



City Council Regular Meeting

AGENDA

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

February 7, 2018 - 6:00 PM

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 3.a. [Receive Presentation Regarding Ukiah on Ice, the Outdoor Holiday Ice Rink, and Present Event Sponsors with Certificates of Appreciation](#)
Recommended Action: Receive presentation regarding Ukiah on Ice, the outdoor holiday ice rink, and present event sponsors with Certificates of Appreciation.
[Attachment 1 - Ukiah On Ice 2017 Budget](#)
- 3.b. [Receive Presentation of Fourth Quarter Employee Recognition Awards](#)
Recommended Action: Receive a presentation of the Employee Recognition Awards.
[None](#)
- 3.c. [Status Report, Discussion and Possible Action Regarding the Ukiah Valley Sanitation District's Litigation Against the City of Ukiah Related to the Operation of the Sanitary Sewer System](#)
Recommended Action: Receive status report. If desired, discuss and provide direction to Staff and/or consider any action(s) related to the matter.
[Attachment 1 - UVSD Litigation Update Box Files location](#)
- 3.d. [Presentation Regarding Possible City of Ukiah Membership in the National Association of City Transportation Officials \(NACTO\) and the NACTO Urban Street Design Guide](#)
Recommended Action: Council will receive presentation from staff regarding NACTO membership and the NACTO Urban Street Design Guide.
[Attachment 1 - NACTO Membership Guide](#)
[Attachment 2 - NACTO Urban Street Design Guide hyperlink](#)

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

- 5.a. [Approval of the January 12, 2018, Special Meeting Minutes](#)
Recommended Action: Approve the Minutes of January 12, 2018, a Special Meeting, as submitted.
[Attachment 1 - Minutes of January 12, 2018](#)
- 5.b. [Approval of the January 17, 2018, Regular Meeting Minutes](#)
Recommended Action: Approve the Minutes of January 17, 2018, a Regular Meeting, as submitted.
[Attachment 1 - Minutes of January 17, 2018](#)
- 5.c. [Approval of the January 31, 2018, Regular Adjourned Meeting Minutes](#)
Recommended Action: Approve the Minutes of January 31, 2018, a Regular Adjourned Meeting, as submitted.
[Attachment 1 - Minutes of January 31, 2018](#)
- 5.d. [Approval of the January 31, 2018, Special Meeting Minutes](#)
Recommended Action: Approve the Minutes of January 31, 2018, a Special Meeting, as submitted.
[Attachment 1 - Minutes of January 31, 2018](#)

6 RIGHT TO APPEAL DECISION

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

7 CONSENT CALENDAR

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

- 7.a. [Adoption of Resolution Removing 25 Lineal Feet of On-Street Parking North and South of the Intersection of North Bush Street and Capps Lane](#)
Recommended Action: Adopt resolution removing 25 lineal feet of on-street parking North and South of the intersection of North Bush Street and Capps Lane.
[Attachment 1 - Resolution and Location Map N Bush St. at Capps Ln. w/Exhibit A](#)
- 7.b. [Report of the Emergency Acquisition of Professional Services from Peterson CAT in the amount of \\$21,544.12 for the Replacement of Switch-gear for the Backup Generator at the Waste Water Treatment Plant](#)
Recommended Action: Report of the emergency acquisition of repair services from Peterson CAT for the replacement of switch-gear for the backup generator at the Waste Water Treatment Plant.
[Attachment 1 - ISO REPAIR](#)

- 7.c. [Approve Amendment to the Northwestern Pacific Rail Trail License Agreement with North Coast Railroad Authority to Extend the Term of the Agreement an Additional Ten Years to August 1, 2049](#)
Recommended Action: Approve Amendment No. 1 to the NWP License Agreement with North Coast Railroad Authority and direct the City Manager to sign the Amendment.
[Attachment 1 - NCRA License Agreement](#)
[Attachment 2 - NCRA Amendent No. 1](#)
- 7.d. [Adoption of Resolution Removing On-Street Parking on Sections of Commerce Drive](#)
Recommended Action: Adopt resolution removing on-street parking on sections of Commerce Drive.
[Attachment 1 - Resolution and Location Map Commerce Dr. w/Exhibit A](#)
- 7.e. [Notification of Purchase of Professional Services from Community Development Services for CDBG Business Assistance Loan Underwriting Services in the Amount of Up To \\$20,000, or 10% of Each Approved Loan, Whichever is Less](#)
Recommended Action: Receive report for the purchase of professional services from Community Development Services for CDBG Business Assistance Loan Underwriting Services in the amount of up to \$20,000, or 10% of each approved loan, whichever is less.
[Attachment 1 - C#1718155 - Community Development Services - Loan Underwriting](#)
- 7.f. [Council to Consider Approving a Revision to the Scope of Work for the Contract for Professional Services between the City of Ukiah and North Coast Opportunities and Authorize the City Manager to Execute a Corresponding Amendment](#)
Recommended Action: Council approve a revision to the scope of work (SOW) for the professional services contract between the City of Ukiah and North Coast Opportunities (NCO) and authorize the City Manager to execute a corresponding amendment.
[Attachment 1 - Original Scope of Work for NCO / City of Ukiah](#)
[Attachment 2 - Revised Scope of Work for NCO / City of Ukiah](#)
- 7.g. [Council to Receive a Report Regarding the Proposed Change Order for Specification 15-17, Grace Hudson Museum Outdoor Landscape Improvements Project to Siri Grading & Paving in the Amount of \\$71,686 for the Installation of a Sidewalk on Main Street at the Grace Hudson Museum](#)
Recommended Action: Receive report.
[Attachment 1 - CIFAC Letter to City of Ukiah](#)
[Attachment 2 - Memo from City Attorney](#)

8 AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

9 COUNCIL REPORTS

10 CITY MANAGER/CITY CLERK REPORTS

11 PUBLIC HEARINGS (6:15 PM)

12 UNFINISHED BUSINESS

- 12.a. Authorize the City Manager to Negotiate and Execute the 2018 Funding Allocation Agreement with the County of Mendocino for Local Fire Protection Services and Approval of the Corresponding Budget Amendments

Recommended Action: Authorize the City Manager to negotiate and execute the 2018 Funding Allocation Agreement with the County of Mendocino for local fire protection services and approval of the corresponding budget amendments.

