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

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1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Minutes of January 20, 2016, a Regular Meeting.

6. RIGHT TO APPEAL DECISION

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

7. CONSENT CALENDAR

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

a. Budget Amendment to Increase the Salary for Airport Attendant and Reclassification of the Airport Grounds Maintenance Attendant.

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)

a. Consider Approving an Application to Demolish a Structure Over 50 Years Old Located at 517 South Main Street.

12. UNFINISHED BUSINESS

a. Adoption of Resolution Approving Memoranda of Understanding for Employee Bargaining Units – Management Unit and Local 1245 of the International Brotherhood of Electrical Workers (IBEW).

b. Discussion and Direction Regarding Mendocino County Aids and Viral Hepatitis Network's Request to Extend the Duration of the Emergency Winter Homeless Shelter for an Additional 30 Days.

c. Adoption of Resolutions Authorizing Participation of the City of Ukiah in Property Assessed Clean Energy Programs and Authorize the City Manager to Negotiate and Execute Corresponding JPA Agreements.

13. NEW BUSINESS

a. Authorize the City Engineer to Act as the Project Director for a State Water Resources Control Board Grant Application on Behalf of the Russian River Watershed Association, Authorize the City Manager to Execute Necessary Contracts and Authorize the Establishment of Revenue and Expense Accounts Should the Grant be Awarded.

b. Receive Verbal Report and Provide Direction if Necessary on the First Amendment to the 2016 Regional Transportation Improvement Program through the Mendocino Council of Governments (MCOG).

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

a. Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to Gov't Code 54956.9 (1 case)

b. Conference with Legal Counsel – Existing Litigation
(Cal. Gov't Code Section 54956.9(d)(1))
Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCUK- CVPT-15-66036

c. Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9(d)(1))
Name of case: *Ukiah Valley Sanitation District v. City of Ukiah*, Mendocino County Superior Court, Case No. SCUK-CVC-13-63024

d. Conference with Legal Counsel – Existing Litigation
(Cal. Gov't Code Section 54956.9(d)(1))
Name of case: *County of Mendocino v. Solid Waste System, Inc. et al.,* Mendocino County Superior
Court, Case No. SCUK-CVG-11-59459

e. Conference with Labor Negotiator
(Government Code Section 54957.6)
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units

f. Public Employee Performance Evaluation
Government Code Section 5495
Title: City Manager

15. ADJOURNMENT

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

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

Dated this 29th day of January, 2016.
Ashley Cocco, Deputy City Clerk

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

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1. ROLL CALL

Ukiah City Council met at a Regular Meeting on January 20, 2016, having been legally noticed on January 15, 2016. Mayor Scalmanini called the meeting to order at 6:01 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Kevin Doble, Vice Mayor Brown and Mayor Scalmanini. **Councilmember Absent by Prearrangement:** Douglas Crane. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Ashley Cocco, Deputy City Clerk.

MAYOR SCALMANINI PRESIDING.

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Proclamation: Paint the Town Red Week, February 1-6, 2016.

Presenter: Councilmember Mulheren.

Proclamation received by Martha Barra, BARRA of Mendocino.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

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

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

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

a. Report of Disbursements for the Month of December - *Finance.*

b. Adoption of Resolution *(2016-04)* Amending the Appendix to the Conflict of Interest Code to Reflect a Current List of Economic Disclosure Filers – *City Clerk.*

c. Award Three-Year Contract *(COU No. 1516-155)* to Evergreen Job and Safety Training in the Amount of $92,098.44 to Provide Job and Safety Training for the Electric Department Line Crew and the Finance Department Meter Readers – *Electric Utility.*

d. Award Purchase of One New Foreman Truck for the Electric Utility Department to Altec, Inc., in the Amount of $74,970.00 – *Electric Utility.*

12. UNFINISHED BUSINESS

a. Award Contract for Grace Hudson Museum Outdoor Classroom and Boardwalk Specification No. 15-16 to Cupples & Sons Construction in the Amount of $353,441. – *Community Services.*

Presenters: Katie Marsolan, Project Analyst; Sherri Smith-Ferri, Museum Director; and Mary Horger, Purchasing Supervisor.

Public Comment: Amanda Devereux, Gregg Simpson Trucking.

Motion/Second: Brown/Scalmanini to reject the bid received from Gregg Simpson Trucking and award the contract *(COU No. 1516-156)* to Cupples & Sons Construction for the Grace Hudson Museum Outdoor Classroom and Boardwalk Specification No. 15-16 in an amount of $353,441. Motion carried by the following roll call votes: AYES: Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: Crane. ABSTAIN: None.

b. Approve Plans and Specifications for Grace Hudson Museum Landscape Improvements Specification No. 15-17 – *Community Services.*

Presenters: Katie Marsolan, Project Analyst and Sherri Smith-Ferri, Museum Director.

Motion/Second: Brown/Doble to approve Plans and Specifications for the Grace Hudson Museum Landscape Improvements Specification No. 15-17. Motion carried by the following roll call votes: AYES: Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: Crane. ABSTAIN: None.

c. Authorize Budget Transfer for Museum Roof Repairs as Detailed in the FY 15/16 Capital Budget. – *Community Services.*

Presenters: Katie Marsolan, Project Analyst and Sherri Smith-Ferri, Museum Director.

Public Comment: Susan Knopf.

Motion/Second: Brown/Doble to authorize budget transfer up to $16,000 from the Grace Hudson Museum Operating Fund 69122700 to the Museum Capital Roofing Fund 22022700 with fiscal impact updated as discussed. Motion carried by the following roll call votes: AYES: Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: Crane. ABSTAIN: None.

d. Authorize Staff to Instruct Bond Trustee to Send Notice of Redemption to Bondholders for 2005 Water Bonds. – *Finance.*

Presenter: Karen Scalabrini, Finance Director.

Motion/Second: Doble/Brown to authorize Staff to notify the bond trustee (Wells Fargo Bank) to notify bondholders with notice of redemption for the 2005 water bonds. Motion carried by the following roll call votes: AYES: Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: Crane. ABSTAIN: None.

c. ***Conference with Legal Counsel – Existing Litigation***
(Government Code Section 54956.9(d)(1))
Name of case: *Ukiah Valley Sanitation District v. City of Ukiah*, Mendocino County Superior Court, Case No. SCUK-CVC-13-63024

d. **Conference with Legal Counsel – Existing Litigation**
(Cal. Gov't Code Section 54956.9(d)(1))
Name of case: *County of Mendocino v. Solid Waste System, Inc. et al.,* Mendocino County Superior Court, Case No. SCUK-CVG-11-59459

e. **Conference with Labor Negotiator**
(Government Code Section 54957.6)
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units

No action was taken on Closed Session items.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 10:25 p.m.

_____
Ashley Cocco, Deputy City Clerk

City of Ukiah

ITEM NO.: 7a

MEETING DATE: February 3, 2016

AGENDA SUMMARY REPORT

SUBJECT: BUDGET AMENDMENT TO INCREASE THE SALARY FOR AIRPORT ATTENDANT AND RECLASSIFICATION OF THE AIRPORT GROUNDS MAINTENANCE ATTENDANT.

Summary: Staff is requesting a budget amendment to adjust the salary for the Airport Attendant and the reclassification of the Airport Grounds Maintenance Attendant to a Building and Grounds Specialist. The recruitment process and retaining new hires has become difficult due to the current compensation.

Background: The Part-time Airport Attendant position is twenty hours a week and up to one-thousand hours per year. The primary duty is fueling aircraft. This duty requires a very specific type of training and level of knowledge to insure the aircrafts receive the correct types of fuel. The Airport Attendant also performs airfield inspection and processes the fuel sales transactions.

The Airport Grounds Maintenance Attendant is currently working to maintain 160 acres of airport grounds, this includes 10,000 feet of runway and taxi-way pavement, 88 hangars and other structures, and numerous areas of landscaping.

Discussion: The current salary for a Part-time Airport Attendant has made finding qualified candidates during the recruitment process difficult. Also retaining new hires has become difficult due to the current compensation. Staff is recommending increasing the salary to be more in line with job duties.

The Airport Grounds Maintenance Attendant current duties are more consistent with a Building and Ground Maintenance Specialist. Staff recommends changing this job classification to bring this position up-to-date with current duties that are being performed. A salary increase will also be included with this reclassification. Attachment 1 shows a cost breakdown and comparison for these proposed changes.

The Airport Commission has voted 3-0 in favor of Staffs recommended action to Council.

FISCAL IMPACT:

Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	77725200 Corresponding Salary and Benefit	Yes ☒ No ☐	N/A

Continued on Page 2

RECOMMENDED ACTION(S): Approve budget amendment to increase salary for Airport Attendant and the reclassification of the Airport Grounds Maintenance Attendant to Building and Grounds Specialist.

ALTERNATIVES: Provide Staff with alternate direction.

Citizens advised: Airport Commission.
Requested by: Greg Owen, Airport Manager.
Prepared by: Greg Owen, Airport Manager.
Coordinated with: Sage Sangiacomo, City Manager.
Presenters: Greg Owen, Airport Manager.
Attachments: 1. Cost Breakdown and Comparison

COUNCIL ACTION DATE: _____: ❑ Approved ❑ Continued to_____ ❑ Other _____

RECORDS APPROVED: ❑ Agreement: _____ ❑ Resolution: _____ ❑ Ordinance: _____

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

Approved: _____
Sage Sangiacomo, City Manager

COST COMPARISON FOR AIRPORT POSITIONS

Attachment 1

	Current Salary Costs in FY 2015/2016 Budget							
Position	Current Hourly Rate	Current Budget	City Health Cont.	PERS Cost 30.134%	Medicare 1.45%	Worers Comp. 4.23%	Unemployment Insurance 1.00%	Total
Airport Grounds Maintenance (32 hrs/wk)	14.00	$ 23,296.00	7,908.00	7,020.02	$ 337.79	985.42	$ 232.96	39,780.19
Airport Attendant (20 hrs/wk)	14.00	$ 14,560.00	7,908.00	4,387.51	$ 211.12	615.89	$ 145.60	27,828.12
Airport Attendant (20 hrs/wk)	10.50	$ 10,920.00	-	3,290.63	$ 158.34	461.92	$ 109.20	14,940.09
Vacant Airport Attendant (20 hrs/wk)	10.50	$ 10,920.00	-	3,290.63	$ 158.34	461.92	$ 109.20	14,940.09
Total:		59,696.00	15,816.00	17,988.79	865.59	2,525.14	$ 596.96	97,488.49

	Rate Expected to Pay 1st Year								
Position	Current Hourly Rate	Current Budget	City Health Cont.	PERS Cost 30.134%	Medicare 1.45%	Worers Comp. 4.23%	Unemployment Insurance 1.00%	Total	Projected Increase in costs
Airport Grounds Maintenance (32 hrs/wk)	$17.05	28,371.20	7,908.00	8,549.38	526.05	1,534.61	362.79	47,252.03	7,471.84
Airport Attendant (20 hrs/wk)	$15.75	16,065.00	7,908.00	4,841.03	347.61	1,014.06	239.73	30,415.42	2,587.30
Airport Attendant (20 hrs/wk)	$15.00	15,300.00	-	4,610.50	221.85	647.19	153	20,932.54	5,992.45
Vacant Airport Attendant (20 hrs/wk)	$15.00	15,300.00	-	4,610.50	221.85	647.19	153	20,932.54	5,992.45
Total:		75,036.20	15,816.00	22,611.41	1,317.36	3,843.05	908.52	119,532.54	22,044.04
Increase in Salary Costs		**15,340.20**	**-**	**4,622.62**	**451.77**	**1,317.91**	**311.56**	**22,044.05**	

City of Ukiah

ITEM NO.: 11a

MEETING DATE: February 3, 2016

AGENDA SUMMARY REPORT

SUBJECT: CONSIDER APPROVING AN APPLICATION TO DEMOLISH A STRUCTURE OVER 50 YEARS OLD LOCATED AT 517 SOUTH MAIN STREET

Summary: The Council will be conducting a Public Hearing to determine that the structure located at 517 South Main Street does not meet the City Code criteria for historic or architectural significance; and will consider approval of the Demolition Permit.

Background: On behalf of PEP Housing, the City of Ukiah has applied for a Demolition Permit to remove an existing single-family home located at 517 South Main Street. The City is currently in the process of donating the property for the construction of a 42-unit affordable senior housing project. The structure at 517 South Main is over 50 years old, and therefore, according to the Ukiah City Code, the City Council must conduct a Public Hearing to review and determine if the home is historically significant and if so, whether or not the proposed demolition would adversely impact the historical resources of Ukiah. If the City Council finds that the residence is historically significant, the permit cannot be immediately issued. The house is not listed on the Ukiah Historical and Architectural Survey Update, prepared in 1999.

On January 7, 2016, the City Demolition Permit Review Committee considered the application. After discussion, the Committee found that none of the criteria in Ukiah City Code Section 3016, (see below) applied and therefore, the building was not historically significant. The Committee also found that the proposed demolition of the home would not impact Ukiah's historical resources. Accordingly, Staff is recommending approval of the Demolition Permit.

Criteria from Section 3016 (E) of the City Code:

Does the Building:

1. Have a special or particular quality such as oldest, best example, largest, or last surviving example of its kind.

Continued on Page 2

RECOMMENDED ACTION(S): 1) Conduct a Public Hearing; 2) Find that the structure does not meet the City Code criteria for historic or architectural significance; and 3) Approve the Demolition Permit

ALTERNATIVES: 1) Provide alternative direction to Staff

Citizens advised:	Publically noticed according to the requirements of the Ukiah City Code.
Requested by:	Demolition Permit Review Committee.
Prepared by:	Keven Thompson, Principal Planner.
Coordinated with:	Sage Sangiacomo, City Manager and Charley Stump, Director of Planning and Community Development.
Presenter:	Kevin Thompson, Principal Planner.
Attachments:	1. Demolition Permit application 2. Location Map 3. Memorandums from David Willoughby, Building Official 4. Ukiah Municipal Code Section 3016 (excerpt) 5. Demolition Permit Review Committee Draft Minutes, Dated January 7, 2015 6. CEQA Categorical Exemption

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

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

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

Approved: _____

Sage Sangiacomo, City Manager

Response: Based on the fact the home is not on the Architectural Resources Inventory, the residence is not the oldest, best example, largest, or last surviving example of its kind this criteria does not apply.

2. Exemplify or reflect special elements of the City's cultural, social, economic, political, aesthetic, or architectural history.

   Response: The residence, a typical ranch style home, does not reflect significant special elements of the City's cultural, social, economic, political, aesthetic, or architectural history.

3. Is strongly identified with persons or events significant in local, state, or national history.

   Response: The home has no known association with anyone highly significant in local, state, or national history.

Conclusion: The single-family residence located at 517 South Main Street is technically considered a historic home having been built over 50 years ago (1950). However, the house does not embody any distinctive characteristics or architectural style and is not associated with any historical figure. The home is located on a site with an approved 42-unit affordable senior project scheduled to be begin construction in February of 2016. The City of Ukiah, the current owner, is in the process of donating the property to PEP housing of Petaluma.

Since the building is over 50-years old and is proposed for demolition, the City Council with the assistance of the Demolition Permit Review Committee must determine if the house is historically significant and whether or not the proposed project would adversely impact its historic value.

The Demolition Permit Review Committee concluded the house does not embody any distinctive characteristics or architectural style and is not associated with any historical figures. The Committee also found the proposed demolition is required to facilitate the construction of the approved affordable senior project.

Environmental Review

The project is exempt from the requirements of the California Environmental Quality Act pursuant to Section 15301(L)(1) because it is the partial demolition (removal of siding to expose and re-use the original siding, and porch repair) of a single family residence in an urbanized area that is not historically significant.

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

City of Ukiah

Planning & Community Development Department
300 Seminary Avenue
Ukiah, CA 95482
Email: planning@cityofukiah.com / Web: www.cityofukiah.com
Building Services
Phone: (707) 463-6203 / Fax: (707)463-6204
Inspection Line: (707) 463-6739

BUILDING PERMIT APPLICATION

Value of Work ($): 8M	Assessor Parcel Number: 002-281-24	Use of Building: Affordable Senior Housing

Building Address: 517 S. main St.

