^{\circ}36'39''$ West 75.34 feet to a point on the northerly right-of-way line of Cana Highway;
35. (27) South $00^{\circ}04'32''$ East 60.00 feet to a point on the southerly right-of-way line of Cana Highway;
36. (28) South $88^{\circ}01'46''$ East 178.89 feet;
37. (29) South $34^{\circ}43'53''$ East 5,541.07 feet;
38. (30) South $33^{\circ}03'51''$ East 665.92 feet;
39. (31) South $30^{\circ}49'58''$ East 176.20 feet;
40. (32) South $89^{\circ}59'44''$ East 3.89 feet;
41. (33) South $31^{\circ}21'44''$ East 1,144.56 feet;
42. (34) South $57^{\circ}58'14''$ West 9.11 feet;
43. (35) South $31^{\circ}53'12''$ East 1,250.00 feet;

44. (36) North 58°06'33" East 9.52 feet;
45. (37) South 32°10'53" East 344.22 feet;
46. (38) South 30°53'53" East 667.29 feet;
47. (39) South 21°56'05" East 131.23 feet;
48. (40) South 30°53'19" East 1,049.87 feet;
49. (41) South 30°53'19" East 956.64 feet;
50. (42) South 30°53'19" East 351.36 feet;
51. (43) South 36°24'19" East 257.49 feet;
52. (44) South 52°06'58" West 55.77 feet to a point on the northerly right-of-way line of Anita Road;
53. (45) South 00°11'48" East 60.00 feet to a point on the southerly right-of-way line of Anita Road;
54. (46) North 89°48'12" East 134.62 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 4,977.06 feet; and to which beginning a radial line bears North 50°37'18" East {reverse direction};
55. (47) southeasterly along said curve, through a central angle of 02°09'09", an arc distance of 186.97 feet;
56. (48) South 41°31'50" East 819.90 feet;
57. (49) South 41°59'46" East 1,625.98 feet;
58. (50) South 42°17'19" East 509.91 feet;
59. (51) North 89°00'00" East 16.40 feet;
60. (52) South 42°17'19" East 191.92 feet;
61. (53) South 40°49'10" East 97.82 feet;
62. (54) South 09°22'30" West 16.40 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 1,912.74 feet; and to which beginning a radial line bears South 50°56'50" West {reverse direction};
63. (55) thence southeasterly along said curve, through a central angle of 12°09'58", an arc distance of 406.15 feet;

64. (56) South 26°53'12" East 1,755.71 feet;
65. (57) South 29°48'11" East 226.31 feet;
66. (58) South 26°52'54" East 447.39 feet;
67. (59) South 17°02'22" East 58.51 feet;
68. (60) South 48°57'35" West 52.35 feet to a point on the northerly right-of-way line of Wilson Landing Road;
69. (61) South 89°29'01" West 49.98 feet to a point on the southerly right-of-way line of Wilson Landing Road;
70. (62) South 00°30'59" East 75.00 feet;
71. (63) North 89°29'01" East 140.15 feet;
72. (64) South 53°52'21" East 61.64 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 1,050.01 feet; and to which beginning a radial line bears North 53°28'01" East {reverse direction};
73. (65) southeasterly along said curve, through a central angle of 01°38'53", an arc distance of 30.20 feet;
74. (66) South 38°07'27" East 1,055.20 feet;
75. (67) South 38°07'27" East 328.09 feet;
76. (68) South 48°15'55" East 65.62 feet to a point on the westerly right-of-way of "Esplanade" also known as "Business 99"; thence along said westerly right-of-line the following five (5) courses:
 77. (1) South 38°07'20" East 1,684.84 feet to a point being North 89°00'16" East 1317.47 feet from the west 1/4 corner of Section 5 of said Township 22 North, Range 1 East;
 78. (2) South 38°07'20" East 24.53 feet;
 79. (3) South 39°45'20" East 1,837.09 feet;
 80. (4) South 39°45'20" East 2,895.75 feet;
 81. (5) South 41°22'20" East 271.34 feet to the most northerly corner of Lot 1 of that certain map entitled "Unit No 1 and 1A Chico Norte Estates Subdivision", recorded in Book 23 of Maps, at Pages 3-4, B.C.R.; thence leaving said westerly right of way of "Esplanade"

and along the centerline of "Mud Creek" as shown on last said map the following twenty (20) courses:

82. (1) South 35°32'40" West 399.38 feet;
83. (2) South 06°05'00" West 137.61 feet;
84. (3) South 37°32'40" West 359.00 feet;
85. (4) South 27°35'40" West 505.72 feet;
86. (5) South 48°41'30" West 206.71 feet;
87. (6) South 64°23'10" West 59.00 feet;
88. (7) South 42°43'50" West 107.22 feet;
89. (8) South 16°47'40" West 122.52 feet;
90. (9) South 27°27'50" West 100.81 feet;
91. (10) South 47°45'50" West 62.99 feet;
92. (11) South 67°59'00" West 145.46 feet;
93. (12) South 36°23'00" West 51.16 feet;
94. (13) South 13°31'00" West 299.10 feet;
95. (14) South 02°34'10" West 75.34 feet;
96. (15) South 34°53'30" West 81.92 feet;
97. (16) South 09°18'00" West 129.87 feet;
98. (17) South 12°15'50" East 64.60 feet;
99. (18) South 01°29'30" East 148.34 feet;
100. (19) South 14°55'20" East 113.72 feet;
101. (20) South 05°50'14" West 94.18 feet the most southerly corner of the subdivision boundary line shown on last said map;
102. thence leaving last said subdivision boundary line South 36°48'53" West 119.51 feet to the an angle point on the northwesterly subdivision boundary line shown on that certain map entitled "Creekside Landing Subdivision Unit 1 (S 03-03)" recorded in Book 174 of Maps, at Pages 25-32, B.C.R.; said angle point being South 56°20'51" West 928.22 feet

from the most northerly corner of last said map; thence along the centerline of Mud Creek the following five (5) courses:

103. (1) South 35°46'51" West 625.60 feet;
104. (2) South 25°11'51" West 495.70 feet;
105. (3) South 45°19'51" West 358.30 feet;
106. (4) South 63°06'51" West 219.90 feet;
107. (5) North 82°54'09" West 235.30 feet to the northeast corner of the parcel designated "Remainder" in that certain map entitled "Vesting Subdivision Map, The Orchard Subdivision (S06-16) – Phase 1", recorded in Book 175 of Maps, at Pages 1-5, B.C.R.;
108. thence along the west line of last said map's subdivision boundary South 00°22'09" East 1,366.37 feet to the Southwest corner thereof; said point being on the south line of Section 8 of said Township 22 North, Range 1 East and being North 89°04'45" East 621.90 feet from the Southwest corner of said Section 8; thence along the south line of said Section 8 the following two (2) courses:
109. (1) North 89°04'45" East 2,041.98 feet to the South 1/4 Corner of said Section 8;
110. (2) North 89°16'31" East 843.02 feet.....

Containing XXXXXXXX Acres, more or less.

The above-described real property is identified on Exhibit 'B' attached hereto and made a part hereof.

REVIEW NOTE – THIS NOTE WILL BE REMOVED FROM FINAL LEGAL FOR PRELIMINARY REVIEW ONLY: "Due to the nature of this metes and bounds description, the following narrative is being provided in lieu of the Standard Citation for a Basis of Bearings":

The basis of bearings for this legal description is the cadastral geo-referenced landbase as registered to record “ties and calls” to the Public Land Survey System (PLSS), Caltrans Right-of-Way (ROW), existing adjacent district boundaries, Record Maps, Surveys and Grant Deeds. The referencing ties and call-outs made herein to the PLSS, Caltrans ROW, Record Maps and Deed Corners are clearly noted in the above detailed metes and bounds description.

The record geometry for the AGUBC’s District Boundary (“Bearing and Distances”) was based on the PLSS Survey, Caltrans ROW, Record Maps and Deeds was registered to the PLSS Township line on the North, the westerly Caltrans Highway 99 ROW on the East and the northerly boundary of the Canal Water Districts existing boundary on the south. The geometry of the interior boundaries was also created from similar record information and geo-referenced to the existing improvements and lines of occupation such as existing roadways, streets, water boundaries and historical fence lines.

This legal description and attached Exhibit B drawing are based solely on the available land records. No field surveying was performed. This legal description and attached Exhibit A do not represent a Record of Survey as defined in Section 8762 of the California Business and Professions Code (“Land Surveyors Act”).

All distances described herein are ground distances in U.S. Survey Feet and decimals thereof. The Caltrans Right of Way Maps, other Record Maps and Deeds referenced herein using other measurement units, such as the Caltrans ROW Maps in metric units and deed descriptions described in “chains”, have been converted to U.S. Survey Feet.

End of Description

PRELIMINARY

Agriculture Groundwater Users of Butte County (AGUBC)