Attachment 1 - 12-18-17 Mendocino County Board of Supervisors Report

Attachment 2 - County of Mendocino Funding Allocation Agreement - City

Attachment 3 - County of Mendocino Funding Allocation Agreement - UVFD

13 NEW BUSINESS

- 13.a. Consider Adoption of Proposed Resolution Authorizing the Corporation Yard to Pay for Certain Uses of Real Property from the Ukiah Municipal Airport Enterprise Fund and the Corresponding Budget Amendments

Recommended Action: Adopt the resolution authorizing the Corporation Yard to pay for certain uses of real property from the Ukiah Municipal Airport Enterprise Fund and approve corresponding budget amendments.

Attachment 1 - Resolution Charging Corporation Yard budget for use of Airport Property

Attachment 2 - Fiscal Impact and Budget Account Numbers

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

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

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

Recommended Action: Confer in Closed Session

None

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

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

Recommended Action: Confer in Closed Session

None

- 14.c. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)

Property: 341 Norgard Lane, Ukiah, CA 95482 (APN's 184-080-27,28; 184-090-01,07; 184-100-04; 180-090-05-00; 180-120-04-44; 180-120-05-00; 180-120-06-00; 184-080-01-00; 184-080-25-00; 184-080-26-00; 180-110-03-00; 180-100-03-00)

Negotiators: Sage Sangiacomo, City Manager; Sean White, Water Resources Director;
Negotiating Parties: City of Ukiah and Tim Norgard;
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session
None

- 14.d. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: 429 South Dora St. Ukiah, CA 95482
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: City of Ukiah and Ukiah Unified School District;
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session
None

15 ADJOURNMENT

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

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

February 2, 2018

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Receive Presentation Regarding Ukiah on Ice, the Outdoor Holiday Ice Rink, and Present Event Sponsors with Certificates of Appreciation

DEPARTMENT: Community Development

PREPARED BY: Jake Burgess

ATTACHMENTS:

[Attachment 1 - Ukiah On Ice 2017 Budget](#)

Summary: The Ukiah City Council approved a partnership between the City and the Greater Ukiah Chamber of Commerce to bring an outdoor ice rink to downtown Ukiah for a second season. The ice rink was again overwhelmingly supported by the community and its sponsors, and tonight, (Wednesday, February 7, 2018), the Council will present sponsors with Certificates of Appreciation.

Background: After a successful first season, the community was excited to receive the Ukiah on Ice downtown ice-skating rink for its second season. The rink this season was opened in coordination with the Ukiah Parade of Lights event, boasted a slightly larger rink, and included full concessions operated by City staff.

Discussion: The ice rink was open daily, including holidays, for five weeks and hosted school field trips throughout the majority of the operation. Skating (including skate rental) was \$10 per person per session.

The community response to the ice rink was wonderful, drawing people from all around the County, Lake

RECOMMENDED ACTION: Receive presentation regarding Ukiah on Ice, the outdoor holiday ice rink, and present event sponsors with Certificates of Appreciation.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 31400000 Winter Special Events

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

County, and northern Sonoma County. The excitement and energy focused around the ice rink was infectious, and resulted in increased traffic to the downtown and to nearby businesses. The rink was especially popular on the weekends, with significant numbers of skaters and families enjoying the activity.

The ice rink hosted free hockey lessons for a second year and introduced the sport of curling to Ukiah during a one-day class.

2017 Ukiah on Ice:

- Received over 8,000 skaters of all ages from near and far
- Welcomed 70 field trips with over 1800 students and dozens of chaperones
- Hosted 16 parties
- Held 5 PTO nights, raising over \$600 for local schools
- Employed 28 young adults
- Was supported by 31 sponsors
- Received widespread exposure on social media; on Facebook, 'Ukiah on Ice' posts reached an impressive 201,608 people with 8,854 reactions (Shares, Comments, Likes)

The attached matrix (Attachment 1) illustrates the operating budget for the ice rink in 2017-18. This year's event generated revenue of about \$3,451 which was a real accomplishment considering the rink and tent rental totaled \$104,733. The Operations revenue line was significantly buoyed by running our own concessions stand. While this element was time consuming, the additional revenue provided by concessions was well worth the effort. This budget does not account for the investment of time by the regular salary staff that supported the ice rink and represents the City's match contribution for this community activity.

City Staff would like to extend their appreciation to the City Council for their support and to everyone who participated in Ukiah on Ice, from the skaters to the behind-the-scenes-staff. In particular, the City would like to recognize the generous community sponsors who supported this event and ultimately made it possible, with many going above and beyond for this community event. For their contributions, they are being presented with Certificates of Appreciation and honored this evening.

Based on the successful first two years of the ice rink, staff plans to bring it back next year.

2017 Ukiah on Ice

Revenue

Operations (Ticket sales/ Concessions/ Parties)	\$86,564
Donation Reimbursements (Foster Families & Fire Victims)	\$4,000
Sponsor Funding	\$66,000
Total	\$156,564
Expenses	
Ice rink contract (Special Ice)	\$95,638
Tent Rental	\$9,095
Sand box	Sponsor Donation
Fencing	Sponsor Donation
Security	Sponsor Donation
Hotel for ice rink maintenance staff	Sponsor Donation
Building Permit	\$1,549
Utilities	\$5,645
Staff for ice rink- seasonal	\$28,886
Supplies (Banners, Concessions, Promotions, Operations)	\$12,300
Total	\$153,113
Profit/ Loss	\$3,451



AGENDA SUMMARY REPORT

SUBJECT: Receive Presentation of Fourth Quarter Employee Recognition Awards

DEPARTMENT: Human Resources

PREPARED BY: Sheri Mannion

ATTACHMENTS:

None

Summary: The Mayor will present selected employees with Exceptional Employee awards.

