



City Council
Regular Meeting
AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
Please join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/779694653>

You can also dial in using your phone.

United States: [+1 \(669\) 224-3412](tel:+16692243412)

April 15, 2020 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

3.a. Proclamation of the City Council in Recognition of National Arbor Day.

Recommended Action: City Council will issue a Proclamation in Recognition of National Arbor Day

Attachments:

1. Attachment 1 - Arbor Day Proclamation

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

5.a. Approval of the Minutes for the April 1, 2020, Regular Meeting.

Recommended Action: Approve the Minutes of April 1, 2020, Regular Meeting, as submitted.

Attachments:

1. 2020-04-01 Draft Minutes

5.b. Approval of the Minutes for the April 8, 2020, Special Meeting.

Recommended Action: Approve the Minutes of April 8, 2020, Special Meeting, as submitted.

Attachments:

6. **RIGHT TO APPEAL DECISION**

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

7. **CONSENT CALENDAR**

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

- 7.a. Approval of Execution of Contract Amendment No. 2 to the Agreement with Community Development Services, Inc. in an Amount Not to Exceed \$15,000 for Additional Community Development Block Grant Business Assistance Services; and Approve Corresponding Budget Amendment.

Recommended Action: Approve execution of contract amendment No. 2 to the agreement with Community Development Services, Inc. in an amount not to exceed \$15,000 for additional CDBG Business Assistance services; and approve corresponding budget amendment.

Attachments:

1. C#1718155 - Community Development Services
2. Amendment No. 1- C#1718155
3. Draft Amendment No. 2- C#1718155

- 7.b. Council will Receive a Report of the Original Agreement with Munselle Civil Engineering for Professional Services Related to Topographic Survey of the Ukiah Landfill, and Consider Approving the Budget Amendment.

Recommended Action: Receive a Report of the Agreement with Munselle Civil Engineering in the Amount Not to Exceed \$16,500 for a topographic survey of the Ukiah Landfill as required for landfill closure project, and approve budget amendment.

Attachments:

1. Original Agreement
2. Addendum to Contract
3. Invoice 9036

- 7.c. Adoption of Resolution Identifying the 2020-2021 Project Funded by Senate Bill 1 (The Road Repair and Accountability Act), and Approval of Corresponding Budget Amendment for State Street from Mill Street to Henry Street.

Recommended Action: Adoption of Resolution Identifying the 2020-2021 Project Funded by Senate Bill 1 (SB 1- The Road Repair and Accountability Act), and approval of corresponding budget amendment for State Street from Mill Street to Henry Street.

Attachments:

1. Ukiah_SB-1_2020-2021_Project_List_Resolution

- 7.d. Authorization for Approval of Change Order with Gregg Simpson Trucking for the Replacement of Additional ADA Ramps in the amount of \$26,430 for the Dora Street ADA Improvement Project, Specification No. 19-19; and Corresponding Budget Amendment.

Recommended Action: Approve a Change Order with Gregg Simpson Trucking for the Replacement of Additional ADA Ramps in the amount of \$26,430 for the Dora ADA Improvement Project, Specification No. 19-19; and corresponding budget amendment.

Attachments: None

- 7.e. Approve Amending the Budget for Community Development Department Advertising and Publication.

Recommended Action: Approve Amending the Budget for Community Development Department Advertising and Publication.

Attachments:

1. CDD budget transfer request 4-7-20

- 7.f. Approval of Amendment with Hildebrand Consulting for Additional Services in Support of 2006 Wastewater Bond Refunding.

Recommended Action: Approve and authorize the City Manager to execute the Amendment No. 2 to Agreement No. 1819-153.

Attachments:

1. Contract No. 1819-153
2. Amendment 1
3. Amendment 2

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

11. PUBLIC HEARINGS (6:15 PM)

- 11.a. Deferral of Consideration of Adoption of a Resolution Adjusting the Current Fire Prevention Fees to Reflect the Actual Encumbered Costs, and Increase the List of Categories to Reflect Actual Items or Tasks Completed by the Prevention Office.

Recommended Action: Defer the adoption of a Resolution Adjusting the Current Fire Prevention Fees to Reflect the Actual Encumbered Costs, and Increase the List of Categories to Reflect Actual Items or Tasks Completed by the Prevention Office until May 20, 2020.

Attachments: None

12. UNFINISHED BUSINESS

- 12.a. Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.
Recommended Action: The City Council will receive a status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Attachments: None

13. **NEW BUSINESS**

- 13.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).
Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

Attachments:

1. 2020 City Council Special Assignments

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: 2)

Recommended Action: Confer in Closed Session

Attachments: None

- 14.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. SCU-K-CVPT-2018-70200

Recommended Action: Confer in Closed Session

Attachments: None

- 14.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. SCUUK- CVPT-15-66036

Recommended Action: Confer in Closed Session

Attachments: None

14.e. **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: Onetogether Solutions

Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session

Attachments: None

14.f. **Conference with Labor Negotiator (54957.6)**

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

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.

Kristine Lawler, City Clerk

Dated: 4/10/2020



AGENDA SUMMARY REPORT

SUBJECT: Proclamation of the City Council in Recognition of National Arbor Day.

DEPARTMENT: Community
Services

PREPARED BY: Tami Bartolomei, Community Services
Administrator

PRESENTER: Tami Bartolomei, Community Services
Administrator

ATTACHMENTS:

1. Attachment 1 - Arbor Day Proclamation

Summary: City Council will issue a Proclamation in recognizing April 24, 2020, as National Arbor Day.

Background: It has been 138 years since J. Sterling Morton founded Arbor Day. Morton not only advocated tree planting by individuals, but he also encouraged civic organizations and groups to join in. On January 4, 1872, Morton first proposed a tree-planting holiday to be called "Arbor Day" at a meeting of the State Board of Agriculture. In 1885, Arbor Day was named a legal holiday in Nebraska and April 22, Morton's birthday was selected as the date for its permanent observance. During the 1870s, other states passed legislation to observe Arbor Day. The most common date for observance of Arbor Day is the last Friday in April.

Discussion: Mr. Morton's idea of setting aside a special day for tree planting is now more important than ever. Trees are vital to our community. As houses, stores, schools, roads and parking lots spread and natural tree cover is lost, so is the absorbing effect of vegetation and soil. The City of Ukiah's Tree Management Guidelines provides policy guidelines for the preservation, maintenance and enhancement of the urban forest in parks and other areas maintained by City staff and contractors of the City of Ukiah.

City staff would like to remind the public all non-essential travel is not allowed at this time under the Mendocino County Public Health "Shelter in Place" order. Staff encourages the community to make plans to plant a tree when the orders have been lifted and it is safe to do so.

Staff is asking City Council to issue a Proclamation (Attachment 1) recognizing April 24, 2020, as Arbor Day and urging all citizens to support efforts to protect our trees and woodlands.

Recommended Action: City Council will issue a Proclamation in Recognition of National Arbor Day

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: Tree Advisory Group

Approved: 
Sage Sangiacomo, City Manager

PROCLAMATION

CELEBRATE ARBOR DAY 2020

WHEREAS, National Arbor Day is an annual observance that celebrates trees in our lives and promotes tree planting and care; and

WHEREAS, Arbor Day was first observed in 1872 in Nebraska, about the same time that Ukiah drew up its plans to become a city; and

WHEREAS, trees provide shade, cooling, and beauty; and

WHEREAS, Ukiah would be unbearably hot during the summer months without trees; and

WHEREAS, Ukiah has a sizeable tree canopy worthy of protection and enlargement; and

WHEREAS, the City of Ukiah's Tree Advisory Group is a volunteer group dedicated to the enhancement of the urban forest in Ukiah; and

WHEREAS, the City of Ukiah's Tree Advisory Group developed the Landmark Tree program to identify remarkable tree within the City of Ukiah; and

WHEREAS, the City of Ukiah provides policy guidelines for the preservations, maintenance and enhancement of the urban forest in parks and other areas maintained by the staff and contractors of the City of Ukiah; and

THEREFORE, I, Douglas Crane, Mayor of the City of Ukiah, do hereby proclaim April 24, 2020, as Arbor Day. In the City of Ukiah, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Signed and sealed, this 15th day of April, in the year Two Thousand and Twenty.

Douglas F. Crane, Mayor

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue, Ukiah, CA 95482
Teleconference Location: <https://global.gotomeeting.com/join/779694653>**

**April 1, 2020
6:00 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on April 1, 2020, having been legally noticed on March 27, 2020. The meeting was held through a teleconference system. Mayor Crane called the meeting to order at 6:04 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Jim O. Brown, Stephen G. Scalmanini, Juan V. Orozco, and Douglas F. Crane. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor.

URGENCY ITEM

Discussion and Possible Action Including Adoption of Urgency Ordinance Adopting Administrative Penalties for Violations of the County Health Officer's Orders Pertaining to the COVID-19 Pandemic.

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Mulheren/Brown to accept Urgency Item and place as Agenda Item 13b. Motion **carried** by the all votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Approval of the Minutes for the March 18, 2020, Special and Regular Meeting.

Motion/Second: Brown/Mulheren to approve Minutes of March 18, 2020, Special and Regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

a. Request Approval of Revision to the Insurance Requirements for the Tayman Park Golf Group Lease Agreement (COU No. 1920-134-A1), and Request Authorization for the City Manager to Negotiate and Execute an Amendment with the Contractor – Community Services.

- b. Adoption of a Resolution (2020-15) Terminating the Proclamation of a Local Emergency from the February 2019 Winter Storms – *Community Services*.
- c. Approval of Notice of Completion for the Ukiah Landfill Storm Damage Repairs, Specification No. 19-14 – *Public Works*.
- d. Approve Budget Amendments for Expenditures Related to the State of California Department of Housing and Community Development Home Investment Partnerships Program (HOME) Award, Standard Agreement #18-HOME-12560, for the Ukiah Senior Apartments Project – *Community Development*.
- e. Approval of Contract (COU No. 1920-239) with W-Trans for the Design of a Traffic Signal at the Intersection of East Gobbi Street and Waugh Lane in the Amount of \$64,650 – *Public Works*.
- f. Police Department Annual Report Review – *Police*.
- g. Approval of Notice of Completion for El Dorado Lift Station Replacement, Specification 19-13 – *Public Works*.
- h. Notification of Contract (COU No. 1920-240) with Bridges Restoration LLC, dba West Coast Fire & Water for On-Call Emergency Clean-up Services in the Amount of \$20,000 – *Finance*.