July 29, 2019
Page 9 of 9

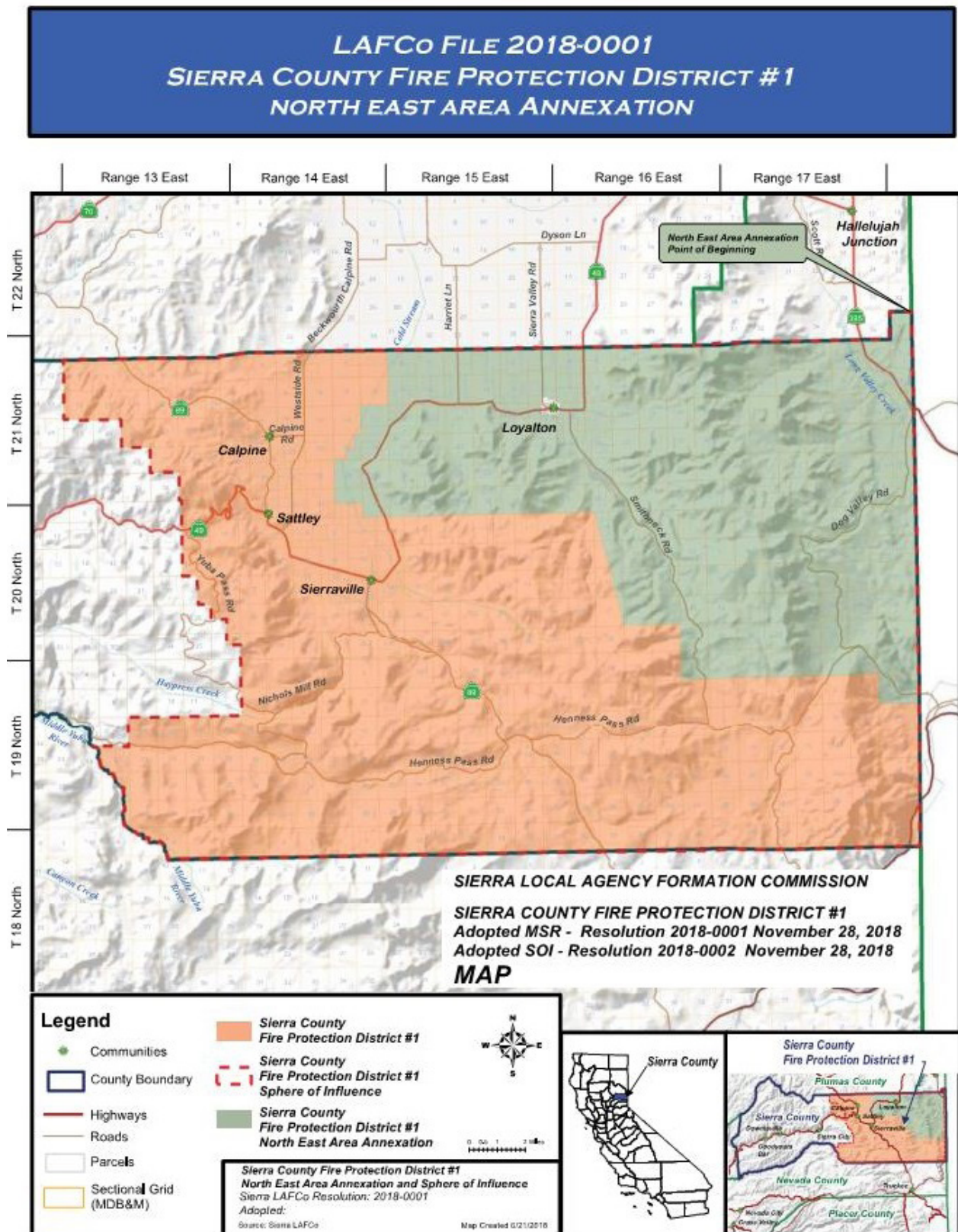


Lester E. Carter Jr., CA. LS No 6148

Date

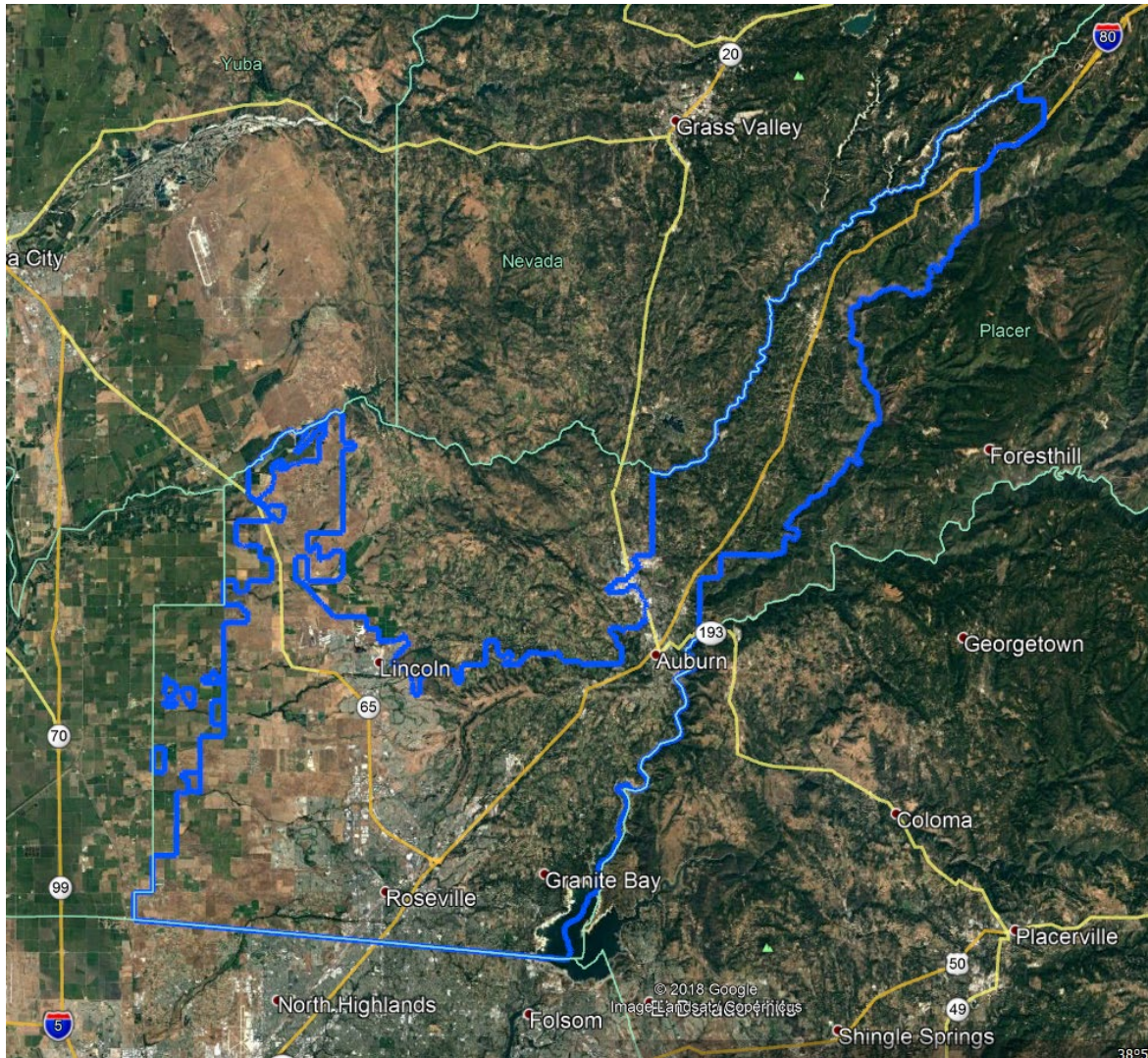
ATTACHMENT A-3

Sierra County Fire Prevention District 1 District Boundary Mapping Exhibit



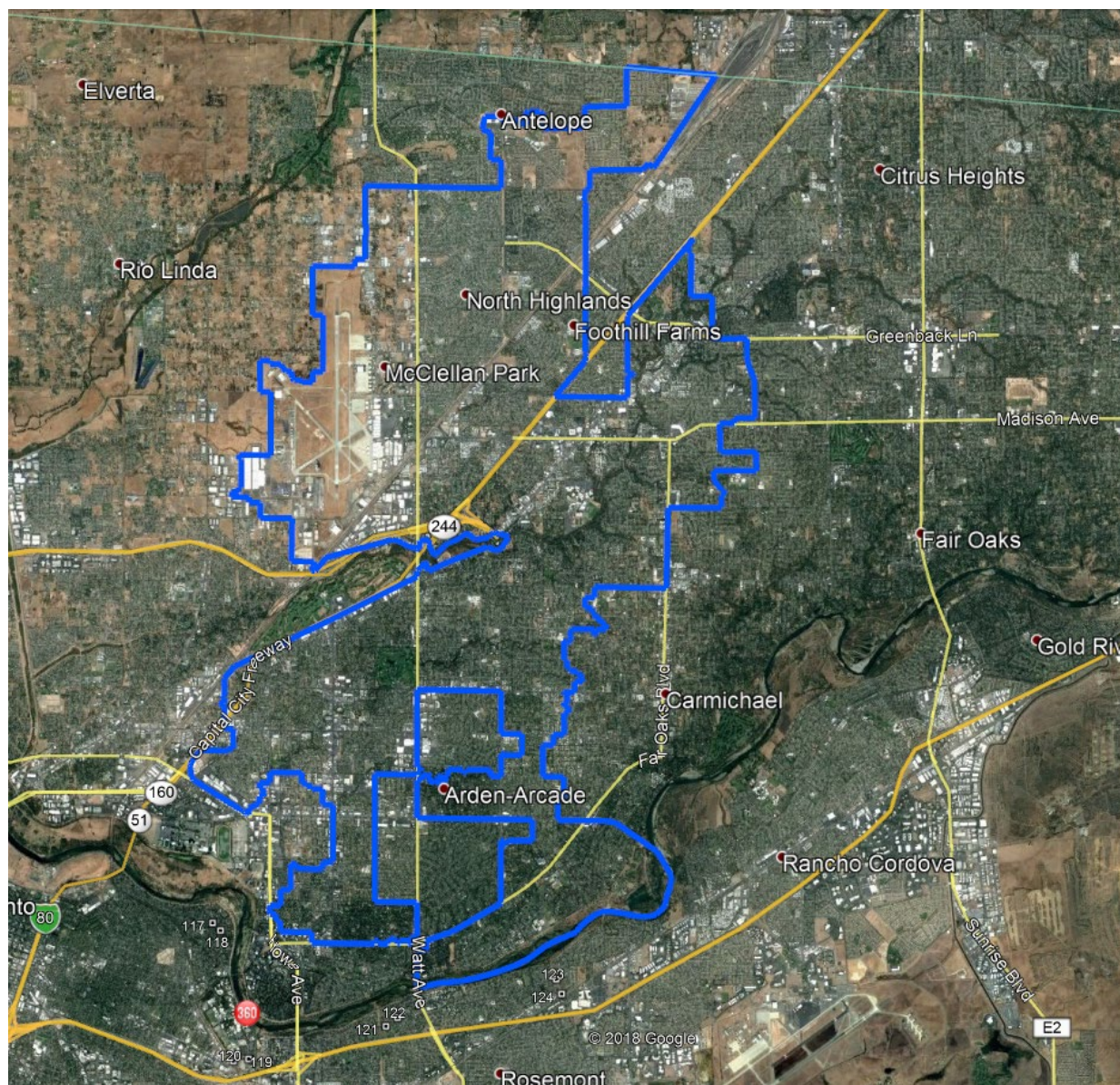
ATTACHMENT A-4

Placer County Water Authority District 6 Boundary Map
Google Earth Overlay of AutoCAD File Prepared by Psomas

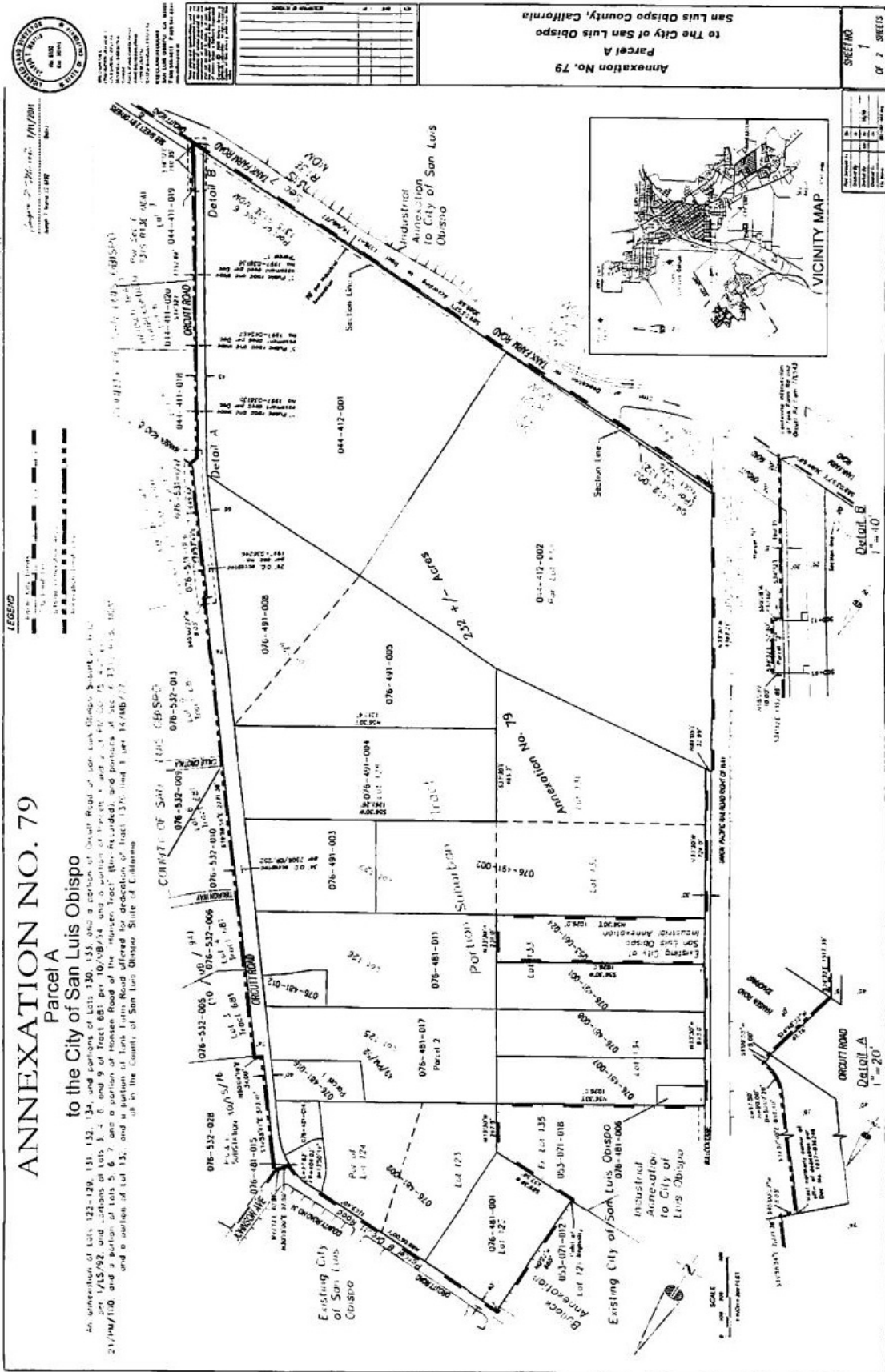


ATTACHMENT A-5

Sacramento Suburban Water District (SSWD); Legal and District Boundary Map
Google Earth Overlay of AutoCAD File Prepared by Psomas



Record of Survey Map



ATTACHMENT A-7

Rice Ranch Annexation Legal and Exhibits

EXHIBIT A

**Rice Ranch Reorganization: Annexation to North County Lighting District / Annexation to the Laguna County Sanitation District/ Annexation to County Service Area No.5
Component One: Annexation to the Laguna County Sanitation District**

Legal Description

Portions of Sections 13, 14 and 23, Township 9 North, Range 34 West, San Bernardino Baseline and Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General more particularly described as follows:

Beginning at a point on the northwesterly corner of Parcel Three, of that parcel of land conveyed by Grant Deed to McCadden Development, LLC., recorded November 24th, 1997, file as Instrument #97-071546 of Official Records in the office of the Recorder for said County, being a 2 inch diameter brass cap stamped "R.H.J., LS 2019" accepted as marking the corner of Sections 14, 15, 22 and 23 of Township 9 North, Range 34 West, San Bernardino Baseline and Meridian as shown on that map filed in Book 25, at Page 117 of Record of Surveys in the office of the Recorder for said County, being a point on the southerly boundary of that annexation to the Laguna County Sanitation District adopted by Resolution #81-117 of the Santa Barbara County Board of Supervisors, on March 16th, 1981;

1. Thence, on the southerly boundary of said annexation to the Laguna County Sanitation District adopted by Resolution #81-117 of the Santa Barbara County Board of Supervisors to the southeast corner thereof, and on the northwesterly boundary of said parcel of land conveyed to McCadden Development, LLC, South 89° 45' 33" East, 737.74 feet to a 2 inch diameter brass cap stamped RCE 3162 marking the Southeast corner of Tract 13,454 according to that map filed in Book 126, at Pages 93 through 96 inclusive of Maps in the office of the Recorder for said County, and shown on that map of Tract 14,636 filed in Book 200, at Pages 93 through 99 inclusive of Maps in the office of the Recorder for said County;
2. Thence, on easterly boundary of said annexation, North 00° 22' 46" East, 1880.72 feet as shown on said map of Tract 14,636 to a ¾ inch diameter iron pipe with tag stamped LS 3485 marking the Northeast corner of Parcel "A" of Parcel Map Number 10,936 filed in Book 5, at Pages 15 of Parcel Maps in the office of the Recorder for said County;
3. Thence, continue on the easterly boundary of said annexation, North 89° 39' 51" West, 5.16 feet as shown on said map of Tract 14,636, to a ¾ inch diameter iron pipe with an illegible tag marking the Southeast corner of Parcel "B" according to the map of Parcel Map No. 12,362 filed in Book 19, at Pages 6 and 7 of Parcel Maps in the office of the Recorder for said County;
4. Thence, leaving the easterly boundary of said annexation to the Laguna County Sanitation District adopted by Resolution #81-117, on the Eastern boundary of said Parcel "B", North 00° 44' 14" East, 792.46 feet to the Southerly line of that easement for public road purposes (Rice

ATTACHMENT A-7

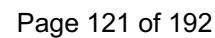
Rice Ranch Annexation Legal and Exhibits Phase I - APN Lot Map



Rice Ranch Annexation Legal and Exhibits



Rice Ranch Annexation Legal and Exhibit ALTA/ACSM Survey Mapping



ATTACHMENT "B"

STATE BOARD OF EQUALIZATION

CHANGE OF JURISDICTIONAL BOUNDARY

REQUIREMENTS FOR STATEMENTS, GEOGRAPHIC DESCRIPTIONS, MAPS AND FEES

SECTIONS 54900 THROUGH 54903, GOVERNMENT CODE

AUGUST 1, 2005

GENERAL REQUIREMENTS

The Tax-Rate Area System is administered by the State Board of Equalization (Board) and used by counties for the proper allocation of property tax revenues between counties, cities, and special tax districts. The requirements and fees described herein apply to all statements filed pursuant to sections 54900 through 54903 of the Government Code.¹ This document is provided as a guideline for the proper submission of geographic descriptions, maps and fees. Copies of this document, the *Statement of Boundary Change* (Form BOE-400-TA), sample map, sample geographic description, and other information are available on the Board's website at www.boe.ca.gov and can be accessed by selecting the Taxes & Fees tab, clicking on Property Tax, and then choosing Special Revenue District Boundaries.

In regard to a jurisdictional boundary change filing, please note the following:

1. The final date to file with the Board for a change of jurisdictional boundary for all special revenue districts is **on or before December 1** of the year immediately preceding the year in which the assessments or taxes are to be levied (*GC § 54902*).
2. **All fees shall accompany the filing.** Make checks payable to the "Board of Equalization." Please reference: Tax Area Services Section, MIC: 59.
3. Mail the completed filing to:

US Postal Delivery

State Board of Equalization
Tax Area Services Section
P.O. Box 942879
Sacramento, CA 94279-0059

FedEx or UPS Delivery

State Board of Equalization
Tax Area Services Section
450 N Street, MIC: 59
Sacramento, CA 95814

Inquiries concerning these requirements should be directed to the Tax Area Services Section at 916-274-3250, or by fax at 916-285-0130.

¹ All references are to the Government Code unless otherwise specified.

Daniel Forgey, PLS

Principal Team Leader



REGISTRATION

2007/CA/Professional Land Surveyor/#8303

/PA/Professional Land Surveyor/#SU075444

EDUCATION

1997/BA/Geography/California State University, Chico

PROFESSIONAL AFFILIATIONS

California Land Surveyors Association

Society of American Military Engineers

International Right of Way Association

American Public Works Association

EXPERIENCE

With Psomas for 13 years; with other firms for 9 years

Dan Forgey is a professional land surveyor with 22 years of surveying and mapping experience. Dan is a Project Manager responsible for coordination and execution of tasks that utilize his expertise in the following areas: boundary and right-of-way resolutions including complex land net preparation for large scale public works projects; topographic design mapping; preparation of legal descriptions and plats; eminent domain exhibits/support; monitoring surveys; construction staking; and verification surveys. He is experienced in geodetic control surveys, utilities surveys, ALTA/ACSM Land Title Surveys, and preparation and processing of records of survey and final maps.

Experience

The Village at Northstar, Truckee, CA: Project Surveyor providing surveying, right-of-way, mapping and staking services for condominiums and infrastructure for this ski resort development. Services included control surveys; topographic surveys; final mapping; building layout; right-of-way engineering; tree surveys; and preparation of legal descriptions and plats for easements for more than five miles of roadways, snow removal easements, utilities easements, and slope easements.

Cirby Way/Roseville Road Improvement Project, Roseville, CA: Project Surveyor responsible for providing the design team with topographic base mapping, utility mapping, and land net boundary survey for this roadway realignment and widening project. The project includes extensive coordination with Union Pacific Railroad (UPRR) and adjacent property developments, including property acquisition of 14 private parcels and a land swap with UPRR.

Regional San (SRCSD/SASD) On-Call Surveying Services, Sacramento, CA: Project Manager for this current on-call contract. Services include legal descriptions and plats, site surveys to facilitate property transfers between agencies, surveys to establish/delineate easement limits, property boundary surveys, sewer manhole surveys, surveys for lot merger, topographic and underground utility surveys.

Beach Lake Levee Right of Way, Freeport, CA: Survey Manager responsible for extensive record research for the determination of land ownership and easement rights centered around a levee built by Army Corps of Engineers on property owned by SASD near Freeport. Because of our extensive experience in rural boundary surveys and easement location surveys, we were able to provide the boundary mapping and staking which played a key role in negotiating a solution which satisfied the needs of the stake holders. Psomas prepared a Record of Survey to establish a public record of the resolved boundaries.

Natomas Central Mutual Water Company (NCMWC) Facility Program, Sutter and Sacramento Counties, CA: Survey Manager for this 2.5 mile earthen irrigation canal built to convey diverted water from the Sacramento River to support agriculture, development and habitat in the Natomas Basin. Services provided include; horizontal and vertical control network, utility relocation surveys, construction staking, settlement monitoring, verification and as-built

surveys as well as legal descriptions and plats for easement acquisition and Lot Line Adjustment processing.

The Plant Commercial Center, San Jose, CA: Project Surveyor responsible for the boundary survey and right-of-way surveys relating to this 55-acre in-fill commercial site in San Jose. Provided services involving surveys of a portion of SR 128, a major off-ramp, and a major arterial street. Prepared a final map for the project together with legal descriptions and plats for utilities and access. Also prepared and processed a lot line adjustment for a “big box” tenant.