Description of Work: The New Construction of a 42 unit Senior Complex

Building Owner Name:	Building Owner Email:	Building Owner Phone #:
PEP Housing - SanHouSenior	Jim1@pephousing.org	707-778-0270

Building Owner Mailing Address (Street Number and Name, City, State, Zip Code): 951 Petaluma Blvd. So. Petaluma Ca. 94952 — Customer ID:

Designer Name:	Designer Email:	Designer Phone #:
Robert Hayes	RHayes@RWHAssociates.com	415-382-0999

Designer Mailing Address (Street Number and Name, City, State, Zip Code): 620 Butte St. Sausalito, Ca 94965 — Customer ID:

Contractor Name:	Contractor Email:	Contractor Phone #:
Medstate Construction	monica@medstateconstruction.com	707-762-3200

Contractor Mailing Address (Street Number and Name, City, State, Zip Code): 1180 Holm Road Petaluma, Ca 94954 — Customer ID:

LICENSED CONTRACTOR'S DECLARATION: I hereby affirm under penalty of perjury that I am licensed under the provisions of Chapter 9 (Commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class: **License Number:**

Contractor Signature:	**Date:**

OWNER-BUILDER DECLARATION: I hereby affirm under penalty of perjury that I am exempt from the Contractors' State License Law for the reason(s) indicated below by the checkmark(s) I have placed next to the applicable item(s) (section 7031.5, Business and Professions Code: Any City or County that requires a permit to construct, alter, improve, demolish, or repair any structure prior to its issuance, also requires the applicant for the permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors' State License Law (Chapter 9 (Commencing with section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt from licensure and the basis for the alleged exemption. Any violation of section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars ($500).):

☐ I, as owner of the property or my employees with wages as their sole compensation, will do (_) all of or (_) portions of the work, and the structure is not intended or offered for sale (section 7044, Business and Professions Code: The Contractor's State License Law does not apply to an owner of property who, through employees' or personal effort, builds or improves the property, provided that the improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the Owner-Builder will have the burden of proving that it was not built or improved for the purpose of sale.).

☐ I, as the owner of the property, am exclusively contracting with licensed Contractors to construct the project (section 7044 Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who builds or improves thereon and who contracts for such projects with a licensed Contractor pursuant to the Contractors' State License Law).

☐ I am exempt from licensure under the Contractors' State License Law for the following reason:

By my signature below I acknowledge that, except for my personal residence in which I must have resided for at least one year prior to completion of the improvements covered by this permit, I cannot legally sell a structure that I have built as an owner-builder if it has not be constructed in its entirety by licensed contractors. I understand that a copy of the applicable law, Section 7044 of the Business and Professions Code, is available upon request when this application is submitted or at the following Web site: http://www.leginfo.ca.gov/calaw.html.

Signature of Property Owner or Authorized Agent: Jim Langford	**Date:** 1-5-2016

WORKERS' COMPENSATION DECLARATION WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS ($100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES: I hereby affirm under penalty of perjury one of the following declarations:

(_) I have and will maintain a certificate of consent to self-insure for workers' compensation, issued by the Director of Industrial Relations as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

Policy No:._____

(_) I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier:	Policy Number:	Expiration Date:

Name of Agent:	Phone #:	Verified By (City Staff):

CERTIFICATE OF EXEMPTION FROM WORKMAN'S COMPENSATION INSURANCE

(_) I certify that, in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, an agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Signature of applicant:	**Date:**

DECLARATION REGARDING CONSTRUCTION LENDING AGENCY

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civil Code).

Lender's Name:

Lender's Address:

By my signature below, I certify to each of the following:

- I am the property owner or authorized to act on the property owner's behalf.
- I have read this application and the information I have provided is correct.
- I agree to comply with all applicable city and county ordinances and state laws relating to building construction.

Signature of Property Owner or Authorized Agent:	**Date:**

Permit Expiration: This permit expires by limitation is work authorized is not commenced within 180 days or is abandoned for 180 days or more. An inspection is required to verify this, otherwise the Permit will expire. Permits may be extended for 180 days by written request prior to expiration.

Revised 2/10/2014
Revised 10/17/2014 (email and CID)

Attachment 2

PETALUMA ECUMENICAL PROPERTIES

SUN HOUSE SENIOR HOUSING
UKIAH CALIFORNIA

MEMORANDUM

TO: Demolition Permit Review Committee

FROM: David Willoughby, Building Official

DATE: January 8, 2016

SUBJECT: 517 S. Main Street

On January 4, 2016 I reviewed the Demolition Permit application materials and performed a site view. According to the Mendocino County Assessors record the home was originally constructed in 1950 with a 208 sq.ft. rear addition constructed in 1952. The structure is not listed on the State of California Department of Parks and Recreation Historic Resources Inventory or the City of Ukiah Architectural Survey.

The home is proposed for demolition to clear the site for the construction of an approved 42-unit affordable senior housing project.

On January 5, 2016 I visited the site and I believe that the home is not historically significant, and this permit should be approved.

ATTACHMENTS:

1. Demolition Permit Application Materials.

Attachment 4

§3016 MODIFICATIONS TO THE CALIFORNIA BUILDING CODE

A. The section of the California building code, relating to applications for building permits is modified to require in an application to demolish a building, the date when the building was first constructed, if known. The terms "demolish" or "demolition", as used in this section, shall mean: 1) the tearing down of all or part of a building or 2) the cumulative alteration of a building pursuant to one or more building permits issued over a five (5) year period, where fifty percent (50%) or more of the structural or exterior components of the building are removed or replaced. The review required by this section shall occur with the application for the permit that: 1) results in the tearing down of all or part of the building or 2) authorizes the cumulative alteration of the building that equals or exceeds the specified percentage.

B. The section of the California building code, relating to the issuance of a building permit, is modified to require that, as to buildings constructed fifty (50) years or more prior to the date of application, the director of planning or his/her designee shall determine whether:

1. The building is an accessory building such as, but not limited to, a garage, storage shed, or carport, whether attached or detached to a main building; except that certain accessory buildings, such as carriage houses, which are presumed to have historic or architectural significance shall be subject to further review as provided in subsection D of this section, unless the building is subject to demolition under subsection B2 of this section.

2. Immediate demolition of the building is necessary to protect the public health or safety and the failure to immediately demolish the building would constitute a serious threat to the public health or safety.

C. If subsection B1 or B2 of this section applies to the building, no further review shall be required under this section and the permit shall be issued in accordance with the provisions of the California building code.

D. If the planning director finds that neither of the exceptions in subsection B1 or B2 of this section applies to the building, a building permit to demolish a building shall be subject to further review in accordance with this section. The planning director shall transmit the proposal to the demolition review committee, or other official reviewing body established by the city council, for review, comment, and a recommendation to the city council. Once the demolition review committee formulates a recommendation concerning the disposition of the proposed permit, the planning director shall schedule and duly notice the matter for a public hearing and

decision by the city council. The public noticing shall indicate the day, time, place, and purpose of the public hearing, and how additional information about the subject matter can be obtained. The public noticing shall be accomplished in the following manner:

1. Publication in a newspaper of general circulation in the city at least ten (10) days prior to the hearing.

2. Mailing or delivery at least ten (10) days prior to the hearing to the owner(s) of the subject property, or his/her agent, and to the project applicant, if the applicant is not the owner.

3. First class mail notice to all owners (as shown on the latest available Mendocino County tax assessor's equalized assessment roll) of property within three hundred feet (300') of the subject property.

E. In reviewing proposed permits, and formulating recommendations to the city council, the demolition review committee shall consider any information provided during the meeting, and shall use the following criteria. The structure:

1. Has a special or particular quality such as oldest, best example, largest, or last surviving example of its kind; or

2. Exemplifies or reflects special elements of the city's cultural, social, economic, political, aesthetic, or architectural history; or

3. Is strongly identified with persons or events significant in local, state, or national history.

F. If the demolition review committee finds that any of the criteria listed in subsection E of this section apply to the building proposed for demolition, it shall recommend denial of the permit to the city.

G. 1. The city council shall conduct a public hearing pursuant to subsection D of this section to consider the recommendation of the demolition review committee, and to determine if any of the criteria listed in subsection E of this section apply to the building proposed for demolition. If the city council determines that any one of the criteria applies, it shall make a corresponding finding to that effect.

2. At the hearing, the applicant shall have the opportunity to present evidence that a viable market does not exist for the building, taking into account the condition of the building, the probable cost to put the building into marketable condition, and the uses of the property allowed

under existing or probable future zoning regulations. The city council shall consider such evidence offered by the applicant and any other information presented at the meeting by any interested party or by staff, to determine whether or not a viable market exists. "Viable market" means that it is reasonably likely that the building could be sold within a commercially reasonable period of time for more than the seller would be required to invest in the purchase of the property and preparing the property for sale, or that the property could produce a reasonable return on the amount of money it would take to purchase the property and prepare the building for income producing purposes. "Reasonable return" means the average rate of return on real estate investments in the Ukiah Valley.

3. If the city council determines that a viable market exists:

a. It shall so notify the building official who shall not issue the permit. The city council shall determine whether a viable market exists based on substantial evidence presented at the hearing, or, it may assume that a viable market exists, if the applicant fails to present substantial evidence that a viable market does not exist;

b. Not more than once within any twelve (12) month period, the applicant may submit a new application for a permit and the city council may reconsider whether a viable market exists:

(1) Upon a showing by the applicant that market conditions have changed; or

(2) Based upon new information that in the exercise of reasonable diligence the applicant could not have produced at the first hearing.

4. If the city council determines, based on substantial evidence, that a viable market does not exist, the issuance of the permit shall be stayed for a period of ninety (90) days.

a. During that ninety (90) day period, the city shall do the following:

(1) Determine whether other alternatives to demolition exist, which are acceptable to the applicant, that would preserve the historic, architectural or cultural significance of the building;

(2) Determine whether funds are available from any private source for the acquisition and preservation of the building through a negotiated purchase on terms acceptable to the applicant; or

(3) If sufficient funds are available from any private source and a negotiated purchase is not possible, determine whether to acquire the building through eminent domain.

b. If within the ninety (90) days, the city does not reach agreement with the applicant or commence acquisition of the building, the building official may issue the permit in accordance with the provisions of the California building code.

c. If within the ninety (90) day period, the city either: 1) reaches agreement with the applicant or 2) commences acquisition of the building, the building official shall not issue the permit.

d. However, the building official shall continue to process the application for the permit in accordance with the California building code, if the city and the applicant terminate their agreement or the city fails to diligently pursue or abandons acquisition of the building.

e. The city manager or his/her designee shall inform the building official whenever the city and the applicant terminate their agreement or the city fails to diligently pursue or abandons acquisition of the building.

f. If the building official has issued a demolition permit under this subsection and the permittee applies to extend the permit an additional one hundred eighty (180) days in accordance with the applicable provisions of the California building code then in effect, the building official shall refer the application to the city manager for an initial determination as to whether market conditions have changed. The city manager shall make the determination within ten (10) days after the application is referred by the building official. If the city manager determines that market conditions may have changed and that a viable market may exist for the property, he or she shall schedule the matter for a hearing before the city council to be noticed and conducted in accordance with subsection D of this section and this subsection G. However, at the hearing the city shall have the burden of proving by a preponderance of the evidence that market conditions have changed and a viable market exists. If the city manager determines that market conditions have not

changed, he or she shall so notify the building official and the applicant. Upon such notification, the building official shall further process the application to extend the term of the permit in accordance with the requirements of the California building code then in effect. If the city council conducts a hearing upon referral by the city manager, the city clerk shall provide written notification to the building official and the applicant of the city council decision. If the city council decides that a viable market exists, the building official shall not issue the permit, but the provisions of subsection G3b of this section shall apply. If the city council decides that a viable market does not exist, the building official immediately shall proceed to further process the application in accordance with the applicable provisions of the California building code then in effect.

5. "Diligently pursue acquisition" means taking all steps within the time required by law to acquire the building by eminent domain.

6. References to "applicant" herein shall include the building owner.

H. The planning director shall provide a written notice of the city council determination to the applicant. The written notification shall be mailed or hand delivered within five (5) days from the date of the city council's decision. The notice shall include the finding(s) and decision made by the city council and a copy of this section.

I. The applicant for a permit for a building determined to have historic, architectural or cultural significance shall salvage the building materials for reuse to the maximum extent feasible, and shall ensure that upon completion of the demolition, the site is left in a safe, presentable, and clutter free condition.

J. 1. Grounds For Reconsideration: The city council may reconsider a decision under this section within sixty (60) calendar days from the date the decision was made, if information that may have materially affected the decision was: a) misrepresented by the applicant, or b) not disclosed by the applicant, if the applicant knew or should have known that the information may have affected the city council decision. "Information" as used herein means matters of fact or law.

A decision may not be reconsidered, if all three (3) of the following have occurred: The permit: a) has been issued, b) did not at the time it was issued violate any provision of the California building code, as adopted by the city, or any other city ordinance or state or federal law, and c) the permittee has commenced demolition in good faith reliance on the permit.

2. Procedure On Reconsideration: Reconsideration of a decision under this section may be placed on the agenda for a regular city council meeting by any member of the city council who voted in favor of the original decision. Notice of any meeting where reconsideration is on the agenda shall be provided in accordance with subsection D of this section. If already issued, the permit shall be suspended from the date that an eligible city council member requests that the matter be placed on the agenda and until the city council makes a final decision upon reconsideration. The building official shall notify the applicant in writing of the permit suspension. At the meeting, the city council shall determine, based on evidence provided to the city prior to or during the meeting, whether reconsideration is permitted under subsection J1 of this section. Any motion to reconsider the decision shall contain findings supported by substantial evidence. If upon reconsideration the city council makes a different decision, the city clerk shall provide notice of that decision to the building official and the applicant/permittee within five (5) working days after the decision is made. If, upon reconsideration, the city council determines that a building has historic, architectural, or cultural significance, and the building official has issued a permit based on the previous decision, the building official shall revoke the permit. If the previously issued permit has expired, the building official shall deny an application for a new permit, unless the permit is issued in accordance with subsection G4 of this section. (Ord. 838, §1, adopted 1984; Ord. 927, §1, adopted 1992; Ord. 1014, §1, adopted 1998; Ord. 1103, §1, adopted 2007)

DEMOLITION PERMIT REVIEW
COMMITTEE MEETING
January 7, 2016

MEMBERS PRESENT
Tim Eriksen, Director of Public Works
David Willoughby, Building Official
Charley Stump, Acting Chair
Cathy Elawadly, Recording Secretary

OTHERS PRESENT

MEMBERS ABSENT

STAFF PRESENT
Kevin Thompson, Principal Planner

The regular meeting of the City of Ukiah Demolition Review was called to order by Acting Chair Stump at 2:09 p.m. in the Conference Room 1, 300 Seminary Avenue, Ukiah, California. Roll was taken with the results listed above.

3. APPROVAL OF MINUTES: July 23, 2015

Member Eriksen recommended the 'members present' include their respective City titles.

M/S Eriksen/Willoughby to approve July 23, 2015 minutes, as amended. Motion carried (3-0).

4. COMMENTS FROM AUDIENCE ON NON-AGENDA ITEMS

5. APPEAL PROCESS

There is no formal appeal process of decisions made by the Committee. All decisions are advisory to the City Council.

6. DEMOLITION PERMIT REVIEW AND RECOMMENDATIONS

A. Application by City of Ukiah to demolish a single family dwelling located at 517 S. Main Street.

Principal Planner Thompson gave a staff report:

- On behalf of PEP Housing, the City of Ukiah has applied for a demolition application to remove an existing single-family home located at 517 S. Main Street.
- The City is currently in the process of donating the property for the construction of a 42-unit affordable senior housing project.
- The structure is over 50 years old and therefore, according to City Code, the City Council must conduct a public hearing to review and determine if the home is historically significant and if so, whether or not the proposed demolition would adversely impact the historical resources in Ukiah.
- The house was constructed in 1950 and a small addition to the structure was completed in 1952.
- The house consists of ranch-style design having no significant architectural features.
- The house is not listed in the State of California Department of Parks and Recreation Historic Resources Inventory or the Ukiah Historical and Architectural Survey Update prepared in 1999.
- The intent of the proposed demolition is to clear the site for the construction of a 42-unit affordable senior housing project.

Acting Chair Stump:

- Requested clarification the California Green Building Code requires the recycling and salvaging of materials in the case of a demolition.

Member Willoughby:

- Confirmed PEP Housing would be required to recycle/salvage 50% of the materials from the home.

Member Eriksen:

- Inquired if consideration has been given as to how the corresponding utilities will be capped.

Member Willoughby:

- As the City Building Official when the demolition application is 'finaled' will look at how the utilities were capped.

Demolition Permit Review Committee (DPRC) consensus:

- The home is not historically significant having no historic value and supports approval of the proposed demolition permit.

M/S Eriksen/Stump the proposed house located at 517 S. Main does not represent/exemplify any distinctive characteristics or architectural style and as such, does not fulfill the criteria for a historic significant structure pursuant to Section 3016(E) of the City of Ukiah Code and therefore, recommends City Council approve issuance of the demolition permit for a single family dwelling over 50 years old located at 517 S. Main Street.

AYES: **Members Willoughby, Eriksen, and Acting Chair Stump**
NOES: **None**
ABSENT: **None**

7. ADJOURNMENT

There being no further business the meeting adjourned at 2:13 p.m.

_____

Cathy Elawadly, Recording Secretary

Attachment 6

NOTICE OF CEQA EXEMPTION

TO:

- ❑ Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814

- ❑ County Clerk
  County of Mendocino
  Courthouse
  Ukiah, CA 95482

FROM:

City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

PROJECT TITLE: Demolition Permit –Single Family Residence, 517 South Main Street

DESCRIPTION OF PROJECT: Demolition of a single family residence built in 1950. The following materials would be salvaged: doors, windows, cabinets, plumbing fixtures, light fixtures, hardwood floors, framing and siding materials. Brick, concrete, sheetrock, miscellaneous wood, and other materials would be recycled.