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

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

9. **COUNCIL REPORTS**

No reports were received.

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

Presenter: Sage Sangiacomo, City Manager.

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

12. **UNFINISHED BUSINESS**

- a. **Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community Impacts; and Any Other Related Matters.**

Presenters: Sage Sangiacomo, City Manager; Tami Bartolomei, Community Services Administrator; Craig Schlatter, Community Development Director; Shannon Riley, Deputy City Manager; Matthew Keizer, Building Official; and Dan Buffalo, Finance Director.

Public Comment: Jennifer Seward.

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: Councilmember Mulheren.

Report were received.

b. Urgency Item: Discussion and Possible Action Including Adoption of Urgency Ordinance Adopting Administrative Penalties for Violations of the County Health Officer's Orders Pertaining to the COVID-19 Pandemic.

Presenters: Craig Schlatter, Community Development Director and Darcy Vaughn, Assistant City Attorney.

Motion/Second: Brown/Mulheren to Introduce and adopt an Urgency Ordinance, by title only. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

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

Motion/Second: Brown/Mulheren to Introduce and adopt an Urgency Ordinance adopting administrative penalties for violations of the County Health Officer's orders pertaining to the COVID-19 pandemic; and 2) authorize Mayor to sign same. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

ORDINANCE NO. 1201

UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH
ADOPTING ADMINISTRATIVE PENALTIES FOR VIOLATION OF THE COUNTY HEALTH
OFFICER'S ORDERS PERTAINING TO THE COVID-19 PANDEMIC

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: 2)

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

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Onetoegether Solutions

Under Negotiation: Price & Terms of Payment

f. **Conference with Labor Negotiator (54957.6)**

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

No Closed Session was held.

15. **ADJOURNMENT**

There being no further business, the meeting adjourned at 7:20 p.m.

Kristine Lawler, City Clerk

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue, Ukiah, CA 95482
Teleconference Location: <https://global.gotomeeting.com/join/779694653>**

**April 8, 2020
4:00 p.m.**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on April 8, 2020, having been legally noticed on April 7, 2020. Mayor Crane called the meeting to order at 4:00 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Jim O. Brown, Stephen G. Scalmanini (*arriving at 4:02 p.m.*), Juan V. Orozco, and Douglas F. Crane. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR CRANE PRESIDING.

3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

4. UNFINISHED BUSINESS

a. Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.

Presenters: Sage Sangiacomo, City Manager; Tami Bartolomei, Office of Emergency Services Coordinator; Doug Hutchison, Fire Chief; Justin Wyatt, Police Chief; Craig Schlatter, Community Development Director; Shannon Riley, Deputy City Manager; Tim Eriksen, Public Works Director/ City Engineer; Greg Owen, Airport Manager; Tami Bartolomei for Sean White, Water Resources Director; and Dan Buffalo, Finance Director.

No public comment was received, and no action was taken.

5. NEW BUSINESS

6. ADJOURNMENT

There being no further business, the meeting adjourned at 5:32 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Execution of Contract Amendment No. 2 to the Agreement with Community Development Services, Inc. in an Amount Not to Exceed \$15,000 for Additional Community Development Block Grant Business Assistance Services; and Approve Corresponding Budget Amendment.

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

PRESENTER: Consent item

ATTACHMENTS:

1. C#1718155 - Community Development Services
2. Amendment No. 1- C#1718155
3. Draft Amendment No. 2- C#1718155

Summary: Council will consider approving execution of a contract amendment, No. 2, to the agreement with Community Development Services, Inc. in an amount not to exceed \$15,000 for additional Community Development Block Grant (CDBG) Business Assistance services. Council will also consider approving a corresponding budget amendment.

Background: City Council approved contract No. 1718-155 (Attachment 1) between the City of Ukiah and Community Development Services, Inc. (CDS) on February 7, 2018, in an amount not to exceed \$20,000, for Community Development Block Grant (CDBG) Business Assistance loan underwriting services. On May 15, 2019, City Council approved an amendment to this contract (Attachment 2) for an additional \$10,000, bringing the total contract amount to \$30,000. The amended agreement between the City and CDS also extended the time period of the contract two years, from November 22, 2017 to November 22, 2019.

Since 2018 and with the assistance of underwriting services provided by CDS, the City has closed on loans to three small businesses. All loans were funded by CDBG funds within standard agreement No. 16-CDBG-11147 and CDBG Program Income. Loans provided to these three businesses created and/or retained approximately 30 full and part time jobs in Ukiah.

By November 22, 2019, the City had expended all Business Assistance Program grant funds within CDBG standard agreement No. 16-CDBG-11147. Even though grant funds were expended, the City continues to receive monthly loan payments from CDBG-funded loans and occasionally receives a loan payoff. Repayments of CDBG-funded loans are known as CDBG Program Income (PI). This CDBG PI is collected by the City in a separate fund to be loaned out again to other businesses. The revolving nature of CDBG PI allows the City to have a sustainable and locally-controlled business assistance loan program for small Ukiah businesses.

New grants are only needed to augment the pool of loan funds available when the City substantially spends down its balance of CDBG PI and/or in response to heightened demand. By the end of 2019, the City had completely expended its balance of CDBG PI.

Discussion: There has been new demand for CDBG Business Assistance loans due to the economic impact

to businesses during the COVID-19 pandemic. The CDBG Business Assistance program is unique as a lending tool in that loan terms are determined by the City's locally-based loan committee, and can be flexible to support the retention or expansion of Ukiah businesses.

In the near future, Staff anticipates requesting Council authorization of an application for CDBG Business Assistance Program funds in response to the 2020 Notice of Funding Availability. Staff also anticipates the need for loan underwriting services to provide financial support to businesses during the COVID-19 pandemic and if any CDBG stimulus funding becomes available for such assistance. To assist with these efforts, Staff is seeking Council approval of the contract amendment with CDS in Attachment 3. The proposed Amendment 2, if approved, will add \$15,000, and extend the contract until November 22, 2021.

Recommended Action: Approve execution of contract amendment No. 2 to the agreement with Community Development Services, Inc. in an amount not to exceed \$15,000 for additional CDBG Business Assistance services; and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

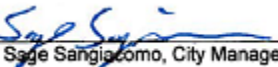
CURRENT BUDGET AMOUNT: 60012612.52155: \$0

PROPOSED BUDGET AMOUNT: 60012612.52155: \$15,000

FINANCING SOURCE: Fund 606 - CDBG Program Income

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 1718-155

COORDINATED WITH: Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

COU #1718155

PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 22nd day of November, 2017 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Community Development Services, a Civilian Corp organized and in good standing under the laws of the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to underwriting services for its Business Assistance Loan Program, funded by Community Development Block Grant (CDBG) #16-CDBG-11147.
- 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 As set forth in 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 one year from receipt of the Notice to Proceed. The term of this agreement may be extended up to an additional four (4) years, for a total of five (5) years, upon written approval by the City of Ukiah. 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 \$20,000 total or limited to 10% of the actual approved loan, whichever is less. 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 Attachment B, which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.
- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities identified in 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 venture, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

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

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

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

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

6.0 INDEMNIFICATION

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations,

products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

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

2. Worker's Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Subcontractors

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

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant in the performance of services under this contract by Consultant,

but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

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

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

7.0 APPLICABLE STATE/FEDERAL GRANT PROVISIONS

7.1 Equal Opportunity.

1. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances

During the performance of this Agreement, the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, the Fair Housing Act of 1988, and all implementing regulations.

2. Rehabilitation Act of 1973 and the "504 Coordinator"

The Consultant agrees to comply with the City's implementation of the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, the local designation of a special person charged with local enforcement of this Act, as the "504 Coordinator".

3. The Training, Employment, and Contracting Opportunities Assurance of Compliance:

- a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development

set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

- c. The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include these Section 3 clauses in every contract and subcontract for Work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Consultant has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Consultant and its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. State Nondiscrimination Clause:

- a. During the performance of this contract, City, and Consultant shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition (cancer), physical disability (including HIV and AIDS), marital status, age (over 40), sex, denial of family and medical leave, and denial of pregnancy leave. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5, of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full. City, Consultant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. City and Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

5. Americans with Disabilities Act (ADA) of 1990

By signing this agreement, the parties to this agreement assure the State that they will comply with the Americans with Disabilities Act (ADA) of 1990, (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to the ADA.

6. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or More

The City and the Consultant hereby agree to place in every contract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, Construction Contract Specifications. The City furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

7.2 Monitoring and Audit. Consultant agrees to allow the Housing and Community Development Department, Bureau of State Audits, HUD, or other State or federal agencies or their representatives, upon reasonable notice, unrestricted access to all relevant records, documents, books, accounts, and all other materials for grant monitoring or auditing purposes, including the monitoring for conformity with any Grant Agreement. City will monitor for conformity with its State contract.

7.3 Copeland Act. Consultant shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented in Department of Labor regulations (29 CFR Part 3).

7.4 Copyright. Any documents furnished by City or produced by Contractor in the performance of this Contract belong to City which shall own any and all intellectual property and copyrights thereto. Any discovery or invention developed by City or Consultant in the performance of this Contract shall belong to City which shall have the exclusive right to seek patent protection therefor.

7.5 Access to Records. Consultant shall provide City, the U.S. Department of Housing and Urban Development ("HUD"), the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

7.6 Retention of Records. Consultant shall retain all records related to its performance under this Agreement and City's payments hereunder for five years after final payment has been made hereunder and all other pending matters are closed.

7.7. Environmental Compliance. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. §1857(h)), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

- 7.8. Energy Efficiency. Consultant shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. Law 94-163, 89 Stat. 871).
- 7.9. Anti-lobbying Requirements. The anti-lobbying certification attached hereto as Exhibit 1 is a material representation of fact upon which the City has relied in entering this agreement.