Sacramento Area Flood Control Agency (SAFCA) Natomas Levee Improvement Program, Sacramento and Sutter Counties, CA: Lead Project Surveyor for this levee project involving 42+ miles of State and Federal levees and County roads of the Natomas Basin. Services included establishing survey control to Second Order, Class II specifications; providing orthophotography; performing topographic surveys; 1"= 40' base mapping with 1-foot contours, utility surveys; performing boundary surveys, analysis, and land net maps preparation; preparation of right-of-way strip maps, descriptions and exhibits for 200+ acquisitions and land transfers; construction survey support; monitoring; GIS database development, and eminent domain proceedings support.

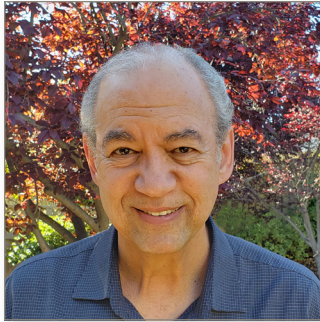
Sacramento Area Flood Control Agency (SAFCA) Levee Accreditation Program, Sacramento, CA: Lead Project Surveyor 50+ miles of urban levees. Provided design support services that included: establishing permanent survey control; design topographic base mapping; detail structure surveys; coordination with DWR on right-of-way surveys performed in MA-9 portion of the project; right-of-way strip mapping to provide details of ownership and rights; and easement evaluation services as requested by the design team and SAFCA.

West Sacramento Area Flood Control Agency (WSAFCA) Southport Early Implementation Program, West Sacramento, CA: Project Surveyor providing independent review of the work provided by two consultants on this project. Performed verification surveys on portions of the project to evaluate accuracy of the data. Prepared a detailed report and met with the consultants and WSAFCA to recommend ways to bring the control, topographic mapping and right of way surveys into compliance with the state and federal requirements and to get both surveys on the same horizontal and vertical datums.

South River Pump Station Flood Protection, West Sacramento, CA: Project Surveyor for this project to provide 100-year flood protection for the South River Pump Station. Services include control surveys, base mapping, boundary and right-of-way surveys, preparation of legal descriptions for the levee, access easements, temporary construction easements, and borrow sites. Prepared a record of survey to document the boundary resolutions performed, monumentation set, and the property acquired for the project. Surveys were based on NAD83, Zone 2 horizontal datum and NAVD88 vertical datum.

Lester E. "Les" Carter, Jr., PLS

Project Manager



REGISTRATION

CA/Professional Land
Surveyor/#6148

EDUCATION

BA/Public Administration/California
State University, San Diego

PROFESSIONAL AFFILIATIONS

California Land Surveyors
Association

American Congress on Surveying
and Mapping

National Society of Professional
Surveyors

Geographic and Land Information
Systems

EXPERIENCE

With Psomas for 1 year; with other
firms for 41 years

"Les" Carter began his land surveying career with the IUOE Local 12-R Survey Apprenticeship for Chief of Party in 1972. His unique experience spans land and shoreline boundary determination, street, highway and pipeline right-of-way research and corridor mapping for right-of-way and easement acquisition, construction surveys for public infrastructure, due diligence and constraints mapping for land development projects, laser scanning, 3-D modeling, GIS development, performing extensive research for lot divisions, preparing record of survey, parcel and final maps. While at the City of San Diego, Les managed the daily operations of Land Survey Department of up to 45 field and office staff. He has provided technical oversight and multilevel coordination between architectural, engineering and design consultants, government agencies, construction contractors and developers.

Experience

Butte County Groundwater District Boundary, Butte County, CA: Project Manager. Psomas was selected by the AGUBC (Agricultural Ground Water Users of Butte County) to prepare a legal description and boundary exhibit map. As Project Manager Mr. Carter had initially prepared the Proposal, Fee Estimate and Schedule. Mr. Carter provided a central point of contact and project oversight for the coordination with the various member water districts that make up the AGUBC. He supervised and managed the compilation of the extensive land records, grant deeds and record maps and managed the Psomas Staff Team performing the research, right of way and boundary analysis and calculations necessary for creating the extensive and detailed district boundary mapping and legal description. See the included project summary and attachments for more information on the project.

Sacramento Area Flood Control Agency (SAFCA) Levee Accreditation

Program, Sacramento, CA: Staff Team 50+ miles of urban levees. Provided design support services that included: establishing permanent survey control; design topographic base mapping; detail structure surveys; coordination with DWR on right-of-way surveys performed in MA-9 portion of the project; right-of-way strip mapping to provide details of ownership and rights; and easement evaluation services as requested by the design team and SAFCA.

SAFCA #1369, Natomas Basin Project, Sacramento County, CA: Staff Team for the federally funded portion of the Natomas Levee Improvement Program which is a continuation of levee, drainage, irrigation and utility improvements. USACE is leading the design, DWR is leading the topographic base mapping efforts and Psomas being the agency surveyor for SAFCA is responsible for assisting in the right of way surveys and acquisition support including right of way strip maps, appraisal exhibits and legal descriptions/plats in accordance with State standards. Communication, integration and coordination play a big role as multiple data sources are utilized.

Experience Prior to Psomas

Base Mapping, Utility Locations and Topographic Survey for BBRE locations, Diablo Canyon Power Plant, Avila Beach, CA: As Principal Surveyor, Mr. Carter provided technical oversight to ensure that stringent survey standards

were maintained. In October 2010, PG&E required utility location and land survey services for the Pre-Access Facility and Pedestrian Tunnel area, new BBRE Security Tower Locations, and CommLink VBS transmitter locations. The scope of work for utility surveying included locating all surface and underground utilities and performing topographic surveys of designated BBRE Security Tower sites for the design of new security towers and wet and dry utilities, including electrical and gas lines, drainage and retaining walls.

Construction Surveying for Center for Science and Mathematics, California Polytechnic University, San Luis Obispo, CA: As Principal Surveyor, Les provided senior-level oversight, quality assurance reviews and coordination for construction survey services. The Center for Science and Mathematics and the adjacent Centennial Park were designated to become Cal Poly's defining landmarks. The 200,000 SF building is located in the heart of campus and was designed to become an intricate part of the future Centennial Park, thus creating a focal point on campus. The scope of work for this project included construction staking; horizontal and vertical control; rough grade; utilities including main and alternate light poles, sewer, waterlines, and storm drains; building layout; masonry walls and enclosures; final grades for curb, gutter, and cross-gutter; utility certification; and foundation bolt certification.

SEMPRA Energy-Micro Station/AutoCAD Data Integration for GIS, San Diego Gas and Electric Utility Undergrounding Program, San Diego, CA: As Senior Land Surveyor for the City of San Diego's Field Engineering Division, Les managed the City survey staff and field crews who performed detailed topographic surveys needed to support of the City's and San Diego Gas and Electric (Sempra Energy) Utility Undergrounding program. The surveys provided locations of overhead, surface, and as-built research of below ground utilities, field and aerial topographic mapping, and digital orthophotography of existing roadway and site improvements, determination, and acquisition of right-of-way and easements for City SDG&E/Sempra projects. Les provided technical oversight of survey staff activities and coordination with City Project Managers, SDG&E, and the San Diego Data Processing Corporation.

Former Guadalupe Oil Field Deconstruction Project, San Luis Obispo County, CA: Principal Surveyor for project coordination and oversight. Part of the deconstruction effort entails the location and mapping of existing transmission lines on the 3,000-acre property. Using GPS technology, multiple survey teams were responsible for collecting survey data for the creation of a 50-point control network. In 12 weeks, 15,000 locations were surveyed and 168 miles of transmission lines with appurtenant features were mapped for input to the GIS database. Rectified digital orthophotos were prepared as part of these services.

El Embarcadero Improvements – Phase 1, Isla Vista, CA: As Project Manager and Principal-in-Charge, Les coordinated with the County regarding establishing survey quality control standards, confirming the scope of work, and providing technical oversight of the field topographic survey using conventional and RTK/GPS field methods to locate all existing surface improvements. The County's Public Works Department required detailed topographic mapping services for the design of roadway and drainage improvements. The land survey required highly detailed topographic mapping and surface modeling, which included roadways, sidewalks, and pedestrian ramps. The detailed scope of work was developed by the County Surveyor's

Lester E. "Les" Carter,
Jr., PLS
(Continued)

office and required establishing CCS Lambert Coordinates and NAVD88 Elevation values for the project site.

Topographic Surveys for 2015-17 Capital Improvement Projects, San Luis Obispo, CA: As Principal-in-Charge, Les coordinated with City staff and provided technical oversight, QA/QC survey services, and project costs, budget, and schedule review. As part of the City's 2-year on-call surveying services contract for topographic mapping for 16+ corner ramp/ADA curb locations and five separate street intersections. The base maps showed all necessary information required to assist in the design of improvements to the intersections.

Cypress Ridge Topographic Surveys and Legal Descriptions - Golden State Water Company, San Luis Obispo, CA: Principal-in-Charge responsible for coordination with GSWC staff and multiple field survey crews and provided technical oversight, QA/QC survey services, and project costs, budget, and schedule review. Golden State Water Company (GSWC) required underground detection and location of existing water pipelines and research of existing easements and adjacent property boundaries to verify that GSWC's waterlines were within the existing easements.

130th Street Topographic Survey, Gardena, CA: As Principal-in-Charge, Les coordinated with GSWC's engineering staff, field survey crews and provided technical oversight, QA/QC of survey services, and managed the project budget and schedule. Golden State Water Company's system engineering and design required a survey team to conduct property boundary and street right-of-way research as well as a field survey. The scope of work included obtaining aerial photogrammetric mapping to prepare a detailed topographic base map showing project area features, which included street centerline and right-of-way, adjacent parcel and lot information, curbs and gutters or edge of pavement, sewer and storm drain manholes, water valve covers, fire hydrants, catch basins, air/vac cans, telephone poles, fences and signs on or near the Right-of-Way and property lines, natural ground surface, existing trees, and all other visible surface features and improvements.

Mission Beach Board Walk Widening, San Diego, CA: Senior Land Surveyor for the City's Field Engineering Division responsible for daily operations of the City's Land Survey Section. The Mission Beach Boardwalk Widening project extended and widened approximately 1.5 miles of the City's Mission Beach Boardwalk, from Santa Barbara Place to Santa Rita Place. The project doubled the width of the existing boardwalk and provided separation between adjacent landowners, pedestrians and another non-vehicular boardwalk traffic. Multiple survey crews were assigned to the project to determine the limits of Public Access to the boardwalk and perform detailed topographic and property boundary surveys for accurate location of existing improvements, above and below ground utilities, existing and proposed public easements and rights-of-way of intersecting streets and courts, walkways, alleys and building entryways.

Manrique Jarquin, LSIT

Surveyor



REGISTRATION

2005/CA/Land Surveyor-in-
Training/#6879

EXPERIENCE

With Psomas for 3 years; with
other firms for 19 years

Manrique Jarquin has 22 years of land surveying experience. As a project surveyor, he is responsible for preparing various survey maps including topographic, boundary, design surveys, parcel maps, final subdivision maps, and records of survey. He prepares legal descriptions for various legal documents such as: deeds, easements, and right-of-way dedications. His duties include coordination with field crews, processing field data, and performing survey adjustments. He also has construction staking experience which include specific tasks such as: reviewing and interpreting construction plan documents, preparing construction staking calculations, client and consultant coordination, and field crew scheduling/management.

Experience

State Route 4/Balfour Road Interchange, Brentwood, CA: Office Surveyor for this \$40 million new interchange for the Contra Costa Transportation Authority. The project includes construction of a grade-separated interchange at SR 4 and Balfour Road, and consists of two-way SR 4 traffic on one bridge, two additional bridges over Deer Creek, westbound and eastbound loop on-ramps, and diagonal off-ramps. The project is locally funded through Measure J and the East Contra Costa Regional Fee and Finance Authority.

Sutter County Pump Bench Marks, Sacramento and Sutter Counties, CA:

Office Surveyor for surveying services involving detailed surveys for pump stations; construction support surveys for infrastructure projects; benchmark and geodetic control network establishment surveys; boundary and easement surveys; legal descriptions and plats; and subsidence monitoring surveys.

Sacramento Area Flood Control Agency (SAFCA) Natomas Levee

Improvement Program, Sacramento and Sutter Counties, CA: Office Surveyor for this levee project involving 42+ miles of State and Federal levees and County roads of the Natomas Basin. Services included establishing survey control to Second Order, Class II specifications; providing orthophotography; performing topographic surveys; 1"= 40' base mapping with 1-foot contours, utility surveys; performing boundary surveys, analysis, and land net maps preparation; preparation of right-of-way strip maps, descriptions and exhibits for 200+ acquisitions and land transfers; construction survey support; monitoring; GIS database development, and eminent domain proceedings support.

Sacramento Area Flood Control Agency (SAFCA) Levee Accreditation Program, Sacramento, CA:

Office Surveyor 50+ miles of urban levees. Provided design support services that included: establishing permanent survey control; design topographic base mapping; detail structure surveys; coordination with DWR on right-of-way surveys performed in MA-9 portion of the project; right-of-way strip mapping to provide details of ownership and rights; and easement evaluation services as requested by the design team and SAFCA.

Bradley Hampshire

CAD Tech



EDUCATION

2014/BA/Geographic Information Systems/Sacramento State University, Sacramento

2009/AA/Architectural Drafting/Sierra College

CERTIFICATIONS

Architectural Design Drafting Achievement, Sierra College, 2009

EXPERIENCE

With Psomas for 2 years; with other firms for 19 years

Brad Hampshire has 2 years of experience in survey related drafting. His experience includes GIS, GPS, boundary, Record of Survey map preparation, topographic maps, corner records and legal descriptions.

Project Experience

Brad has worked on many projects at Andregg/Psomas over the last year including Squaw Valley, Recurrent Energy, Semptra and Nella Oil, performing various drafting tasks on these and other projects.

Summary of Skills

- Proficiency with 2016 Auto Cad and 2016 & 2018 Auto Cad Civil 3D
- 2012 ESRI ARC MAP G.I.S.-Importing CAD Files and Drawing in Arc Map
- Microsoft Office
- Google Earth
- Megabyte 2010 & Older- Keying, Splitting, Activating, and Deactivating APN's
- Parcel Quest
- Placer County-County Clerk- Recorder Search Engine-Locating Deeds and Maps
- Able to locate Deeds and Draw properties (In CAD & GIS) from Deed Descriptions
- 5 years of varied experience in the construction field.
- Ability to learn new skills quickly, innovative, and creative.
- Possess outstanding critical thinking abilities.
- Proficient in making many types of maps (Terrain Analysis, Spatial Interpolation, Choropleth)



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AGENDA SUMMARY REPORT

SUBJECT: Receive Report Regarding Review of Ordinance on Development and Operating Standards for Community Gardens, Live Entertainment, Outdoor Dining, Sidewalk Cafes, and Specialty Food and Beverage Sales with Tasting and Provide Direction to Staff

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

ATTACHMENTS:

1. Ordinance No. 1167

Summary: City Council will receive a report from Staff on the Community Development Department's review of the Ordinance for Development and Operating Standards, located in Division 9, Chapter 2, Article 15.6 of Ukiah City Code, for community gardens, live entertainment, outdoor dining, sidewalk cafes, and specialty food and beverage sales with tasting.

Background: On August 3, 2016, the Ukiah City Council adopted Ordinance No. 1167 (Attachment 1), establishing development and operating standards for community gardens, live entertainment, outdoor dining, sidewalk cafes, and specialty food and beverage sales with tasting. The Ordinance also added specific definitions for outdoor dining and sidewalk cafes.

At the August 3, 2016 meeting, Council directed Staff to present a one-time review and report on Staff's implementation of the Ordinance, with a specific report of how the Ordinance impacted live entertainment applications. Staff presented this report to Council on September 20, 2017. No new applications, nor new inquiries, for the activities listed in the Ordinance had been received. At the September 20 meeting, Council directed Staff to provide another update in August 2018. On August 1, 2018, Staff reported that between August 2017 and August 2018, one new application for a specialty beverage tasting room with sales, to be located at 108 West Clay Street, had been received. No other new applications had been received, but three existing outdoor dining permits were renewed and one inquiry was received regarding the addition of live music to a restaurant in the downtown. Council then requested another annual update be provided in August 2019.

Discussion: Since August 2018, the Community Development Department has not received any new applications. Although the Department has fielded a few inquiries related to sidewalk cafes, no applications have been submitted. The Department is also in the process of working with the business owners of the three existing outdoor dining permits to renew those permits. All three are expected to be renewed within the coming months.

Ordinance No. 1167 appears to still be well-received by the business community, and there has been no specific feedback pertaining to the Ordinance. Because the ordinance appears to be generally well-received and there have been no new applications, Staff has no revisions to the Ordinance to recommend at this time, and thus recommends that no future reviews be scheduled.