LOCATION: 517 South Main Street Ukiah

PUBLIC AGENCY APPROVING PROJECT: City of Ukiah

NAME OF PROJECT APPLICANT: City of Ukiah Property Owner

CEQA EXEMPTION STATUS:

- ❑ **Ministerial**

- ❑ **Categorical Exemption Section** 15301(L)(1), Class 1 – Existing small structures/demolition of a single family residence in an urbanized area.

- ❑ **Statutory Exemption Section**

REASONS WHY PROJECT IS EXEMPT: Demolition of a single family residence with no historic or architectural significance

LEAD AGENCY CONTACT PERSON: Kevin Thompson (707) 463-6207

SIGNATURE: _____ **DATE:** February 3, 2016

Kevin Thompson, Principal Planner
City of Ukiah

CITY OF UKIAH

CALIFORNIA DEPARTMENT OF FISH AND GAME

CERTIFICATE OF FEE EXEMPTION

De Minimus Impact Finding

PROJECT TITLE: City of Ukiah Demolition Permit – Single Family Residence,

PROJECT LOCATION: 517 S. Main Street Ukiah, CA

PROJECT DESCRIPTION: Demolition of a single family residence. The following materials would be salvaged: doors, windows, cabinets, plumbing fixtures, light fixtures, hardwood floors, framing and siding materials. Brick, concrete, sheetrock, miscellaneous wood, and other materials would be recycled. The demolition work would be performed carefully so that the majority of materials could be salvaged and/or recycled. The project is not located here any creeks or waterways.

FINDINGS OF EXEMPTION:

1. The proposed project is consistent with the goals and policies of the Ukiah General Plan.

2. The proposed project would not have an adverse impact on fish and wildlife resources, because no demolition activities are within proximity to any creeks or waterways.

3. The demolition would occur carefully so that most of the materials could be salvaged and/or recycled, and therefore the demolition activities would be confined to the immediate location of the single family residence.

CERTIFICATION:

I hereby certify that the public agency has made the above finding and the project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

_____ January 21, 2016

Kevin Thompson, **Date**

Title: Principal Planner **Lead Agency:** City of Ukiah

City of Ukiah

ITEM NO.: 12a

MEETING DATE: February 3, 2016

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION APPROVING MEMORANDA OF UNDERSTANDING FOR EMPLOYEE BARGAINING UNITS – MANAGEMENT UNIT AND LOCAL 1245 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)

Summary: Council will consider adopting a resolution approving 2015-2018 Memoranda of Understanding for the Management and Local 1245 of the International Brotherhood of Electrical Workers (IBEW) Bargaining Units.

Background: The City has completed negotiations with five bargaining units for restoration of the ongoing 5% reductions to compensation that were made in 2013. While labor negotiations are continuing with the remaining three groups, two additional labor groups comprised of the Management and IBEW Units have successfully reached agreement for three year successor contracts.

In the Fall of 2012, the City Council faced the necessity of having to reduce General Fund expenditures in order to bring expenditures in line with forecasted revenues for not only 2013, but for several years beyond 2013. The City Council, working together with city staff, has over the course of the last five years, significantly reduced expenditures in city operations, including reducing staff to its lowest level since the mid 1990's. These reductions were made without sacrificing services to the public, though additional reductions in the labor force would have lead to service reductions in some form. In order to preserve services rather than conduct additional lay-offs of personnel, the City Council entered negotiations with all seven labor groups having open contracts for a 5% permanent reduction in compensation to help address the deficit issue.

Discussion: Negotiations for ongoing reductions in compensation were difficult for both the City Council and for employee labor groups. City employees are receiving compensation based largely on agreements that were negotiated before the economic downturn in 2006, and 2007. The last raises for employees under these contracts were in 2009. Employees have taken temporary compensation reductions since 2009. Depending upon the labor unit, employees have had their pay reduced for periods up to 33 months by 5%, or their work hours reduced by 10%, and/or they have had a period of furloughs. In addition to outright

Continued on Page 2

RECOMMENDED ACTION(S): Adopt Resolution approving 2015-2018 Memoranda of Understanding for the Management and Local 1245 of the International Brotherhood of Electrical Workers (IBEW) Bargaining Units.

ALTERNATIVES: 1. Do not adopt resolution
2. Refer to Staff for amendment

Citizens advised:	N/A
Requested by:	N/A
Prepared by:	Sage Sangiacomo, City Manager and Melody Harris, Human Resources Director.
Coordinated with:	City Bargaining Unit Representatives.
Presenter:	Melody Harris, Human Resources Director.
Attachments:	1. Resolution 2. Memorandum of Understanding – Management Unit 2015-2018 3. Memorandum of Understanding – Local 1245

COUNCIL ACTION DATE: _____: ❑ Approved ❑ Continued to_____ ❑ Other _____

RECORDS APPROVED: ❑ Agreement: _____ ❑ Resolution: _____ ❑ Ordinance: _____

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

Approved: _____
Sage Sangiacomo, City Manager

compensation reductions, city employees have absorbed their portion of additional cost increases for retirement contributions and health care that has occurred over the course of the last five years, amounting to further reduction of their individual paychecks.

Over the course of decades, compensation for City employees has been bargained through the various labor groups representing City employees. Bargaining for pay and benefits reflected the City's fiscal conditions at the time. As a small, rural city, Ukiah has always faced the challenge of attracting and retaining a talented and skilled labor force for the funding available. Over the course of many years, the various labor agreements tended to exchange outright pay raises in favor of other types of benefits. These other benefits were less costly to the City than base salary pay raises. Some of these benefits applied to future retirement benefits, and some assisted with payment for health care costs. These types of benefits have now become cost centers for the City, because the conditions, regulations, and economic factors that once saved the City money, have now changed to make such agreements more costly to the City.

During the course of the 2013-15 compensation reduction negotiations, an effort was made by all parties to address those contract provisions with the highest cost factors in each labor group's agreements. The agreements that were reached reflected compensation savings that began to achieve more uniformity among the units with regard to health care and retirement contributions, as well as to reduce the highest growth rate cost centers for the City of Ukiah.

The City Manager, Human Resources Director and representatives of the Management and IBEW bargaining units have met over the past several months to discuss negotiation items. Both Agreements resulted in a restoration of the 5% salary concessions taken in 2013, as well as agreement to convert from "flex dollars" to a flat monthly "health contribution" for all new hires, with a transition (grandfather) clause for existing employees. This agreement provides consistency with other bargaining units' health benefits and consistency in administration of the benefit. Each three-year Memorandum of Understanding (MOU) has been ratified by the respective bargaining unit members. The proposed restoration of the 2013 salary concessions will be retroactive to the first full pay period following September 19, 2015, which is the expiration of the last labor contract.

The IBEW bargaining unit has a comprehensive MOU document, containing all past agreements currently in place and those subject to Council's ratification upon approval of the Resolution. For Council's ease in reference to the new or modified MOU provisions, please refer to pages 7-8, 16-17, 18, and 29, to the underlined text.

Staff recommends adoption of the Resolution Approving the Memoranda of Understanding for the Management and IBEW Units. A Closed Session has been agendized, should Council need additional discussion before adopting the Resolution.

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

Attachment 1

RESOLUTION NO. 2016 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF UKIAH AND THE MANAGEMENT AND LOCAL 1245 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) BARGAINING UNITS.

WHEREAS, the Employee/Employer Relations Officer and Human Resources Director have met and conferred in good faith with representatives of the Management and Local 1245 of the International Brotherhood of Electrical Workers (IBEW) Bargaining Units; and

WHEREAS, Memoranda of Understanding for the term of September 19, 2015, through September 18, 2018, have been arrived at and agreed to by the parties; and

WHEREAS, said Memoranda of Understanding have been presented to the City Council for its consideration.

NOW, THEREFORE, BE IT RESOLVED that the Memoranda of Understanding for the Management and Local 1245 of the International Brotherhood of Electrical Workers (IBEW) Bargaining Units attached in substantial form as Exhibits A & B are hereby adopted and the Employee/Employer Relations Officer is authorized to enter into these Agreements.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Stephen G. Scalmanini, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

MEMORANDUM OF UNDERSTANDING
Management Unit
2015 - 2018

This Memorandum of Understanding is entered into pursuant to the Meyers-Millias-Brown Act (California Government Code Section 3500, et. seq.) and applicable ordinances and resolutions of the City of Ukiah, between the City of Ukiah (hereinafter "City") and the **Management Unit** (hereinafter "Unit"). As a result of meet and confer sessions, the City and Unit have agreed to the following understandings.

1. TERM

The term of this Agreement shall be three (3) years, effective September 19, 2015, through September 18, 2018.

2. COMPENSATION

YEAR 1:

Restoration of $499.33/month flex dollars to all members employed as of the date of adoption of this Agreement, retroactive to the first full pay period following September 19, 2015.

YEAR 2:

The equivalent of 2.5% of base salary will be added to monthly flex dollars to all members employed as of the date of adoption of this Agreement, effective the first full pay period following September 19, 2016, unless the local economic benchmark – consisting of total revenue collected for property tax, sales tax and transient occupancy tax – falls below the combined total for the past audited Fiscal Year of 2014/15. Should the audited revenues fall below the benchmark, the increase will revert to the CPI calculation of the average of U.S. City and SF-Oakland-San Jose figures for April, to a maximum of 2.5%. In no case shall this result in a decrease in compensation.

YEAR 3:

The equivalent of 2.5% of base salary will be added to monthly flex dollars to all members employed as of the date of adoption of this Agreement, effective the first full pay period following September 19, 2017, unless the local economic benchmark – consisting of total revenue collected for property tax, sales tax and transient occupancy tax – falls below the combined total for the past audited Fiscal Year of 2014/15. Should the audited revenues fall below the benchmark, the increase will revert to the CPI calculation of the average of U.S. City and SF-Oakland-San Jose figures for April, to a maximum of 2.5%. In no case shall this result in a decrease in compensation.

3. HEALTH INSURANCE CONTRIBUTION

NEW HIRES: Effective upon adoption of this Agreement, all new hires will receive up to $1,283.82 per month towards the Unit member's health, dental, and vision insurance premiums, based upon actual enrollments. For Unit members electing "employee-only" coverage the City will pay the employee-only premiums plus $200.00/month, not to exceed the $1,283.82/month maximum. Unit members who show proof of other health insurance coverage and "opt out" of the City health plan will receive $200.00/month. New employees (hired after adoption of this Agreement) will not be eligible to elect flex dollars.

CURRENT EMPLOYEES: Effective upon adoption of this Agreement, existing unit members who are currently enrolled in the City's health, dental, or vision plan may elect to receive the monthly health insurance contribution up to $1,282.83/month IN LIEU OF receiving flex dollars as described above. In exchange for this benefit, existing unit members agree to decrease their current Management Incentive Pay hours from 120 hours to 80 hours/fiscal year, to reflect industry standard and achieve savings in

PERS liability. Management Pay hours may be taken as leave or cashed out by the employee (referred to as "Executive Leave"), and would therefore become non-PERS reportable. Once existing employees make the election to convert from flex dollars to the monthly health contribution, flex dollars will no longer be available to them.

After July 1, 2016, Unit members not currently enrolled in the City's health plan may enroll in City health plans during the first or any Open Enrollment period, or qualifying event, during the term of this agreement. Once enrolled in the plan, Unit members will no longer be eligible for the flex plan.

Current Unit members receiving flex dollars who do not elect to receive the monthly health contribution of up to $1,283.82 will continue to receive flex dollars, and their Management Incentive Pay hours will remain at 120 hours per fiscal year, cash-out only, and PERS-reportable.

4. MANAGEMENT INCENTIVE PAY

Effective upon adoption of this Agreement, all new hires will receive 80 hours/fiscal year of "Executive Leave" hours, in lieu of Management Incentive Pay. These hours may be taken as leave or cashed out, and are not PERS reportable special compensation.

Existing employees will continue to be eligible for Management Incentive Pay of 120 hours/fiscal year, which will be reported to Cal-PERS as special compensation. Existing employees who elect to convert from receiving "flex dollars" to a monthly health contribution will no longer receive Management Incentive Pay. Upon election of the monthly health contribution they will receive 80 hours/fiscal year of "Executive Leave", which may be taken as time off or cashed out. These hours are not PERS-reportable compensation. This is a one-time election that may not be reversed by Unit members.

Unit members electing to convert from flex dollars to monthly health contribution, who have previously cashed out their Management Incentive Pay for fiscal year 2015-16 will implement the decrease in hours from 120 to 80/hours per fiscal year and conversion to non-PERS reportable "Executive Leave" effective July 1, 2016.

5. RE-OPENER FOR HEALTH INSURANCE FOR HEALTH, VISION AND DENTAL CONTRIBUTIONS FOR NEW HIRES:

During the term of the Agreement, by mutual consent, the City and the Unit may explore standardizing health, dental, and vision contributions for new hires.

6. CONTINUATION

The City and the Unit agree that all conditions of employment established by City policy, including all conditions affecting wages, hours, and working conditions that are not specifically addressed in this Memorandum of Understanding, shall continue in effect and shall not be affected by the terms of this Memorandum of Understanding.

The value or availability of the benefits provided in the Memorandum of Understanding as originally worded or as amended from time to time may depend on their tax treatment by the state or federal government or the decisions of other government agencies or departments, such as, but not limited to, the Public Employees Retirement System. The City will endeavor to obtain the most favorable treatment legally possible from these other governmental entities. However, the City makes no representation concerning the value of such benefits to unit members or how they will be taxed or otherwise treated by other agencies or departments. The City's obligations under this Memorandum of Understanding are limited to the direct cost of providing the salary and benefits as described in the Memorandum of Understanding. The City shall have no additional financial obligation, even if the tax or other treatment of such salary or benefits by other agencies or departments reduces or eliminates their value to the employee.

This Memorandum of Understanding is ratified and adopted pursuant to the recommendations of the following representatives this __ day of February, 2016.

CITY OF UKIAH

_____
Sage Sangiacomo
City Manager

MANAGEMENT UNIT

_____
Kerry Randall, Facilities Administrator

_____
Rick Seanor, Dep. Director of Public Works

Attachment 3

MEMORANDUM OF UNDERSTANDING

CITY OF UKIAH

And

LOCAL 1245 of the

International Brotherhood of Electrical Workers

2015 - 2018

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MEMORANDUM OF UNDERSTANDING
CITY OF UKIAH
LOCAL 1245
of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

PREAMBLE: This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Millias-Brown Act (Calif. Gov't Code §3500 et seq.) and applicable ordinances and resolutions of the City of Ukiah, between the City of Ukiah (hereinafter "City") and the Local 1245 of the International Brotherhood of Electrical Workers, Local 1245 (hereinafter "Local 1245"). As a result of meet and confer sessions, the City and Local 1245 have agreed to the following understandings.

I. RECOGNITION

1.1 The City of Ukiah formally acknowledges the Local 1245 of the International Brotherhood of Electrical Workers as the sole recognized employee organization and exclusive representative for employer-employee relations matters of those job classifications set forth in Appendix A to this Agreement.

1.2 Union may use portions of City bulletin boards under the following conditions:

a. All materials must receive the approval of the Director of Personnel in charge of the departmental bulletin board.
b. All materials must be dated and must identify the organization that published them.
c. The actual posting of materials will be done by the City as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed 31 days after the publication date. Materials, which the department head considers objectionable will not be posted, provided however, the department head shall first discuss this denial with the City Manager.
d. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organizations materials.
e. An employee organization that does not abide by these rules will forfeit its right to have materials posted on City bulletin boards

1.3 Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department head or the Municipal Employee Relations Officer. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

1.4 Only a formally recognized employee organization (ie. Local 1245 of the International Brotherhood of Electrical Workers) may be granted permission by the Municipal Employee Relations Officer to have the regular dues of its members deducted from their paychecks, in accordance with the procedures prescribed by the Municipal Employee Relations Officer. Provided however, this shall not preclude the continuation of dues check-off heretofore granted to any employee organization.

Dues deduction shall be for a specified amount and shall be made only upon the voluntary written authorization of the member. Dues deduction authorization may be cancelled and the dues check-off payroll discontinued at any time by the member upon voluntary written notice to the Municipal Employee Relations Officer. Dues deduction authorization or cancellation shall be made upon cards provided by the Municipal Employee Relations. Officer. Dues deduction may be continued only upon voluntary written authorization of the member for a period time not to exceed one year. Employee payroll deduction authorizations shall be in uniform amounts for dues deductions.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member in good standing of the formally recognized employee organization is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

Dues withheld by the City shall be transmitted to the officer designated in writing by the employee organization as the person authorized to receive such funds, at the address specified.