8.0 CONTRACT PROVISIONS

- 8.1 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.
- 8.2 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.
- 8.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 8.4 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.
- 8.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 8.6 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.
- 8.7 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.
- 8.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings,

maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.

8.9 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.

9.0 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
City Manager's Office
300 Seminary Avenue
Ukiah, California 95482-5400

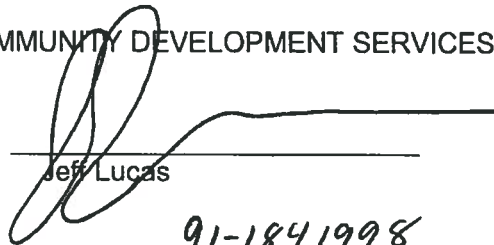
COMMUNITY DEVELOPMENT SERVICES
Attention: Jeff Lucas
3895 Main Street
Kelseyville, California 95452

10.0 SIGNATURES

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

COMMUNITY DEVELOPMENT SERVICES

BY:


Jeff Lucas

11-27-2017
Date

IRS IDN Number

91-1841998

CITY OF UKIAH

BY:


Sage Sangiacomo
CITY MANAGER

1/16/18
Date

ATTEST


Kristine Lawler
CITY CLERK

1/16/18
Date

**ATTACHMENT A
SCOPE OF WORK**

1. Work with City of Ukiah staff to confirm CDBG eligibility based on job creation/retention potential and other criteria; maintain documentation, and perform tracking of job creation and public benefit.
2. Provide loan proposal analysis and work closely with City of Ukiah staff to convey recommendations and summaries to the City Loan Review Committee.
3. Follow appropriate program underwriting criteria and analysis for each loan, using the current CDBG Economic Development Business Loan Review Checklist to ensure compliance with CDBG Federal Overlay requirements, National Objectives, Public Benefit and underwriting requirements.
4. Working closely with City of Ukiah staff, prepare project loan evaluation and summary, including Staff's recommendation, for presentation to City Loan Review Committee.
5. For approved loans, prepare promissory note, business loan agreement, deed of trust, UCC filings and other loan and loan closing documents required, utilizing industry standard documents that are CDBG-compliant.
6. As necessary, prepare escrow instructions and submit to the City or Title Company for execution.

**ATTACHMENT B
FEE SCHEDULE**

Hourly Rate

\$125 – Senior Staff

Budget for each loan not to exceed 10% of the loan amount.

Senior Staff Assigned

Jeff Lucas
Ben Felt
Dan Obermeyer

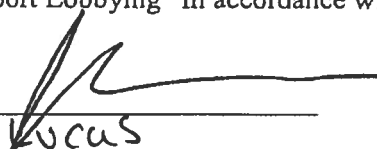
EXHIBIT 1

Anti-Lobbying Certification

The undersigned certifies to the best of his or her knowledge or belief that:

- a. No Federal appropriated funds have been paid, or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension of continuation, renewal, amendment or modification of any Federal contract, grant loan, or cooperative agreement;
- b. If any funds other the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

DATED: 12/6/17


Name: Jeff Lucas
Title: Principal

CITY OF UKIAH
AMENDMENT 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COMMUNITY DEVELOPMENT SERVICES and THE CITY OF UKIAH

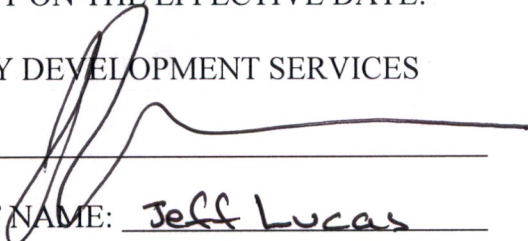
This Amendment No. 1, entered on May 28, 2019, revises the Agreement for Professional services dated November 22, 2017 between the City of Ukiah and Community Development Services, for professional consulting services relating to CDBG Business Assistance Program loan underwriting.

This Amendment No. 1 adds an additional not-to-exceed amount of \$10,000, for a total revised contract amount of \$30,000. This Amendment No. 1 also extends the time period of the contract two years from November 22, 2017, as authorized under Section 3.1 of the Professional Services Agreement, to a new completion date of November 22, 2019.

Except as expressly amended by this Agreement, all other terms and conditions of the agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

COMMUNITY DEVELOPMENT SERVICES

BY:  _____

DATE: 5-30-2019

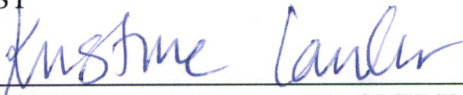
PRINT NAME: Jeff Lucas

CITY OF UKIAH

BY:  _____
SAGE SANGIACOMO, CITY MANAGER

DATE: 6-11-19

ATTEST

BY:  _____
KRISTINE LAWLER, CITY CLERK

DATE: 6-11-19

COU #1718155

CITY OF UKIAH
AMENDMENT 2
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COMMUNITY DEVELOPMENT SERVICES and THE CITY OF UKIAH

This Amendment No. 2, entered on _____, 2020, revises the Agreement for Professional services dated November 22, 2017 between the City of Ukiah and Community Development Services, for professional consulting services relating to CDBG Business Assistance Program loan underwriting.

This Amendment No. 2 adds an additional not-to-exceed amount of \$15,000, for a total revised contract amount of \$45,000. This Amendment No. 2 also extends the time period of the contract an additional two years from November 22, 2019, as amended, from the original contract date of November 22, 2017, and as authorized under Section 3.1 of the Professional Services Agreement, to a new completion date of November 22, 2021.

Except as expressly amended by this Agreement, all other terms and conditions of the agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

COMMUNITY DEVELOPMENT SERVICES

BY: _____

DATE: _____

PRINT NAME: _____

CITY OF UKIAH

BY: _____
 SAGE SANGIACOMO, CITY MANAGER

DATE: _____

ATTEST

BY: _____
 KRISTINE LAWLER, CITY CLERK

DATE: _____



AGENDA SUMMARY REPORT

SUBJECT: Council will Receive a Report of the Original Agreement with Munselle Civil Engineering for Professional Services Related to Topographic Survey of the Ukiah Landfill, and Consider Approving the Budget Amendment.

DEPARTMENT: Public Works

PREPARED BY: Jason Benson, Senior Civil Engineer

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Original Agreement
2. Addendum to Contract
3. Invoice 9036

Summary: Council will receive a report of the Original Agreement with Munselle Civil Engineering for professional services related to topographic survey of the Ukiah Landfill as required for the landfill closure project and consider approving a budget amendment for the addendum to the agreement.

Background: Public Works staff has been working with the various permitting agencies to obtain approval of the landfill closure project. Resubmittal of the final closure plan is required. Settling at the landfill has occurred during the six years since the previous topographic survey. In order to prepare final grading plans for the Ukiah Landfill closure project, an updated topographical survey is now required.

Discussion: Staff contracted Munselle Civil Engineering (MSE) for topographical survey of the Ukiah Landfill for the Ukiah Landfill Closure Project. MSE performed the topographical survey work in June and July of 2019 in the amount of \$16,495, and staff found the fees to be commensurate with the scope of work. A copy of the agreement for this work is included as Attachment #1 for reference.

An additional topographical survey was required after further field investigations that found settling in areas due to storm damages. The survey points will be used as supplemental data for the topographic survey completed by MCE in June 2019.

An agreed-upon addendum to the contract was made to MSE by City staff at an estimated value of services of \$5,500. A copy of the addendum for this work is included as Attachment #2 for reference. Other survey, drafting, and mapping to the original project documents by MSE was completed and updates provided in October 2019. The budget amendment, if approved, will authorize increasing this project balance by the invoiced total of \$5,470 (Attachment #3) to \$21,970 in the account #70024500.80230 Project Code 18025.

Recommended Action: Receive a Report of the Agreement with Munselle Civil Engineering in the Amount Not to Exceed \$16,500 for a topographic survey of the Ukiah Landfill as required for landfill closure project, and approve budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 70024500.80230.18025: \$16,500

PROPOSED BUDGET AMOUNT: 70024500.80230.18025: \$21,970

FINANCING SOURCE: Fund 700

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract Number 1819-221

COORDINATED WITH: Tim Eriksen, Director of Public Works/City Engineer

Approved: 
Sage Sangiacomo, City Manager

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 28th day of FEBRUARY 2019 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Munselle Civil Engineering, a corporation, organized and in good standing under the laws of the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services to complete a topographic survey of the Ukiah Landfill.
- 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. 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 maximum dollar amount of \$16,500. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B, which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment

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

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

5.0 ASSURANCES OF CONSULTANT

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

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

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

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

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

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

6.0 INDEMNIFICATION

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

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

2. Worker's Compensation and Employers Liability Coverage

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

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend for the duration of the work being performed.

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.

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

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

7.0 CONTRACT PROVISIONS

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

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

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

8.0 NOTICES

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

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

Munselle Civil Engineering
513 Center Street
Healdsburg, CA 95448

9.0 SIGNATURES

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

CONSULTANT

BY: 

2/28/19

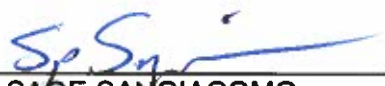
Date

PRINT NAME: CORT MUNSELLE

26-4291736

IRS IDN Number

CITY OF UKIAH

BY: 
SAGE SANGIACOMO
CITY MANAGER

5-15-19

Date

ATTEST


KRISTINE LAWLER, CITY CLERK

5-15-19

Date

APPROVED AS TO FORM:



DAVID J. RAPPORT
CITY ATTORNEY

5-8-19

Date

[Attachment A]
Scope of Work

Task 1: Base Scope of Services

1. **Aerial Control Map:** We will reutilize permanent control point monuments and set new control point monuments as necessary for aerial control panels to map the area of the solid waste. The will be located using GPS instruments and will be on California Grid Basis, using current HPGN Data from Caltrans. This will allow the City to insert the mapping into their GIS system. An attempt will be made to locate control points previously set in 2013 for mapping done at that time. This will allow the same vertical basis to be used as was used previously.
2. **Topographic Map:** A topographic map will be prepared of an area of approximately 107 acres as delineated on Exhibit 1. The mapping will primarily consist of the disturbed area of the solid waste site and includes the following:
 - a) The entire creek bed along the north side of the survey limits, and 50' northerly beyond the creek.
 - b) Perimeter access road and 100 feet south of the southerly access road
 - c) Buildings and Structures – building outlines and tank outlines.
 - d) Dripline of Trees immediately adjacent to or in the perimeter.
 - e) Access roads at points of entry to the property and for circulation within the mapped perimeter.
 - f) Existing ponds within the survey perimeter. Does not include survey below the current water level.
 - g) Existing fencelines showing angle points, along the west and southwest boundary, as defined in No. 3, below.
 - h) Contours delineated at 2 foot intervals,(but mapped at a precision of 1 foot intervals), with spot elevations at intervals along benches, access roads, pond embankment crests and pond water surfaces.
 - i) Overhead Utility line location based upon visible utility elements will be mapped. Visible water main appurtenances (if any), visible drainage structures and open channels are included.
 - j) Grade breaks or hinge lines will be provided along the crest and the toe of slopes
3. **Approximate Boundary Location:** We will attempt to locate the property corners along the western boundary common to APN 178-180-07. Three property corners are also of record along the boundary common with APN 178-200-02 and 178-200-05. These corners were monumented previously by a map filed in Map Case 1, Drawer 7, Page 109, Mendocino County Records in 1945. Fences exist along parts of this boundary, so they shall be shown at a minimum.