Background: The City of Ukiah prioritizes the retention and attraction of outstanding employees and recognizes their role in our goal of providing exceptional customer service. The Exceptional Employees Program, through a nomination process, recognizes and awards those employees or teams of employees who have truly gone above and beyond.

Once each quarter, nominations are considered from the categories of field crews, public safety, and administration.

Discussion: The recipients for the fourth quarter 2017 are as follows:

Jason Chapman, Police Officer, Special Enforcement Team: Officer Chapman has worked diligently to remove the impacts of the homelessness on the environment within Ukiah. Since this past May, Officer Chapman, with support from Darin Malugani, Lead Street Maintenance Worker, and the Street Crew, has cleaned over sixteen

RECOMMENDED ACTION: Receive a presentation of the Employee Recognition Awards.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____

Sage Sangiacomo
Sage Sangiacomo, City Manager

tons of debris from our City creeks, streams and other locations. This effort immediately improves the quality of life within Ukiah. The clean-ups help prevent ongoing problems, send a message that this illegal activity will not be accepted or tolerated, and beautifies our community. As you can imagine, this is a thankless job; yet, despite the nature of this dirty work, Officer Chapman persistently worked to correct these problems each and every day.

Jake Burgess, Recreation Supervisor: Jake consistently goes above and beyond his scope of responsibility and has taken a positive role in the leadership of his team, including putting together successful work teams between Recreation, Parks, and Facilities that have resulted in a new level of cooperation. Jake has extended himself to be available almost 24-hours a day to assure that all programs are operating safely, securely and with great customer satisfaction. On many occasions, he has saved the General Fund money by personally unloading trucks on weekends and making himself available to staff at all times. Furthermore, Jake has created relationships throughout the community that have brought in an unexpected amount of financial support and partnerships. Jake goes out of his way to make sure things are accomplished in a better, cheaper, and faster manner.

There are no Attachments to this Agenda Item.



AGENDA SUMMARY REPORT

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

DEPARTMENT: Administration

PREPARED BY: Sage Sangiacomo

ATTACHMENTS:

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

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

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

Background: Chronological History of Recent Correspondence and Activity:

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

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

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

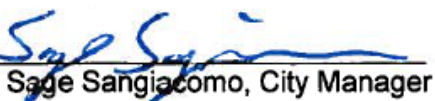
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager

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

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

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

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

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

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

considered by the City Council.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mediation continues, but the litigation activities are escalating as the March 2018 trial date nears. The high cost of litigation could be avoided if the District were to agree to focus on mediation efforts and put a hold on the trial. The City's Director of Finance gave an updated presentation on the impacts of the District's litigation (UVSD Litigation Update Box File #24).

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

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

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

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

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

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

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

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

and the recycled water project.

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

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

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

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

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

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

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

Discussion: At the February 7, 2018, City Council meeting, Staff will provide the latest status report on the Ukiah Valley Sanitation District's litigation against the City of Ukiah related to the operation of the sanitary sewer system. The Council may elect to discuss the matter further and, if desired, provide direction to Staff and/or consider any related action(s).

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

UVSD Litigation Update Box Files located at:

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



AGENDA SUMMARY REPORT

SUBJECT: Presentation Regarding Possible City of Ukiah Membership in the National Association of City Transportation Officials (NACTO) and the NACTO Urban Street Design Guide

DEPARTMENT: Public Works

PREPARED BY: Rick Seanor

ATTACHMENTS:

[Attachment 1 - NACTO Membership Guide](#)

[Attachment 2 - NACTO Urban Street Design Guide hyperlink](#)

Summary: This item will be a presentation on potential membership in National Association of City Transportation Officials (NACTO) and the NACTO Urban Street Design Guide.

Background: At the November 14, 2017, Traffic Engineering Committee (TEC) meeting, TEC members discussed NACTO membership and NACTO guidelines. The TEC voted to present information on NACTO membership to the City Council and to provide information on the NACTO Urban Street Design Guide.

Discussion: NACTO membership for a city of Ukiah's size would cost \$7,000 for the 2018 calendar year. Membership in NACTO would provide the City the opportunity to network with other City professionals regarding transportation projects. Membership would also provide: information on NACTO projects, opportunities for training, etc. Please refer to Attachment 1 - NACTO Membership Guide for additional information.

RECOMMENDED ACTION: Council will receive presentation from staff regarding NACTO membership and the NACTO Urban Street Design Guide.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager; Tim Eriksen, Director of Public Works / City Engineer; Neil Davis, Walk and Bike Mendocino

Approved: _____


Sage Sangiacomo, City Manager

NACTO offers various design guides such as: Urban Street Design Guide, Urban Bikeway Design Guide, and the Urban Stormwater Guide. More detailed information on the NACTO Urban Street Design Guide can be found at the hyperlink in Attachment 2. In general, this design guide provides information on developing complete streets.

NACTO MEMBERSHIP GUIDE

2017 – 2018



ABOUT NACTO

The mission of National Association of City Transportation Officials (NACTO) is to build cities as places for people, with safe, sustainable, accessible and equitable transportation choices that support a strong economy and vibrant quality of life.

We do this by:

- » Communicating a bold vision for 21st century urban mobility and building strong leadership capacity among city transportation officials.
- » Empowering a coalition of cities to lead the way on transportation policy at the local, state, and national levels.
- » Raising the state of the practice for street design that prioritizes people walking, biking, and taking transit.