All employee organizations that receive dues check-off shall indemnify, defend, and hold the City of Ukiah harmless against any claims made and against any suit instituted against the City of Ukiah on account of check-off of employee organization dues. In addition, all such employee organizations shall refund to the City of Ukiah any amounts paid to it in error upon presentation of supporting evidence.

1.5 Agency Shop

The following Agency Shop provisions shall apply to all employees represented by Local 1245 of the International Brotherhood of Electrical Workers.

DUES/FEES

A. Any employee of the City in a classification represented by the Union who is not on leave of absence shall, as a condition of continued employment and within ninety days of his/her date of hire, become a member of the Union, or pay the Union a service fee in an amount not to exceed periodic dues and general assessments of the Union. Such amounts shall be determined by the Union and implemented by the City in the first payroll period which starts 30 days after written notice of the new amount is received by the City.

B. Any employees who permanently fill an Local 1245-represented position after 01-28-03, are subject to the agency shop/conscientious objector fee provisions whether or not they had been City employees prior to 01-28-03.

RELIGIOUS OBJECTIONS

Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, which has been selected by the employee from the following: the United Way, the Heart Fund, or the Lung Association.

Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Union and as a condition of continued employment.

UNION RESPONSIBILITIES

A. The Union shall keep an adequate itemized record of its financial transactions and shall, by April 1 of each year, make available to the City, and to all bargaining unit employees, a detailed written financial report for the fiscal year ending the preceding December 31, in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

B. The Union certifies to the City that it has adopted, implemented, and will maintain procedures in accordance with applicable statutes, any decisions by a court of competent jurisdiction, and any other applicable legal authority.

C. Hold Harmless: The Union agrees to indemnify and hold the City harmless against any and all liability including but not limited to such items as wages, damages, awards, fines, court costs, and attorney fees which may arise by reason of the result of the operation of this Article.

CHANGE OF LAW

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Article is rendered unlawful by any published appellate court decision, the parties hereto shall meet-and-confer within thirty (30) days to negotiate a substitute provision which conforms to said law or court decision.

DISCIPLINE PROCEDURE

No employee shall be terminated under this Article unless:

A. The Union first has notified the employee by letter, explaining that he/she is delinquent in tendering the required service fee, or payment in lieu of service fee pursuant to subsections 2 and 3 above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the City for termination as provided in this Article; and

B. The Union has furnished the City with written proof that the procedure of subsection 6.A, above has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the City to terminate the employee, the following written notice:

"The Union certifies that (Employee's Name) has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the City shall terminate the employee."

An Agency Shop Election by secret ballot was conducted by the State of California Department of Industrial Relations Mediation and Conciliation Service on March 18, 2003 for all employees in the classifications within the Unit who were employed during the payroll period ending February 2003. By majority vote an Agency Shop arrangement resulted which requires all employees represented by Local 1245 of the International Brotherhood of Electrical Workers, as a condition of continued employment, to either join Local 1245 of the International Brotherhood of Electrical Workers and pay union membership dues or pay Local 1245 of the International Brotherhood of Electrical Workers a service fee (agency fee) for representation.

II. HOURS OF WORK/OVERTIME

2.1 The regular workweek is defined as seven (7) consecutive days, Sunday through Saturday, in which an employee normally works his/her 40 hours. Flex schedules may be authorized upon approval by the Department Head and the City Manager.

2.2 Overtime

Non-exempt employees receive one and one-half times their regular hourly rate of pay for time actually worked in excess of 40 hours in their designated workweek. The hourly rate of pay shall be determined by dividing the regular weekly salary by 40. Overtime is charged in one-half hour increments, with any time worked from 1 to 30 minutes credited as one-half hour of overtime.

2.3 CTO

Compensatory time off may be taken at straight time during the workweek. If used after the workweek in which it was earned, it is taken at time and one-half as agreed by the employee and Department Head. No employee shall accumulate more than 48 hours of compensatory time.

2.4 Call-Back

Callbacks are paid at a two hour minimum at time and one half pay. The second callback is paid at actual time worked with a one-hour minimum at time and one-half pay, as long as the second callback is not within the first callback timeframe.

2.5 Standby

a. Standby pay is at the rate of two hours pay at straight time on weekdays and four hours pay at straight time on weekends and holidays.

b. Vehicle Usage: No City vehicle shall be routinely assigned to employees. When called in on standby, employees will be reimbursed for mileage in accordance with the City's current travel reimbursement policy. An employee called back to work from standby shall receive a $5.00 stipend for each call-back.

2.6 Rest Period Agreement

The following language concerning the definition of rest period for extended overtime has been agreed upon as follows:

1. Any employee in this Unit who has worked eight hours or more at the overtime rate during the 15-1/2-hour period immediately preceding the beginning of his regular work hours on a workday shall be entitled to a rest period of eight consecutive hours on the completion of such overtime work.

2. There shall be included as part of the eight hours worked at the overtime rate in such 15-1/2-hour period any travel time and mealtime to which an employee is entitled.

3. If the eight hour rest period in part or in whole overlaps the employee's regular work period, the employee shall receive the straight time rate for the extent of the overlap except that the time taken during such overlap for any meal to which they are entitled for overtime hours worked shall be paid at the applicable overtime rate.

4. If the employee is called back to work during the first six hours of the rest period, a new rest period shall commence at the end of such work.

5a. If the rest period overlaps his/her regular work hours, but does not extend to the second half of the workday, the employee shall be excused with pay at the regular rate until the next full hour of his/her regular workday.

b. If the rest period overlaps the second half of the regular workday, the employee shall be excused with pay until the next full hour of his/her next regular shift.

6. An employee entitled to the rest period may nevertheless be required to work during the regular work hours on a workday without having said rest period, in which event, employee shall be paid at two (2) times the straight-time rate for all work performed until he/she has been relieved from duty for at least eight (8) consecutive hours.

7. If the person on call works past the 16-hour limit and is entitled to the aforementioned rest period, he/she shall be relieved from call by the supervisor until said rest period is concluded. Calls shall be routed to the supervisor, who then shall dispatch according to the needs of the department.

2.7 On-Call and Stand-By Response

All employees of the Electric Unit that are scheduled to be on Standby Duty or On-Call status during their rotational work week will be required to reside, either permanently or temporarily within a zone allowing response to the City of Ukiah Corporation Yard within 35 minutes of notification to respond.

III. SALARY PLAN

3.1 Salary Plan

Year 1: 5% restoration to base salary of 2013 salary concession effective the first full pay period following September 19, 2015.

Year 2: 2.5% increase to base salary, effective the first full pay period following September 19, 2016, unless the local economic benchmark – consisting of total revenue collected for property tax, sales tax and transient occupancy tax – falls below the combined total for the past audited Fiscal Year of 2014/15. Should the audited revenues fall below the benchmark, the increase will revert to the CPI calculation of the average of U.S. City and SF-Oakland-San Jose figures for April, to a maximum of 2.5%. In no case shall this result in a decrease in compensation.

Year 3: 2.5% increase to base salary, effective the first full pay period following September 19, 2017, unless the local economic benchmark – consisting of total revenue collected for property tax, sales tax and transient occupancy tax – falls below the combined total for the past audited Fiscal Year of 2014/15. Should the audited revenues fall below the benchmark, the increase will revert to the CPI calculation of the average of U.S. City

and SF-Oakland-San Jose figures for April, to a maximum of 2.5%. In no case shall this result in a decrease in compensation.

3.2 Cost Sharing Agreement

For FY 2013-14 and 2014-15 the Unit agreed to an ongoing 5% salary concession and the City agreed to restore and refund an amount equivalent to a portion of revenue if actual revenues exceed adopted budgeted revenues in the General Fund according to the formula listed in the sections below. Given that the formula is based on fiscal year audited revenues, the provisions of this section shall remain in full effect beyond the two year term of this agreement until the audit is completed and available for the purposes of implementing this section of the MOU. The total 5% salary concession for this Unit on an annual basis is $64,555.24.

This provision provides for the restoration and refund of the concession amount should the total audited revenues of each fiscal year corresponding to the term of this agreement exceed the adopted budgeted revenues of the General Fund for Fiscal year 2013-14 by $100,000 or more.

- The City shall restore an amount equivalent to a percentage calculated by taking the difference in audited revenue for each corresponding year of this MOU and the base year revenue adopted in the FY 2013-14 General Fund budget and dividing the absolute value by the adopted General Fund FY 2013-14 identified deficit. This shall occur the first full pay period following the City Council's receipt of the audit.

  EXAMPLE:

  $$\frac{\text{(Audited GF Revenue}^{1} - \text{Base Year Adopted FY 13-14 GF Revenue}^{2})}{\text{Adopted FY 2013-14 GF Deficit}^{3}} = \text{"\% of Concession Returned"}$$

  [1] Audited GF Revenue for the corresponding agreement year
  [2] Base Year GF Revenue as identified in the adopted FY 13-14 Budget ($14,375,555), Page ES-6
  [3] GF Deficit as adopted in FY 13-14 Budget ($978,894)

- The concession restoration amount will be applied to base salary at an amount equivalent to the calculated percentage multiplied to the base salary of each Unit member up to an amount that shall not exceed the concession amount.

- Furthermore, the City shall refund in a lump sum payment to each Unit member the concession amount in part retained by the City over each corresponding fiscal year of the term of this MOU if audited revenues exceed the base year revenue. The lump sum payment shall be equal to the calculated percentage from the formula above multiplied by the base salary received during the same term.

- In accordance with CalPERS law, this payment will not be reported as "pay rate" or "special compensation" and will not be reported to CalPERS for the purposes of pension calculations.

This language reflects the current 2013-14 Fiscal Year City of Ukiah budget methodology. If the City changes the way revenue is accounted, the Unit will be notified in writing and the City shall meet and confer with the Unit to develop equivalent methodology for determining General Fund revenue.
Audited revenue is subject to review by the Unit and City staff. Any discrepancies will be identified by the Unit and shall be submitted to the City. Discrepancies identified by the Unit will be reviewed by the City and shall by applied for the purposes of this provision as agreed to by the City and Unit.

The audited revenues are typically found on "Schedule I – General Fund Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual for the Year Ended June 30, ____" in the *Audited Financial Statements*.

Year 1 – Example 1 ($64,555.24 x 3/12 of a year, based on the 4/02/2014 MOU Adoption Date)

$$\frac{\$14{,}456{,}000 - \$14{,}376{,}000^{*} = \$80{,}000}{\$978{,}894} = 0\% \text{ Concession Restored}$$

*Rounded for purpose of illustration

Year 1 – Example 2

$$\frac{\$14{,}876{,}000 - \$14{,}376{,}000 = \$500{,}000}{\$978{,}894} = .5108 \text{ or } 51.08\% \text{ of Concession Restored } (\$8{,}243.49)$$

Year 2 – Example 1

$$\frac{\$14{,}436{,}000 - \$14{,}376{,}000 = \$60{,}000}{\$978{,}894} = 0\% \text{ Concession Restored}$$

Year 2 – Example 2

$$\frac{\$15{,}076{,}000 - \$14{,}376{,}000 = \$700{,}000}{\$978{,}894} = .7151 \text{ or } 71.51\% \ (\$46{,}162.98) \text{ of Concession Restored, which includes the } 51.08\% \text{ in the Year 1 Example}$$

CITY OF UKIAH
SUMMARY BY ACTIVITY OR FUNCTION
FISCAL YEAR 2013-2014 BUDGET

FUND #	FUND NAME	7/1/20013 FUND BALANCE	REVENUE	EXPENSE	NET INCOME (LOSS)	NET TRANSFERS IN (OUT)	6/30/2014 FUND BALANCE
G	General Fund	500,000	14,375,555	15,354,449	(978,894)	978,894	500,000
GR	Strategic Reserve	4,566,739	-0-	19,000		(978,894)	3,568,844
R	Other Grant & Restricted Use Funds	1,244,015	3,307,177	5,166,640	(1,859,463)	-	(615,448)
E,W,S	Utilities	28,294,826	27,123,887	34,128,665	(7,004,778)	2,193,186	23,483,234
LF, A, P, M, B, L, CC	Other Business Activities	-0-	2,578,307	4,457,880	(1,879,573)	-0-	(1,879,573)
I	Internal Service Funds	957,894	2,979,553	3,476,794	(497,241)	(37,000)	423,653
C	Capital Project Funds	3,492,473	172,172	881,697	(709,525)	7,000	2,789,948
	Total City Funds	39,055,947	50,536,651	63,485,125	(12,948,474)	2,163,186	28,270,659

	UTILITY AND OTHER BUSINESS ACTIVITIES DETAIL						
E	Electric Utility	14,832,369	15,422,680	19,328,640	(3,905,960)	-	10,926,409
W	Water Utility	2,292,835	5,974,163	4,247,439	1,726,724	(250,000)	3,769,559
S	Sewer Utility	11,387,962	5,727,044	10,552,586	(4,825,542)	2,443,186	9,005,606
LF	Solid Waste Disposal	(251,779)	100,025	1,352,370	(1,252,345)		(1,504,124)
A	Airport	288,764	1,627,335	1,756,355	(129,020)		159,744
P	Parking	162,740	107,741	179,126	(71,385)		91,355
M	Museum	201,638	93,282	345,281	(251,999)		(50,361)
B	Golf	(1,015,519)	182,307	182,307	-		(1,015,519)
L	Street Lighting	408,228	176,095	328,989	(152,894)		255,334
CC	Conference Center	(12,411)	291,522	313,452	(21,930)		(34,341)
	Total Utility And Other Business Activities Detail	28,294,826	29,702,194	38,586,545	(8,884,351)	2,193,186	21,603,661

Refer to the "Combining Fund Schedule" for a listing of the funds in each category

Schedule I

CITY OF UKIAH
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2012

	Budgeted Amounts			Variance With Final Budget - Positive
	Original	Final	General	(Negative)
REVENUES				
Taxes:				
Property	$ 745,056	$ 1,245,056	$ 1,213,479	$ (31,577)
Sales and use	6,333,756	6,333,756	6,465,410	131,654
Property transfer	33,700	33,700	24,770	(8,930)
Transient occupancy	691,108	691,108	775,547	84,439
Business license	315,291	315,291	325,674	10,383
Franchise	535,400	547,400	567,486	20,086
Licenses and permits	131,800	131,800	434,492	302,692
Fines, forfeitures, and penalties	52,662	52,662	46,960	(5,702)
From other agencies	1,374,988	1,374,988	1,350,289	(24,699)
Use of money and property	829,571	829,571	856,146	26,575
Charges for current services	892,204	892,204	1,146,590	254,386
Other	1,000	1,000	4,498	3,498
Total Revenues	11,936,536	12,448,536	13,211,341	762,805
EXPENDITURES				
Current:				
General government	1,728,729	2,231,319	1,817,593	413,726
Public safety	8,183,289	8,511,076	8,660,148	(149,072)
Streets and roads	927,891	942,321	1,087,896	(145,575)
Parks and recreation	1,840,654	1,845,654	1,970,035	(124,381)
Community development	98,255	225,755	67,839	157,916
Debt service	5,546	5,546	38	5,508
Capital outlay	149,329	173,841	46,593	127,048
Total Expenditures	12,933,693	13,935,312	13,650,142	285,170
Excess (Deficiency) of Revenues Over Expenditures	(997,157)	(1,486,776)	(438,801)	1,047,975
OTHER FINANCING SOURCES (USES)				
Transfers in	1,022,219	1,022,219	1,065,910	43,691
Total Other Financing Sources (Uses)	1,022,219	1,022,219	1,065,910	43,691
Net Change in Fund Balances	25,062	(464,557)	627,109	1,091,666
Fund Balances, July 1,	6,237,800	6,237,800	6,237,800	-
Fund Balances, June 30,	$ 6,262,862	$ 5,773,243	$ 6,864,909	$ 1,091,666

3.3 Salary Plan Administration

Employees occupying a position in a classification covered by this Memorandum of Understanding shall be paid the base salary range specified for their classification, as contained in Appendix "B" entitled "Salary Ranges Effective", attached hereto and incorporated herein, setting forth the salary ranges.

3.4 Salary Plan - Original Appointment

Salary ranges have been developed for each classification. Each salary range consists of a schedule of steps with a 5% differential between steps. These steps provide increases based on time in the position and on level of performance. Upon being hired at Step A of a pay range, the City will consider an increase to Step B on or after the first six months, if performance is satisfactory. Employees may be hired at steps higher than A, based on prior experience.

3.5 Promotion

Employees promoted from one classification to another shall receive at least the next higher pay step than that which the employee was earning. If the employee would have received a step increase in their previous position within six months of the promotion, they will receive at least 5% higher than that step increase upon promotion.

The City Council will adopt and revise as necessary the Classification and Pay Plans as recommended by the City Manager. The City Manager may make revisions to job descriptions that do not significantly change the nature of the job without City Council approval.