Items Not Included:

1. Tree trunks adjacent to the southern perimeter road and north of the creek bed shall not be located.
2. Monitoring well locations will not be mapped.
3. No boundary corners will be monumented. (Parts of the approximate boundary will be delineated using the best information available as described in No. 3 above.)
4. A record of survey will not be prepared for the boundary.

Deliverables:

CAD drawings in electronic format (Civil 3D) and 3 hard copies of the map.

Work Schedule and Budget

SCHEDULE OF WORK:

Consultant realizes that the timely performance of the services provided is an important element of this Agreement. Consultant will endeavor to complete the work with due and reasonable diligence consistent with sound professional practice and within the time frame noted below. Consultant and the City agree to cooperate with each other in every way on the project and to solicit the cooperation of other parties who may influence the schedule of the work.

The time of completion noted below is an estimate only and Consultant is not responsible for circumstances beyond its control. It is also possible that as the project proceeds, sound professional practice may necessitate additional work being done and hence additional time may be needed for completion.

Consultant will begin the work within **14** days of receipt of this signed Agreement. Consultant anticipates that work will be completed within **30** days after commencing work assuming no major weather delays. If weather delays are encountered, the project team will be notified so the schedule can be updated.

RETAINER:

None Required

PAYMENT:

City agrees to pay a Maximum Not-to-Exceed Fee of **\$ 16,500**, based upon time, fee schedule and direct project costs; also provided that if the work is canceled, terminated or otherwise discontinued without fault by Consultant the work done to the date of termination shall be paid for on an hourly basis in accordance with "Attachment B", Schedule of Fees.

If additional work is requested or required, which is not covered in the Scope of Work, the City agrees to meet with representatives of Consultant to discuss changes in the scope, schedule, cost or other Terms of Agreement. If modifications to the Agreement are required, Consultant will prepare an amendment to the Agreement for Professional Consulting Services for execution by the Client and Consultant.

NOTE: Hourly rates on the Schedule of Fees are valid for one year from the date of this Agreement. Thereafter, if Munselle Civil Engineering raises its fees to all Clients, the Schedule of Fees for this project may be amended accordingly

EXHIBIT 1

Legend

- Solid Waste Survey
- Ukiah Gun Club
- Vichy Springs
- Vichy Springs Resort

White outline represents survey limits

Vichy Springs

Google Earth

© 2013 Google

2000 ft



13



Planning
Civil Engineering
Project Management
Construction Management
Surveying
Entitlements
Concept Design
Feasibility Studies

HEALDSBURG OFFICE
513 Center St.
Healdsburg, CA 95448
Phone (707) 395-0968
cort@munsellecivil.com
www.munsellecivil.com

UKIAH OFFICE
100 N. Pine Street
Ukiah, CA 95482
Phone (707) 462-6536
tyler@munsellecivil.com
www.munsellecivil.com

MILL VALLEY OFFICE
225 Flamingo Road
Mill Valley, CA 94941
Cell (707) 775-8986
dan@dvcgroup.net
www.dvcgroup.net

ATTACHMENT B: STANDARD FEE SCHEDULE

1. PERSONNEL SERVICE FEE

STANDARD HOURLY RATES

DEPOSITIONS &/OR COURT APPEARANCES	\$250.00/hr (4-hr min)
PROJECT MANAGEMENT	\$175.00
PROFESSIONAL PLANNER	\$165.00
PROFESSIONAL ENGINEER	\$150.00
ENGINEER	\$130.00
PROFESSIONAL LAND SURVEYOR	\$150.00
SURVEYOR	\$130.00
CONSTRUCTION MANAGEMENT	\$150.00
2 PERSON SURVEY/STAKING CREW	\$245.00
1 PERSON SURVEY/STAKING	\$205.00
AUTOCAD DRAFTING	\$110.00
PERMIT PROCESSING	\$110.00
CLERICAL OFFICE SERVICES	\$75.00

2. MISCELLANEOUS FEES

PICK-UP AND DELIVERY SERVICES	\$50.00
SUBCONTRACTED SERVICES	cost plus 10%
COMMERCIAL DELIVERY SERVICES	cost plus 10%
OUTSIDE PRINTING	cost plus 10%
OTHER COSTS INCURRED @ CLIENT'S REQUEST	cost plus 10%
CONSULTANT'S BLUEPRINTING	\$3.00 per sheet

3. PAYMENT

Invoices transmitted are due 30 days after receipt payable to:

Munselle Civil Engineering
513 Center St.
Healdsburg, CA 95448

4. SUPERSEDED FEE SCHEDULE

Our Standard Fee Schedule is updated periodically and is subject to change.

Initial: _____ / _____

46-19

new task
ground topography

CON No. 1319-221 A1

ATTACHMENT #2

MUNSELLE
CIVIL ENGINEERING

CIVIL ENGINEERING

Planning
Civil Engineering
Project Management
Construction Management
Surveying
Entitlements
Concept Design
Feasibility Studies

HEALDSBURG OFFICE
513 Center St
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Phone (707) 775-8600
dan@dvcgroup.net
www.dvcgroup.net

Ukiah Landfill | Ukiah, CA 95482 | APN 178-130-01

*****Addendum to Contract*****

Agreement entered on this 15th day of October, 2019 by and between:

CONSULTANT	CLIENT
Munselle Civil Engineering (MCE) 513 Center Street Healdsburg, CA 95448 707-395-0968 steve@munsellecivil.com	Richard Seanor 300 Seminary Avenue Ukiah, CA 95482 707-463-6296 rseanor@cityofukiah.com

A. Consultant agrees to perform the following scope of services:

1. **Ground Confirmation Topographic Survey:** MCE will provide a ground confirmation survey to verify ground elevations for the areas indicated in gray on the attached image. The ground points will be used as supplemental data for the aerial topographic survey completed by MCE in June, 2019. The estimated cost for this service is \$5,500.

**This is an addendum to the consulting agreement between the City of Ukiah and Munselle Civil Engineering, executed on February 28, 2019.

B. AUTHORIZATION:

I, the undersigned Client, have reviewed the entire Work Authorization as to the scope of work and fee, and I hereby authorize the Engineering Work described to be performed in accordance with the above terms. This constitutes the entire agreement between the parties. Any modification of this agreement shall be in writing and signed by the parties named below.

Munselle Civil Engineering

Client:

By: Steven Klein Date 10/15/19 By: [Signature] Date 10-15-19

By: Steven Klein, P.L.S. Date

By:

Date



Munselle Civil Engineering

513 Center St.
Healdsburg, CA 95448-
Tel: 707-395-0968
www.munsellecivil.com

ADDENDUM #3

Invoice

City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

Invoice Date: Nov 1, 2019

Invoice Num: 9036

46-19 Ukiah Landfill:04-Ground Topography (46-19 Ukiah Landfill:04-GTOPO) - Managed by (Steve J Klein)

Professional Services:

<u>Date</u>	<u>Description</u>	<u>Memo</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/16/2019	Professional Land Surveyor	Prep for field	1.00	\$150.00	\$150.00
10/17/2019	Survey 2 man crew	GPS Topo survey	7.75	\$245.00	\$1,898.75
10/17/2019	Survey 2 man crew	Topographic survey	10.25	\$245.00	\$2,511.25
10/18/2019	AutoCad drafting	Topographic map drafting	3.50	\$110.00	\$385.00
10/22/2019	Professional Land Surveyor	Topo drafting.	1.50	\$150.00	\$225.00
10/23/2019	Professional Land Surveyor	Review topo map	2.00	\$150.00	\$300.00
Total:					\$5,470.00

Project (46-19 Ukiah Landfill:04-GTOPO) Total Amount Due: **\$5,470.00**

Amount Due This Invoice: **\$5,470.00**

This invoice is due on 12/1/2019 12:00:00AM

APPROVED FOR PAYMENT
CONTRACT # 1819221
70024500.80230.18025

JASON BENSON 01APR2020



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Identifying the 2020-2021 Project Funded by Senate Bill 1 (The Road Repair and Accountability Act), and Approval of Corresponding Budget Amendment for State Street from Mill Street to Henry Street.

DEPARTMENT: Public Works **PREPARED BY:** Jarod Thiele, Public Works Management Analyst
PRESENTER: Consent Calendar

ATTACHMENTS:

1. Ukiah_SB-1_2020-2021_Project_List_Resolution

Summary: Council will Consider Adoption of a Resolution Identifying the 2020-2021 Project Funded by Senate Bill 1 (The Road Repair and Accountability Act), and approval of corresponding budget amendment for State Street from Mill Street to Henry Street.

Background: With the adoption of Senate Bill 1, the Road Repair and Accountability Act (RMRA) of 2017 Senate Bill Law 1 (SB 1) into law, local agencies are required to submit a list of projects using the funding amount identified as the Road Maintenance Rehabilitation Account (RMRA). For the City of Ukiah, the estimated RMRA funding amount available for Fiscal Year 2020-2021 is \$307,780. As a condition to receive RMRA funding, cities are required to select a project through a City resolution.