NACTO is a 501(c)(3) non-profit association. Since its founding in 1996, NACTO has provided a much-needed forum for the exchange of ideas and best transportation practices among large US cities and helped ensure that cities have a strong voice in federal transportation policy. NACTO is committed to empowering cities to realize their goals for stronger, safer, fairer transportation and communities, and we look forward to working with others who share this commitment. Your Membership in NACTO is an investment in these ideals.

LEADERSHIP

NACTO's Executive Board is made up of four elected full Member representatives, one Affiliate Member representative, and the Chair of the Strategic Advisory Board.

NACTO MEMBERSHIP ALLOWS CITIES TO BENEFIT FROM DIRECT PEER-TO-PEER EXCHANGE WITH CITY TRANSPORTATION OFFICIALS, WHILE CONTRIBUTING TO THE DEVELOPMENT OF NEW URBAN DESIGN STANDARDS TAILORED SPECIFICALLY TO COMMUNITIES LIKE YOUR OWN.

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MEMBERSHIP

The core of NACTO's mission is to build a strong network of peers and foster open communication and collaboration between cities. NACTO provides its members valuable technical assistance, peer-to-peer learning opportunities, and forums for sharing best practices. Through its annual Designing Cities conference, on-the-ground Cities for Cycling Road Shows, targeted street design workshops, digital design charrettes, and more, NACTO offers its member cities opportunities to showcase new projects, receive feedback from their peers, explore common challenges, and learn from shared experiences.

Benefits include:

- » Improved communications and dialogues between city staff working on a variety of transportation issues
- » A forum to learn best street design and transportation practices from around the US and for peer-to-peer exchange of innovative policies and ideas
- » Membership on review committees, including those for the *Urban Street*, *Urban Bikeway*, and *Transit Street Design Guides*
- » Some travel support for NACTO events and other project-related travel
- » Regular updates on NACTO projects and events
- » NACTO staff leadership at Design Guide-based trainings
- » Participation in NACTO's standing policy committee on national transportation issues, which reviews NACTO's federal transportation strategy and meets annually with the Secretary of Transportation in Washington, DC. (*Open to Full Members only*)

Full Membership is open to US cities with a population greater than 900,000, or central cities in US metropolitan regions with 2 million or more residents. Smaller US cities as well as cities in Canada and Mexico may join as Affiliate Members.

AFFILIATE MEMBERSHIP & TRANSIT AFFILIATES

Affiliate Members gain access to a network of similarly sized cities, and also learn from larger cities with robust sustainable transportation programs. City officials who become Affiliate Members of NACTO can serve on the advisory committees, participate in peer-to-peer network activities, receive regular updates on NACTO projects, and apply for travel assistance to events. For NACTO, a diverse group of Affiliate Members broadens the reach of our best practices work to include smaller cities that are on the cutting edge. (See page 5 for info about Transit Membership.)

INTERNATIONAL MEMBERSHIP

Recognizing that the obstacles faced by US cities are shared by nations around the world, in 2013 NACTO opened an International Membership program beginning with cities in Canada and Mexico. International members have access to NACTO's peer-to-peer networks and initiatives.

MEMBERSHIP DUES

	Population Requirement	2017 Dues	2018 Dues
Full Membership	City > 900,000, or Metro Area > 2 million	\$15,000	\$17,500
Affiliate & Transit Membership	City over 300,000	\$8,000	\$10,000
	City 150,000 to 300,000	\$6,000	\$8,000
	City under 150,000	\$6,000	\$7,000
International Membership	City > 900,000, or Metro Area > 2 million	\$15,000	\$17,500
	City > 300,000 and < 900,000	\$8,000	\$10,000

MEMBER PROGRAM

NACTO members gain access to the peer network of planners, engineers, and policy makers that are leading the field in urban transportation, and are transforming street design and transportation engineering practices in the United States. Members and affiliates serve on the steering committees for guidance development, are invited to NACTO training events and technical meetings, can apply for competitive programs, and have access to a rich peer learning network.

DESIGNING CITIES CONFERENCE

NACTO's 6th Annual Designing Cities Conference will bring together leaders and practitioners in Chicago, a city at the forefront of sustainable transportation. Expert panel sessions, energizing keynote addresses, and interactive WalkShops give NACTO cities the opportunity to highlight their progress, share lessons and innovations, and advance the conversation on creating world-class streets for people.

Preference for travel scholarships to all conferences is given to NACTO Members and Affiliates.



URBAN STREET DESIGN

NACTO members and affiliates contribute expertise and local experience to the development of national design guidance, including the *Urban Bikeway Design Guide*, *Urban Street Design Guide*, and *Transit Street Design Guide*. In 2017, NACTO members released the *Urban Street Stormwater Guide*. All member cities have a representative on the project steering committee, which convenes to develop the Guide through NACTO's peer-to-peer process.

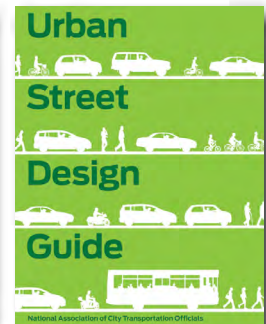
All members also have representation on the Urban Street Design committee, which meets to discuss emerging design topics and areas for future research, to field opportunities to present and disseminate the *Urban Street Design Guide* nationally, and to review potential revisions and updates.

Trainings

NACTO provides street design training workshops for city staff and area practitioners. These trainings include detailed modules based on the *Urban Street Design Guide*, as well as hands-on design exercises, presented by NACTO staff and certified trainers. For more information on costs, logistics, and availability, see the NACTO Design Guides Training Program handbook.

Digital Design Charrettes

Digital design charrettes are an opportunity for cities to share specific projects that are in design, using NACTO's peer-to-peer network to evaluate and critique proposals and challenges.