3.6 Electric Unit Classification Salary Steps

a. Effective July 1, 1990, the Lineman/Linewoman and Electrical Sub-Supervisor position classifications shall spend only six months at Steps A, C, and D before being eligible for step advancement. Step B has been eliminated. Advancement is dependent upon successful and satisfactory performance evaluations and upon recommendation by the Department Director.

b. Employees must serve at least one year in each of Steps B through D before they may be considered for a higher step. Each year, until you reach the top of the pay range for your classification, your performance will be evaluated and a step increase considered by your supervisor. Step increases are not automatic but are based on satisfactory service, performance rating and recommendation by your Department Head. The City Manager may grant an increase to a higher step based on exceptional performance.

3.7 Lineman Apprentice Program

The Apprentice Program was established as a career path advancement for a Groundperson who qualifies for training through the program to become a Step E Lineman/Linewoman. Apprentice positions will only be considered when a new Lineman position has been created or a vacancy exists. An Apprentice position will be created solely at the discretion of the Director and the approval of the City Manager.

A. Qualifications

The Program duration will be forty-two months. However, the program can be completed with a minimum of thirty months with the satisfactory completion of testing and performance reviews. Applicants who have 18 months experience as a Groundperson, with at least 1 year employed in the City's Electric Department of the Groundperson position will be considered for the Apprentice Program.

As recommended by the Electric Utility Director and approved by the City Manager, the time in position and experience required may be decreased to a minimum of six (6) months.

B. Selection

Should more than one candidate be eligible for the Apprentice Program, applicants will be selected through the city's current bid and interview process.

C. Advancement

When chosen as an apprentice, the applicant will be advanced to a Step D Apprentice Line Attendant and will receive the corresponding salary increase. The apprentice will receive a performance review every six months. If the applicant satisfactorily completes the program they will advance as follows:

Step D Apprentice Line Attendant	One Year
Step E Apprentice Line Attendant	One Year
Step D Lineman/Linewoman	Six Months
Step E Lineman/Linewoman	

If the Apprentice does not receive a satisfactory performance review, they will be required to repeat the current six-month training period, without a salary increase.

D. Apprentice Salary Increases

The Apprentice will be reviewed every six months. However, salary increases will be made only at the satisfactory completion of Step D Apprentice Lineman/Linewoman, Step E Apprentice Lineman/Linewoman, and Step D Lineman/Linewoman.

3.8 Apprenticeship Certification Program

The City will provide the State with the documentation necessary for State certification of the Department's Apprentice Program.

3.9 Working Out of Class

The City will pay 5%, or Step A, whichever is greater, for represented employees who are assigned to work at a higher level of classification whenever the employee works a minimum of four (4) hours in a work day or shift. The City will pay 10% for properly and formally assigned working out of classification, whenever the employee works a minimum of four (4) hours in a workday or shift, for those employees who have been assigned in the out of classification capacity for a cumulative total of one year or more.

a. Employees working out of class for a period of one month (30 calendar days) or longer will be paid holidays and sick leave of one week or less in duration at the out of class differential rate after the 30th day.

b. Employees working out of class in exempt positions will be paid overtime earned at the Out of Class rate, until they have worked out of class continuously for one month (30 calendar days), after which time overtime will no longer be paid.

3.10 Payroll/Timesheets

The pay period is Sunday through the second Saturday. Paychecks are issued every other Friday, reflecting the two-week pay period ending the previous Saturday. Time sheets must be turned in to Payroll no later than 9:00

a.m. on pay week Monday for employees not working the weekend, and Noon of pay week Monday for those working the weekend. PAF's are due in the Payroll Office the week prior to pay week. Time sheets must be signed by the employee and supervisor/designee. If the time sheet is not completely signed, checks will be held in the Payroll Office pending signature. Deductions will be taken for the required federal and state taxes, employee authorized deductions, or court ordered garnishments.

Checks will be distributed on Friday to the employees or to the Department Heads or their designated representative, who will, in turn, distribute checks to all employees. No exceptions can be made to this policy without City Manager approval. No checks will be issued to anyone other than the designated employee, unless prior written authorization has been given by the employee. Direct Deposit is available for all full-time and year-round part-time employees. Contact the Payroll Office for more information. If payday falls on a holiday, checks will be distributed on the working day immediately before the holiday.

For purposes of payroll, "base rate salary" is defined as the monthly base salary shown on the salary schedule for the specific position and does not include variable items, such as longevity, incentive pay, or overtime.

3.11 Salary Supplement

Employees hired on or before 6/30/86 shall receive a salary supplement of $388.24 payable with the first pay warrant in December. Employees hired after June 30, 1986, shall not receive the salary supplement.

3.12 Longevity

Only employees hired prior to July 1, 1990 shall be eligible and grandfathered at the rate of 1% of salary after seven years and an additional 2% for a total of 3% of salary after fourteen years.

3.13 High Voltage Electrical Rubber Gloving Certification*

As soon as administratively possible, but in no event more than sixty (60)-days after of approval of this agreement, the City shall have provided High Voltage Rubber Glove Certification training for all classifications within the Local 1245 Electric bargaining unit.

Upon completion of High Voltage Rubber Glove Certification training, Electric employees shall receive Rubber Glove Certificate pay equivalent to six (6%) percent of base salary effective the first full pay period following the certification date for the High Voltage Rubber Glove incentive. (The Union to provide a draft of the City of Ukiah High Voltage Rubber Gloving Manual.) Any employee, including current employees in the named voluntary classifications and new hires, shall receive the six (6%) effective the first full pay period following the certification date.

*Non-electrical-worker classifications of Electrical Engineering Technician I-III and Electrical Utility Technician I-II, which do not perform work in proximity to high voltage electrical conductors, or equipment, shall be certified as Qualified Rubber Glove Observers, qualifying them as Qualified Electrical Workers in order to qualify for the six (6%) High Voltage Electrical Rubber Glove pay.

The City shall provide any necessary High Voltage Rubber Glove refresher training for all employees, and High Voltage Rubber Gloving Certification Training for future hire Local 1245 Bargaining Unit employees. All employees hired after April 2, 2014 (MOU Adoption Date) shall be required to obtain Rubber Glove Certification within 60 days following their date of hire, subject to the City providing said training within that timeframe.

The exception to mandatory Rubber Glove Certification is as follows: Employees in the classifications of Electric Engineering Technician and Electrical Utility Technician shall have the individual choice whether or not to obtain the Rubber Glove Certification. If a new employee is hired and has the Rubber Glove Certification as of their date of hire, they shall receive the 6% certificate pay effective on their date of hire.

All class specifications shall be amended to reflect the Rubber Glove Certification requirement, with the exception of the two classifications noted above that will be amended to note the individual employee choice.

IV. CAREER STEP PROGRAM

The "Career Step Program" that the City has offered to other bargaining units is extended to members of the Electric Unit.

The City of Ukiah values its long-term employees and desires to reward continued exemplary performance for employees beyond their achievement of E Step in their individual job classification. The Career Step Program is designed to provide a monetary incentive and motivation for continued good performance and high achievement throughout an employee's career with the City.

4.1 Eligibility

Regular, full-time employees who have completed 7 years of service with the City of Ukiah and have attained E Step with "3" (meets expectations) or above rating on their most current annual performance evaluations are eligible to apply for the first career step increase.

4.2 Provisions

1. a. Employees who have completed 7 years of service will be eligible to apply on their performance evaluation date for a career step increase of 1%, if their performance evaluation is "3" (Satisfactory) or above.

b. Employees who have completed 14 years of service will be eligible to apply on their performance evaluation date for a career step increase of 2% (for a total of 3%), if their performance evaluation is "4" (very competent) or above.

c. Employees who have completed 21 years of service will be eligible to apply on their performance evaluation date for a career step increase of 2% (for a total of 5%), if their performance evaluation is "4" (very competent) or above rating.

2. Employees may request a pre-evaluation meeting with their Supervisor up to 6 months before their annual evaluation date for the purpose of discussing the employee's current job performance, goals set during the last evaluation period, and any areas potentially in need of improvement. This meeting will provide the employee and the Supervisor an opportunity to discuss performance issues and address solutions prior to the annual evaluation.

3. Employees who have applied for a career step increase and are denied due to their performance level will be given specific standards of performance to achieve. They may then re-apply on their performance evaluation date the following year for their career step.

4. After receiving a career step increase, if any performance evaluation falls below the minimum performance rating required for that level, the last percentage increase will be lost. Example: If an employee has received their additional 2% at the end of 14 years of service, and falls below the "4" (very competent) level in their next performance evaluation, they will only lose the last percentage received, or 2% in this case. If

lost, the employee will be given standards of performance to achieve and may re-apply within six months to reinstate that career step level.

5. An employee may appeal the denial of their career step application or the loss of the current career step payment to the City Manager. The City Manager will meet with the employee and the Supervisor in order to make a final determination on the appeal.

6. Employees cannot receive both longevity and career step pay. Any employee eligible for longevity will be required to make a determination as to which program they prefer and sign a PAF to that effect.

V. HEALTH & WELFARE BENEFITS

5.1 All regular full-time employees are eligible to be enrolled in the following insurance programs. Part-time employees working at least 32 hours per week are eligible to purchase City health, dental, and vision benefits at their own cost.

Major Medical
Dental
Life Insurance
Vision Care
Prescription Drug Plan

Effective date of coverage depends on the health plan you choose. During certain designated months, you may change from one plan to another. At retirement, employees with ten (10) or more years of service with the City may continue health coverage by pre-paying the monthly premium to the City payroll office, in order to comply with REMIF retirement insurance eligibility requirements, standardized for all REMIF cities. Employees nearing retirement should check their individual health plan for years of enrollment in the plan prior to retirement requirements. If you have a change in family status, such as the birth of a child, you must enroll your new dependent within 30 days. Contact the Personnel Department immediately for any change in family status.

The plan specifics and carriers will change from time to time. If you have any questions regarding insurance, please contact the Human Resources Department.

Workers Compensation Insurance is provided to all employees, regardless of status, immediately upon hire.

Effective upon ratification of this Agreement, and for incumbent employees electing to do so, the City will pay up to $1,283.82 per month towards each Unit member's health insurance premiums, based upon actual enrollments, in lieu of the current Section VI "flex dollars". For incumbent employees electing "employee only" coverage, the City will pay the employee-only premiums plus $200.00 a month, not to exceed the $1,283.82. Incumbent employees not electing this contribution will remain on the existing flex plan.

After July 1, 2016, Unit members not currently enrolled in the City's health plan may enroll in City health plans during the first or any Open Enrollment period, or qualifying event, during the term of this agreement. Once enrolled in the plan, Unit members will no longer be eligible for the flex plan.

Upon ratification, all new hires will be eligible for the health contribution up to $1,283.82 per month, based upon actual enrollments and not eligible for the flex plan. For new hires electing "employee only" coverage, the City will pay the employee only premiums plus $200.00 a month, not to exceed the $1,283.82.

New hires and incumbent employees who have migrated to the contribution described herein who opt out of the City's health coverage will receive monthly flex dollars of $200.00 in lieu of such benefits.

5.2 Health Plan Advisory Committee for Health, Vision & Dental Benefits/Contributions

The City will establish a Health Plan Advisory Committee to review and provide input relative to proposed health and dental plans for employees. This Committee will consist of one representative from each of the City's bargaining units.

During the term of the Agreement, by mutual consent, the City and the Union may agree to meet and discuss, in good faith, health and welfare plans (including dental and vision), covering topics such as plan costs, plan options and the potential standardization of such plans for existing and new employees, if applicable.

Should the City Manager, during the term of this agreement, convene the Health Benefit Advisory Committee, the Union shall send two members and Union staff to participate provided 1) this process does not fulfill the requirement to bargain; 2) the committee may make either consensus recommendations, alternative minority recommendations, or no recommendations; 3) all bargaining units are invited to participate.

5.3 Section 125 Cafeteria Plan

Effective March 1, 1998, the City of Ukiah implemented a Section 125 Plan, also known as a Cafeteria Plan, which may provide tax savings for employees through pre-tax premium payments and flexible spending accounts as allowed by IRS regulations. All full-time employees are eligible to participate in the Cafeteria Plan and may enroll in any of the following options:

1. Pre-tax insurance premium payments
2. Flexible Spending Account for unreimbursed medical costs
3. Flexible Spending Account for dependent care costs
4. Pre-tax premium payments for miscellaneous insurance plans offered by the Cafeteria Plan Administrator

The plan year for the Cafeteria Plan is July 1 through June 30 of each year. An open enrollment period will occur each year in the month of January, at which time employees may elect or change any of the above options. If there is a change in family status, you have 30 days in which to make a revision to your plan. For further information on the Cafeteria Plan or reimbursement procedures for the Flexible Spending Accounts, please contact the Personnel Department.

Those employees who choose not to have City health coverage must show proof of health coverage on another Plan. An employee who is covered under a non-City health plan cannot enter a City plan unless they have a qualifying event approved by the insurance carrier, or until the next regular open enrollment period of the health plan.

5.4 REMIF Life Insurance

The City will pay the employee's portion of the REMIF $10,000 Life Insurance policy.

5.5 Long-Term Disability

A Long-Term Disability Plan is available to all full-time employees and is paid by the employee. Participation will be voluntary and automatic payroll deductions will be available for those that join the plan.

5.6 Employee Assistance Program (EAP)

All full-time employees and their eligible dependents are covered under the City's Employee Assistance Program (EAP). The program offers a variety of benefits, such as marital and family counseling, financial planning, drug and alcohol abuse counseling, and much more at no cost to the employee. Contact the Personnel Department for more information.

5.7 Post-Retirement Medical Benefit Study

When the City of Ukiah completes the post-retirement medical benefits study for the Department Head Unit, a copy of the study shall be provided to Local 1245/Electrical Unit.

VI. FLEX PLAN

6.1 For incumbent employees as described in Section 5.1 (added 01/2016), the City provides the employees with a Flex Plan System as follows:

a. Effective January 1, 2011, flex dollars will be converted from the 11.5% of base salary plus $100.00 per month to a dollar amount, and capped at that amount, to arrive at a flat monthly rate flex dollar amount for existing employees, with a minimum of $750.00 per month. New employees will receive $750.00 per month flex dollars.

Insurance premiums will be deducted from Flex Plan dollars. Any Flex Plan dollars not used for insurance premiums will automatically be included in the employee's paycheck.

Each employee will be given an Electric Unit Flex Plan form showing their total dollars available for the Flex Plan and their insurance costs whenever there is a change.

Employees hired after ratification of the 2015-2018 Memorandum of Understanding are not eligible to receive flex dollars, but will receive a monthly health contribution as provided for in Section 5.1.

6.2 The City contribution to the Flex Plan System shall be investigated to determine if such contribution is subject to PERS. If PERS determines the amount taken as cash or portion thereof is PERS-able, then the City shall report the cash portion as "PERS-able" compensation.

VII. PUBLIC EMPLOYEES RETIREMENT SYSTEM

7.1 Pension Reform Act of 2013 (PEPRA)

The Public Employees' Pension Reform Act of 2013 (PEPRA) and related Public Employees' Retirement Law (PERL) amendments in Assembly Bill (AB) 340 became law on September 12, 2012, and the provisions were effective January 1, 2013.

The Electric Unit and the City agree to implement all PEPRA provisions, and all applicable amendments thereto. Effective January 1, 2013 Electric Unit employees defined by PEPRA as "*new members*" shall pay 50% of the total normal cost for the new Miscellaneous PERS pension formula 2%@ 62, which is currently 6.75% of reportable compensation, with a three-year final compensation period. "*Classic members*" (employees hired prior to January 1, 2013) will retain the 2.7% @ 55 Miscellaneous PERS formula, 8% member contribution (EPMC), with a one-year final compensation period.

The PEPRA defines a" *new member*" as : a) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system; b.) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system; c.) A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

VIII. MEALS

8.1 The City will provide meals for employees as described below. All meals earned will be paid/reimbursed at $16.00 per meal. Meals earned and not taken will result in a missed meal payment of thirty minutes pay at the appropriate overtime rate plus $16.00.

If an employee is required to work two (2) or more hours before regular starting time, the City will provide such an employee with a meal.

If an employee is called in on an emergency call out more than two (2) hours before regular starting time, the City will further provide such employee with lunch.

If the City requires an employee to perform work for one and one-half (1-1/2) hours beyond regular quitting time, the City will provide such employee with a meal and shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work.

If an employee is called in on an emergency call-out the City will provide such employee with a meal at four (4) hour intervals until the employee is dismissed from work.

When an employee is pre-arranged to work on a non-workday or outside of normal work hours, the City will provide meals at intervals as described for workdays. The cost of such meals and the time taken to consume them shall be at the City's expense and shall be taken at a restaurant acceptable to the City and the employees within the City limits unless no restaurant is open at the time provided for the meals to be taken.

8.2 Store Stops

Employees may make store stops, at the nearest convenient store, during their breaks for the purchase of refreshments, snacks, and medicine during their normal and overtime work hours upon express consent of their immediate supervisor. Loitering or consumption of the purchased items on the premises is not permitted, and employees are responsible, along with their supervisors, for policing this policy. Continued abuse will be reported to the supervisor; an employee with more than two violations may lose the store stop privilege for six months, along with additional disciplinary action for continued violations. Failure to properly control this privilege may result in the withdrawal of this policy to all employees in this Unit.