Discussion:

City Staff recommended to Council, when the Downtown Streetscape and Road Diet Project was awarded on November 6, 2019, that the SB1 Funding for Fiscal Year 2020-2021 would be utilized for this project. Therefore, Staff is recommending adoption of a Resolution (Attachment 1) to allocate the SB1 funds to this project.

Recommended Action: Adoption of Resolution Identifying the 2020-2021 Project Funded by Senate Bill 1 (SB 1- The Road Repair and Accountability Act), and approval of corresponding budget amendment for State Street from Mill Street to Henry Street.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: \$0

PROPOSED BUDGET AMOUNT: 50024220.80230 PC18019- \$307,780

FINANCING SOURCE: Senate Bill 1 Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Tim Eriksen, Director of Public Works/City Engineer

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2020-**RESOLUTION OF THE CITY OF UKIAH ADOPTING A PROJECT FOR FISCAL YEAR 2020-2021 FUNDED****BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City of Ukiah are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Ukiah must adopt a project proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Ukiah, will receive an estimated \$307,780 in RMRA funding in Fiscal Year 2020-21 from SB 1; and

WHEREAS, this is the fourth year in which the City of Ukiah is receiving SB 1 funding and will enable the City of Ukiah to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Ukiah used its Pavement Management System to identify the SB 1 project to ensure revenues are being used on the most high-priority and cost-effective project that also meets the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Ukiah maintain and rehabilitate a key street this year and with similar projects to follow in the future; and

WHEREAS, the 2019 California Statewide Local Streets and Roads Needs Assessment found that the City of Ukiah's streets and roads are in a "poor" condition and this revenue along with Measure "Y" street maintenance sales tax revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "fair" condition; and

WHEREAS, this SB 1 project and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Ukiah, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The fiscal year 2020-2021 project planned to be funded with Road Maintenance and Rehabilitation Account revenues includes:

Description: Pavement Reconstruction; Location: North State Street from Mill Street to Henry Henry Street; Estimated Useful Life: 20 years; Anticipated Year of Construction: 2020 or 2021

PASSED AND ADOPTED this 15th day of April, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Authorization for Approval of Change Order with Gregg Simpson Trucking for the Replacement of Additional ADA Ramps in the amount of \$26,430 for the Dora Street ADA Improvement Project, Specification No. 19-19; and Corresponding Budget Amendment.

DEPARTMENT: Public Works **PREPARED BY:** Jarod Thiele, Public Works Management Analyst
PRESENTER: Consent Calendar

ATTACHMENTS:

None

Summary: Council will consider authorizing the approval of a change order with Gregg Simpson Trucking for the replacement of additional ADA ramps in the amount of \$26,430 for the Dora ADA Improvement Project, Specification No. 19-19; and approval of corresponding budget amendment.

Background: The City was awarded a MCOG grant for the Local Transportation Fund 2% Bicycle & Pedestrian Funding in the amount of \$103,953 for the purpose of improving bicycle and pedestrian safety. The award will fund the design and construction of ten ADA pedestrian curb ramps along Dora Street at the intersections of Grove Avenue, Walnut Avenue and Willow Avenue.

The funding of this project goes toward the City's continued effort to complete a connected and continuous ADA network of ramps throughout the City. The project will also further the City's plans to comply with the Ukiah Bicycle and Pedestrian Master Plan, adopted by the City Council on April 20, 2016.

Discussion: On March 18, 2020, Council awarded a contract to Gregg Simpson Trucking (GST) in the amount of \$70,020 for the construction of the Dora Street ADA Improvement Project, Specification No. 19-19.

Since the bid price came in significantly lower than the grant amount, staff inquired if GST is willing to replace four additional ADA ramps. GST is willing to replace four additional ADA ramps at the current bid price.

Staff is Council's authorization to approve a change order to maximize the grant funds available, as there is no additional cost to the City.

Recommended Action: Approve a Change Order with Gregg Simpson Trucking for the Replacement of Additional ADA Ramps in the amount of \$26,430 for the Dora ADA Improvement Project, Specification No. 19-19; and corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10024200.80230.18186- \$77,020

PROPOSED BUDGET AMOUNT: 10024200.80230.18186- \$26,430

FINANCING SOURCE: MCOG LTF Grant

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Not Issued

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

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Approve Amending the Budget for Community Development Department Advertising and Publication.

DEPARTMENT: Finance

PREPARED BY: Candice

PRESENTER:

ATTACHMENTS:

1. CDD budget transfer request 4-7-20

Summary: The Council will consider approval of amending the budget for Community Development for Advertising and Publication.

Background: The Community Development Block Grant (CDBG) program is a federally appropriated program that disburses grants by formula allocation to States and large cities and counties for the purposes of addressing a variety of housing and community and economic development needs, principally for the benefit of low-income persons. The California Department of Housing and Community Development (HCD) administers the CDBG program for small cities and counties like the City of Ukiah and annually releases Notices of Funding Availability for competitive and non-competitive grants.

The Community Development Department administers and implements activities funded by CDBG grants and Program Income. As part of the program, costs incurred to administer the program funds are eligible for reimbursement.

Discussion: A budget amendment (Attachment 1) is needed to appropriate funds in special accounts for CDBG general administration, funded by general administration reimbursement from CDBG Program Income and future CDBG open grants.

Recommended Action: Approve Amending the Budget for Community Development Department Advertising and Publication.

BUDGET AMENDMENT REQUIRED: Yes

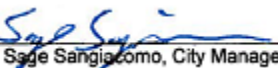
CURRENT BUDGET AMOUNT: 10023411.52515: \$0

PROPOSED BUDGET AMOUNT: 10023411.52515: \$1,000.00; 10023411.43301: \$1,000.00

FINANCING SOURCE: General Admin Reimbursement

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Dan Buffalo, Finance Director; Craig Schlatter, Director of Community Development

Approved: 
Sage Sangiacomo, City Manager



City of Ukiah

Budget Transfer Request

Date: 4/7/2020Budget Transfer No: _____
(Office Use Only)Department: Community Development

Request is hereby made for change in the budget appropriation to the department as follows:

FROM:			TO:		
Org/Object/Project	Account Description	Amount	Org/Object/Project	Account Description	Amount
			10023411.52515	ADVERTISING & PUBLICATION	\$1,000.00
			10023411.43301	GENERAL ADMIN REIMBURSEMENT	\$1,000.00

The Budget adjustment requested about is required to permit the effective functioning of this department.

Specific explanation and justification of this request follows:

To appropriate funds in specific accounts for CDBG general admin, funded by general admin reimbursement from CDBG PI and grant funds

REQUESTED BY:


 Department Director

Reviewed by:

Finance Department

Approved by:

City Manager

INSTRUCTIONS:

- Requestor needs to complete account code, description, and amount sections.
- Requestor needs to complete a detailed explanation and justification for transfer.
- The request is sent to Finance for review.
- Finance will forward to the City Manager's office for final approval.

NOTE:

City Manager approval is required for transfers within a Fund or Department Budgets.
Transfers between Funds require separate City Council approval.



AGENDA SUMMARY REPORT

SUBJECT: Approval of Amendment with Hildebrand Consulting for Additional Services in Support of 2006 Wastewater Bond Refunding.

DEPARTMENT: Finance

PREPARED BY: Dan Buffalo, Finance Director

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Contract No. 1819-153
2. Amendment 1
3. Amendment 2

Summary: Council will consider approving Amendment #2 in the not-to-exceed amount of \$18,000 to Contract No. 1819-153 with Hildebrand Consulting, in collaboration with the Reed Group, Inc. to perform additional work related to the joint Sewer rate Study for the City of Ukiah and Ukiah Valley Sanitation District.

Background: On December 19, 2018, Council approved entering into an agreement, jointly with the Ukiah Valley Sanitation District (UVSD), with Hildebrand Consulting (Consultant), in the amount not-to-exceed \$81,210 to perform a joint sewer rate study (Study) (Attachment 1). That Agreement was amended July 3, 2019 to include additional work in an amount not-to-exceed \$25,000 for the Study (Attachment 2). In December, 2019, both agencies requested additional work by the consultant for the rate study in support of the refunding effort of the 2006 wastewater revenue bonds. Consultant provided that work.

Discussion: The effective date of this amendment (Attachment 3) is retroactive to December 10, 2019. The actual final costs of the remaining services under this second amendment was \$1,686. The cost of the amendment is shared with UVSD based on the agreed upon share of costs, 53%/47% City/District. The District has already approved the remaining invoice against this amendment. The remaining amount of funds (\$18,000-\$1,686) under this amendment will be unencumbered.

Recommended Action: Approve and authorize the City Manager to execute the Amendment No. 2 to Agreement No. 1819-153.

BUDGET AMENDMENT REQUIRED: \$1,686

CURRENT BUDGET AMOUNT: \$106,200

PROPOSED BUDGET AMOUNT: \$107,886

FINANCING SOURCE: Current City sewer revenues, UVSD contribution

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH:

Approved: 
Sage Sangiacomo, City Manager

COU No. 1819153

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered in Ukiah, California, this 16th day of January, 2019 ("Effective Date"), by and between the CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" jointly with the Ukiah Valley Sanitation District, hereinafter referred to as "UVSD" and Hildebrand Consulting, a Limited Liability Company, organized and in good standing under the laws of the State of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. and UVSD City requires consulting services related to conducting a sewer rate study, to develop potential sewer rates for City and UVSD. The study will be conducted in collaboration with The Reed Group, Inc. CM
- b. Consultant represents that it has the qualifications, skills, experience and is properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City, UVSD 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, UVSD 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 UVSD and shall complete such services within seven months from receipt of the Notice to Proceed. Consultant shall complete the work to the reasonable satisfaction of City and UVSD, even if contract disputes arise or Consultant contends it is entitled to further compensation. CM

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 \$81,210. Labor charges shall be

COU No. 1819153

based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B, which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment "A". Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount. A dm

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. and UVSD dm

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. and UVSD dm

5.0 ASSURANCES OF CONSULTANT and UVSD dm

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. for UVSDs dm

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. for UVSD dm

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 or UVSD. and UVSD dm

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 UVSD and their officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any

COU No. 1819153

such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

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

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City and UVSD. 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 and UVSD Manager determines that the Consultant has a disclosure obligation under the City's or UVSD'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 or UVSD's 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.