CITIES FOR CYCLING

NACTO's Cities for Cycling project launched in 2009 to advance the state-of-the-practice in bikeway design in the United States.

Urban Bikeway Design Guide

NACTO's *Urban Bikeway Design Guide*, first released in March 2011 and updated in 2012, has revolutionized the way that cities think about designing streets that are safe for bicyclists of all ages.

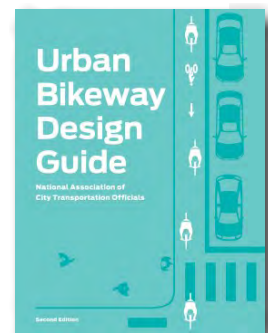
All Members and Affiliates appoint a representative to the Cities for Cycling Review Committee, which reviews the guide and meets regularly to discuss ongoing developments in bikeway design and planning.

Roadshows & Technical Meetings

Roadshows accelerate a bike program's development by bringing experts from leading bicycling cities around the US to peer cities that are just getting their programs off the ground. Roadshows link these experts with key elected officials and stakeholders, and train engineers and designers on key bikeway design topics.

In 2016, NACTO launched the **Sister Cities Roadshow Series** in Nashville, a program to convene small and midsize cities within large regions to advance bikeway design skills, explore local bicycling networks, and connect these cities with new resources to grow their bicycle programs.

NACTO members and affiliates are eligible to host or attend Roadshows, Technical Meetings, or Sister Cities Roadshow events.



BIKE SHARE INITIATIVE

The NACTO Bike Share Initiative aims to strengthen bike sharing programs, with a focus on improving social equity impact and reaching under-represented groups. The Bike Share initiative provides cities who have bike share programs and cities seeking to create bike share programs with best-practices and research around issues like system design, pricing, and outreach, as well as a forum to exchange knowledge. All Members are eligible to participate in the NACTO Bike Share Steering Committee, which meets regularly to discuss best practices in bike share programs.

Equity Practitioners Papers & Issue Briefs

NACTO continues to develop resources for cities with bike share systems, including a set of Equity Practitioners Papers which focus on best practices for using bike share to increase transportation equity; planning, financing, implementing and managing bike share systems; leveraging bike share investments to complement existing transit systems and Vision Zero policies; coordination with bike network development; and engaging with new bike share users.



Station Siting Guide

In April 2016, NACTO's Bike Share Station Siting Guide joined the family of NACTO best practice guidance, showing how bike share stations are best situated in the streetscape and offering examples of how to integrate stations into other safety planning efforts like Vision Zero and Complete Streets.

Resource Finder

NACTO's Resource Finder puts high-quality bike share articles, feasibility studies and planning documents into an easily searchable format. All materials are vetted by NACTO staff to ensure that they represent the best of current thinking on bike share.

Events

To facilitate conversations between peer cities, NACTO holds roundtables, workshops, and webinars on best practices and challenges for the growing bike share movement.



TRANSIT STREETS

NACTO member cities and their transit agency partners first convened in 2014 to develop the *Transit Street Design Guide*. Members and Transit Affiliate Members continue develop and share strategies for prioritizing transit in the street and unlocking the potential of high-capacity modes.

TRANSIT MEMBERSHIP

Transit agencies play a key role on urban streets, and Transit membership gives these agencies a place at the table alongside their partner street departments. Transit agencies operating in Member and Affiliate cities are invited to join NACTO as Transit Members.

The core of NACTO's mission is to build a strong network of peers and foster open communication and collaboration between cities. Transit Members gain cost-effective access to a network of other transit agencies, and to the unique combined NACTO group of street and transit agencies.

Through its Transit Program Accelerator and roadshows, annual Designing Cities conference, targeted street design workshops, and member-only webinars and charrettes, NACTO offers transit agencies opportunities to showcase new projects, receive feedback from their peers, explore common challenges, and learn from shared experiences—both from partner agencies within the same city as well as from other cities across North America.

Transit Member benefits include:

- » Improved communications and dialogues between transit agency and city transportation staff
- » A forum to share best practices in transit street design, network planning, and bus & rail transit from around the US, and for peer-to-peer exchange of innovative policies and ideas
- » Membership on the Transit Street Design committee
- » Some travel support for NACTO events & project-related travel
- » Regular updates on NACTO projects & events
- » Eligibility for competitive programs like the Transit Program Accelerator

PROGRAM DELIVERY

Green Light for Great Streets

In 2017 and 2018, NACTO is helping cities identify structural changes to help them speed transportation innovations nationwide. NACTO is conducting a benchmarking analysis of departments and agencies across the NACTO network, and will work closely with selected cities to identify and address agency barriers to planning, funding, designing, and implementing the next generation of street infrastructure.

Leadership NACTO

NACTO is developing the next generation of city transportation leaders to carry the torch forward and continue to transform urban transportation. NACTO city staff are eligible to apply to participate in this intensive professional development program, which will assemble a cohort of peers who are leading change in their cities and are growing their skills to further their work.



TECHNOLOGY & TRANSPORTATION

As new technological advancements change the way people move around cities, NACTO members are leading the conversation on how to develop policy and build the information and analytical tools to guide emerging technologies.

NACTO's Technology & Transportation committee is working to guide policy for emerging technologies and data resources, enabling cities to harness the capabilities of new technologies while meeting their goals and needs.

GLOBAL DESIGNING CITIES INITIATIVE

NACTO is committed to raising the state of the practice for street design and transportation around the world by building a common vision, sharing data, encouraging peer-to-peer exchanges and regular communication among international cities.

Global Designing Cities Initiative

The Global Designing Cities Initiative (GDCI) was launched as a new program of NACTO in 2014, focusing on the critical role of streets within cities around the world. The initiative facilitates the exchange of transportation ideas, insights and best practices among international cities.