IX. EDUCATIONAL REIMBURSEMENT

9.1 Training may be developed for employees by the Department Head or Personnel Department. Training may include on-site programs, formal correspondence courses, adult education classes, outside college courses, etc.

If you participate in and successfully complete special formalized courses, you will have the accomplishment noted in your personnel file.

If you plan to take a college class or special course which is not required by the City but would enhance your knowledge and ability on the job and is directly related to your position with the City, you may request in advance of the class, reimbursement for the costs of tuition, travel, and book expenses. In order to receive reimbursement, you must submit your expense receipts, and show proof of a passing grade of "C" or better for the class. Contact your supervisor for more information and the "Pre-Approval for Course Reimbursement" forms.

X. TRAVEL REIMBURSEMENT

The City will reimburse reasonable expenses incurred by you in performance of your job, in accordance with Policy Resolution No. 31. Contact your supervisor if you incur, or anticipate incurring, any work related expenses. Travel expense forms must be returned to the Finance Department within a month of the trip or the advanced amount will be taken out of your paycheck until the form is returned and reconciled.

Employees who must travel on City business should, whenever possible, use City vehicles. If you must use your own car, authorized travel will be reimbursed at the current IRS rate, which covers gasoline, maintenance, and personal automobile insurance coverage. Additionally, tolls, parking, and similar items will be reimbursed. You are required to wear your seat belt and have a valid California driver's license. If your license is restricted or suspended, notify your supervisor immediately.

The City will not reimburse for traffic citations, including parking tickets that are received by employees; nor may any private automobile receive gasoline, oil or service from City facilities.

The per diem rate for meals while traveling out of the area for training is $45.00 per day. If training does not encompass a full day or if any meals are provided, the per diem rate is broken down as follows: Breakfast $10.00; Lunch $15.00; and Dinner $20.00.

XI. HOLIDAYS

Employees are provided with the following paid holidays:

DATE	HOLIDAY
December 31	New Year's Eve
January 1	New Year's Day
3rd Monday, January	Martin Luther King Birthday
3rd Monday, February	Washington's Day
Last Monday, May	Memorial Day
July 4	Independence Day

1st Monday, September	Labor Day
2nd Monday, October	Columbus Day
November 11	Veterans' Day
4th Thursday, November	Thanksgiving Day
th Friday, November	Day following Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day
Any	8 hrs floating Holiday credit (added to vacation credit)

When a holiday falls on a Saturday the holiday will be observed on the Friday before the holiday. When a holiday falls on a Sunday the holiday will be observed on the Monday following the holiday. Admission's Day Holiday (September 9) shall be eliminated as a recognized City holiday beginning in 2012 in exchange for full-day (8.00) holidays on Christmas Eve and New Year's Eve.

XII. VACATION SCHEDULE

12.1 Vacation is earned and accrued hourly each pay period according to the following schedule:

Years	Hourly Factor	Maximum Accrual
0 – 3 years	4.0 hours/pay period	224.0 hours
4 – 8 years	4.7 hours/pay period	260.4 hours
9 – 15 years	6.2 hours/pay period	338.4 hours
16 – 19 years	6.8 hours/pay period	369.6 hours
20 years plus *	8.0 hours/pay period	432.0 hours

Effective upon adoption of the 2012-2013 Memorandum of Understanding, employees with 20 or more years of service will begin accruing vacation at 8.0 hours per pay period.

12.2 Personal Leave

The City grants twenty-four (24) hours of personal leave annually. These hours are for purposes such as emergencies, family illness, or other personal situations. These hours are credited in full on July 1 of each year They are non-accumulative and, if not used within the year, will be deleted from the employee's paid leave time on the following June 30th.

Approval of each request for use of Personal Leave depends on the departmental workload and scheduling restraints. Personal Leave may be used during an employee's introductory period.

XIII. SICK LEAVE

Sick leave benefits are to be used for medical and dental appointments and absences due to mental or physical illness, or personal injury only. These benefits are not to be used for any other purpose. Every regular, full time employee will accrue one sick day for each month of service.

Sick leave usage is computed in one-half hour increments. On half-hour increments shall be computed by

rounding to zero for less than 15 minutes and rounding to one-half hour for 15 minutes or more. During or after an absence due to illness, you may be required to furnish a doctor's written statement indicating the nature of your illness and your expected recovery time. If you have been ill for longer than five (5) consecutive days or suffered an acute injury, you may be asked to obtain a doctor's release before returning to work.

When all sick leave benefits have been used, you may use your accrued vacation benefits. If you have used both the sick and vacation accrual, you may submit a request to the City Manager for up to a thirty day unpaid leave of absence in special consideration for extended serious illness or injury. (Also refer to Section 4.05.5, Family and Medical Leave Act, which may also apply.) Sick leave benefits will not be accumulated during unpaid leaves of absence.

13.2 Family Sick Leave

Effective with new California State law on January 1, 2000, full-time employees may use up to six (6) of their accrued sick leave days per calendar year to attend to an illness of a **child** (biological, foster, adopted, stepchild, legal ward or a child of a person standing in loco parentis), **parent** (biological, foster, adoptive, stepparent, or legal guardian) or **spouse**.

There is no maximum on the accumulation of unused sick leave. Upon retirement from City service, your unused sick leave will be converted to additional service credits at the rate of .004 years of service credit for each day of unused sick leave.

If you are going to be absent, you must notify your supervisor as soon as possible of your inability to work, normally no later than the start of your shift. Sick leave is a privilege. Violations or abuse will result in disciplinary action.

XIV. LEAVES OF ABSENCE

14.1 Jury Duty

If you are called to serve on a jury for 15 days (three weeks) or less, or are compelled to appear by legal process as a witness for the City in court, you will receive your base pay. You are required to furnish your Department Head with a copy of your official notice and to let us know the expected duration of your absence. If you are released from jury duty before the end of your working shift, you are expected to return to work for the remainder of the day. Court Payment Checks for jury duty, excluding travel expenses, must be turned in to the City cashiers in order to be eligible for this paid leave. You need to inform the Judge of the City's 15-day paid leave policy so that you will not be appointed to trials of longer duration.

14.2 Bereavement Leave

Employees who lose an immediate family member are allowed three days paid bereavement leave. An additional two days may be granted for travel exceeding 350 miles one way. Refer to Unit Sections for specific details. Immediate family is defined as father, mother, grandfather, grandmother, or grandchild of the employee or the employee's spouse, and the spouse, son, stepson, foster-son, son-in-law, daughter, stepdaughter, foster-daughter, daughter-in-law, brother or sister of the employee, or any immediate relative living in the immediate household of the employee or employee's spouse.

14.3 Unpaid Leave of Absence

You may request an unpaid leave of absence for periods of up to thirty days. Any unpaid leave may be granted

with approval of the City Manager. In deciding whether to grant the request the City Manager may consider the reason for the leave (ex: extend pregnancy leave beyond disability; extended illness due to injury where accumulated sick and vacation leave, CTO, and any other accrued paid leave have been used), the department's workload, and the availability of qualified staff to handle the workload.

If you are seeking an unpaid leave, you must submit a written request to your supervisor, stating the reason for and duration of the leave. Sick or vacation accrual, retirement, uniform allowance, medical coverage or related benefits are not paid or credited while an employee is on unpaid leave of absence. You will begin to receive these benefits again when you return to work. You may keep your medical insurance in effect by pre-paying the full monthly premium.

An employee who takes a personal leave of 30 days or less will be returned to his/her present position or to a substantially similar position. If no position is available due to staff reduction, the employee will be placed on layoff. Employees who do not report to work on the next working day, without prior authorization of the City, may be administratively terminated upon expiration of the leave.

14.4 Disability Leave

Employees may join the City's Long-Term Disability Plan to help cover financial needs during a non-work related injury disability period. Monthly premiums will be at the employee's expense and will be paid through automatic payroll deductions.

Employees requesting a disability leave of absence must fill out City request forms and provide a written statement from a physician that briefly states the need for the leave and the expected duration of the absence. This paperwork should be provided at least four weeks prior to the effective date of the leave. During the leave of absence, employees must notify the City of any changes in the duration of leave or the estimated date of return. Within 5 days of the end of the disability, you must notify Personnel that you are available to return to work and submit a doctor's release to return to work.

Accrued sick and vacation time may be taken to provide income during a disability leave of absence. You may keep your health insurance in effect during the disability (over 30 days) by pre-paying the full premium to Payroll by the first of the month.

14.5 Pregnancy Leave

A leave of absence without pay for a disability due to pregnancy may be requested for the duration of the disability, up to a maximum of four months upon a doctor's written statement. Accrued sick and vacation time may be taken to provide income during a pregnancy leave of absence. The City will pay the monthly health insurance premium for the four months with a doctor's statement. Upon returning to work, the employee will be placed in her original position or to a substantially similar position. If no position is available due to staff reductions, the employee will be placed on layoff.

14.6 Family & Medical Leave Act (FMLA)

Under the Family and Medical Leave Act and the California Family Rights Act, "eligible" employees may request an unpaid, job-protected leave of absence for periods of up to 12 weeks in a 12-month period for any of the following reasons:

a. To care for the employee's child after birth, or placement for adoption or foster care;
b. To care for the employee's spouse, son, daughter, or parent, who has a serious health condition; and

c. For a serious health condition that makes the employee unable to perform the employee's job.

The City and the Union agree to comply with the FMLA and CFRA Act, as per policy in Section 4.06.5 of the City of Ukiah Employee Manual.

14.7 Military Leave

If you are a member of the Armed Forces National Guard or Military Reserve, you will be allowed time off without pay for 180 days for temporary active military duty or training in accordance with the California Military and Veterans Code. After one year of service with the City, you are allowed thirty days paid leave for these purposes. If called upon in a declared emergency, members of the National Guard will be given paid leave for up to 30 calendar days, regardless of length of service with the City. If you receive orders to report for military duty, provide a copy of your orders to your supervisor.

The City and the Union agree to comply with the provisions of the California Military and Veterans Code.

XV. WORKER'S COMPENSATION

Employees who suffer an injury or illness due to work are generally covered under Workers Compensation Insurance. If you are injured or become ill due to work-related causes, you must notify your supervisor immediately. You will be given a form to complete and, if necessary, referred to the Ukiah Valley Medical Center (unless you have a note previously placed in your Personnel file, stating the name, address and phone number of your physician of choice). Covered doctor bills and hospital expense are paid directly by the City's Workers Compensation Carrier.

After three consecutive days off, Workers Comp pays 66% of your pay up to a maximum determined by state law. If you are hospitalized, or if you are disabled for longer than 14 days, the three-day waiting period is waived. Accumulated sick leave will be used for the first three days off and, upon its exhaustion; vacation leave may be combined with workers comp pay up to a maximum of your regular pay. If an employee chooses not to supplement his/her workers compensation pay with available leave credits, he/she must notify Payroll with a Personnel Action Form (PAF) within 15 calendar days from the time the injury was reported.

XVI. SAFETY

City will comply with all applicable Title 8, SB198, Cal-OSHA, and Federal OSHA Safety rules.

16.1 Inclement Weather Gear

The City will provide rain and protective gear for all employees required to work outside in inclement weather, to include hat, coat, pants and boots.

16.2 Attire

Employees shall be required to wear appropriate long sleeve shirts when directed to do so by their Supervisor. The shirts shall be provided by the City. The Electrical Sub-Supervisor may make determinations concerning the wearing of long sleeve shirts provided his/her determination is made in conformance with the Department's written policy.

XVII. DISCIPLINE

17.1 Refer to City of Ukiah Employee Manual, Addendum E, for Disciplinary Policy.

17.2 Grievance Procedure

A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the provisions of this Agreement or the policies of the City as set forth in City policies or undertaken through separate legal processes. Matters for which a specific method of review is provided by law, by the rules and regulations of the City Council or by the administrative regulations and procedures of the City are not within the scope of this procedure.

a. Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

b. Formal Level:

Level 1:	Supervisor
Level 2:	Department Head
Level 3:	Personnel Officer
Level 4:	City Manager

Please refer to Grievance Procedure in Addendum B of the City of Ukiah Employee Manual for details and timelines associated with Grievance Procedure.

XVIII. PROBATIONARY PERIOD

There is an introductory period of six months for new appointments and promotions, except for Police and Fire Unit personnel who have a twelve-month introductory period. During this period you and the City can evaluate each other to determine if employment should continue. This introductory employment period is used to closely observe your work. It may be extended by your Department Head for up to six months if your performance warrants it. You may be terminated during the introductory period any time without approval of the Civil Service Board, without cause, and without the right of appeal.

A promoted employee has the right to be reassigned to his/her original position during the introductory period.

Within four weeks of the conclusion of this introductory period you will, and at any time during the introductory period, you may receive a performance evaluation. These evaluations will give you and your supervisor or manager an opportunity to assess your performance to date, evaluate your on-the-job skills, and determine your ongoing relationship with the City.

Regardless of classification status or length of service, you are expected to meet and maintain City standards for job performance and behavior throughout your employment with the City.

XIX. JOB VACANCIES

Vacancies in the classified service are generally filled by re-employment, transfer, demotion, promotional list, or from eligible applicants, certified by the Personnel Director, from an appropriate eligibility list. In the absence of a sufficient number of qualified eligible persons for appointment in these ways, or if a job requires

special skills or expertise, the Personnel Director will obtain applications for the position and conduct appropriate examinations to establish a list of persons with eligible qualifications for appointment.

Reasonable prior notice of all tests for positions in the classified service shall be published by posting announcements in City Hall and, in the case of non-promotional recruitment, by a "want ad" in a local newspaper. Announcements shall consist of the applicable job description with other pertinent information such as the deadline date for receiving applications and ADA requirements.

Applications may be rejected for failure to meet the minimum job requirements for experience and/or education. The most qualified applicants will be tested by verbal, written, practical demonstration, or any other testing technique, or combination of testing techniques, which would establish a relative ability of the applicant to perform the duties of the position. Failure in one part of the test may be grounds for declaring such applicants as failing in the entire test or as disqualified for subsequent parts of a test. Any candidate who has taken and failed the exam twice within a three-year period shall be ineligible to take the test for a period of two years from the date he/she last took the test.

Any applicant has the right to inspect his/her own test results depending on the testing procedure. An error in grading or rating, if called to the attention of the Personnel Director within one month after posting the employment lists resulting from the examination, will be corrected. However, correction will not invalidate certification or appointments made before the error was brought to the attention of the Personnel Director. As soon as possible after the conclusion of the tests, the Personnel Director will prepare and keep available an employment list consisting of the names of persons successfully passing the tests. Whenever identical grades exist, they will receive the same ranking order on the list.

Eligible and promotional lists will become effective upon the approval by the City Manager and the lists will remain in effect for six months. Eligible lists may be extended by the City Manager for additional six-month periods but, in no event, will these lists remain in effect for more than eighteen months. At any time after an eligible list has been used, and if the remaining names have been passed over previously for valid reasons, the City Manager may cancel the entire list and order another examination when an eligible list is requested.

Whenever a Department Head wishes to fill a vacancy, he/she will consult with the Personnel Director, to determine if the position will be filled through a closed promotional, from existing City employees, or by open recruitment. If sufficient applications are not received from qualified applicants to conduct a closed promotional examination, the vacancy may be advertised as an open recruitment vacancy. In the case of an open recruitment vacancy, the Department Head may initially interview up to the top five eligible on the list. If unable to appoint from the top five, the Department Head may continue to interview from the list according to ranking.

If a promotional applicant is in the top five on an open recruitment eligible list and is, in the opinion of the Department Head, at least as capable of performing the job duties as the non-promotional applicants, then the Department Head may give preference in selection to the promotional candidate.

XX. DEMOTION AND LAYOFF

Certain budgetary conditions and the efficient operation of the City may require that we reorganize, reduce staffing or eliminate positions. Although the City hopes to avoid layoffs, this isn't always possible.

If a reduction of personnel becomes necessary, the City Manager will prepare a written analysis of the reduction

necessary and submit it to the City Council.

The first employees in a department to be laid off will be temporary and part-time employees; resulting vacancies will be offered to qualified, regular, full time employees.

Reorganization may also require demotions, in which case employees in higher classifications who have more seniority than employees in lower classifications within the same division may replace these employees. If you are demoted as a result of a re-organization, you will not lose eligibility to go back to your original position with all prior employment status, accrued benefits, and tenure rights if you are capable to perform the duties and if a vacancy occurs for that position within five years of the demotion.

If a layoff of some but not all employees in a position occurs, the City will normally retain some employees and lay off others on the basis of length of service with the City. Length of service is calculated from the employees' date of hire as a full time regular employee within the Department affected and does not include any unpaid leave time of any kind. Promoted employees with up to five years of service in their new position may have bumping rights in their previous position. Refer to the Civil Service Ordinance (attached) for more details.

After a layoff, you will have the right to be rehired with prior employment status in your previous position if a vacancy occurs within a period of two years from the termination date.