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2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

and UVSD OKM 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. and UVSD OKM

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 and UVSD, their 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 and UVSD, and their officers, officials, employees or volunteers.
- b. OR UVSD OKM The Consultant's insurance coverage shall be primary insurance as respects to the City and UVSD, and their 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 and UVSD, and their 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.

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2. Worker's Compensation and Employers Liability Coverage

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

3. Professional Liability Coverage

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

4. All Coverages

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

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 and UVSD 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 and UVSD. 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 and UVSD 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 and UVSD 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 and UVSD has paid the premium.

and UVSD
OK

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.

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- 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 UVSD, or arising from the active negligence of the City or UVSD. and
UVSD
qmu

"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, UVSD 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 or UVSD and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the jointly owned property of the City and UVSD upon their creation and shall be given to City or UVSD 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 and UVSD in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City and UVSD. or UVSD
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- 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. and
UVSD's
qmu

- 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.

COU No. 1819153

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 and UVSD 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 and UVSD shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City and UVSD 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 and UVSD may incur as a result of Consultant's breach of contract.

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

7.10 Coordination Between City and UVSD. To facilitate the timely performance of Consultant's services, in addition to the specific provisions in Attachment A, City staff and UVSD staff shall coordinate communication with Consultant to provide a single point of contact for Consultant in connection with general administration of the contract.

OK
8.0 NOTICES

within each agency
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 WATER RESOURCES
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482

UVSD *District Manager*
~~MARK DEMEULENAERE~~
151 LAWS AVENUE
UKIAH, CALIFORNIA 95482

OK
HILDEBRAND CONSULTING, LLC
MARK HILDEBRAND
3378 GUIDO STREET
OAKLAND, CALIFORNIA 94602

9.0 SIGNATURES

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

HILDEBRAND CONSULTING, LLC

BY: *Mark Hildebrand*

January 17, 2019

Date

PRINT NAME: Mark Hildebrand

82-5365064

IRS IDN Number

COU No. 1819153

CITY OF UKIAH

BY: 
SAGE SANGIACOMO
CITY MANAGER

2-4-19
Date

UKIAH VALLEY SANITATION DISTRICT

BY: 
MARK DEMEULENAERE
MANAGER Theresa
McVertin, Chair

28 Feb 19
Date

ATTEST for City Manager


CITY CLERK

2-4-19
Date

ATTACHMENT A



December 3, 2018

Sean White
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Mark DeMeulenaere
Ukiah Valley Sanitation District
151 Laws Avenue, #B
Ukiah, CA. 95482

Subject: Proposal for Joint Sewer Rate Study

Dear Mr. White and Mr. DeMeulenaere,

In response to your request, **Hildebrand Consulting**, in collaboration with **The Reed Group, Inc.**, is pleased to submit this scope of work to conduct a sewer rate study. The study is intended to develop potential sewer rates that would apply under the new Operating Agreement between the City of Ukiah (City) and the Ukiah Valley Sanitation District (District). This proposal has been prepared based on our recent telephone conversation and our understanding of your needs at the present time.

The City and District recently entered into a new Operating Agreement under which the sewer collection and treatment services will be provided within the respective service areas and costs will be fairly shared and distributed. The purpose of the "joint" sewer rate study is to develop new sewer rates schedules for both the City and the District, which will be based on a consistent methodology and approach that is aligned with the new Operating Agreement. The study will be performed with input from both the City and District, including direction from the City Council and District Board provided during joint meetings of the two bodies.

Scope of Services

To conduct the joint sewer rate study the following tasks will be performed. The scope of services includes preparing financial plan models that cover a planning period consistent with capital improvement plans and developing rate plans for each scenario. The rate plan will include rate schedules for up to five years. Specific tasks to be performed include the following:

1. *Initiate Study, Obtain Data, and Develop Project Understanding* – This task involves obtaining and reviewing the documents and information needed to fully understand the current organizational and operational setting from which we can develop financial plans and perform sewer rate analyses. Once under contract, we will submit a data request memorandum and allow for time to receive and review the data. Subsequently we will conduct a kick-off meeting via conference call with appropriate staff. This will facilitate our understanding of the current organizational and operational setting, the new operating agreement between the City and the District, governance issues, and other

matters that may impact the study. We will review any data and information provided prior to the kick-off meeting so the meeting is as productive as possible. At the end of the meeting, we will review the project scope, timeline, responsibilities, and key milestones. Our goal is to develop a clear and common understanding of the scenarios to be evaluated and what is to be accomplished during the study.

2. *Develop Multi-Year Financial Plan Model* – A 10-year financial plan will be developed for the sewer system. The financial plan will consider operating and maintenance costs, debt service obligations, and capital improvement needs, as well as non-rate revenues and reserve policies. The plan (and our model) will clearly segregate cost responsibilities between the City and the District as described by the Operating Agreement. The model will also reflect separate City and District financial reserves. We understand that both agencies are working to restructure their respective financial structures in order to meet the requirements of the new Operating Agreement.

The financial plan will cover a planning period consistent with your capital improvement plans (typically 5 or 10 years). The financial plans will reflect estimated operating and maintenance costs, debt service obligations, and capital improvement needs, and will be used to determine annual sewer rate revenue requirements. The models are designed to serve as a planning tool useful for evaluating various capital spending. The financial plan model will also reflect non-rate revenues as well as recommendations for financial reserve policies to help enhance overall financial and revenue stability. If warranted, the financial plan model can also be used to evaluate the potential for future debt issuance and the impact additional debt service costs might have on the sewer rates, as well as other issues relevant to the evaluation of consolidation.

Prior to the **Financial Plan Workshop** (Task 3) we will hold a video conference call with staff to review the draft model and make adjustments as needed.

3. *Conduct Financial Plan Workshop with Council/Board* – Once preliminary financial plan results have been developed, we will prepare for and conduct a workshop with the Council and Board (joint meeting) to present findings and recommendations regarding the annual sewer rate revenue needs, as well as underlying information, assumptions, and alternative scenarios considered. This will be an opportunity to inform Council/Board members on the operating and maintenance costs, debt obligations, and capital program needs, as well as reserve considerations in determining annual sewer rate revenue needs. We will also use the workshop as an opportunity to describe the cost of service and rate design steps of the study to follow. Our primary purpose in conducting the workshop will be to inform and engage the Council/Board, to provide an opportunity for input, and to lay the groundwork for next steps and recommendations to follow.
4. *Perform Cost of Service Analysis and Calculate Sewer Rates* – The rules governing the calculation of sewer rates are provided primarily through Article XIID of the California Constitution (Proposition 218). In essence, sewer rates cannot exceed the costs of providing service and the rates must reflect a proportionate allocation of costs to each customer. The cost of service analysis begins with the annual sewer rate revenue

requirement identified through the financial planning process. The annual revenue requirement is then allocated to different customer classes based on capacity requirements and demand characteristics of each customer class. Analysis of the City's and District's customer base including number/type of accounts, estimated sewer flows based on winter water usage, and loading characteristics to be used in cost allocations. Our cost of service analysis and sewer rate calculations will apply the same methodology to determining both City and District rates. Even with a uniform analytical framework, cost and policy considerations may lead to different rate schedules for the two respective service areas.

We will clearly show where elements of the rates are the same for both City and District, and where they differ. These issues will be discussed and evaluated as the study proceeds. Sewer rates will include fixed monthly service charges as well as usage rates.

5. *Develop 5-Year Sewer Rate Plans* - This task involves preparing complete sewer rate schedules for both the City and the District covering a 5-year period. Sewer rate schedules will be developed for each year of the planning period based on estimated revenue needs. We will work with staff to determine the preferred timing of annual rate adjustments. These typically occur at the beginning of each fiscal year or each calendar year, though other schedules are possible. To place proposed new rates into context, we will compare the typical residential sewer bills with bills under current sewer rate schedules, as well as with neighboring communities.
6. *Bond Refunding Assistance* - We understand that your financing team is working on the refunding of a bond. Given the financial and revenue analysis that is inherent to a sewer rate study, we will be in possession of financial numbers that may be beneficial to the bond refunding effort. We will coordinate with the financing team to provide numbers and support, as requested.
7. *Prepare Draft Report* - Once the financial plans have been prepared, and the cost of service and rate design steps completed, an administrative draft study report will be prepared and submitted to the City and the District. The report will document all information, assumption, analyses, findings, and recommendations from the study and provide the technical basis for proposed rates. We will review the administrative draft with staff, make any required refinements, and then prepare a draft report that can be presented to the Board/City Council.
8. *Present Study Findings and Recommendations in Joint Meeting* - Once Study recommendations will then be presented to the Boards of Directors and City Council during a joint meeting.
9. *Finalize Report and Prepare Draft Proposition 218 Notice of Public Hearing* - Following receipt of comments on rate recommendations from staff, the study report will be revised, as necessary, and submitted in final form. This task will also include preparing a draft Notice of Public Hearing regarding proposed sewer rates, in accordance with the requirements of Proposition 218. With each governing body's concurrence (and following legal review) the District and City would mail the notice to affected property owners at least 45 days prior to a public hearing. Our proposal assumes the District and

City will be responsible for finalizing, printing, and mailing the Notice of Public Hearing for their respective service areas. The final report should be available to any interested parties during the 45 days prior to the public hearing.

10. *Present Recommendations During the Sewer Rate Public Hearing* – Study recommendations will be presented to the Board/City Council during a public hearing to adopt new sewer rate plans. A single public hearing at a joint meeting are assumed for cost estimation purposes.
11. *Conduct Extra Public Meetings (OPTIONAL TASK)* – It may be desirable and advantageous to present study findings and recommendations in additional joint meetings and/or to conduct community meetings to share results with the public. Additional public meetings can be added at your request.

Summary of Joint Council/Board Public Meetings:

- Financial Planning Workshop
- Presentation of Sewer Rate Study Recommendations
- Public Hearing to Adopt New Sewer Rates

As shown in our price proposal below, additional meetings (if needed) would each add about \$3,660 to the project's cost.