Bloomberg Philanthropies Initiative for Global Road Safety (BIGRS)

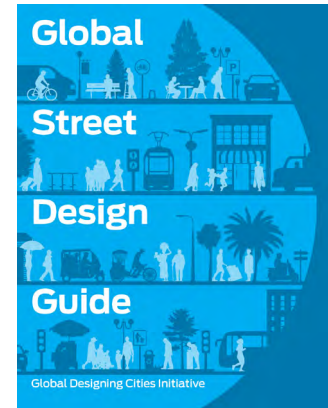
As part of the Bloomberg Initiative for Global Road Safety (BIGRS), GDCI continues to work with international partners such as the World Resources Institute (Embarq), the World Bank, and the World Health Organization to provide technical assistance, policy and design guidance, capacity building, and on-site implementation support to three international cities: São Paulo in Brazil, Bogotá in Colombia, Addis Ababa in Ethiopia.

In 2016, GDCI helped enhance 13 pedestrian crossings, and transformed close to 43,000 sq. ft. of underutilized space into safer streets and public spaces that put people first.

Starting 2017, as an expansion of the BIGRS grant, GDCI will provide technical assistance to two additional cities: Fortaleza in Brazil and Mumbai in India.

Global Street Design Guide

The *Global Street Design Guide* (GSDG) published in October 2016 is the first-ever worldwide guidelines for redesigning city streets to prioritize safety, pedestrians, transit and sustainable mobility for an urban century.



The *Global Street Design Guide* sets a new global baseline for designing urban streets. Recognizing that cities are places for people, the guide shifts the parameters of designing urban streets from the typical point of view of automobile movement and safety, to include access, safety, and mobility for all users, environmental quality, economic benefit, enhancement of place, public health, and overall quality of life.

Created with the input of 72 cities in 42 countries, this new guide presents 21 street typologies and 50 unique street and intersection transformations applicable worldwide. With over 40 case studies, the Guide shows in actionable terms how to redesign streets to put people first.

In 2016 the Global Designing Cities Initiative (GDCI) team conducted trainings on the guide in 8 countries, hosted over 350 people in interactive workshops, and completed more than 20 international site visits.



MEMBERSHIP FORM

After downloading form, fill out electronically in Adobe Acrobat, save, and return to us at nacto@nacto.org. You will be invoiced upon approval of your membership.

**If this form has opened in your web browser, open the file in Acrobat instead, or your responses may not be saved!*

CITY NAME:

AGENCY DIRECTOR NAME:

DIRECTOR TITLE (e.g. Transportation Commissioner / General Manager):

AGENCY NAME:

STAFF CONTACT NAME:

STAFF CONTACT TITLE:

MAILING ADDRESS:

CITY:

STATE/PROVINCE:

ZIP:

STAFF CONTACT EMAIL:

STAFF CONTACT PHONE:

AGENCY DIRECTOR PHONE:

FAX:

WEBSITE:

MEMBERSHIP DUES

Population Requirement	2017 Dues	2018 Dues
Full Membership		
City greater than 900,000, or Metro Area greater than 2 million	\$15,000	\$17,500
Affiliate Membership, & all Transit Membership		
City over 300,000	\$8,000	\$10,000
City between 150,000 and 300,000	\$6,000	\$8,000
City under 150,000	\$6,000	\$7,000
International Membership		
City greater than 900,000, or Metro Area greater than 2 million	\$15,000	\$17,500
City over 300,000 and under 900,000	\$8,000	\$10,000

National Association of City Transportation Officials

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New York, NY 10017
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www.nacto.org

Linda Bailey
Executive Director

Corinne Kisner
Director of Programs

Matthew J. Roe
Director, Designing Cities Initiative

Kate Fillin-Yeh
Director of Strategy

Please return completed form to nacto@nacto.org.

You will be contacted with any further questions and invoiced upon approval of your membership.

<https://nacto.org/publication/urban-street-design-guide/>



AGENDA SUMMARY REPORT

SUBJECT: Approval of the January 12, 2018, Special Meeting Minutes

DEPARTMENT: Clerk/Admin

PREPARED BY: Ashley Cocco

ATTACHMENTS:

[Attachment 1 - Minutes of January 12, 2018](#)

Summary: Council will consider approving the Minutes of January 12, 2018, a Special Meeting.

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of January 12, 2018, a Special Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Kristine Lawler, City Clerk

Approved: _____


Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL AGENDA
Special Meeting
Civic Center Council Chamber
300 Seminary Avenue
Ukiah, CA 95482
January 12, 2018
1:00 p.m.**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met for a Special Meeting on January 12, 2018, which was legally noticed on January 11, 2018. Mayor Doble called the meeting to order at 1:04 p.m. Roll was taken with the following **Councilmembers Present:** Jim O. Brown, Stephen Scalmanini, Douglas F. Crane, Maureen Mulheren, and Mayor Kevin Doble. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; Dan Buffalo, Finance Director; and Kristine Lawler, City Clerk.

MAYOR DOBLE PRESIDING.

The Pledge of Allegiance was led by Mayor Doble.

2. PUBLIC COMMENT

No public comment was received.

CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 1:05 P.M.

3. CLOSED SESSION

a. Conference with Legal Counsel – Existing Litigation

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

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

CITY COUNCIL RECONVENED IN OPEN SESSION AT 2:39 P.M.

No report out was given.

4. ADJOURNMENT

There being no further business, the meeting adjourned at 2:40 P.M.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of the January 17, 2018, Regular Meeting Minutes

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Minutes of January 17, 2018](#)

Summary: Council will consider approving the Minutes of January 17, 2018, a Regular Meeting.

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of January 17, 2018, a Regular Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
January 17, 2018
6:00 p.m.