XXI. MANAGEMENT RIGHTS

21.1 In order to ensure that the City shall continue to carry out its public service functions, programs and responsibilities to the public imposed by law, and to maintain efficient public service for the citizens of Ukiah, the City continues to reserve and retain solely and exclusively all management rights, regardless of whether they have been exercised in the past, including those rights and responsibilities set forth by law and those City rights set forth in the city's Civil Service Ordinance. No portion of this City Management Rights Section shall be construed to obligate the city in any way. In the exercising of its rights, the City shall not require an employee to perform an act or acts contrary to law. The rights, powers and authorities of the City include, but are not limited to, the following:

1. To manage the departments and determine mission, policies and procedures and the right to manage the affairs of the departments.
2. To take into consideration the existence or non-existence of facts, which are the bases of the management decision in compliance with State law.
3. To determine the necessity, organization, implementation and termination of any service or activity conducted by the City and to expand or diminish City services.
4. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, reassign, discipline, discharge, terminate, demote, reduce, suspend, layoff, reprimand, withhold salary increases and benefits for disciplinary or non-disciplinary reasons or otherwise take action in accordance with department, City Personnel policies and/or Civil Service Rules and Regulations.
5. To determine the nature, manner, means, extent, type, time, quantity, quality, standard and level of City services to be provided to the public.
6. To require performance of other public services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
7. To lay off employees of the represented departments because of lack of work or funds or under conditions where continued work would be inefficient or ineffective.
8. To determine and/or change the facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which City operations are to be conducted.

9. To determine method of financing.
10. To plan, determine and manage department budgets, which include, but are not limited to, the right to contract or subcontract any work or operations of the represented departments.
11. To communicate fully and openly with its employees on any subject at any time orally, in writing, both at work or through the U.S. Mail.
12. To determine the size and composition of the City work force, assign work to employees of the City in accordance with requirements determined by the departments and to establish and require compliance to work hours and work schedules, including call back, standby, overtime and assignments.
13. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, and require compliance therewith.
14. To determine qualification, skills, abilities, knowledge, selection procedures and standards, job classifications, job specifications, and to reallocate and reclassify employees in accordance with Civil Service Rules and Regulations and City Personnel Policies.
15. To determine the issue of public policy and the overall goals and objectives of the represented departments and to take necessary action to achieve the goals and objectives of the represented departments.
16. To determine policies, procedures and standards for recruiting, selecting, training, transferring, assigning, dismissing, demoting and promoting employees in accordance with City Personnel Policy.
17. To establish, implement, and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and conduct, safety and order, and to require compliance therewith.
18. To evaluate and maintain order and efficiency in City facilities and operation.
19. To restrict the activity of an employee organization on City facilities and on City time.
20. To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other time deemed necessary by the City and not specified above.
21. To make reasonable rules and regulations pertaining to employees consistent with this Agreement.

21.2 Impact of Management Rights

Where required by law the City agrees prior to implementation to meet and confer or consult with the Union over the impact of the exercise of a management right upon the wages, hours, and terms and condition of employment on unit members unless the impact consequences of the exercise of a management right upon unit members is provided for in this Memorandum of Understanding, Civil Service Rules and Regulations, or Departmental Rules and Regulations.

21.3 Authority of Third Party Neutral – Management Rights

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the management rights which are included in the Agreement, exclusive of a competent court having subject matter jurisdiction.

21.4 No Strike/Job Action Provision

1. Prohibited Conduct

The Unit, its officers, agents, representatives, and/or members when on duty, agree that they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, pretended illness, or engage or honor any other form or type of job action by Union employees or by any other employees of the City

or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization.

2. Employee Termination

Any employee who participates in any conduct prohibited in Section 21.4.1 above shall be considered on unauthorized absence and shall be subject to discharge or other disciplinary action by the City, regardless of whether the Union carries out in good faith its responsibilities set forth below.

3. Union Responsibilities

a. In the event that the Union, its officer, agents, representatives, and/or members engage in any of the conduct prohibited in 1. "Prohibited Conduct", above, the Union shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in 21.4.1. "Prohibited Conduct" above, and return to work.

b. If the Union performs all of the responsibilities in good faith set for the in 3a. above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of 1. "Prohibited Conduct" above.

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XXII. CONTINUATION

The City and Local 1245 of the International Brotherhood of Electric Workers agree that all conditions of employment established by City policy, including all conditions affecting wages, hours, and working conditions that are not specifically addressed in this MOU shall continue in effect and shall not be affected by the terms of this MOU.

XXIII. WAIVER AND FINALITY

The provisions set forth above are final, and no change or modification shall be offered, urged or otherwise presented by Local 1245 of the International Brotherhood of Electrical Workers prior to the term of this agreement.

XXIV. SEPARABILITY

In the event that any provision of this Memorandum of Understanding is declared by a Court of competent jurisdiction to be illegal or unenforceable that provision of this Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

XXV. TERM

The term of this Agreement is September 19, 2015 through September 18, 2018.

This Memorandum of Understanding is ratified and adopted on _____, pursuant to the recommendations of the following representatives:

CITY OF UKIAH

_____
Sage Sangiacomo, City Manager

Local 1245 of the International Brotherhood of Electrical Workers

_____
Jim Lozano, Local 1245 of the IBEW
Employee Representative

_____
Ben Keffeler, Local 1245 of the IBEW
Employee Representative

_____
Rodney Huffman, Local 1245 of the IBEW
Employee Representative

_____
Janval Macor, Local 1245 of the IBEW
Business Representative

_____
Thomas Dalzell, Local 1245 of the IBEW
Business Manager

APPENDIX A

City of Ukiah Electric Unit Classifications:

Apprentice Line Attendant
Electric Engineering Technician I, II, III
Electrical Sub-Supervisor
Electrical Utility Technician I/II
Groundperson
Lineman/Linewoman

City of Ukiah

ITEM NO.: 12b

MEETING DATE: February 3, 2016

AGENDA SUMMARY REPORT

SUBJECT: DISCUSSION AND DIRECTION REGARDING MENDOCINO COUNTY AIDS AND VIRAL HEPATITIS NETWORK'S REQUEST TO EXTEND THE DURATION OF THE EMERGENCY WINTER HOMELESS SHELTER FOR AN ADDITIONAL 30 DAYS

Summary: At the January 20, 2016, City Council meeting, representatives from Mendocino County AIDS and Viral Hepatitis Network (MCAVHN) requested that the City Council consider extending the duration of the emergency winter shelter from four months to five months. The current location of the shelter is in a commercially-zoned metal warehouse that cannot typically be used for residential purposes without the installation of specific safety features, including fire sprinklers.

Background: On October 7th, 2015, the Ukiah City Council authorized the release of $30,000 to MCAVHN for the operation of an emergency winter shelter. A location within the recently created "Homeless Overlay Zone" had been identified; however, it was a commercially-zoned metal warehouse that cannot typically be used for residential purposes without the installation of specific safety features, including fire sprinklers.

With cold weather rapidly approaching, City Staff agreed to make certain exceptions to California building and fire codes under the conditions that the shelter would only be in operation for the four coldest months (December through March), that smoke detectors, fire extinguishers, and lighted exit signs be installed, and that two attendants be on staff (with at least one of them being awake) at all times. Under the existing zoning and with these exceptions, no more than forty-nine people are allowed to be in the building. MCAVHN agreed to these terms and the shelter opened on November 25, 2015.

On December 21, 2015, City Staff was contacted by shelter staff with a request to allow additional clients. They reported that they were having to turn people away due to lack of capacity and were concerned about the extremely cold weather forecast over the next few days. Staff evaluated the situation and agreed to a five day, five person exception through December 28th. It was made clear that this was a one-time exception and that MCAVHN should use this time to make arrangements for overflow clients in the future.

At the January 20, 2016, City Council meeting, representatives from MCAVHN requested that the City Council consider extending the duration of the emergency winter shelter from four months to five months due to projections for above-average rainfall in April.

Continued on Page 2

RECOMMENDED ACTION(S): Receive report and respond to request for 30-day extension of the emergency winter homeless shelter.

ALTERNATIVES: N/A

Citizens advised:	N/A
Requested by:	Mendocino County AIDS and Viral Hepatitis Network.
Prepared by:	Shannon Riley, Senior Management Analyst.
Coordinated with:	Kevin Jennings, Fire Marshall; David Willoughby, Building Inspector; and Sage Sangiacomo, City Manager.
Presenter:	Shannon Riley, Senior Management Analyst.
Attachments:	1. Memo from Fire Marshall Jennings 2. Summary of intakes at shelter

COUNCIL ACTION DATE: _____: ❑ Approved ❑ Continued to_____ ❑ Other _____

RECORDS APPROVED: ❑ Agreement: _____ ❑ Resolution: _____ ❑ Ordinance: _____

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

Approved: _____

Sage Sangiacomo, City Manager

Discussion: In response to the request for an extension, City Staff (including the Fire Marshall, Building Inspector, City Attorney, Police Chief, and more) met with the City Council's Health and Human Services Advisory Board liaisons Councilmembers Brown and Mulheren. It is the consensus of this group that, out of concern for human health and safety, the City of Ukiah is obligated to enforce the safety standards of the State of California and deny the request. Further, because the Building Inspector and Fire Marshall are the enforcement agents for the California Building and Fire Codes, it would not be advisable for the City Council to override this determination. For the complete response related to the Fire Code requirements, please see Attachment 1.

City Staff is appreciative of MCAVHN's work to provide this shelter during the winter months. At the recent Council meeting, representatives of the organization indicated that their request was coming at an early date so that they might begin fundraising for the possible extension. While an extension under the current conditions will not be permitted, it *may* be possible to bring the building "up to code" and continue its use as a shelter. These requirements were discussed with MCAVHN prior to the opening of the shelter, but Staff would be happy to revisit these with the organization if desired.

Secondarily, Council requested an update regarding the number of intakes at the shelter and its impacts related to the surrounding neighborhood, public safety, and the hospital. Therefore, Attachment #2 is a summary of the intakes through the end of December as provided by MCAVHN. In general, during the first two months of service, this shelter served more clients than the winter shelter operated by Ford Street served during the same period last year.

Regarding the neighborhood and impacts to public safety, the Ukiah Police Department has documented an 80% increase in service calls from within a one-block radius of the shelter over the first 60 days of operation. Neighboring businesses have experienced vandalism, broken fences, illegal camping, harassment, and more. The department continues to do outreach with the neighbors and the shelter staff in an effort to mitigate these impacts.

Ukiah Valley Medical Center, without a detailed list of clients to compare to their own intakes, is unable to determine what specific impacts there might be from the shelter. However, the newly created street medicine team *has* made visits to the shelter.

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

Attachment 1

Inland Valley Winter Shelter

943 Mazzoni St.

Ukiah, CA. 95482

Ref: One month extension of operations / use request. 27 January 2016

Background:

Several months ago I was asked to approve for use as a Winter Shelter the building located at the above listed address. Simple plans were provided and a site visit was accomplished. The building was observed to be of a semi open shop or warehouse design with an internal office space at the main entrance on Mazzoni St. The majority construction type is Type II, unprotected steel framing and lightweight metal siding. The building is located within a commercially zoned area of Ukiah. The occupancy class could be interpreted as Group S or U, storage or buildings of an accessory character or perhaps miscellaneous. No sprinkler system was present, as is the case currently.

The request brought forward was to convert the use of this building to a Winter Shelter. Several issues were brought to the attention of the applicant, one being the change of occupancy and the lack of a fire sprinkler system. Changing from the current S or U to an R-1 (residential) as described in the current code shall require the following,

- **Change of use or occupancy.** No change shall be made in the use or occupancy of any structure that would place the structure in a different division of the same group or occupancy in a different group of occupancies unless such structure is made to comply with the requirement of this code and the CBC (California Building Code).

  CFC Sec. 102.3

- **R-1.** Residential occupancies where the occupants are primarily transient in nature (less than days) including boarding houses, hotels and motels.
- **903.2.8 Group R.** An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all building with a Group R fire area.

Knowing these requirements I approved the occupancy change under an emergency need situation, with the following provisions prior to use as a Winter Shelter.

1. Hard-wired smoke detectors in the main sleeping area and the officer areas.
2. Type 2-A dry chemical fire extinguishers. To be located by each exit door.
3. Lighted exit signs, with battery back-up, located at each exit door.
4. Two attendants. One must remain awake at all times when the building is open and being used as a shelter.

By providing the listed requirements it was determined that the intent of the code for fire and life safety was met. But it was also noted that this was to be a temporary remedy and not for long term use. The building would need to be brought up to current standards for long term or permanent use, or further use as a shelter.

Extension Request.

There is no current definition of Emergency Shelter within the fire code (CA. Fire Code, 2013). The Ca. Department of Housing and Community Development defines an emergency shelter as, *Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person, government code 65582.*

The initial decision to allow the use of this occupancy was based upon meeting the intent of the code and not for long term usage, and only for use during the coldest times of the year. As this

facility / building currently sits it is in significant violation of the Ca. Fire Code. **As Fire Marshal for the City of Ukiah I will not approve an extension request without significant improvements to the building in question.** There are far more concerns that need to be addressed such as management rules and regulations for ongoing shelter use, which would be included in a Life Safety Evaluation, which can be found in NFPA 101 Life Safety Code, 2015 edition. Some of those items may include Medical Emergencies, Fire Hazards, Civil disturbance, Security, Building Systems and Management to name a few.

Extending the use only prolongs the problems and does nothing to address any of the listed fire and life safety issues.

Kevin P. Jennings

Division Chief / Fire Marshal – Prevention Officer.

References

Council, I. C. (2012). *2102 IBC Code and Commentary.* ICC.

Council, I. C. (2013). *CA Fire Code 2013 Edition.*

Marshal, C. S. (2011). *Title 19 Public Safety.*

STATISTICS - Inland Valley Winter Shelter

Operation: 11/25/15 - 3/25/16	Nov	Dec	Jan	Feb	March	TOTAL
Intakes During the Month (Unduplicated)	74	66				140
Average Bed Per Day Count	37	44				81
Number of Children Added during the Month (Unduplicated)	1	2				3
Meals Served (Buspass to Plowshares provided)	2	2				4
Chronically Homeless	54	54				108
Mendocino County Residents	60	38				98
Out of County Residents	2	0				2
Person Reporting Chronic Health Conditions	17	12				29
Persons Reporting Mental Illness	32	20				52
Persons with Drug and/or Alcohol Issues	31	23				54
Persons with Dual Diagnosis (co-occurring disorders)	20	15				35
Persons with Developmental Disabilities	11	8				19
Persons with Physical Disabilities	17	12				29
Persons with Domestic Violence Issues	10	19				29
Referrals/ Linkage Provided	85	78				163
Persons Who Achieved Housing	0	6				6
Persons who were awarded TANF, GA, SSI/SSDI or Vet funding	50	28				78
Persons who maintained or secured employment	5	2				7
Persons receiving medical coverage (Medi-Cal, Medicare, employer)	47	30				77
Number of adults who have stablized a MI or SUD for 30+ days	0	1				1
Veterans being served	10	5				15
Number of people turned away due to capacity	12	16				28
Number of persons on temporary exit for behavioral issues	0	10				10
Number of persons on permanent exit for behavioral issues	0	4				4
						0

City of Ukiah

ITEM NO.: 12c

MEETING DATE: February 3, 2016

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTIONS AUTHORIZING PARTICIPATION OF THE CITY OF UKIAH IN PROPERTY ASSESSED CLEAN ENERGY PROGRAMS AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE CORRESPONDING JPA AGREEMENTS

Summary: At their January 20, 2016, meeting the Ukiah City Council evaluated the City's possible participation in Property Assessed Clean Energy (PACE) and directed Staff to return with the resolutions that authorize those programs within the city limits.

Background: Property Assessed Clean Energy (PACE) programs are authorized for cities and counties by State legislation enacted in 2008 and 2011. PACE programs allow financing of permanent installations of renewable energy, efficiency, and conservation improvements, as well as water conservation improvements on residential or commercial properties. Property owner participation in voluntary and financed improvements are repaid over a period of time through payment assessments or special taxes on owners' property tax bills (depending upon which PACE program is selected). There is no cost to the City or County to join or participate or for program administration.

The authorizing legislation, Assembly Bill 811 (2008) and Senate Bill 555 (2011), provides two methods to enable cities and counties to form or join PACE programs through creation of PACE financing districts. Under AB 811, property owners of existing private buildings only, enter into an assessment contract with the jurisdiction for program-financed improvements. Under SB 555, Community Facilities Districts are established under the Mello-Roos Act to finance PACE improvements on public or private property and special tax liens are recorded for individual property owners who participate.

After evaluating the matter of participating in PACE programs at the January 20, 2016, meeting the City Council directed Staff to return with the resolutions that authorize those programs within the city limits.

Continued on Page 2

RECOMMENDED ACTION(S): Adoption of Resolutions Authorizing Participation of the City of Ukiah in Property Assessed Clean Energy Programs and Authorize the City Manager to Negotiate and Execute Corresponding JPA Agreements.