Recommended Action: Receive report from Staff and provide direction as necessary.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Michelle Irace, Planning Manager



Approved:

Sage Sangiacomo, City Manager

ORDINANCE NO. 1167

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

The City Council hereby ordains as follows:

SECTION ONE – FINDINGS

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

SECTION TWO

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

Article 15.6. STANDARDS FOR SPECIFIC LAND USES

§9173 PURPOSE

Sections 9173.2-9173.6 in this Article 15.6 provide site planning, development, and/or operational standards for certain land uses that are allowed in certain zoning districts without discretionary review. The standards for each use are intended to mitigate any potentially adverse impacts associated with the specific use.

§9173.1 APPLICABILITY

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

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

§9173.2 COMMUNITY GARDENS

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

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

- G. Signs: Signs are limited to identification, informational, and directional signs in conformance with the City of Ukiah sign ordinance requirements.
- H. Structures – Accessory: The following accessory structures are allowed: tool sheds, greenhouses, cold-frames, hoop houses, compost bins, rain barrel systems, picnic tables, benches, bike racks, garden art, and fences subject to the development standards of the zoning district in which the community garden is located and the requirements of this section. Commercially maintained portable bathrooms are allowed as accessory structures; provided, that they comply with accessibility standards and comply with the development standards of the zoning district in which the community garden is located.
- I. Water Use: Every effort shall be made to reduce water usage. Drip irrigation is required where feasible. Mulch and compost shall be used in order to reduce the amount of water needed for garden plots.
- J. Prohibitions: Smoking, drinking alcoholic beverages, using illegal drugs, and gambling are prohibited. Weapons, pets and other animals (except service animals) are also prohibited. (Ord. 1139, §2 (Exh. A, 5.030), adopted 2012)

§9173.3 LIVE ENTERTAINMENT

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

6. Likelihood the use would facilitate the vitality, economic viability, and/or provide recreational or entertainment opportunities in an existing commercial area without presenting a significant impact on health and safety.
7. Hours of operation for the business and hours of proposed live entertainment.
8. Other information deemed necessary on a case-by-case basis.

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

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

§9173.4 OUTDOOR DINING

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

- A. Purpose: The provisions of this section are intended to allow outdoor dining in association with a restaurant located on the same parcel as the outdoor dining, where the outdoor dining is clearly incidental to the adjacent restaurant use and will not negatively impact the operations and function of the existing restaurant, including parking facilities, pedestrian access and circulation, and disabled access facilities.
- B. Location of Outside Dining: Outdoor dining shall be located on the same site as the restaurant which the outdoor dining will serve. Outdoor dining facilities, such as tables, chairs, umbrellas, etc., shall not be located in pedestrian walkways, required parking spaces, or disabled access facilities (such as parking spaces, walkways, entries, etc.). Outdoor dining areas may be located in landscaped areas if located in such a manner as to not damage the landscaping.
- C. Hours of Operation: Days and hours of operation for the outdoor dining shall not extend beyond the hours of operation for the restaurant which it serves. Tables, chairs, and all other furniture used in the operation of outdoor dining shall be removed from any pedestrian walkways and stored indoors at night and whenever the cafe is not in operation.
- D. Live Entertainment: Outdoor dining shall not be used for live entertainment unless in compliance with section 9173.3 of this code.
- E. Tables, Chairs, Furniture, Signage:
 1. In order to provide adequate and safe ingress/egress, a minimum unobstructed pedestrian walkway width of forty-eight inches (48") or the width of the doors, whichever is greater, shall be maintained. The required width of the unobstructed pedestrian walkway shall extend from the front of the door(s) to the public sidewalk. A reduced width may be approved by the Building Official in compliance with the building code.
 2. A minimum of sixty inches (60") of unobstructed space shall be maintained between exits and any furniture or fixtures related to outdoor dining, or as required by the building code, whichever is greater.

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

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

H. Service Requirements:

1. Service areas (such as busing and service stations) may be located within the outdoor dining area. Service areas shall comply with subsection B of this section (Location of Outside Dining). Outdoor food preparation in the outdoor dining area is prohibited.

2. Restrooms for the outdoor dining area shall be provided in the adjoining indoor restaurant. Seating for the outdoor dining may be counted in determining the restroom requirements for the indoor restaurant at the discretion of the Building Official.
- I. Revocation: The outdoor dining may be revoked by the City upon finding that one or more of the requirements of this section have been violated or that the outdoor dining is being operated in a manner that constitutes a nuisance.

§9173.5 SIDEWALK CAFE

- A. A sidewalk cafe may be allowed in the C-N, C-1, and C-2 zoning districts provided it is incidental to and part of the operation of a restaurant and it complies with the standards and requirements listed below;
- B. Purpose: The provisions of this section are intended to allow a sidewalk cafe to operate in association with an allowed restaurant use, where the sidewalk cafe is clearly incidental to the restaurant use and will not negatively impact the right-of-way.
- C. Permit Requirements: A sidewalk cafe shall require the approval of an encroachment permit from the Department of Public Works and Planning and Community Development Department.
- D. Limitations and Requirements: A sidewalk cafe may be allowed only where allowed by section 9173.4 and only when the sidewalk cafe is incidental to and part of the operation of an adjacent restaurant and when in compliance with the following requirements of this section.
 1. Where Permissible: A sidewalk cafe may be located on a public sidewalk immediately adjacent to and abutting the indoor restaurant which operates the cafe; provided, that the area in which the sidewalk cafe extends is no farther along the sidewalk frontage than the operating indoor restaurant.
 2. Location of Sidewalk Cafes: Each cafe shall be confined to a defined location on the sidewalk immediately adjacent to the restaurant which operates the cafe.
 3. Hours of Operation: Sidewalk cafes may operate on days whenever fair weather would enhance outdoor dining. The hours of operation shall not exceed eight o'clock (8:00) A.M. to nine o'clock (9:00) P.M. Tables, chairs, and all other furniture used in the operation of a sidewalk cafe shall be removed from the sidewalk and stored indoors at night and whenever the cafe is not in operation. Additional hours may be authorized with Zoning Administrator approval of a minor use permit.
 4. Sidewalk Clearances: A sidewalk cafe may be allowed only where the sidewalk is wide enough to adequately accommodate the usual pedestrian traffic in the area, to comply with California State accessibility standards and federal ADA requirements, and the operation of the proposed cafe.
 5. Live Entertainment: A sidewalk cafe shall not be used for live entertainment. Live entertainment at sidewalk cafes may be authorized in compliance with section 9224.6 of this code.
- E. Tables, Chairs, Furniture, Signage:

1. All tables and chairs comprising a sidewalk cafe shall be situated in a safe fashion and away from any sidewalk or street barrier including a bollard, and shall not be within eight feet (8') feet of any designated bus stop.
 2. The dining area shall not impede the use of public furnishings such as lighting, benches, etc.
 3. In order to provide adequate and safe ingress/egress, a minimum unobstructed public sidewalk width of forty-eight inches (48") shall be maintained for the entire length of the sidewalk cafe. The required width shall extend from the front of the door(s) to the end of the sidewalk cafe.
 4. A minimum of sixty inches (60") of unobstructed space shall be maintained between exits and any furniture or fixtures related to the sidewalk cafe, or as required by the building code, whichever is greater.
 5. All sidewalk cafe furniture, including tables, chairs, umbrellas, and planters, shall be movable.
 6. Umbrellas shall be secured with a minimum base of not less than sixty (60) pounds and shall leave a vertical clearance of seven feet (7') from the sidewalk surface.
 7. Outdoor heaters are allowed subject to fire and building code compliance. Music and/or speakers may be authorized with Zoning Administrator approval of a minor use permit.
 8. No signage shall be allowed at the sidewalk cafe except for the name of the establishment on an awning or umbrella fringe and in compliance with this section and the sign ordinance (Division 3, Chapter 7 of this code).
 9. All furnishings and other items associated with the sidewalk cafe shall be removed from the sidewalk during nonoperation hours of the cafe. Storage of these items outside may be authorized with Zoning Administrator approval of a minor use permit.
 10. Any proposed seating in the vicinity of street trees shall comply with the City's Management Guidelines adopted December 1, 2010.
- F. Maintenance: The permittee is responsible for maintaining all outdoor dining furnishings and the sidewalk cafe area in good condition, including, but not limited to, the following:
1. All outdoor dining furnishings and all exterior surfaces within the sidewalk cafe area shall be easily cleanable and kept clean and free of debris.
 2. The sidewalk cafe area and adjacent areas shall be kept in a clean and safe condition.
- G. Food and Beverages: A sidewalk cafe may serve only food and nonalcoholic beverages prepared or stocked for sale at the adjoining indoor restaurant; provided, however, that the service of beer or wine or both solely for on-premises consumption by customers within the areas of the sidewalk cafe may be authorized by the Planning Director and Police Department as part of the required encroachment permit if each of the following requirements are met:

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

H. Service Requirements:

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

- L. Revocation: The encroachment permit to operate a sidewalk cafe may be revoked by the City upon finding that one or more conditions of the permit or this section have been violated or that the sidewalk cafe is being operated in a manner that constitutes a nuisance, or that the operation of the sidewalk cafe unduly impedes the movement of pedestrians past the sidewalk cafe. (Ord. 1139, §2 (Exh. A, 5.080), adopted 2012) Revocations may be appealed per the process outlined in Section 5613 of the City of Ukiah Municipal Code.

§9173.6 SPECIALTY FOOD AND BEVERAGE SALES WITH TASTINGS

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

- A. Days and Hours of Operation: Days and hours of operation shall be limited to daily from ten o'clock (10:00) A.M. to ten o'clock (10:00) P.M. Additional hours may be authorized with Zoning Administrator approval of a minor use permit.
- B. Live Entertainment: Live entertainment is allowed in compliance with section 9173.3 of this code and may perform until eight o'clock (8:00) P.M. Other arrangements for live entertainment may be authorized with Zoning Administrator approval of a minor use permit.
- C. Outdoor Seating: Outdoor seating is allowed in compliance with the applicable requirements for outdoor dining included in section 9173.4 of this code or sidewalk cafes in section 9173.5 of this code.
- D. Minor Use Permit: An application for a minor use permit to allow additional operating hours and/or live entertainment in a manner that exceeds the operating characteristics required in this section may be authorized with Zoning Administrator approval of a minor use permit. An application for a minor use permit shall address the following considerations:
1. Potential for loitering and how the business will preclude loitering.
 2. Adequacy of lighting for security and safety purposes.
 3. Adequacy of parking.
 4. Compatibility and suitability with the existing and allowed uses in the area and/or character of the area, including but not limited to proximity to sensitive land uses such as residences, schools, parks, daycare facilities, and churches.
 5. Likelihood the use would facilitate the vitality, economic viability, and/or provide recreational or entertainment opportunities in an existing commercial area without presenting a significant impact on health and safety.
 6. Details regarding how security will be provided during and after live entertainment events.
 7. Other information deemed necessary on a case-by-case basis.
- E. Minor Use Permit Findings: The above considerations shall be incorporated as findings for approval, conditional approval, or disapproval of a use permit for a specialty food and beverage sales with tastings in addition to the findings required by Article 20 of this Code.

§9278 DEFINITIONS

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

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

SECTION THREE

1. **Severability:** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Ukiah hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.
2. **Publication:** Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.
3. **Effective Date:** The ordinance and shall become effective thirty (30) days after its adoption.

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

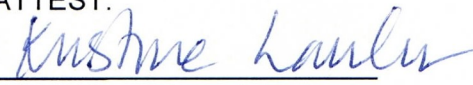
AYES: Councilmembers Crane, Doble, Brown, and Mayor Scalmanini
NOES: None
ABSENT: Councilmember Mulheren
ABSTAIN: None

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

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


Stephen G. Scalmanini, Mayor

ATTEST:


Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Consideration and Possible Adoption of a Resolution Amending the Fee Schedule for the Planning Division of the Community Development Department to Establish a Broadband Application Fee.

DEPARTMENT: City Attorney **PREPARED BY:** Darcy Vaughn, Assistant City Attorney

ATTACHMENTS:

1. Resolution Setting Broadband Application Fees
2. Exhibit A Fee Schedule

Summary: Council will consider adoption of a resolution amending the fee schedule of the Planning Division of the Community Development Department to establish a new Broadband Application fee.

Background: Ukiah City Code ("UCC") Sections 2400.1-2402.9, enacted by Ordinance No. 1194, effective September 6, 2019, establish a process for applicants to obtain a permit to (1) locate or collocate, or to modify, broadband infrastructure, such as an antenna and associated equipment, underground or on any existing support structure, pole, or tower, or (2) construct, modify or replace a new support structure, pole or tower or any other structure on which broadband infrastructure will be collocated. UCC Section 2401.1.b, authorizes the City Council to adopt by resolution fees to process applications for permits under UCC 2402.1.a.

As was mentioned in the staff reports for the introduction and adoption of Ordinance No. 1194 the Federal Communications Commission enacted regulations ("Regulations"), effective January 14, 2019, implementing a Declaratory Ruling and Third Report and Order ("FCC 18-133") by the FCC regarding the deployment of small wireless facilities to support 5G cell service and interpreting the requirements imposed on local governments by the Telecommunications Act of 1996. With respect to the fees local governments may charge telecommunications services providers for deployment of broadband infrastructure, the Regulations published in 83 Federal Register at 51867, limit fees charged by local governments to telecommunications services providers to a reasonable approximation of objectively reasonable and nondiscriminatory costs for processing applications and managing wireless facility deployment(s) in the public right of way.

Based on the amount of time it typically takes for Department staff to process certain planning permits and services and for Ukiah Electric Utility staff to process applications to install antennas and other equipment on Electric Utility poles, it is reasonable and appropriate to establish new fees for these permits. As such, staff requests that the Council adopt the Resolution Establishing Fees Authorized by Ukiah City Code Section 2401.b for Broadband Infrastructure Deployment Permits ("Resolution") attached here as Attachment 1. The proposed processing fees are set forth in the Fee Schedule, Exhibit A to the Resolution, attached here as Attachment 2.

Discussion: The Community Development and Electric departments have primary responsibility in reviewing and processing applications for deployment of broadband infrastructure. As such, they will incur costs for the staff time and administrative costs associated with application review. Both departments have contributed to the fee schedule for processing broadband infrastructure deployment applications and have taken steps to ensure that the fees charged reflect the actual, nondiscriminatory costs of processing applications. The fee

schedule breaks down the hours of staff labor expended and costs incurred at each stage of the review process.

The fees for the Community Development Department were calculated as follows: 1) an analysis of the hourly rates (per hour rate plus benefits) for each position involved in the processing of the broadband application was obtained from the City of Ukiah Human Resources Department; and 2) an analysis of the amount of time estimated for each position involved in the processing of the application, in hours, was completed by the Department. This analysis was based on conversations with employees in the Planning Division of the Community Development Department about the number of hours needed to process between one (1) and fifteen (15) (batched) applications, as well as an analysis of similar ministerial permits historically completed by the Department. The hourly rates used in calculating the cost of services for which the fee is charged include an amount assessed for indirect costs. This overhead rate is provided by human resources. The combined direct personnel costs and the associated indirect cost constitute the hourly rate for each position involved in processing, to determine the total hourly rate/classification. The total hourly rate provided by the Human Resources Department was multiplied by the estimated number of hours needed for each stage of the processing of the application to arrive at a total Department fee.

Electric Utility Administration and Engineering costs for processing broadband applications are based on estimated time necessary for engineering review and site specific project evaluation. In order to provide accurate cost estimates for work rendered on projects, the Electric Utility reviews the engineering, labor, overhead, and equipment costs annually. Manpower costs are developed for each job classification using the hourly rate of the position coupled with an overhead rate provided by human resources to determine the total hourly rate/classification. Engineering costs associated with application review of broadband services include field visits, engineering calculations, and determination of make ready costs. The annual review of these costs for accuracy will ensure rate adjustments are captured in the rate table.

Recommended Action: Adopt Resolution establishing a new permit fee for broadband infrastructure deployment.