Project Schedule

Our goal will be to develop a schedule that would allow for implementation of new sewer rates by the beginning of FY 19-20, which is consistent with the expectations under the Operating Agreement. That being said, we will not be able to start the financial planning component until the FY 18-19 budget has been recast to match the requirements of the Operating Agreement. This budget information is foundational to the study, therefore a delay in receiving that data could affect the project schedule.

- | | |
|--|-----------------|
| • Project approval and notice to proceed | Mid-December |
| • Obtain requested information and conduct kick-off meeting | Mid-January |
| • Prepare financial plan | Early February* |
| • Conduct financial plan workshop with Council/Board | Mid-February |
| • Perform cost of service analyses and calculate sewer rates | Late February |
| • Prepare draft report | Early March |
| • Present study findings to the Board / City Council | Late March |
| • Mail notice of public hearing | Early April |
| • Prepare final report | Early April |
| • Conduct sewer rate public hearing | Late May |
| • Implement new sewer rates | July 1, 2019 |



* Assuming that budget information is available in the new format by mid-January.

Project Team

This study will be led and managed by Mark Hildebrand of Hildebrand Consulting, LLC with close collaboration with Bob Reed of The Reed Group. We both bring extensive knowledge and experience to utility rate setting, as well as to organizational, operational, and strategic issues related to public utilities. This breadth of experience may be particularly valuable during this engagement.

Mark Hildebrand, Hildebrand Consulting, LLC

Mark is a finance and rate consultant with 17 years of experience who bridges the disciplines of financial analysis, business strategy, and organizational optimization. He has performed scores of water, wastewater, and recycled water rate studies for both large and small utilities. Mark is an expert in Proposition 218 and California's legal requirements regarding utility rate-setting. He has been published by the AWWA Journal for articles addressing the challenges of conservation pricing in California. Other expertise includes utility privatization, strategic business planning, business case evaluations, alternative project delivery (APD), organizational assessments, and change management.

Bob Reed, The Reed Group, Inc.

Bob brings over 30 years of combined experience both as an engineer for a major water/wastewater agency and as a consultant providing a broad range of financial, utility rate, and management consulting services to local governments in the areas of water and wastewater utility management, as well as public works and engineering functions. He has performed hundreds of studies covering a diverse range of utility rate/fee issues, capital improvement financial planning, resource management, and litigation support/avoidance to more than 75 clients. Approximately two-thirds of the engagements have been for clients for whom he has provided multiple services; some for more than 15 years. Bob is dedicated to providing clients with an exceptional level of service and responsiveness, to developing creative yet practical solutions to client needs, and to broadening understanding and facilitating consensus on complex issues.

Estimated Cost

The estimated cost to complete the sewer rate study as described herein is **\$77,550**. We do not charge for travel expenses.

It is our practice to bill monthly for the actual time and expenses incurred, up to the contract limit. Payment is due within 30 days. Mark Hildebrand's hourly billing rate for 2019 is \$210, and Bob Reed's rate is \$285. These rates are subject to change each January.



DECEMBER 3, 2018

PAGE 6

**Joint Sewer Rate Study
Proposed Project Cost**

Task	Hourly billing rates -->	Consultant Hours		Professional Fees
		B Reed	M Hildebrand	
		\$285	\$210	
1 Initiate Study, Obtain Data, and Develop Project Understanding		20	28	\$11,580
2 Develop Multi-Year Financial Plan		20	40	\$14,100
3 Financial Plan Workshop with Council/Board (Prep and Meeting)		4	12	\$3,660
4 Perform Cost of Service Analysis and Calculate Sewer Rates		24	36	\$14,400
5 Develop 5-Year Sewer Rate Plans		8	26	\$7,740
6 Bond Refunding Assistance		2	6	\$1,830
7 Prepare Admin. Draft and Draft Reports		16	40	\$12,960
8 Present Findings and Recommendations During a Joint Meeting		12	20	\$7,620
9 Finalize Report and Prepare Draft Proposition 218 Notice		4	16	\$4,500
10 Present Recommendations During Sewer Rate Public Hearing		4	12	\$3,660
Total:		110	220	\$77,550
Extra Public Meetings		4	12	\$3,660

* * * * *

Please let me know if you have any questions or comments regarding this proposal. We appreciate the opportunity to be of service to the districts during this period of organizational change. For your convenience and expediency in getting this project underway, a data and information request is attached to this letter. Additional information may be requested as the study progresses.

Sincerely,

Mark Hildebrand
Hildebrand Consulting, LLC

Robert Reed
The Reed Group, Inc.

MEETING DATE/TIME: 7/3/2019PEAK ITEM NO: COU-731-2017

AGENDA SUMMARY REPORT

SUBJECT: Approve Amendment #1 in the Amount of \$25,000 to Contract 1819153, with Hildebrand Consulting, in Collaboration with The Reed Group, Inc. to Perform a Joint Sewer Rate Study for the City of Ukiah and the Ukiah Valley Sanitation District.

DEPARTMENT: Finance

PREPARED BY: Mary Horger

ATTACHMENTS:

[Attachment 1 - Contract 1819153 - Hildebrand_Reed - Rate Study](#)

[Attachment 2 - DRAFT Amendment 1 - Contract 1819153](#)

Summary: Council will consider approving Amendment #1 in the amount of \$25,000 to Contract 1819153, with Hildebrand Consulting, in collaboration with The Reed Group, Inc. to perform a joint Sewer Rate Study for the City of Ukiah and the Ukiah Valley Sanitation District.

Background: On December 19, 2018, Council approved entering an agreement, jointly with the Ukiah Valley Sanitation District (UVSD), with Hildebrand Consulting, in the amount not-to-exceed \$81,210, to perform a "joint" sewer rate study. Please refer to Attachment 1 for a copy of the agreement. The purpose of the "joint" sewer rate study is to develop new sewer rate schedules for both the City and UVSD, which will be based on a consistent methodology and approach that is aligned with the operating agreement between the City and UVSD.

RECOMMENDED ACTION: Approve Amendment #1 in the amount of \$25,000 to Contract 1819153, with Hildebrand Consulting, in Collaboration with The Reed Group, Inc. to Perform a Joint Sewer Rate Study for the City of Ukiah and the Ukiah Valley Sanitation District.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: City Fund 84427222.52100: \$100,000, City/UVSD split is \$53,105 per agency; UVSD Share to come from its funds held with the City in Fund 940.

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1819153

COORDINATED WITH: Ukiah Valley Sanitation District; Daniel Buffalo, Finance Director; Sean White, Water Resources Director; Lori Martin, Billing & Customer Services Manager

Approved:


Sage Sangiacomo, City Manager

**CITY OF UKIAH and
UKIAH VALLEY SANITATION DISTRICT**

**AMENDMENT 1
TO
PROFESSIONAL SERVICES
CONTRACT #1819153 – SEWER RATE STUDY**

This Amendment No. 1, entered on July 5, 2019, revises the Agreement for Professional services dated January 16, 2019 between the City jointly with UVSD and Hildebrand Consulting to conduct a Sewer Rate Study.

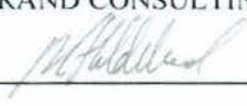
This Amendment No. 1:

- 1) Adds to the Scope of Work the following, and as per Exhibit 1:
 - a. Assist in developing a scope of work for the billing vendor to generate a billing report (since such a report had never been created);
 - b. Clarification phone calls with billing vendor and feedback on preliminary billing reports;
 - c. Review of billing report, identification of missing or erroneous data, and numerous summary emails to describe the issues encountered; and
 - d. Conference call with the City and billing vendor to clarify the missing and erroneous data.
- 2) Adds an additional cost on a time and materials (T&M) basis not-to-exceed \$25,000, for a revised total contract in an amount not-to-exceed \$106,210.

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

HILDEBRAND CONSULTING

BY: 

DATE: July 5, 2019

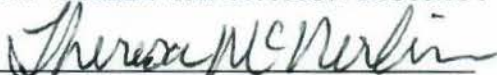
PRINT NAME: Mark Hildebrand

CITY OF UKIAH

BY: 
SAGE SANGIACOMO, CITY MANAGER

DATE: 7.8.19

UKIAH VALLEY SANITATION DISTRICT

BY: 
THERESA MCNERLIN, CHAIR

DATE: 7-9-19

ATTEST FOR CITY MANAGER

BY: 
KRISTINE LAWLER, CITY CLERK

DATE: 7-8-19



June 5, 2019

Sean White
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Dave Redding
Ukiah Valley Sanitation District
151 Laws Avenue, #B
Ukiah, CA. 95482

Subject: Amendment No. 1 for Joint Sewer Rate Study

Dear Mr. White and Mr. Redding,

The following constitutes Amendment No. 1 to the Joint Sewer Rate Study (Study) currently being performed by Hildebrand Consulting LLC for the City of Ukiah (City) and the Ukiah Valley Sanitation District (District) as authorized by an Agreement for Professional Services dated January 16, 2019.

Billing Data Analysis

The scope of services for the Study includes preparing a cost allocation analysis that is consistent with applicable law and the recently signed Operating Agreement between the District and the City. The purpose of the cost allocation analysis is to identify how operating and capital costs are to be shared between the City and the District. Industry best practices dictate that such costs should be allocated based each utility's capacity requirements and demand characteristics. These requirements and characteristics are quantified by analyzing the number of accounts, the type of accounts, and estimated sewer flows from each respective service area. These data are available only from billing records (which are managed by the City as per historical practice and as formalized by the Operating Agreement).

We have been working with the City and its billing vendor (Northstar) to receive the detailed billing data that are necessary for the analysis. The level of effort to receive these data has far exceeded the expected level of effort (for all parties involved). Specifically, the additional effort for Hildebrand Consulting (and subconsultant Bob Reed) has included (to date):

- 1) Assist in developing a scope of work for the billing vendor to generate a billing report (since such a report had never been created);
- 2) Clarification phone calls with billing vendor and feedback on preliminary billing reports;
- 3) Review of billing report, identification of missing or erroneous data, and numerous summary emails to describe the issues encountered; and
- 4) Conference calls with the City and billing vendor to clarify the missing and erroneous data.