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

Ukiah City Council met at a Regular Meeting on January 17, 2018, having been legally noticed on January 12, 2018. Mayor Brown called the meeting to order at 6:13 p.m. Roll was taken with the following **Councilmembers Present:** Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, Maureen Mulheren, and Kevin Doble. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR DOBLE PRESIDING.

The Pledge of Allegiance was led by Cadence Doble.

3. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**

a. Presentation of Certificates of Appreciation and Recognition to the 2017 Ukiah Lions Pee Wee Football Team.

Presenters: Mayor Doble and Vice Mayor Mulheren.

Certificates were presented.

RECESS: 6:20 – 6:25 P.M.

b. Introduction of the New Grace Hudson Museum Director, David Burton.

Presenter: Tami Bartolomei, Community Services Administrator.

Public Comment: David Burton, Grace Hudson Museum Director.

c. Status Report, Discussion and Possible Action Regarding the Ukiah Valley Sanitation District's Litigation Against the City of Ukiah Related to the Operation of the Sanitary Sewer System Presenter: Mary Horger, Purchasing Supervisor.

Presenter: Sage Sangiacomo, City Manager.

Report was received.

4. **PETITIONS AND COMMUNICATIONS**

5. **APPROVAL OF MINUTES**

- a. Approval of the December 20, 2017, Regular Meeting Minutes.
- b. Approval of the December 22, 2017, Special Meeting Minutes.
- c. Approval of the January 5, 2018, Special Meeting Minutes.
- d. Approval of the January 11, 2018, Special Meeting Minutes.

Motion/Second: Crane/Mulheren to approve Minutes of December 20, 2017, a Regular meeting; December 22, 2017, a Special meeting; January 5, 2018, a Special meeting; and January 11, 2018, a Special meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Report of Disbursements for the Month of December 2017 – *Finance*.
- b. Request Approval to Reclassify Part-time Information Technology Intern to a Full-time Information Technology Specialist I – *Information Technology*.
- c. Adoption of Resolution (2018-01) Approving the City of Ukiah's Qualified Contractors List for 2018 – *City Clerk*.
- d. Award Professional Services Agreement (COU No. 1718-165) to the Labor Compliance Managers for Labor Compliance Services for the Talmage Road Interchange Project, Specification Number 17-07 – *Public Works*.
- e. Consideration to Approve Amendment #2 (COU No. 1516-001-A2) to the Labor Compliance Managers for Labor with Green Valley Consulting Engineers in the Amount of \$6,460 for Additional Design Services related to the 2016 Sewer and Water Main Replacement Project, Specification No. 16-10, and Corresponding Budget Amendment – *Public Works*.
- f. Approve the Renewal of the ESRI Geographical Information System (GIS) Software Licensing Agreement (COU No. 1718-166) for a Term of Three Years in the Amount of \$25,000 Annually for a Total of \$75,000 Plus Applicable Sales Tax and Corresponding Budget Amendment – *Public Works*.
- g. Possible Adoption of the Proposed Cannabis Related Business Ordinance – *Community Development*.

ORDINANCE 1186

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING AND AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE TO REGULATE CANNABIS RELATED BUSINESSES

- ~~h. Council to Consider Approval of a Change Order for Siri Paving and Grading in the Amount of \$71,686 for Completion of an ADA Compliant Sidewalk Along the Museum's Main Street Frontage, Project Number 1516187, and a Corresponding Budget Amendment in the Amount of \$71,686 – *Public Works*. Pulled by Staff.~~
- i. Adoption of Resolution (2018-02) Appointing Representatives to Represent and Vote on Behalf of the City at the League of California Cities, Redwood Empire Division Business Meetings and Division Legislative Committee Meetings – *City Clerk*.

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

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: J. R. Rose.

9. COUNCIL REPORTS

No report was received.

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager and Jeff Adair, Fire Chief.

11. PUBLIC HEARINGS (6:15 PM)

a. Consideration of Approval of Application to Demolish a Structure Over 50 Years Old Located at 215 Norton Street, Subject to Reclamation of Selective Materials.

Presenter: Craig Schlatter, Community Development Director.

PUBLIC HEARING OPENED AT 7:14 P.M.

Public Comment: Loretta Ramponi, John McGuiness, and Mikhela Ahl.

PUBLIC HEARING CLOSED AT 7:23 P.M.

Motion by Mulheren, Seconded by Brown to find that the structure located at 215 Norton Street does not meet the Ukiah City Code criteria for historic or architectural significance, and therefore approves the demolition permit application, subject to the reclamation of selective materials including decorative wood columns on the porch, accessible drop siding, and structural wood framing.

Motion was withdrawn by the maker.

RECESS: 7:34 – 7:53 P.M.

Motion/Second: Crane/Brown to continue this item to January 31, 2018, at 3:00 p.m. at the Council Chamber. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

b. Consideration of Approval of Application to Demolish Two Structures Over 50 Years Old Located at 237 and 245 East Gobbi Street.

Presenter: Craig Schlatter, Community Development Director.

PUBLIC HEARING OPENED AT 7:53 P.M.

No public comment was received.

Motion/Second: Scalmanini/Crane to continue this item to January 31, 2018, at 3:00 p.m. at the Council Chamber. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

c. Conduct a Public Hearing to Receive Public Comment and Discuss Final Grantee Performance Under State and Community Development Block Grant #10-EDEF-7261.

Presenters: Craig Schlatter, Community Development Director.

PUBLIC HEARING OPENED AT 8:02 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 8:03 P.M.

Motion/Second: Crane/Brown to accept the final performance report. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

12. UNFINISHED BUSINESS

a. Continued Discussion and Appointments Regarding 2018 Council Assignments, and Consideration of Disbandment and Modification to City Council Committees and Ad Hocs.

Presenter: Kristine Lawler, City Clerk.