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:



Approved:

Sage Sangiacomo, City Manager

RESOLUTION NO. 2019 - ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING FEES AUTHORIZED BY UKIAH CITY CODE SECTION 2401.1.b FOR BROADBAND APPLICATIONS

WHEREAS,

1. Ukiah City Code (UCC) Sections 2400.1-2402.9, enacted by Ordinance No. 1194, effective September 6, 2019, establishes a process for applicants to obtain a permit to install or modify broadband infrastructure, or to construct, modify or replace a new support structure, pole or tower or any other structure supporting broadband infrastructure.
2. UCC Section 2401.1.b, authorizes the City Council to adopt by resolution fees to process applications for permits under UCC 2402.1.a. The fee must be based on a measurable estimate of the actual costs of services rendered by the Community Development Department ("Department") from the time of the initial application for a permit until the application is approved; and
3. Based on the amount of time it typically takes for Department staff to process certain planning permits and services and for Ukiah Electric Utility staff to process applications to install antennas and other equipment on Electric Utility poles, it is reasonable and appropriate to establish new fees for these permits.
4. In compliance with Government Code Section 66018, the City Council conducted a duly noticed public meeting on September 4, 2019, to discuss and receive public comment on the proposed fees; and
5. Based on the information contained in the record of the hearing, the City Council determined that the proposed fees are nondiscriminatory fees that do not exceed the cost of providing the services for which the fees will be charged;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby adopts updated fee schedule for planning and building permits and services to include the fees authorized by UCC Section 2401.1.b as listed on the attached Exhibit A.

PASSED AND ADOPTED this 4th day of September 2019, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT A

2019-2020 Application Fees for Broadband Ordinance (UCC 2401.1.b.1)

Note: Add Community Development Department and Electric Utility Department to arrive at final fee (page 3).

2019-2020 Community Development Department (CDD) Application Fees										
Number of Applications (locations)	Application Intake - Asst. Planner (HRs)	Asst. Planner Intake \$/HR	Total Intake Costs	Assoc. Planner Application Processing (HRs)	Assoc. Planner \$/HR	Total Processing Costs	Director Review and Permit Issuance (HRs)	Review and Permit Issuance Costs (\$/HR)	Total Review and Issuance Costs	Total CDD Costs
1	0.25	\$ 54.31	\$ 13.58	2.00	\$ 71.57	\$ 143.14	0.50	\$ 143.57	\$ 71.79	\$ 228.50
2	0.25	\$ 54.31	\$ 13.58	2.00	\$ 71.57	\$ 143.14	0.50	\$ 143.57	\$ 71.79	\$ 228.50
3	0.25	\$ 54.31	\$ 13.58	2.00	\$ 71.57	\$ 143.14	0.50	\$ 143.57	\$ 71.79	\$ 228.50
4	0.25	\$ 54.31	\$ 13.58	2.00	\$ 71.57	\$ 143.14	0.50	\$ 143.57	\$ 71.79	\$ 228.50
5	0.25	\$ 54.31	\$ 13.58	2.00	\$ 71.57	\$ 143.14	0.50	\$ 143.57	\$ 71.79	\$ 228.50
6	0.5	\$ 54.31	\$ 27.16	3.00	\$ 71.57	\$ 214.71	0.75	\$ 143.57	\$ 107.68	\$ 349.54
7	0.5	\$ 54.31	\$ 27.16	3.00	\$ 71.57	\$ 214.71	0.75	\$ 143.57	\$ 107.68	\$ 349.54
8	0.5	\$ 54.31	\$ 27.16	3.00	\$ 71.57	\$ 214.71	0.75	\$ 143.57	\$ 107.68	\$ 349.54
9	0.5	\$ 54.31	\$ 27.16	3.00	\$ 71.57	\$ 214.71	0.75	\$ 143.57	\$ 107.68	\$ 349.54
10	0.5	\$ 54.31	\$ 27.16	3.00	\$ 71.57	\$ 214.71	0.75	\$ 143.57	\$ 107.68	\$ 349.54
11	0.75	\$ 54.31	\$ 40.73	4.00	\$ 71.57	\$ 286.28	1.00	\$ 143.57	\$ 143.57	\$ 470.58
12	0.75	\$ 54.31	\$ 40.73	4.00	\$ 71.57	\$ 286.28	1.00	\$ 143.57	\$ 143.57	\$ 470.58
13	0.75	\$ 54.31	\$ 40.73	4.00	\$ 71.57	\$ 286.28	1.00	\$ 143.57	\$ 143.57	\$ 470.58
14	0.75	\$ 54.31	\$ 40.73	4.00	\$ 71.57	\$ 286.28	1.00	\$ 143.57	\$ 143.57	\$ 470.58
15	0.75	\$ 54.31	\$ 40.73	4.00	\$ 71.57	\$ 286.28	1.00	\$ 143.57	\$ 143.57	\$ 470.58

Electric Utility Department Site Supplement Fees							
Site Supplement per Location	Engineering Admin Hrs	Engineering \$/HR	Total Engineering Costs	Estimator Hrs	Estimator \$/HR	Total Estimator Costs	Total Electric Utility Costs
1	0.5	\$ 106.54	\$ 53.27	1	\$ 83.22	\$ 83.22	\$ 136.50
2	0.5	\$ 106.54	\$ 53.27	1.5	\$ 83.22	\$ 124.84	\$ 178.11
3	0.5	\$ 106.54	\$ 53.27	2	\$ 83.22	\$ 166.45	\$ 219.72
4	0.5	\$ 106.54	\$ 53.27	2.5	\$ 83.22	\$ 208.06	\$ 261.33
5	0.5	\$ 106.54	\$ 53.27	3	\$ 83.22	\$ 249.67	\$ 302.94
6	1	\$ 106.54	\$ 106.54	3.5	\$ 83.22	\$ 291.28	\$ 397.83
7	1	\$ 106.54	\$ 106.54	4	\$ 83.22	\$ 332.90	\$ 439.44
8	1	\$ 106.54	\$ 106.54	4.5	\$ 83.22	\$ 374.51	\$ 481.05
9	1	\$ 106.54	\$ 106.54	5	\$ 83.22	\$ 416.12	\$ 522.66
10	1	\$ 106.54	\$ 106.54	5.5	\$ 83.22	\$ 457.73	\$ 564.28
11	1.5	\$ 106.54	\$ 159.81	6	\$ 83.22	\$ 499.34	\$ 659.16
12	1.5	\$ 106.54	\$ 159.81	6.5	\$ 83.22	\$ 540.96	\$ 700.77
13	1.5	\$ 106.54	\$ 159.81	7	\$ 83.22	\$ 582.57	\$ 742.38
14	1.5	\$ 106.54	\$ 159.81	7.5	\$ 83.22	\$ 624.18	\$ 783.99
15	1.5	\$ 106.54	\$ 159.81	8	\$ 83.22	\$ 665.79	\$ 825.61

Final Broadband Application Fees		
	Number of Applications (locations)	Final Application Fee
	1	\$ 365.00
	2	\$ 406.61
	3	\$ 448.22
	4	\$ 489.83
	5	\$ 531.45
	6	\$ 747.37
	7	\$ 788.98
	8	\$ 830.59
	9	\$ 872.21
	10	\$ 913.82
	11	\$ 1,129.74
	12	\$ 1,171.35
	13	\$ 1,212.97
	14	\$ 1,254.58
	15	\$ 1,296.19



AGENDA SUMMARY REPORT

SUBJECT: Consider Approval of Mendocino Solid Waste Management Authority Joint Powers Agreement and an Increase to the Existing Surcharge of \$1.50 per ton of Solid Waste.

DEPARTMENT: Public Works **PREPARED BY:** Tim Eriksen, Public Works Director/City Engineer

ATTACHMENTS:

1. Amended and Restated MSWMA JPA (Final) - rev 9-3-19
2. MSWMA Budget with \$1.5 increase 19-20

Summary:

Council will consider approval of the amended Joint Powers Agreement (JPA) for the Mendocino Solid Waste Management Authority (MSWMA). Also consider approval of an increase in the surcharge for solid waste tipping fee in order to fund the programs and services that MSWMA provides to the member agencies. The additional increase will be \$1.50 per ton at the transfer station.

Background:

The General Manager for MSWMA left the agency at the end of last year. During the last several months City Staff has been working with remaining MSWMA staff and the elected officials that populate the MSWMA Board, to find a solution to the leadership role that was vacated. The solutions included looking for a new General Manager, using a contractor to step in and operate the JPA and other solutions. The Board has elected to promote within the organization and continue operations in the way they have traditionally been managed. Staff for the City of Ukiah has been involved in this to help with the transition and to assist in reviewing the budget and the guiding documents of MSWMA. Staff has suggested relevant edits to the JPA and the budget to reflect the current operations.

Discussion: This discussion is regarding two different items that are closely related which are MSWMA's guiding document, the JPA, and their budget to provide the services that the JPA was created to address.

The JPA

The original JPA was executed in October of 1990. Because it is impossible to know what services would be required in the future, the agency is not exactly acting in all the ways that the original JPA document anticipated. City staff has assisted MSWMA in editing the document so that the operation and actions of the agency reflect the JPA more closely. The Proposed JPA is attached as (Attachment 1).

The most significant change that is in the JPA, is with regards to approval of the MSWMA budget. Staff proposes that a budget with no member contributions needs a 3/5 vote of the Commission. However, a budget with any member contributions requires a 4/5 vote of the Commission. We have also included a maximum contribution of \$100,000 above which the Member agencies must have their Boards and Councils agree to the budget expenditure.

The MSWMA Budget

MSWMA has traditionally been funded by two sources. The first source has been a surcharge on all the transfer stations. This surcharge is a pass through to all the solid waste handling companies. Which means this funding actually comes from the curbside rate and the self-haulers. This surcharge has been \$5.00 for the last several years. This generates about half of the operating budget.

The other half of MSWMA's budget comes from different Grant opportunities. Some of the grants are very programmatic and easy to count on, others are more competitive, which makes them less dependable in each budget cycle.

It should also be mentioned that the MSWMA is losing approximately \$100,000 from Mendocino County. The MSWMA General Manager has traditionally also acted as the County Solid Waste Manager. The County would pay MSWMA \$100,000 for these services. This service is no longer available to the County so that funding is not available to MSWMA.

Staff, both MSWMA and the City, are recommending a \$1.50 increase to the surcharge. This has been agreed to by the MSWMA commission but it must be approved by each member agency. This will create a balanced budget for MSWMA. The proposed surcharge will be a pass through to the curbside customer. Staff will not know the exact impact of this increase until our solid waste handler, C&S waste solutions, has calculated this pass through into their proposed rates. City Staff expects that the proposed increase will be in the order of magnitude of \$.25 for the 32 gallon can; however, this is an estimate at this time. The MSWMA proposed budget for fiscal year 19/20 is attached. (Attachment 2)

Staff believes full participation in the MSWMA JPA and the Budget request is warranted. It is important that all member agencies participate in both aspects of these two items as well. Staff is recommending that the JPA and the surcharge increase be adopted by all agencies together. Both items are critical to maintain the MSWMA operation.

Recommended Action: Approve 1) The Joint Powers Agreement for the Mendocino Solid Waste Management Authority and authorize the Mayor to execute notwithstanding non-substantive changes negotiated by the City Attorney, 2) the additional \$1.50 surcharge that will be incorporated in the City's curbside rates in January of 2020. This approval is subject to all other agencies agreeing to the same terms as the City of Ukiah.

BUDGET AMENDMENT REQUIRED: None

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Emmett Jones, Solid Waste Advisor



Approved:

Sage Sangiacomo, City Manager

AMENDED AND RESTATED JOINT POWERS AGREEMENT AMONG THE CITIES OF FORT BRAGG, UKIAH, WILLITS AND THE COUNTY OF MENDOCINO CREATING THE MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY

THIS AGREEMENT is made and entered into on _____, 2019 among the signatories to this Agreement, which are local governments in Mendocino County, acting through their respective legislative bodies ("PARTIES" and individually a "PARTY") and amends and restates the Joint Powers Agreement between the PARTIES, entered on October 19, 1990, including any amendments thereof prior to the adoption of this Agreement.

WITNESSETH:

WHEREAS, each of the PARTIES to this Agreement is a "public agency" as defined in Government Code Section 6500; and

WHEREAS, pursuant to Title 1, Division 7, Chapter 5, of the Government Code, commonly known as the Joint Exercise of Powers Act, two or more public agencies may, by Agreement, jointly exercise any power common to the contracting PARTIES; and

WHEREAS, each of the PARTIES hereto has the power, in addition to other powers which are common to each of them, to adopt develop and implement programs and activities to increase recycling and other measures to divert solid waste from being disposed in landfills, to provide for the proper handling, reuse and disposal of household hazardous waste, to provide for the clean-up of sites where solid waste has been illegally deposited and to prevent and remove graffiti from public or private property; and

WHEREAS, the California Integrated Waste Management Act (the "Act"), as codified in Division 30 of the Cal. Public Resources Code ("PRC"), as periodically amended, requires each of the PARTIES to prepare a source reduction and recycling element and a household hazardous waste element in compliance with Division 30, Part 2, Chapters 2, 3 and 3.5 of the PRC; and

WHEREAS, the PARTIES find that it would be to their mutual advantage and benefit to work together and share costs to: (1) prepare and implement a source reduction and recycling element and a household hazardous waste element that meets the requirements of the Act; and

WHEREAS, it is the desire of the PARTIES to use any power that they have in common which is reasonably necessary and appropriate to aid in the accomplishment of these goals; and

WHEREAS, the PARTIES desire, by means of this Agreement, to establish a separate agency and procedure to accomplish these goals; and

WHEREAS, it is the intent of the PARTIES that other public agencies within the County that exercise the same common powers of this joint powers agency shared by the PARTIES may at a later date join the agency established by this Agreement as nonvoting public agency members by paying a pro-rata share of the organizational, developmental and other costs or expenditures of the agency, as determined by the agency board created herein; and as provided for by contract between this joint powers agency and said participating nonvoting public agency member;

NOW, THEREFORE, based upon the mutual promises contained herein, the PARTIES hereby agree as follows :

1. Purpose. The purpose of this Agreement is to establish an agency to be known as the MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY ("MSWMA") for the purpose of: (1) preparing and implementing an MSWMA Source Reduction and Recycling Element ("Reduction and Recycling Plan") in compliance with Division 30, Part 2, Chapters 2 and 3 of the PRC and an MSWMA Household Hazardous Waste Element ("Household Hazardous Waste Plan") in compliance with Division 30, Part 2, Chapter 3.5 of the PRC; (2) making reasonable efforts to increase recycling and diversion of materials in order to reduce landfill deposits and achieve the waste diversion goals of the Reduction and Recycling Plan ; (3) providing for the proper handling, reuse or disposal of household hazardous wastes; (4) providing educational outreach to encourage recycling, diversion and proper disposal of solid and household hazardous waste; (5) providing for the cleanup of sites where solid waste has been illegally disposed; (6) removing graffiti; and (7) seeking to obtain funding for MSWMA's activities described in this Section 1.

2. Establishment of the Agency/Composition of the Commission. There is hereby established pursuant to the Joint Exercise Powers Act an agency which shall be a public entity separate from the PARTIES to this Agreement. The name of the agency shall be the MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY and shall hereinafter be referred to as MSWMA, and may use a fictitious name approved by the commission. The governing body of MSWMA shall be a five (5) member commission (the "Commission") composed of one elected member of the legislative body of each of the signatory cities of Ukiah, Willits and Fort Bragg and two elected members of the Board of Supervisors of signatory County of Mendocino, one representative from a coastal supervisorial district and one representative from an inland supervisorial district. No PARTY'S representative to the Commission shall be qualified to serve on the commission and the PARTY shall cease to have a representative on the Commission if that PARTY terminates its participation in this Agreement. The Commission shall be the administering agency of this Joint Powers Agreement, and, as such, shall be vested with the powers set forth in this Agreement, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

3. Nonvoting Public Agency Members . Public agencies which jointly exercise any power common to MSWMA, other than the PARTIES hereto (the cities of Ukiah, Willits, and Fort Bragg and the County of Mendocino) may be granted the status of a nonvoting public agency member of MSWMA by the Commission. A nonvoting member is not a PARTY under this Agreement.

4. Organization of the Commission. The Commissioners shall:

- (a) Elect a chairperson and a vice-chairperson and such other officers as the Commission shall find appropriate, to serve the Commission at its pleasure or for such term as may be provided by Commission rule or bylaw.
- (b) Establish such committees and prescribe their duties and authority as the Commission finds appropriate or as provided in bylaws adopted by the Commission.
- (c) Take appropriate measures to meet the financial requirements of MSWMA, by assessments and other contributions as hereafter provided for, and make other provisions as they shall find appropriate for the work of the Commission.

5. Executive Officers. The Chairperson of MSWMA shall preside at all meetings of the Commission and perform such other duties as the Commission shall instruct. The Vice Chairperson shall serve as Chairperson when the Chairperson is unavailable or unable to perform the duties of Chairperson and perform such other duties as are the usual and customary duties of a Vice Chairperson. The General Manager shall perform the duties of Secretary to the Commission who shall be responsible for the preparation of minutes and other documents requiring Commission approval and acting as the custodian of records for the Commission. The Commission by rule or bylaw may create other officers as it seems necessary or appropriate and prescribe additional duties for all Commission officers.