Going forward, we will review and next draft of the billing report and work with the City to finalize the data. The level of effort to finalize the data is unknown at this time. Our original budget assumed that the billing data analysis would require between 5 to 16 hours of effort. At this time, we have already exceeded 30 hours of effort. It isn't clear how much more effort will be required to complete the task.

Additional Project Coordination

The progress of the project to date has also been materially affected by the on-going negotiations between the City and the District with respect to the operating and capital budget, among other management decisions that require joint approval. The project has been affected by changes in leadership and a decision-making pace that is naturally less fluid when two parties are actively engaged in legal mediation. The proposed budget for this Amendment No. 1 includes the costs associated with

the additional management and communication effort needed to coordinate information and decisions between the utilities as they continue their active mediation, as well as coordination with the City/District's financial advisor as they work toward refinancing existing debt.

Budget for Amendment No. 1

The costs for the tasks described above will be charged on a time and materials (T&M) basis not to exceed \$25,000. All hours associated with this amendment will be billed separately and will include a description of the work performed. Mark Hildebrand's hourly billing rate for 2019 is \$210, and Bob Reed's rate is \$285. These rates are subject to change each January.

Please sign below to accept and execute this amendment. We appreciate the opportunity to be of service to the districts during this period of organizational change.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1:

HILDEBRAND CONSULTING, LLC



Mark Hildebrand

IRS IDN Number: 82-5365064

Date: June 5, 2019

CITY OF UKIAH



Date: 7-8-19

UKIAH VALLEY SANITATION DISTRICT



Date: 7-9-19

**CITY OF UKIAH and
UKIAH VALLEY SANITATION DISTRICT**

**AMENDMENT 2
TO
PROFESSIONAL SERVICES
CONTRACT #1819153 – SEWER RATE STUDY**

This Amendment No. 2, entered on _____, 2019, revises the Agreement for Professional services dated January 16, 2019 between the City jointly with UVSD and Hildebrand Consulting to conduct a Sewer Rate Study.

This Amendment No. 2:

- 1) Adds to the Scope of Work the following, and as per Exhibit 1:
 - a. Bond Issuance Support;
 - b. Additional Project Coordination & Conference Calls;
 - c. Additional Public Hearings
- 2) Adds an additional cost on a time and materials (T&M) basis not-to-exceed \$18,000, for a revised total contract in an amount not-to-exceed \$124,210.

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS
AMENDMENT ON THE EFFECTIVE DATE:

HILDEBRAND CONSULTING

BY: _____ DATE: _____

PRINT NAME: _____

CITY OF UKIAH

BY: _____ DATE: _____
SAGE SANGIACOMO, CITY MANAGER

UKIAH VALLEY SANITATION DISTRICT

BY: _____ DATE: _____
THERESA MCNERLIN, CHAIR

ATTEST FOR CITY MANAGER

BY: _____
KRISTINE LAWLER, CITY CLERK

DATE: _____

DRAFT



EXHIBIT 1

December 10, 2019

Sean White
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Dave Redding
Ukiah Valley Sanitation District
151 Laws Avenue, #B
Ukiah, CA. 95482

Subject: Proposal for Amendment No. 2 for Joint Sewer Rate Study

Dear Mr. White and Mr. Redding,

The following constitutes a proposal for Amendment No. 2 to the Joint Sewer Rate Study (Study) currently being performed by Hildebrand Consulting LLC for the City of Ukiah (City) and the Ukiah Valley Sanitation District (District) as authorized by an Agreement for Professional Services dated January 16, 2019.

Bond Issuance Support

Both the City and the District are currently undertaking efforts to refinance an existing (shared) bond. The refinancing process requires financial data to be provided in support of the bond application. These data are often extracted from existing data or may need to be requested from the City/District and formatted for purpose. Hildebrand Consulting will provide such support to both the City and the District, sometimes at the direction of the direction of the respective entity's financial advisor (authorized as appropriate). This additional support may include phone conversations, additional financial planning analyses, and data analysis.

Additional Project Coordination & Conference Calls

The proposed budget for this Amendment No. 2 includes the costs associated with the additional management and communication effort needed to coordinate information and decisions between the utilities as they continue their active mediation, as well as coordination with various project stakeholders as they make various requests, including additional conference calls.

Additional Public Hearing

The original scope includes one joint presentation to the Board/Council and one joint Public Hearing with the Board/Council. This amendment includes budget in the event that the Public Hearing is separated into separate hearings on separate days.

Budget for Amendment No. 1

The costs for the tasks described above will be charged on a time and materials (T&M) basis not to exceed \$18,000 (\$3,000 of which is for the additional public hearing). All hours associated with this amendment will be billed separately and will include a description of the work performed. Mark Hildebrand's hourly billing rate for 2019 is \$210, and Bob Reed's rate is \$300 (and increase from the previous \$285). These rates are subject to change each January.

Please sign below to accept and execute this amendment. We appreciate the opportunity to be of service to the districts during this period of organizational change.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2:

HILDEBRAND CONSULTING, LLC



Mark Hildebrand

IRS IDN Number: 82-5365064

Date: December 10, 2019



AGENDA SUMMARY REPORT

SUBJECT: Deferral of Consideration of Adoption of a Resolution Adjusting the Current Fire Prevention Fees to Reflect the Actual Encumbered Costs, and Increase the List of Categories to Reflect Actual Items or Tasks Completed by the Prevention Office.

DEPARTMENT: Fire **PREPARED BY:** Shannon Riley, Deputy City Manager

PRESENTER: Doug Hutchison, Fire Chief

ATTACHMENTS:

None

Summary: The Council is being asked to defer the possible adoption of a resolution adjusting Fire Prevention fees until May 20, 2020.

Background: Ukiah Valley Fire Authority proposes various adjustments to the current fee schedule to recover the actual cost of services provided by the Prevention Office for services and tasks currently provided. Fees have not been adjusted since 2017.

Discussion: This item was publicly noticed; however, in light of the significant hardships being faced by many community members due to COVID-19 and the Public Health Officer's Shelter In Place Order, this item is being deferred until the City Council meeting on May 20, 2020.

Recommended Action: Defer the adoption of a Resolution Adjusting the Current Fire Prevention Fees to Reflect the Actual Encumbered Costs, and Increase the List of Categories to Reflect Actual Items or Tasks Completed by the Prevention Office until May 20, 2020.

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: Doug Hutchison, Fire Chief

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Tami Bartolomei, Community Services
Administrator

PRESENTER: Sage Sangiacomo, City Manager.

ATTACHMENTS:

None

Summary: The City Council will receive a status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Background: On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California.

The County of Mendocino declared a State of Emergency related to the COVID-19 on March 4, 2020.

On March 17, 2020, the City Manager acting as the Director of Emergency Services declared the existence of a local emergency.

On March 18, 2020, City Council approved a Resolution ratifying the proclamation declaring the existence of a local emergency.

On March 18, 2020, the Mendocino County Public Health Officer announced the first confirmed case of COVID-19 and the issuance of a Shelter in Place order for Mendocino County.

On March 24, 2020, Mendocino County announced a second confirmed case of COVID-19.

On March 28, 2020, Mendocino County announced a third confirmed case of COVID-19.

On March 29, 2020, Mendocino County announced the fourth confirmed case of COVID-19.

On April 10, 2020, the Mendocino County Public Health Officer issued a third revised Shelter in Place order that went into effect April 10, 2020, and will remain in place until May 10, 2020.

Discussion: As the coronavirus "COVID-19" continues to evolve, the City of Ukiah continues to monitor the situation. The City is in continued contact with local and state agencies, as well as community partners, hospitals, schools, and neighboring cities to ensure we have the most updated information pertaining to COVID-19 and are coordinating efforts.

Reports and/or information from the City of Ukiah's Emergency Operation Center (EOC) will include:

- * Emergency Operation Center (EOC) Status
- * COVID-19 Case Updates
- * Public Information Officer
- * Medical Services
- * School/Education
- * Public Safety (Police/Fire/EMS)
- * Shelter in Place Monitoring and Compliance
- * Community Service Groups
- * Homeless Response
- * Business Impacts/Services
- * Public Infrastructure/Construction Status
- * City Finance
- * Recovery Efforts and Planning
- * Other Related matters

Staff will provide a status report to City Council and will seek direction or action on operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Go to the City's website (www.cityofukiah.com) for direct access to information related to the Novel Coronavirus (COVID-19) emergency including local updates, City Services, Community/Resident Information, and Business Resources.

Recommended Action: The City Council will receive a status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

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: Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager



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

PRESENTER: _____

ATTACHMENTS:

1. 2020 City Council Special Assignments

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 will 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 Crane

Approved: 
Sage Sangiacomo, City Manager

2020 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	3rd Tuesday of month, 11:30 a.m.	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	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@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	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com	
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport	Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	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	Shannon Riley, Deputy City Manager	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	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@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	

2020 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	Noble Waidelich, Police Lieutenant	Noble Waidelich , Police Lieutenant; 463-6249; nwaidelich@cityofukiah.com
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see calendar from NCPA)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIANS 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	Mulheren	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210		1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager (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

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

LOCAL/COUNTY/REGIONAL/LIANS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
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	Doug Hutchison, Fire Chief ; 463-6263; dhutchison@cityofukiah.com
Mendocino County 5th District Liaison	Monthly; TBD	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 County's 5th District Supervisor	Brown	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com

2020 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
Downtown Parking Management	Mulheren/Brown	Shannon Riley, Deputy City Manager; 467-5793 sriley@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
Marbut Study Ad Hoc	Brown/Scalmanini	Justin Wyatt, Police Operations Captain, 463-6760 jwyatt@cityofukiah.com
Cannabis Events	Mulheren/Brown	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Public Right of Way Related ADA Compliance	Scalmanini/Orozco	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mayor Rotation Guidelines	Brown/Crane	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
2020 Rate Study for Sewer	Brown/Orozco	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 20/21 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
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	Crane/Scalmanini	Sage Sangiacomo, City Manager 463-6221 ssangiacomo@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
2020 Electric Rate Study	Crane/Scalmanini	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com