ALTERNATIVES: N/A

Citizens advised:	N/A
Requested by:	Mayor Scalmanini.
Prepared by:	Shannon Riley, Senior Management Analyst.
Coordinated with:	Sage Sangiacomo, City Manager.
Presenter:	Shannon Riley, Senior Management Analyst.
Attachments:	1. OpenPACE Resolution 2. Agreement to become a member of the California Home Finance Authority (former name of the Golden State Finance Authority) Joint Exercise of Powers Agreement for the YGrene Program 3. Resolution authorizing City of Ukiah to participate in YGrene's PACE program in accordance with the Mello-Roos Community Facilities Act (SB 555) 4. Resolution authorizing City of Ukiah to participate in YGrene's PACE program in accordance with SB 811 5. Resolution and Joint Powers Agreement for HERO Program

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

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

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

Approved: _____

Sage Sangiacomo, City Manager

Discussion: The programs considered and presented for authorization at this time are:

Open PACE: Open PACE is provided by the California Statewide Communities Development Authority (CSCDA), the largest Joint Powers Authority in California, founded and sponsored by the League of California Cities and CSAC. Through CSCDA's Open Pace program, members have access to three different program administrators: AllianceNRG Program, PACE Funding and CaliforniaFirst. The Open PACE platform can provide financing for residential, commercial, and seismic strengthening programs.

YGrene: YGrene Energy Fund California LLC is the program administrator for the JPA Golden State Finance Authority (GSFA). This program allows for both residential and commercial financing of energy efficiency, water conservation, and renewable energy improvements.

HERO: HERO is the program administrator for the Western Riverside Council of Governments JPA. This program also allows for both residential and commercial financing of energy efficiency, water conservation, and renewable energy improvements, as well as electric vehicle charging infrastructure.

In order to allow PACE providers to operate in Ukiah, the Ukiah City Council must adopt resolutions (for each provider) that approve becoming a member of those JPAs and allow PACE programs to be available to owners of residential and commercial property within our city. Those resolutions are attached.

Each PACE provider will be responsible for entering into voluntary contractual assessment agreements with participating property owners, levying the voluntary contractual assessments, issuing bonds to finance the Improvements, and taking remedial actions in the event of delinquent assessment payments. The resolutions expressly provides that the city will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in assessment payments, or the issuance, sale, or administration of any bonds issued in connection with the program.

There are no negative fiscal impacts to the City's general fund by consenting to the inclusion of properties within the city limits; there is no limit to the number of providers the City can allow. Additionally, all of the programs under consideration participate in the PACE Loss Reserve Program, which will make first mortgage lenders whole for any losses in a foreclosure or a forced sale that are attributable to a PACE lien covered under the Program.

At this time, Council is being requested to adopt the following resolutions and agreements (attached) to allow PACE providers to operate in the city limits of Ukiah:

1. OpenPACE Resolution
2. Agreement to become a member of the California Home Finance Authority (former name of the Golden State Finance Authority) Joint Exercise of Powers Agreement for the YGrene Program
3. Resolution authorizing City of Ukiah to participate in YGrene's PACE program in accordance with the Mello-Roos Community Facilities Act (SB 555)
4. Resolution authorizing City of Ukiah to participate in YGrene's PACE program in accordance with SB 811
5. Resolution and Joint Powers Agreement for HERO Program

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

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Ukiah (the "City"); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are the AllianceNRG Program (presently consisting of Deutsche Bank Securities Inc., CounterPointe Energy Solutions LLC, and Leidos Engineering LLC) PACE Funding LLC, Renewable Funding LLC, and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City's official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies

in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ukiah as follows:

Section 1. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Manager of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Senior Management Analyst.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The [Clerk of the Board of Supervisors/City Clerk] is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

PASSED AND ADOPTED this 3rd day of February, 2016 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Stephen G. Scalmanini, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

EXHIBIT A

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or **"RCRC"** means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

(1) executing contracts,
(2) employing agents, consultants and employees,
(3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
(4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
(5) incurring debts, liabilities or obligations,
(6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
(7) suing and being sued in its own name, and litigating or settling any suits or claims,
(8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
(9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

c. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars ($100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. <u>Composition</u>

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars ($5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[*SIGNATURES ON FOLLOWING PAGES*]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

_____ Dated:_____

By:_____

Name:_____

Title:_____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH, CALIFORNIA CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY, WATER CONSERVATION IMPROVEMENTS, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE, AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

Recitals

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of Ukiah is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.

2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED AND ADOPTED this 3rd day of February, 2016 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Stephen G. Scalmanini, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

Exhibit A

JPA Agreement

[to be inserted]

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY, PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Ukiah (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED AND ADOPTED this 3rd day of February, 2016 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Stephen G. Scalmanini, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

Exhibit A

JPA Agreement

[to be inserted]

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO

WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority intends to establish the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Ukiah (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

WHEREAS, Authority has authority to establish the California HERO Program, which will be such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Ukiah as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the incorporated area of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case

of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of Improvements.

2. This City Council consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.

4. This City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

PASSED AND ADOPTED this 3rd day of February, 2016 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Stephen G. Scalmanini, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

EXHIBIT A

AMENDMENT TO THE JOINT POWERS AGREEMENT ADDING CITY OF UKIAH AS AN ASSOCIATE MEMBER OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM SERVICES WITH SUCH CITY

This Amendment to the Joint Powers Agreement ("JPA Amendment") is made and entered into on the 3rd day of February, 2016, by City of Ukiah ("City") and the Western Riverside Council of Governments ("Authority") (collectively the "Parties").

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Joint Exercise of Powers Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the "Regular Members"); and

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy ("PACE") program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the "California HERO Program" pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. **JPA Amendment.**

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. **Implementation of California HERO Program within City Jurisdiction.**

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. **Miscellaneous Provisions.**

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys' fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes

that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

City:

City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482
Att.: City Manager

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such

portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

NAME OF COUNTY OR CITY:

_____ Dated: _____

By: _____

Name: _____

Title: _____

Attest:

By: _____
Kristine Lawler, City Clerk

City of Ukiah

ITEM NO.: 13a

MEETING DATE: February 3, 2016

AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZE THE CITY ENGINEER TO ACT AS THE PROJECT DIRECTOR FOR A STATE WATER RESOURCES CONTROL BOARD GRANT APPLICATION ON BEHALF OF THE RUSSIAN RIVER WATERSHED ASSOCIATION, AUTHORIZE THE CITY MANAGER TO EXECUTE NECESSARY CONTRACTS AND AUTHORIZE THE ESTABLISHMENT OF REVENUE AND EXPENSE ACCOUNTS SHOULD THE GRANT BE AWARDED

Summary: City Council will consider authorizing the City Engineer to act as the Project Director for a grant application on behalf of the Russian River Watershed Association.

Background: Currently, and since the Russian River Watershed Association (RRWA) has been formed, the City has acted as the financial agency for RRWA. Currently the Executive Director Services are performed by West Yost Associates who contracts with the City for all of the billing and collection services related to RRWA. The City receives a credit from its RRWA membership in the amount of $2,000 for providing these services.

Discussion: It is the desire of RRWA to submit a grant application to the State Water Resources Control Board in order to 1) establish a Russian River Regional Monitoring Program; and 2) to concurrently develop a Stormwater Resource Plan.

The initial purpose of the Russian River Regional Monitoring Program is to ensure that water quality monitoring conducted in the watershed with public monies is adequately standardized, coordinated, and accessible to cost-effectively answer the following basic questions: what is the water quality of the watershed, how is it changing in response to management and regulatory actions, and what are the best ways to improve water quality in the future? The primary strengths of regional monitoring are transparency, efficiency, and the ability to tie data collected to specific water quality management actions and priorities. The program can be expanded in the future to cover additional aspects of watershed health including but not necessarily limited to wildlife habitat monitoring and conservation.

The regional monitoring program will help inform the development of a regional Stormwater Resources Plan. The State Water Resources Control Board recently adopted the final Storm Water Resource Plan Guidelines which establishes guidance for public agencies for the development of Storm Water Resource

Continued on Page 2

RECOMMENDED ACTION(S): Authorize the City Engineer to act as the Project Director for a State Water Resources Control Board grant application on behalf of the Russian River Watershed Association, authorize the City Manager to execute necessary contracts and authorize the establishment of revenue and expense accounts should the grant be awarded.

ALTERNATIVES: Do not authorize the City Engineer or City Manager and provide direction to staff.

Citizens advised:	N/A
Requested by:	Tim Eriksen, Public Works Director/City Engineer.
Prepared by:	Jarod Thiele, Public Works Project Analyst.
Coordinated with:	Daria Isupov, RRWA Staff.
Presenters:	Tim Eriksen, Director of Public Works and Jarod Thiele, Public Works Project Analyst.
Attachments:	None

COUNCIL ACTION DATE: _____: ❑ Approved ❑ Continued to_____ ❑ Other _____

RECORDS APPROVED: ❑ Agreement: _____ ❑ Resolution: _____ ❑ Ordinance: _____

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

Approved: _____

Sage Sangiacomo, City Manager

Plans consistent with Water Code sections 10560 et seq. (as amended by Senate Bill 985, Stats. 2014, Ch. 555, § 5) Water Code section 10563, subdivision (c)(1), requires a Storm Water Resource Plan (Plan) as a condition of receiving funds for storm water and dry weather runoff capture projects from any bond approved by voters after January 2014. This requirement applies to Proposition 1, the water bond measure approved by voters in November 2014, which authorized $200 million in grants for multi-benefit storm water management projects.

In short, a Stormwater Resources Plan needs to be in place in order for entities to be eligible for any stormwater "Implementation" funds from Proposition One. If a regional plan is adopted, all agencies within the Russian River Watershed, including Ukiah, become eligible to apply for Implementation Grants. It is worth also noting that the current grant pursuit for "Planning" funds is the only Proposition One opportunity to fund the development of a Stormwater Resources Plan.

The anticipated grant amount will range from $200,000 to $500,000 dollars. RRWA will prepare all of the progress reports and reimbursement requests which will be reviewed and submitted by the designated Project Director. Currently, RRWA does not have the means to apply for the grant directly as they are not a Public Agency.

The amount of City staff time will be minimal and tracked for cost recovery purposes through a grant administration line item in the grant application. In addition, RRWA has budgeted a line item in the next year's work plan should the amount of administration costs exceed what is allowed by the grant. The appropriate revenue and expense accounts will be set up and will be determined based on award of the grant

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	**New Appropriation Source of Funds (Title & No.)**	**Account Number**	**Budget Amendment Required**	**Previous Contract or Purchase Order No.**
$0	TBD	TBD	Yes ☒ No ☐	N/A

City of Ukiah

ITEM NO.: 13b

MEETING DATE: February 3, 2016

AGENDA SUMMARY REPORT

SUBJECT: RECEIVE VERBAL REPORT AND PROVIDE DIRECTION IF NECESSARY ON THE FIRST AMENDMENT TO THE 2016 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM THROUGH THE MENDOCINO COUNCIL OF GOVERNMENTS (MCOG)

Summary: Council will receive a verbal report on the first amendment to the 2016 Regional Transportation Improvement Program through MCOG. This Program funds transportation projects throughout Mendocino County in the various jurisdictions.

Background: On December 7, 2015, the MCOG Board adopted the 2016 Regional Transportation Improvement Program (RTIP), which was developed using a Fund Estimate (FE) adopted by the California Transportation Commission in August of 2015. That FE provided no funding capacity for new programming, and identified a funding shortfall in the early years of the five year Statewide Transportation Improvement Program (STIP) period. In response to that FE, the Mendocino County 2016 RTIP proposed delays of many locally funded projects.

Discussion: At the January 21st meeting of the California Transportation Commission (CTC), a revised FE was adopted based on updated revenue projections. More specially, for revenues based on price-based excise tax on gasoline which is expected to be reduced. What this means regionally is that rather than just delaying projects, there is now a need to identify projects in Mendocino County for deprogramming. As identified in the attached MCOG staff report, the design of the roundabout at the intersection of Low Gap Road and N. Bush Street is amongst the regional projects identified for potential defunding. The other Ukiah projects currently funded are the Traffic Signal at the intersection of East Gobbi Street and Waugh Lane as well as 2 phases of the Downtown Streetscape Project.

On February 1, 2016, MCOG is intending to adopt a resolution to remove projects and associated funding from the 2016 RTIP.

City staff will present Council a verbal report on the outcome of the MCOG meeting and which project(s) will be recommended for defunding.

FISCAL IMPACT:

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

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

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: Tim Eriksen, Public Works Director/City Engineer.
Prepared by: Jarod Thiele, Public Works Project Analyst.
Coordinated with: Sage Sangiacomo, City Manager and Rick Seanor, Deputy Director of Public Works.
Presenters: Tim Eriksen, Director of Public Works/City Engineer.
Attachments: 1) MCOG Staff Report for the 2/1/16 Meeting

COUNCIL ACTION DATE: _____: ❑ Approved ❑ Continued to_____ ❑ Other _____

RECORDS APPROVED: ❑ Agreement: _____ ❑ Resolution: _____ ❑ Ordinance: _____

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

Approved: _____
Sage Sangiacomo, City Manager

Attachment 1

Agenda # 7
Regular Calendar
MCOG Meeting
2/1/2016

MENDOCINO COUNCIL OF GOVERNMENTS
STAFF REPORT

TITLE: First Amendment to the 2016 Regional Transportation Improvement Program

DATE PREPARED: 01/21/16
MEETING DATE: 02/01/16

SUBMITTED BY: Nephele Barrett, Program Manager

BACKGROUND:

On December 7, 2015, the MCOG Board adopted the 2016 Regional Transportation Improvement Program, which was developed using a Fund Estimate (FE) adopted by the California Transportation Commission in August of 2015. That FE provided no funding capacity for new programming, and identified a funding shortfall in the early years of the five-year STIP period. In response to that FE, the Mendocino County 2016 RTIP proposed delays of many locally funded projects.

At their meeting of January 21, the California Transportation Commission (CTC) adopted a revised FE based on updated revenue projections, specifically on revenues from the price-based excise tax on gasoline, which is expected to once again be reduced. Unfortunately, this new FE indicates a negative balance of about $750 million statewide over the STIP period. What this means locally is that rather than just delaying projects, we will now need to identify projects for deprogramming.

We have received a target for our share of projects to deprogram of approximately $3.7 million. This target is intended only as guidance and not meant to be set in stone. With that in mind, staff has developed a draft amendment to the 2016 RTIP which proposes to delete about $3.1 million. When selecting projects to be deleted, one of the primary considerations was the list of allocation priorities adopted by the CTC (attached). Based on these priorities and other factors, we have developed a draft RTIP Amendment which proposes to delete the following:

Agency	Project	E&P	PS&E	ROW	CON	Total ($in 1000s)
County	North State Street Interchange/ Intersection	132	336			468
Ukiah	Roundabout at Low Gap & Bush	5	85	25	703	818
Fort Bragg	Route 1 Bike & Ped Improvements	45	110	0	1330	1485
Caltrans	Gualala Downtown Streetscape	340				340
	Total Proposed for Deprogramming					3111

Along with the revised Fund Estimate, the CTC also adopted a revised STIP schedule, which calls for RTIP revisions to be submitted by February 26 with final STIP adoption in May. Because of this tight timeframe, it was not possible to discuss this item with the Technical Advisory Committee for a recommendation prior to MCOG Board action. We have, however, discussed the proposed deletions with all of the affected local agencies. Although they would all prefer to keep their projects programmed, they were also understanding of the situation facing the region and state.

As part of the adopting resolution for this proposed RTIP Amendment, staff recommends that these projects be given priority for reprogramming in the future when there is capacity in the STIP, assuming that they are still local agency priorities. At this point it is unknown when new money would be available, but there are a couple of proposals currently that could provide at least some

additional revenue. The Governor's Budget as well as the recently introduced AB 1591 (Frazier) would increase funding for transportation if passed, however, the STIP is so underfunded that those new revenues would likely only allow us to reprogram the projects that we are now deleting, but still not allow for new projects for several years.

At this time we ask that the Board consider the proposed RTIP Amendment for adoption. A Resolution (attached) has been prepared which reflects the recommendations discussed in this report. Following adoption, the RTIP Amendment will be forwarded to Caltrans and the California Transportation Commission by February 26, 2016, along with any additional project documentation.

ACTION REQUIRED:

1. Receive staff report.
2. Open public hearing.
3. Receive public comments.
4. Close public hearing.
5. Action by Resolution on the First Amendment to the 2016 Regional Transportation Improvement Program.

ALTERNATIVES:

Do not adopt the RTIP Amendment, or adopt the RTIP Amendment with modifications.

RECOMMENDATION:

By resolution, adopt the First Amendment to the 2016 Regional Transportation Improvement Program, which deprograms $3.111 million in existing STIP funded projects and prioritizes those projects for reprogramming in the future when funding capacity allows. Authorize staff to submit the RTIP Amendment to Caltrans and the California Transportation Commission.