6. Treasurer. The Treasurer of this Agency shall be the General Manager. If the General Manager fails or refuses to perform the duties of Treasurer, the Commission may appoint one of its officers or hire an employee to replace or fill the position. The Treasurer of the Agency shall cause an independent audit of the Agency's finances to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Government Code., who shall report directly to and file the audit report with the Commission. The Treasurer of the Agency shall be the depositor and have custody of all the money of the Agency from whatever source. The Treasurer shall draw warrants to pay demands against the Agency when the demands have been approved by the Commission or by the General Manager or the Assistant General Manager pursuant to any delegation of authority adopted by the Commission. The Treasurer shall comply strictly with the provisions of the statutes relating to its duties found in Chapter 5, Division 7, Title 1 of the Government Code, beginning with Section 6500. The Treasurer shall file an official bond in the amount determined from time to time by the Commission

7. General Manager:

- (a) The Commission may appoint a General Manager, and may appoint one or more Assistant General Managers, to serve at the pleasure of the Commission. Alternatively, the Commission

may independently contract for the services of a General Manager which shall not be considered an employee of the Authority or have any rights or benefits otherwise provided to MSWMA employees. The contractor's employees shall perform the duties of General Manager and shall be regarded as the employees of the contractor and not of the Authority. The services shall be provided pursuant to a written contract between the contractor and the Agency. The contract shall specify any additional staff responsibilities to be provided by the contractor and shall require the contractor to indemnify and defend the Authority for and against any claim, liability or expense resulting from a determination that the contractor or its employees are employees of the Authority.

(b) The General Manager shall have charge of, handle, or have access to any property of this Agency, and shall furnish bond in an amount to be fixed by the Commission. "Property of this Authority" as used in this paragraph does not include property of a PARTY used for Agency purposes, unless that Agency member specifically authorizes such use.

(c) The General Manager shall report to the Commission and exercise operational control of Authority tasks and activities as outlined in Commission policy, or in the case of an independent contractor, tasks and activities as governed by the General Manager agreement between the Authority and the contractor.

8. Meetings. The Commission shall provide for regular meetings and special meetings in accordance with the Ralph M. Brown Act, Chapter 9, Part 1, Division 2, Title 5, of the Government Code beginning with Section 54950, or in accordance with such other regulations as the legislature may hereafter provide. Each PARTY to this Agreement shall authorize and designate its representative or representatives to vote for it at all meetings of the Commission. In addition, each PARTY to this Agreement shall designate one or more alternates, who shall have the power to vote in the place and stead of the designated representative, or representatives, in his/her absence. Each PARTY shall file with the Authority a certified copy of the minutes of the meeting or resolution reflecting the appointment of such representative or alternate(s) provided each alternate is an elected member of the legislative body of each PARTY and so long as the County of Mendocino maintains the coastal and inland representation described herein.

Each PARTY to this Agreement, so long as this Agreement has not in any way been terminated as to such PARTY, shall have one vote, except for the County of Mendocino which shall have two votes . Except as otherwise provided in this Agreement, the affirmative vote of a majority of a quorum of the Commission shall be necessary for it to take action, except that none of the terms and conditions set forth in this Agreement, nor any of the procedures expressly provided for herein, may be altered, changed, or amended by such a vote, or by any means, except by written amendment to this Agreement executed by all PARTIES hereto.

9. Powers and Functions . MSWMA shall have any and all powers authorized by law to all of the PARTIES hereto, and separately to the Agency herein created, relating to (a) preparing and implementing the MSWMA Reduction and Recycling Plan and Hazardous Waste Plans which meet the requirement of the Act; (b) making reasonable efforts to increase recycling and diversion of materials in order to reduce landfill deposits and achieve the diversion rates specified by the plan; (c) providing for the proper handling, reuse or disposal of household hazardous wastes; (d) providing educational outreach to encourage recycling, diversion and proper disposal of solid waste; (e) providing for the cleanup of the illegal dumping of solid waste in the PARTIES' jurisdictions; (f) removing of graffiti; and (g) identifying and obtaining funding to accomplish such tasks. All powers common to the PARTIES are specified as powers of MSWMA.

MSWMA is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations ; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporation and any governmental entity; and to sue and be sued in its own name; and generally to do any and all things necessary or convenient to perform its functions or achieve its purposes as set forth in this Agreement.

Without limiting the foregoing generality, MSWMA may:

- (a) acquire and dispose of all kinds of property and utilize the power of eminent domain, except that the power of eminent domain may not be exercised within the territorial limits of any PARTY without the consent of said PARTY;
- (b) issue or cause to be issued bonded and other indebtedness, and pledge any property or revenue as security to the extent permitted by law under Article 2, Chapter 5, Division 7, Title 1 (commencing with Section 6540) of the Government Code or otherwise including, but not limited to, bonds or other evidences of indebtedness of a nonprofit corporation issued on behalf of MSWMA or any of its PARTIES;
- (c) obtain in its own name all necessary permits and licenses, opinions and rulings;
- (d) whenever necessary to facilitate the exercise of its powers, form and administer nonprofit corporations to do any part of what MSWMA could do, or to perform any proper corporate function, and enter into agreements with such a corporation.
- (e) request a member to direct a franchise holder or contractor operating a transfer station in the member's jurisdiction to collect and remit to MSWMA a per ton surcharge adopted by MSWMA to fund specific functions of MSWMA as identified in Section 9. Any increase in the MSWMA Transfer Station per ton Surcharge shall require the approval of all the Members' elected bodies. Any decrease in such surcharge may be approved by a majority vote of the Commission.

10. Exercise of Powers. The manner in which the MSWMA, the administering agency, shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a general law city which is a PARTY hereof could exercise such powers and perform such duties; and shall not be subject to any restriction applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a PARTY to this Agreement or not.

11. Debts. None of the debts, liabilities or obligations of MSWMA shall be the debts, liabilities or obligations of any of the PARTIES of MSWMA unless assumed in a particular case by resolution of the governing body of the PARTY to be charged.

12. Membership. This Agreement shall become effective on the date of its execution as hereinabove stated; provided, that if any "public agency" of the County, as such term is defined in Section 6500 of the Government Code of the State of California, desires to participate, as a nonvoting member, it may do so by separate agreement with MSWMA at that time and payment to MSWMA of a pro-rata share of organization, planning and other costs and charges as determined by the Commission to be appropriate. The Agreement between the PARTIES shall remain in effect as to any PARTY, unless and until it is terminated as to such PARTY by notice in writing to all other PARTIES given by the withdrawing PARTY at least one hundred twenty (120) days in advance of the effective date of such termination; provided that such termination by and as to any PARTY shall not terminate this Agreement as to the remaining PARTIES or the existence of the MSWMA, or the Commission, herein created.

Any PARTY so terminating its participation in this Agreement shall be obligated to pay its pro-rata share of all encumbrances and indebtedness of the MSWMA (based on the number of MSWMA PARTIES and the total indebtedness of MSWMA) as of the date of service of the PARTY's notice of termination on MSWMA. The withdrawal of the PARTY from MSWMA and the termination of this Agreement as to such PARTY shall not become effective until the PARTY has paid the amounts to MSWMA specified herein. The withdrawing member shall have no obligation to pay any share of an indebtedness of MSWMA or a nonprofit corporation created by MSWMA which is secured by contracts with member PARTIES or by nonvoting public agency members. The obligation to pay such an indebtedness shall be the sole responsibility of the parties to the contract and shall be paid as provided in the contract.

The termination of participation by nonvoting public agency members shall be determined by the terms of the contract between MSWMA and the nonvoting public agency defining the relationship of MSWMA and the nonvoting public agency.

13. Staff. The staff of the Commission may be hired as full-time or part-time employees of MSWMA or the Commission may independently contract for the provision of such professional services as it requires. Staff may also be appointed to serve the Commission from the existing staff of the PARTIES to be paid by the Commission or at the expense of the employer agency. MSWMA

staff other than employees of an independent contractor providing General Manager services pursuant to Section 7 and employees of a PARTY performing services for MSWMA, shall be hired, promoted, disciplined or terminated and shall have such rights of employment as the Commission shall determine subject to any applicable provisions of federal or state law.

14. Term. This Agreement shall remain in effect until terminated by a majority vote of the PARTIES.

15. Budget Process/Funding. The Commission shall approve the MSWMA's budget for each fiscal year, in the following manner:

- (a) The General Manager shall once each year, during the months of February and March, prepare and submit to the Commission and each PARTY for review a proposed budget for the MSWMA, including the proposed contribution, if any, from each PARTY. Each PARTY's share of the total proposed contribution by the PARTIES shall be based on its population as a ratio of the total population of all the PARTIES as established and certified by the State Department of Finance. Required contributions from each PARTY and the amount thereof must be approved by a 4/5 vote of the full Commission. If no contribution by the PARTIES is required, the budget can be approved by a 3/5 vote of the full Commission. In no event shall the total contribution of the PARTIES exceed One Hundred Thousand Dollars (\$100,000) without the approval of each PARTY.
- (b) By no later than May 30 of each year, the Commission shall adopt a final budget for the fiscal year and promptly provide a copy of the adopted budget to each PARTY, including a notice as to whether a financial contribution from the PARTY is required to fund the budget and the amount thereof.
- (c) Each PARTY's contribution shall be due and payable in accordance with a schedule established by the General Manager and approved by the Commission.
- (d) In addition to the annual audits required by Government Code Section 6505, special audits may be called for and paid for by the Commission at any time.

16. Additional Funding. Upon the request or approval of MSWMA, any PARTY hereto may make payments, advances or contributions to MSWMA from its treasury for any and all purposes set forth herein, and upon request or approval of MSWMA, may contribute personnel, equipment or property, in lieu of other contributions or advances, to assist in the accomplishment of one or more of such purposes. All such payments, advances or contributions, whether in cash or in kind, shall be made to and may be disbursed or used by the agency herein created. Except as in this Agreement otherwise provided, there shall be no repayment or return to any PARTY of all or any part of any payments, advances, or contributions in cash or in kind.

17. Repayment or Return of Contributions . Repayment or return to any contributing PARTY of all or part of any payment, advances or contributions in cash or in kind may be authorized by the Commission from revenues produced from the operation of the agency or from the proceeds of the issuance of bonds or other evidences of indebtedness by the agency. Repayment or return of contributions shall be made on a pro-rata basis at the time specified by the Commission in conformity with Government Code Section 6512.1.

18. Accountability. MSWMA shall be held strictly accountable for all funds and shall make an annual report to all PARTIES to this Agreement of all receipts and disbursements, all in accordance with Section 6505 of the Government Code and other applicable statutes , utilizing sound account practices .

19. Dissolution. Upon dissolution of the MSWMA as a legal entity, all debts of and advances of MSWMA shall be paid, and then the property of MSWMA, whether real or personal, shall be divided among and distributed to all of the PARTIES who at any time during the existence of MSWMA were PARTIES to this Agreement in proportion to the costs borne by each such PARTY to the MSWMA during its legal existence by non-reimbursed contributions made pursuant this Agreement.

20. Insurance. The Commission of MSWMA is authorized to and shall procure general comprehensive liability and other insurance by such means and in such amounts as it deems advisable to protect the MSWMA and each of the PARTIES hereto, charging the cost thereof to the operating costs of the MSWMA.

21. Immunity. All of the privileges and immunities from liabilities , exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions or duties extraterritorially under the provision of Article 1 of Chapter 5, division 7 of Title 1 of the Government Code of the State of California and as provided by law.

22. Breach. In the event that any PARTY to this Agreement should at any time claim that another PARTY has in any way breached or is breaching this Agreement, the complaining PARTY shall file with the governing body of the other PARTY, and with the Commission, a written claim of said breach, describing the alleged breach and otherwise giving full information respecting the same. The Commission shall thereupon, at a reasonable time and place, specified by it, give all PARTIES full opportunity to be heard on the matter, and shall, upon conclusion of said hearing, give the legislative or governing bodies of all PARTIES a full report of its findings and recommendations . Said report, findings and recommendations shall be deemed advisory only, shall not in any way bind any of the PARTIES hereto, and shall not be deemed to establish any facts, either presumptively or finally. Upon receipt of said report and recommendation s, if any PARTY should be dissatisfied with or disagree with the same, the legislative or governing bodies of the PARTIES in disagreement shall jointly meet with each other at a reasonable time and place to be determined by them, for the purpose of resolving their differences. No action for breach of this Agreement, and no action for any legal relief because of any such breach or alleged breach of this Agreement, shall be filed or commenced, and nothing shall be done by any PARTY to rescind or terminate this Agreement, except as provided in this Agreement, unless and until such PARTY has first given to the other PARTIES a reasonable time, after the conclusion of said joint meeting of the legislative or governing bodies that have met to resolve their differences, within which to cure any breach or alleged breach.

23. Severability. It is hereby declared to be the intention of the signatories to this Agreement that the paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, or paragraph of this Agreement shall be declared unconstitutional or invalid for any

reason by a valid judgment or decree of a Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs, clauses, phrases, and sentences of this Agreement.

24. Notices. All notices required or given pursuant to this Agreement shall be deemed properly served when deposited, postage prepaid, in the United States mail, addressed to each PARTY at the address indicated on this Agreement adjacent to the signature line of each PARTY.

25. Duplicate Originals . This Agreement can be executed in one or more duplicate originals, each bearing the original signatures of the parties, and when so executed each duplicate original shall be deemed an original of the Agreement admissible in court as evidence of the terms of the Agreement.

IN WITNESS WHEREOF the PARTIES hereto pursuant to resolutions adopted by their governing bodies have executed this Agreement on the date first above written.

CITY OF UKIAH

By: _____

ATTEST:

CITY OF FORT BRAGG

By: _____

ATTEST:

CITY OF WILLITS

By: _____

ATTEST:

Approved as to form

COUNTY OF MENDOCINO

By: _____

ATTEST:

MendoRecycle
Profit & Loss Budget vs. Actual
July 1, 2017 through August 5, 2019

ATTACHMENT 2

	FY 1718		FY 1819		FY 20
	Jul '17 - Jun 18	Jul '18 - Jun 19	Budget		Budget
Income					
331 Budget Non Posting					
Money Market Account Transfer	0.00	0.00	80,000.00		0.00
Previous Year Budget Carryover	0.00	0.00	50,000.00		0.00
331 Budget Non Posting - Other	0.00	0.00			0.00
Total 331 Budget Non Posting	0.00	0.00	130,000.00		0.00
Grants	0.00	0.00			0.00
Lake County outreach contract	0.00	0.00			0.00
Sales, compost	0.00	0.00			0.00
Transfer from Debt Service Rese	0.00	0.00	0.00		0.00
Transfer from Depr. Reserve	0.00	0.00			0.00
Transfer from Equipment Reserve	0.00	0.00			0.00
Transfer from Reserve Fund	0.00	0.00			0.00
Uncategorized Income	0.00	0.00			0.00
20 · Grants Receivable	0.00	0.00			0.00
335 · JPA/County Payments					
City/County JPA Payments	0.00	0.00	0.00		0.00
County services payment	73,989.50	100,919.75	99,572.00		0.00
335 · JPA/County Payments - Other	24,893.00	0.00			0.00
Total 335 · JPA/County Payments	98,882.50	100,919.75	99,572.00		0.00
340 · CalRecycle Payments					
City/County Payment Program	0.00	30,419.00	30,419.00		30,500.00
Farm & Ranch Cleanup Grant	0.00	0.00	0.00		0.00
HHW Grant	36,689.54	14,389.30	0.00		0.00
Lost Coast Cleanup Income	0.00	0.00	0.00		0.00
Oil Filter Recycling Grant	2.80	0.00	0.00		0.00
Oil Payment Program	36,244.00	36,683.00	35,000.00		36,000.00
Tire grant income	42,956.09	20,981.41	55,000.00		70,000.00
Used Oil Incentive Payments	2,493.20	1,470.00	2,500.00		2,500.00
340 · CalRecycle Payments - Other	0.00	0.00			0.00
Total 340 · CalRecycle Payments	118,385.63	103,942.71	122,919.00		139,000.00
345 · Employee Payments					
Employee Heath Premiums	0.00	7,900.00	7,800.00		7,200.00
Garnishment - Child Support	0.00	0.00	0.00		0.00
345 · Employee Payments - Other	0.00	0.00	0.00		0.00
Total 345 · Employee Payments	0.00	7,900.00	7,800.00		7,200.00
350 · Contract/Program Payments					
Batteries	0.00	2,265.13	3,500.00		2,200.00
Mattress Recycle Program Payment	150.00	480.00	200.00		400.00
PaintCare Contract	34,651.85	27,266.11	45,478.36		45,000.00
SWOW TS Contract Admin Fee	7,835.50	7,855.25	7,000.00		7,800.00
350 · Contract/Program Payments - Other	0.00	0.00			0.00
Total 350 · Contract/Program Payments	42,637.35	37,866.49	56,178.36		55,400.00
355 · Disposal Site Surcharge					
South Coast TS	0.00	10,991.30	12,225.15		11,000.00
Ukiah TS	0.00	205,784.86	193,599.05		205,000.00
Willits TS	0.00	133,283.33	142,085.00		133,000.00
355 · Disposal Site Surcharge - ADD \$1.50 per ton	310,042.50	0.00	0.00		104,372.00
Total 355 · Disposal Site Surcharge	310,042.50	350,059.49	347,909.20		453,372.00
360 · Other Payments					
James H Werner	0.00	0.00			0.00
360 · Other Payments - Other	35,313.78	6,515.60	5,000.00		5,000.00
Total 360 · Other Payments	35,313.78	6,515.60	5,000.00		5,000.00
365 · Code Enforcement Reimbursements					
CE Illegal Dump Income	0.00	0.00	60,000.00		0.00
365 · Code Enforcement Reimbursements - Other	0.00	0.00	0.00		0.00
Total 365 · Code Enforcement Reimbursements	0.00	0.00	60,000.00		0.00
370 · HHW Service					
HHW Mendo Co	0.00	0.00	32,658.15		23,000.00
HHW Sonoma Co	0.00	23,496.04	0.00		23,000.00
370 · HHW Service - Other	108,975.45	23,119.49	0.00		0.00
Total 370 · HHW Service	108,975.45	46,615.53	32,658.15		46,000.00
375 · Interest	205.58	182.87	0.00		0.00
380 · Gain/Loss-Sale of Fixed Asset *	0.00	0.00			0.00

MendoRecycle
Profit & Loss Budget vs. Actual
July 1, 2017 through August 5, 2019

	FY 1718	FY 1819	FY 20
	Jul '17 - Jun 18	Jul '18 - Jun 19	Budget
408 · Caspar JPA Loan Repayment	0.00	0.00	0.00
413 · Electronics Recycling income	0.00	0.00	0.00
436 · New Administrative Office Grant	0.00	0.00	0.00
465 · Household Hazardous Waste Grant	0.00	0.00	0.00
466 · CalRecycle Sharps Grant	0.00	0.00	0.00
475 · Sale of Surplus Truck	0.00	0.00	0.00
9 · Accounts Receivable Accrued	0.00	0.00	0.00
Total Income	714,442.79	654,002.44	862,036.71
Cost of Goods Sold			
50000 · Cost of Goods Sold	0.00	0.00	0.00
Total COGS	0.00	0.00	0.00
Gross Profit	714,442.79	654,002.44	862,036.71
Expense			
557 - Lost Coast Cleanup	0.00	0.00	0.00
606 - Trash Disposal	0.00	0.00	0.00
Americorps sponsorship	0.00	0.00	0.00
Communications	0.00	0.00	0.00
Debt reserve	0.00	0.00	0.00
Debt service	0.00	0.00	0.00
Electricity	0.00	0.00	0.00
Gain/Loss-Sale of Fixed Asset	0.00	0.00	0.00
HHW Grant expense	0.00	0.00	0.00
Miscellaneous Expenses	0.00	0.00	0.00
Oil recycling tank acquisition	0.00	0.00	0.00
Professional services	0.00	0.00	0.00
Reconciliation Discrepancies	0.00	0.00	0.00
Spanish-language outreach contr	0.00	0.00	0.00
Trans stat deve	0.00	0.00	0.00
Trans.-deprec.	0.00	0.00	0.00
Transfer Interest to Reserve Fu	0.00	0.00	0.00
001 · Phone	0.00	0.00	0.00
201 · Accrued Accounts Payable	0.00	0.00	0.00
400 · Administrative			
Audit	7,000.00	7,000.00	7,000.00
Dues & Subscriptions	25.00	31.28	0.00
Health insur.	58,284.86	81,683.53	80,000.00
Insurance	0.00	0.00	0.00
Legal Services	5,070.50	622.00	5,000.00
Misc	0.00	0.00	0.00
Payroll Service	2,510.42	3,005.56	2,564.42
Printing	1,043.36	55.07	500.00
Professional fees	3,966.90	2,602.55	5,000.00
Professional Services	10,961.50	3,171.24	4,500.00
Workers comp	12,932.24	18,479.23	15,294.00
400 · Administrative - Other	0.00	0.00	0.00
Total 400 · Administrative	101,794.78	116,650.46	127,018.42
405 · Facility			
Cell Reimburse	1,994.00	200.00	480.00
Facility Improvement	7,004.92	7,351.37	10,000.00
General Maintenance	-4,869.88	795.66	1,925.00
HHW facility improvement	0.00	0.00	0.00
Improvement	0.00	0.00	0.00
Liability Insurance	18,174.97	21,643.79	18,175.34
Utilities			
Garbage	3,717.57	2,460.11	8,244.00
Internet	843.48	534.60	1,800.00
Power	1,614.69	2,041.39	1,788.00
Propane	269.63	724.77	500.00
Telephone	1,751.86	1,884.61	3,156.00
Water/Sewer	883.11	2,338.90	888.00
Utilities - Other	0.00	0.00	0.00
Total Utilities	9,080.34	9,984.38	16,376.00
405 · Facility - Other	0.00	0.00	0.00
Total 405 · Facility	31,384.35	39,975.20	46,956.34

MendoRecycle
Profit & Loss Budget vs. Actual
July 1, 2017 through August 5, 2019

	FY 1718	FY 1819	FY 20
	Jul '17 - Jun 18	Jul '18 - Jun 19	Budget
410 · Automotive			
Auto Fuel	6,326.98	8,199.49	12,000.00
Auto Liability insur	0.00	0.00	0.00
Auto Other	200.00	250.00	250.00
Auto Vehicle maint.	11,570.51	18,488.95	20,000.00
Registration	0.00	0.00	0.00
Vehicle Purchase	0.00	4,446.81	20,000.00
410 · Automotive - Other	0.00	0.00	0.00
Total 410 · Automotive	18,097.49	31,385.25	42,000.00
415 · Travel			
Lodging	99.50	877.05	1,500.00
Per Diem	203.91	785.88	750.00
Vehicle mileage	1,836.59	449.08	2,000.00
415 · Travel - Other	0.00	0.00	0.00
Total 415 · Travel	2,140.00	2,112.01	4,250.00
420 · Personnel			
Advertising	1,055.73	0.00	700.00
Garnishment	0.00	0.00	0.00
Holiday	0.00	0.00	0.00
Hourly	152,970.58	192,371.00	213,486.00
Interim GM	0.00	0.00	0.00
Jury Duty	0.00	0.00	0.00
Misc.	21,990.19	0.00	0.00
Other	1,500.00	0.00	0.00
Overtime	4,037.65	3,755.01	6,470.10
Payroll Vacation	0.00	0.00	0.00
Payroll, Oil Filter Grant			
Overtime	0.00	0.00	0.00
Payroll, Oil Filter Grant - Other	0.00	0.00	0.00
Total Payroll, Oil Filter Grant	0.00	0.00	0.00
Payroll, oil grant	0.00	0.00	0.00
Pension SEP-IRA	31,735.12	23,889.33	32,589.90
Personal	0.00	0.00	0.00
Salary	122,450.59	85,732.44	164,850.00
Sick Time	0.00	0.00	0.00
Temp	3,236.01	5,116.01	2,500.00
Temp OT	591.52	108.29	937.50
420 · Personnel - Other	0.00	0.00	0.00
Total 420 · Personnel	339,567.39	310,972.08	420,833.50
425 · Equipment			
Heavy Equipment			
H.E. Fuel	684.98	550.74	1,000.00
H.E. R&M	467.67	2,774.40	2,290.00
Heavy Equipment - Other	0.02	0.00	0.00
Total Heavy Equipment	1,152.67	3,325.14	3,290.00
Heavy Equipment-Machines	280.25	965.56	0.00
IT Purchase	7,088.34	3,647.73	5,000.00
Rental	157.88	0.00	0.00
Safety Equipment	4,458.42	8,590.29	2,500.00
Storage & furniture	3,356.23	742.08	650.00
Tools	1,884.61	2,554.65	1,200.00
425 · Equipment - Other	0.00	0.00	0.00
Total 425 · Equipment	18,378.40	19,825.45	12,640.00
430 · Supplies			
HHW Handling Materials	39,809.03	21,724.67	45,000.00
Illegal Dump Clean Up Supplies	379.47	1,145.07	5,000.00
Janitorial Supplies	650.19	755.33	250.00
Office supplies	1,949.87	2,796.61	2,046.64
Postage	310.75	403.46	400.00
Safety Supplies	5,583.05	7,705.19	15,000.00
Signs, Etc	486.92	790.06	500.00
430 · Supplies - Other	0.00	0.00	0.00
Total 430 · Supplies	49,169.28	35,320.39	68,196.64
435 · Training			
			38,070.00

MendoRecycle
Profit & Loss Budget vs. Actual
July 1, 2017 through August 5, 2019

	FY 1718	FY 1819	FY 20
	Jul '17 - Jun 18	Jul '18 - Jun 19	Budget
Conferences/Events	0.00	892.00	3,320.00
In Person Training	0.00	1,124.00	500.00
Training Fees	682.88	0.00	500.00
Training Supplies	24.17	0.00	500.00
435 · Training - Other	0.00	0.00	0.00
Total 435 · Training	707.05	2,016.00	4,820.00
440 · Education, Outreach and Advrtis			
Advertising	3,507.20	15,637.17	13,500.00
Education	793.76	0.00	3,800.00
Events	6,875.62	5,827.50	6,800.00
General	0.00	0.00	0.00
Outreach Other	500.00	0.00	0.00
440 · Education, Outreach and Advrtis - Other	0.00	0.00	0.00
Total 440 · Education, Outreach and Advrtis	11,676.58	21,464.67	24,100.00
445 · Service Charges			
Bank Fees	590.66	99.11	325.00
California Prod. Stewardship CI	2,500.00	500.00	0.00
HHW disposal expense	111,175.08	88,184.51	100,000.00
HHW Program Materials	0.00	0.00	0.00
Illegal dump cleanup	7,685.52	6,307.94	10,000.00
Interest Expense	0.00	0.00	0.00
IT Service	2,195.87	1,158.64	0.00
Merchant deposit fees	0.00	0.00	0.00
445 · Service Charges - Other	0.00	-82.84	0.00
Total 445 · Service Charges	124,147.13	96,167.36	110,325.00
450 · Grant Expenses			
Grant expense HHW	4,900.00	0.00	0.00
Oil grant expense	0.00	0.00	0.00
Tire Grant expenditure	-2,353.00	0.00	0.00
Used Oil Filter Grant, General	0.00	0.00	0.00
572 · City/County Payment Program Exp	15,000.00	0.00	0.00
450 · Grant Expenses - Other	0.00	0.00	0.00
Total 450 · Grant Expenses	17,547.00	0.00	0.00
511 · Can Crusher Rebuild	0.00	0.00	0.00
512 · Compost bin purchases	0.00	0.00	0.00
513 · Debt Service-Savings Bank Loan	0.00	0.00	0.00
514 · Farm & Ranch Cleanup	0.00	0.00	0.00
518 · County A-87 service charges	0.00	0.00	0.00
538 · OSHA Penalty	0.00	0.00	0.00
544 · Payroll, HHW Grant	0.00	0.00	0.00
566 · Electronics recycling costs	0.00	0.00	0.00
570 · Payroll Expenses			
CA Disabilities	0.00	0.00	0.00
Medicare	0.00	0.00	0.00
Mileage	0.00	0.00	0.00
Social Security	0.00	0.00	0.00
570 · Payroll Expenses - Other	0.00	0.00	0.00
Total 570 · Payroll Expenses	0.00	0.00	0.00
573 · Payroll, Recycling Grant	0.00	0.00	0.00
575 · Pollution insur	0.00	0.00	0.00
590 · Rent	0.00	0.00	0.00
592 · Transfer station siting study	0.00	0.00	0.00
595 · Sales tax	0.00	0.00	0.00
604 · Trailer acquisition	0.00	0.00	0.00
610 · Truck Acquisition	0.00	0.00	0.00
618 · Trash disposal	0.00	0.00	0.00
640 · Uncategorized	0.00	0.00	0.00
650 · Depreciation Expense	35,032.00	0.00	0.00
Total Expense	749,641.45	675,888.87	861,139.90
Net Income	-35,198.66	-21,886.43	896.81
Money Market Savings			97,605.00
19/20 Funds Available			97,648.00

MendoRecycle
Profit & Loss Budget vs. Actual
July 1, 2017 through August 5, 2019

FY 1718		FY 1819		FY 20
Jul '17 - Jun 18	Jul '18 - Jun 19	Budget		Budget

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AGENDA SUMMARY REPORT

SUBJECT: Authorize City Manager to Negotiate and Execute Reimbursable Agreement and Grant Agreement with the Federal Aviation Administration for Engineering Design Review and Oversight Support for Runway 15 Visual Approach Slope Indicator (VASI) Replacement and Runway 15 and 33 Runway End Identifier Lights (REIL) Relocation/Replacement.

DEPARTMENT: Airport **PREPARED BY:** Greg Owen, Airport Manager

ATTACHMENTS:

1. RA Attachement 1

Summary: The Council will consider funding agreements with the FAA that will facilitate a major upgrade to the current visual landing equipment at the Airport.

Background: The FAA has a program called a Reimbursable Agreement, which is a legal document executed by an FAA Contracting Officer, under which the Airport provides funding to the FAA for materials, supplies, equipment, and/or services supporting the Airport's initiative. (The Airport pays one FAA department to perform work/service and the Airport is reimbursed from another FAA department.)

Currently, the Airport has a Visual Approach Slope Indicator (VASI), and this project will be upgrading it to a Precision Approach Path Indicator (PAPI).

The VASI is a system of lights arranged to provide visual descent guidance information during the approach to a runway. These lights are visible from three to five miles during the day, and up to 20 miles or more at night

PAPI lights are a key part of the airfield ground lighting system used at airports. This type of visual aid on a runway helps pilots to maintain the correct approach and land the airplane safely. It warns the pilot about approaches that are too high or too low. Runway End Identifier Lights (REIL) system provides rapid and positive identification of the end of the runway. The system consists of two synchronized, unidirectional flashing lights. The lights are positioned on each corner of the runway landing threshold, facing the approach area, and aimed at an angle of 10 to 15 degrees.

Discussion: The FAA has notified staff of a grant agreement that will be arriving in September. This Grant agreement is to provide funding for a Reimbursable Agreement. The current draft Reimbursable Agreement (Attachment 1) is for an estimated \$290,940.08. Under the Agreement, these funds will be paid in advance to the FAA for Engineering Design Review and Oversight Support for Runway 15 Visual Approach Slope Indicator (VASI) Replacement, and Runway 15 and 33 Runway End Identifier Lights (REIL) Relocation/Replacement; the FAA will reimburse the City after completion of the project.

Staff recommends authorizing the City Manager to negotiate and execute the Reimbursable Agreement and Grant Agreement with the Federal Aviation Administration for Engineering Design Review and Oversight Support for Runway 15 Visual Approach Slope Indicator (VASI) Replacement and Runway 15 and 33 Runway End Identifier Lights (REIL) Relocation/Replacement.

Recommended Action: Authorize City Manager to Negotiate and Execute Reimbursable Agreement and Grant Agreement with the Federal Aviation Administration for Engineering Design Review and Oversight Support for Runway 15 Visual Approach Slope Indicator (VASI) Replacement and Runway 15 and 33 Runway End Identifier Lights (REIL) Relocation/Replacement.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 77825200.80230.18159: \$600,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: FAA Grant

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager



Approved:

Sage Sangiacomo, City Manager

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF UKIAH
UKIAH MUNICIPAL AIRPORT
UKIAH, CA**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **Ukiah Municipal Airport** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and Ukiah Municipal Airport.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to provide funding necessary to enable FAA Engineering and Technical Services for the Sponsor's Runway (RWY) 15/33 Rehabilitation Project, which includes the replacement of the RWY 15 Visual Approach Slope Indicator (VASI) with a Precision Approach Path Indicator (PAPI), and the relocation and replacement of the

Runway End Identifier Lights (REIL) on RWY 15 and RWY 33. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

**Ukiah, CA (UKI) Engineering Design Review and Oversight Support for
Runway 15 VASI replacement and Runway 15 and 33 REIL
relocation/replacement**

B. The FAA will perform the following activities:

1. Coordinate in advance with airport project stakeholders, and participate in project planning and construction meetings.
2. Review the airport's design plans for work affecting FAA facilities (RWY 15 VASI, RWY 15 REIL, and RWY 33 REIL, and related infrastructure).
3. Provide Resident Engineer oversight for work affecting FAA facilities (RWY 15 VASI, RWY 15 REIL, and RWY 33 REIL, and related infrastructure).
4. Provide a LED PAPI (equipment only).
5. Provide incandescent REILs for both RWY 15 and 33 (equipment only).
6. Submit National Flight Data Center (NFDC) data required for RWY 15 VASI, RWY 15 REIL, and RWY 33 REIL.
7. The local FAA System Support Center (SSC) will coordinate and execute required shutdown and restoration of affected FAA facilities. The local FAA SSC will de-energize or disable the FAA's operational equipment prior to any work being done that would affect these facilities.
8. Perform the necessary system checks and tests to ensure that the relocated systems are operational and in compliance with FAA standards, and Perform the Contractor Acceptance Inspection(s) with the airport or airport's representatives.
9. Provide, coordinate, and provide support for, flight inspection services required for RWY 15 VASI, RWY 15 REIL, and RWY 33 REIL in coordination with other flight inspections required following runway construction.
10. Complete Joint Acceptance Inspection(s) (JAI) with local FAA offices (SSC) in order to turn the facilities over for standard operations and maintenance
11. Provide shutdown and restoral services for any impacted FAA equipment.

C. The Sponsor will perform the following activities:

1. Coordinate in advance with FAA project stakeholders, and allow FAA participation in project planning and construction meetings. Provide regular schedule updates to the FAA.
2. The Airport is to schedule the FAA work to be continuous without any disruptions or breaks during the overall construction period.
3. Provide a full schedule showing periods where the existing FAA equipment will be impacted.
4. Coordinate directly with the local FAA SSC for any work that may affect existing FAA operational facilities.
5. Allow FAA Engineering Services (ES) personnel who are associated with the project to access the worksite independently. This includes airport gate access, any required stickers or placards needed for government owned or leased vehicles (vehicles may be continuously changing and/or unmarked with State license plates), and provisions for any required training necessary for badging. FAA Engineering Services personnel do not use the local FAA SSC for escorts or access.
6. Provide parking at the airport for Government owned and leased vehicles that are used for work associated with this project.
7. Perform the siting and design for work affecting FAA facilities (RWY 15 VASI, RWY 15 REIL, and RWY 33 REIL, and related infrastructure).
8. Incorporate the requirements and recommendations made by the FAA into the airport's design drawings and specification where FAA-owned systems are impacted.
9. Provide the Airport Operator's Construction Safety and Phasing Plan (CSPP) to the FAA. Per AC-150/5370-2F, the airport operator is responsible for developing the CSPP.
10. Ensure that PAPI/VASI Obstacle Clearance Surface is clear (per FAA Order 6850.2B).
11. Provide coordinates and elevations of the existing and ultimate runway/taxiway configuration- including end of runway, landing threshold, and any displaced threshold information. This includes providing the topography along the runway centerline at 100ft max intervals for the length of the runway.

12. FAA facility design, FAA facility layout, distribution of work, sequencing and scheduling of work, information needed for procedure and publication of affected FAA facilities, acquisition of required materials, and approval for airport work on the affected FAA facilities; shall be coordinated directly between the FAA Implementation/Project Engineer and the Sponsor and/or the Sponsor's Engineering Consultant.
13. Provide the existing and ultimate dimensions of the runway and taxiway safety areas and object free areas.
14. Provide a full set of construction plans and specifications, including scaled electronic drawings, showing the proposed airport work where FAA facilities are impacted.
15. Provide drawings delivered directly via PDF format (as opposed to access via a server or website) and include only those that are relevant to the FAA work.
16. Perform all construction required to replace RWY 15 VASI with an LED PAPI, replace RWY 15 and 33 REILs, and the construction of supporting infrastructure for these facilities.
17. Coordinate with the local power company to move the existing FAA meter to a new location that can be mutually agreed upon. Design and build a new power meter pedestal including a rack that can support the power to the Runway 15 REIL and PAPI. All existing power cables can be abandoned in place.
18. Remove any unused excess foundations, raceways, cables, and above ground structures associated with the old VASI and REIL equipment, and restore the surrounding grade and compaction to a condition acceptable to the airport.
19. Obtain all necessary permits, waivers, and licenses as required to perform construction.
20. Participate in Contractor Acceptance Inspection(s) (CAI) and prepare a plan for correction of any items identified as not acceptable by the FAA.
21. Provide FAA redlined drawings to the FAA Engineer on Record at the time of FAA acceptance. In addition, the Sponsor will provide the FAA three bound (3-ring binder) sets of "As-Built" drawings in hard copy, plus three electronic copies in .pdf and Micro-Station or AutoCAD 2010 (or earlier version). The "As-Built" will be in accordance with FAA STD 002G.
22. Correct any deficiencies identified by the FAA to be unacceptable within 30 days. The Sponsor will be responsible for all costs associated with the corrections. If deficiencies are not corrected within 30 days, the FAA may take corrective action at the Sponsor's expense.

23. Submit FAA Form 7460-1 titled "Notice of Proposed Construction or Alteration" for FAA facility relocations. Allow eight weeks for FAA review. Approval by FAA must be obtained prior to any construction.
 24. Submit FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website.
 25. Sponsor shall provide the Airport Operator's Construction Safety and Phasing Plan (CSPP) to the FAA. Per AC-150/5370-2G, the airport operator is responsible for developing the CSPP.
- D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [X] No. If Yes, the grant date is: _____ and the grant number is: _____. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The **FAA Western Service Area, Planning and Requirements Group, NAS Planning and Integration team** will provide administrative oversight of this Agreement. **Matt Robertson** is the **FAA Lead Planner** and liaison with the Sponsor who can be reached at **(206) 231-2855** or via email at **matthew.d.robertson@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The **Western Service Area, NAVAIDS Construction/Installation Center B - Los Angeles** will perform the scope of work included in this Agreement. **Dong Lee** is the **Engineer** and liaison with the Sponsor and can be reached at **(424) 255-0273** or via email at **dong.lee@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. **FAA Contracting Officer:** The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

B. Sponsor:

Ukiah Municipal Airport
Attn: Greg Owen
1403 S. State Street
Ukiah, CA 95482
gowen@cityofukiah.com

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge that the FAA has accepted the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA, and that the subject transfer to FAA is in the best interest of both the Sponsor and FAA.

In order to ensure that both FAA and the Sponsor have complete and accurate documentation of all property transferred to FAA and subject to this Agreement, the transfer of ownership of such real and personal property to the FAA shall be supported and memorialized by FAA's and the Sponsor's execution of Attachment A (Sponsor Cost and Transfer Certification Form) within ninety (90) calendar days from the date of project completion. The Sponsor will provide a line item property listing in tabular format including costs, as set forth in Attachment A, consisting of all real and personal property that is included in the Project. The cost data for each item will

be supported by documentary evidence of reasonable cost and ownership, including, for example, the original invoice or billing statement, bill of lading, a copy of the construction contract, and verification of the contract acceptance date. At FAA's request, all supporting cost documentation shall be made available by the Sponsor within 5 workdays of the request. The FAA shall retain the original copy of Attachment A. A complete copy of Attachment A will be provided to the sponsor upon request.

- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4020 Engineering	\$79,069.00
WB4030 Environmental and Occupation	\$8,846.00
WB4050 Construction	\$45,113.00
WB4060 Site Preparation/Installation	\$39,150.00
WB4070 Joint Acceptance Inspection	\$23,883.00
Labor Subtotal	\$196,061.00
Labor Overhead	\$29,166.10
Total Labor	\$225,227.10
Non-Labor	
WB4020, WB4050, WB4070 Travel	\$48,366.00
WB4060 Services	\$13,048.00
Non-Labor Subtotal	\$61,414.00
Non-Labor Overhead	\$4,298.98
Total Non-Labor	\$65,712.98
TOTAL ESTIMATED COST	\$290,940.08

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612
Washington D.C. 20591
Phone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

**Ukiah Municipal Airport
Attn: Greg Owen
1403 S. State Street
Ukiah, CA 95482
gowen@cityofukiah.com**

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs

reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. RESERVED

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

UKIAH MUNICIPAL AIRPORT

SIGNATURE _____
NAME Bradley K. Logan
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME Greg T. Owen
TITLE Airport Manager
DATE _____



AGENDA SUMMARY REPORT

SUBJECT: Review and Consider A Draft Comment Letter to the County of Mendocino Regarding their Draft Housing Element.

DEPARTMENT: City Manager / Admin **PREPARED BY:** Shannon Riley, Deputy City Manager

ATTACHMENTS:

None

Summary: The City Council will review and consider providing comments to the County of Mendocino regarding the development of their Draft Housing Element.

Background: The County of Mendocino is in the process of preparing their Housing Element update and is seeking public comment. Staff attended the County's August 29th Workshop and learned that comments are requested by September 6th.

Discussion: Staff proposes the development of a letter for the City Council's consideration in support of the development of infill properties and the prioritization of housing where urbanized services can be provided by multi-service jurisdictions.

A draft letter will be presented for the Council's consideration at the September 4th City Council meeting.

Recommended Action: Authorize Community Development Director to draft a comment letter to the County of Mendocino regarding their draft Housing Element

BUDGET AMENDMENT REQUIRED: N/A

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



AGENDA SUMMARY REPORT

SUBJECT: Consider the Request by Solid Waste Systems to Temporarily Suspend Operations of the Buy-Back Center at the Ukiah Transfer Station.

DEPARTMENT: Public Works **PREPARED BY:** Tim Eriksen, Public Works Director/City Engineer

ATTACHMENTS:

1. Addendum 3 - Suspension of Buy-back Center

Summary:

The City of Ukiah is requesting that Solid Waste Systems temporarily suspend operations of the buy-back center at the Ukiah transfer station to protect the curbside rate of all city residential and commercial customers.

Background:

Staff has updated the Ukiah City Council several times on the catastrophic crash of the recycling markets in California, the United States and the entire world. Unfortunately, this pattern is continuing and it does not seem to be getting any closer to resolution. As an indication, every buy-back center in the Ukiah Valley has closed and the largest buy-back store chain in California, rePlanet out of Berkeley, has just closed its doors last week. This closed 284 sites for buy-back in northern California.

Discussion:

Solid Waste Systems approached the City of Ukiah staff to discuss how to proceed with the funding of the buy-back center. With all other facilities in the Ukiah Valley closed, the increased traffic to the transfer station has been extreme. To effectively manage the increased traffic would require additional expenses of nearly \$100,000. The revenue offset with the increased traffic does not come close to covering the expense side. The only way to afford the expenses of the buy-back center would be to increase the tipping rate for all customers of the transfer station.

If the transfer station tipping rate is increased, the entire Ukiah community will be effected by both self-haul rates and curbside rates increasing. Therefore, Staff is recommending that the City Council approve the attached amendment to the contract (Attachment #1), which would temporarily close the buy-back center at the transfer station.

This temporary closure can be reversed if the recycling market returns to California. To that end, CalRecycle has collected almost \$1.5 billion in bottle and can recycling, and they are developing the programs to reopen the buy-back centers throughout California. The City has the ability to reverse this decision at any time.

Recommended Action: Approve the amendment to the contract with Solid Waste Systems to temperately suspend operations of the buy-back center at the Ukiah transfer station

BUDGET AMENDMENT REQUIRED: N/A

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

ADDENDUM THREE TO TRANSFER STATION AGREEMENT

This Addendum Three to Transfer Station Agreement (the "Addendum") is made between the City of Ukiah, a municipal corporation (hereinafter "City"), and Solid Wastes Systems, Inc., a California corporation (hereinafter "Contractor, effective as of September __, 2019, with reference to the following:

A. City, Contractor and Owner are parties to that certain Second Amended and Restated Transfer Station Agreement dated October 7, 2015 (the "Transfer Station Agreement"), and Addenda One and Two, thereto, and wish to amend the Transfer Station Agreement on the terms herein.

NOW, THEREFORE, in and for the mutual covenants herein and other good and valuable consideration, the parties hereby agree as follows:

The provision of Section 4.2 of the Transfer Station Agreement requiring a certified Beverage Container Recycling Center ("Buy Back Center") at the Transfer Station that will provide redemption buy-back from the public in accordance with the rules of CalRecycle, and which is open to the public during regular business hours at least six days per week, is hereby suspended until such time that the City Council gives written notice to Contractor, at its sole discretion, that the operation of the Buy Back Center is to be reinstated. Operation of the Buy Back Center shall recommence in accordance with Section 4.2 no later than sixty (60) days after such notice is given.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Solid Wastes Systems, Inc.

City of Ukiah

By: _____
David Carroll, President

By: _____
Sage Sangiacomo, City Manager

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Receive Updates on City Council Committee and Ad Hoc Assignments and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).

DEPARTMENT: City Clerk **PREPARED BY:** Kristine Lawler, City Clerk

ATTACHMENTS:

1. 2019 City Council Special Assignments and Ad Hocs

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

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 and modify assignments as necessary.

Recommended Action: Receive report(s). The Council may also consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(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 Mulheren

Approved:

Sage Sangiacomo, City Manager

2019 CITY COUNCIL SPECIAL ASSIGNMENTS

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT	
Disaster Council	Shall meet a minimum of twice a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.	Emergency Management Coordinator 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Mulheren Orozco- Alternate	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com	
Greater Ukiah Business & Tourism Alliance	TBD	200 S School St. Ukiah, CA 95482	200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Mulheren	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com	
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	Brown Mulheren- 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	Orozco Brown- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@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 Scalmanini- 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	Mulheren Brown- Alternate	Rick Seanor, Deputy Director of Public Works; 463-6296 rseanor@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	Bartolomei (appointed 12/19/18)	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	Mayor	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	Mulheren Brown- Alternate	Rick Seanor, Deputy Director of Public Works; 463-6296 rseanor@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 Mulheren- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com	
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
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	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@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	Bartolomei (appointed 12/19/18)	David Burton, Museum Director; 467-2836 dburton@cityofukiah.com	

2019 CITY COUNCIL SPECIAL ASSIGNMENTS

Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
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	UPD Staff	Recommend to be assigned to staff - Forthcoming from UPD
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/LIASONS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Adventist Health Community Advisory Council	Quarterly: Aug. 27, 6:45 a.m. Nov 5, 6:45 a.m.	275 Hospital Drive Ukiah, CA 95482		275 Hospital Drive Ukiah, CA 95482 707-463-7623 Allyne Brown - Allyne.Brown@ah.org	Provides the Adventist Health Ukiah Valley (AHUV) Governing Board and Administration with advice, support, and suggestions on matter of importance to Mendocino, Lake and Sonoma Counties.	Brown	Kristine Lawler , City Clerk, 463-6217 klawler@cityofukiah.com
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 Brown- 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	Bartolomei (appointed 12/19/18) Mulheren - Alternate	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 (appointed 12/19/18)	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, City Manager and Police Chief	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	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	Mulheren/Orozco White (appointed 12/19/18)	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	Shannon Riley , Deputy City Manager; 467-5793 sriley@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	(positions not active) Crane Mulheren- Alternate	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	Owen/Schlatter	Greg Owen , Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter , Director of Community Development; 463-6219; cschlatter@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 Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
Fire Executive Committee	2nd Wednesdays of month, 3:45 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	Orozco/Brown	Dan Grebil , Fire Authority Administrator; 462-7921 x400; dgrebil@cityofukiah.com

2019 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/Scalmanini	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
Downtown Parking Management	Mulheren/Brown	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 19/20 Budget	Crane/Brown	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/Mulheren	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
Vichy Springs Resort Litigation	Brown/Scalmanini	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Marbut Study Ad Hoc	Brown/Scalmanini	Justin Wyatt , Police Operations Captain, 463-6760 jwyatt@cityofukiah.com
Solar Proposal-Application Project	Crane/Scalmanini	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
Cannabis Events	Mulheren/Brown	Tami Bartolomei , Community Services Administraor; 467-5765 tbartolomei@cityofukiah.com
Construction Related ADA Compliance	Scalmanini/Orozco	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Upper Russian River Water Discussions	Crane/Brown	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com