Motion/Second: Brown/Scalmanini to accept the 2018 Council Assignments and Ad Hoc Committee List, and direct the City Clerk to attach the List to the January 17, 2018, minutes. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

(Per the motion, the 2018 Council Assignments and Ad Hoc Committee List is attached)

b. Approval of Notice of Completion for Site Development for Wells 4 and 9, Specification No. 16-02 and Approval of a Change Order in the Amount of \$27,621.04.

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

Motion/Second: Crane/Scalmanini to approve of Notice of Completion for site development for Wells 4 and 9, Specification No. 16-02 and approval of a change order in the amount of \$27,621.04. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

13. NEW BUSINESS - Continued

a. Receive Presentation and Provide Direction Regarding the City of Ukiah's Sewer Lateral Policy.

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

Public Comment: Ernie Wipf.

Council Consensus directs Staff to work with the City Attorney to update the Sewer Lateral Policy/Ordinance and bring back to Council for consideration.

b. Discussion and Referral to the Planning Commission of a Draft Ordinance Amending Various Sections of Chapter 2, Division 9 of the Ukiah City Code to Set Forth in Greater Detail the Procedure for Calculating Residential Density.

Presenters: Shannon Riley, Deputy City Manager and Craig Schlatter, Community Development Director.

Motion/Second: Brown/Crane to refer to the Planning Commission a draft ordinance amending various sections of Chapter 2, Division 9 of the Ukiah City Code to set forth in greater detail the procedure for calculating residential density, to come back to the Council for consideration at a future date. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 8:25 P.M.

14. CLOSED SESSION

a. 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 (Palace Hotel)

b. Conference with Legal Counsel – Existing Litigation

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

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

c. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: 429 South Dora St. Ukiah, CA 95482

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: City of Ukiah and Ukiah Unified School District;

Under Negotiation: Price & Terms of Payment

THE CITY COUNCIL RECONVENED IN OPEN SESSION AT 10:43 P.M.

City Manager Sangiacomo announced that there was no report out of Closed Session, and that staff was recommending to continue this regular meeting to reconvene on January 31, 2018, at 3:00 p.m., in the Council Chamber to take up the two continued public hearing items regarding the demolition permits.

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

Meeting adjourned for the evening at 10:44 p.m.

Kristine Lawler, City Clerk

2018 COUNCIL ASSIGNMENTS

Attachment 1

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

2018 COUNCIL ASSIGNMENTS

Main Street Program Board of Directors ex officio	1st Thursday of month, 8:00 a.m.	200 South School Street Ukiah, CA	200 S. School St. Ukiah, CA 95482 463-6729	Develops activities for downtown economic development program	Mulheren Riley - Alternate	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com Kerry Randall , Facilities Administrator; 463-6706 krandal@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Scalmanini Sangiacomo - Alternate	Tami Bartolomei , Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room	Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Brown Chief Dewey - Alternate	Chris Dewey , Police Chief; 463-6245 cdewey@cityofukiah.com
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see calendar from NCPA)	Roseville, CA and other locations	651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIANSOS						
OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced	Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Mulheren Doble - Alternate	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA	C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Alan Carter , Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months (beginning January), 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Mulheren	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210	1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482	511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD)	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA	151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	Doble	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHSA Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services	Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	Doble	Craig Schlatter , Director of Community Development; 463-6219; ccschlatter@cityofukiah.com

2018 COUNCIL ASSIGNMENTS

Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA	Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	None from Ukiah Council currently	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	Brown / Mulheren (Alternate)	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
Fire Executive Committee	2nd Wednesdays of month, 7:00 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Brown / Doble	Kirk Thomsen , Interim Fire Chief; 462-7921 x400; kthomsen@cityofukiah.com

2018 AD HOC COMMITTEES

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



AGENDA SUMMARY REPORT

SUBJECT: Approval of the January 31, 2018, Regular Adjourned Meeting Minutes

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Minutes of January 31, 2018](#)

Summary: Council will consider approving the Minutes of January 31, 2018, a Regular Adjourned Meeting.

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of January 31, 2018, a Regular Adjourned Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Adjourned Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
January 31, 2018
3:00 p.m.

1. **ROLL CALL AND PLEDGE OF ALLEGIANCE**

Ukiah City Council met at a Regular Adjourned Meeting on January 31, 2018, having been legally noticed on January 25, 2018. Mayor Doble called the meeting to order at 3:02 p.m. Roll was taken with the following **Councilmembers Present:** Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, Maureen Mulheren, and Kevin Doble. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR DOBLE PRESIDING.

The Pledge of Allegiance was led by Councilmember Brown.

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

3. **PUBLIC HEARINGS**

a. Consideration of Approval of Application to Demolish Two Structures Over 50 Years Old Located at 237 and 245 East Gobbi Street

Presenter: Craig Schlatter, Community Development Director.

PUBLIC HEARING OPENED AT 3:06 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 3:06 P.M.

Motion/Second: Crane/Brown to find that the two structures located at 237 and 245 East Gobbi Street do not meet the Ukiah City Code criteria for historic or architectural significance; and approve the demolition permit application. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

b. Consideration of Approval of Application to Demolish a Structure Over 50 Years Old Located at 215 Norton Street.

Presenter: Craig Schlatter, Community Development Director.

PUBLIC HEARING OPENED AT 3:30 P.M.

Public Comment: Paul Poulos, Mendocino County Historic Society; Loretta Lampone; and John McGuinness.

PUBLIC HEARING CLOSED AT 3:42 P.M.

Motion/Second: Brown/Crane to find the structure located at 215 Norton Street does not meet the Ukiah City Code criteria for historic or architectural significance; and return the demolition permit application to the Building Official for further processing upon receiving approval of the site development permit. Motion **carried** by the following roll call votes: AYES: Brown, Crane, Mulheren, and Doble. NOES: Scalmanini. ABSENT: None. ABSTAIN: None.

4. **UNFINISHED BUSINESS**

5. **NEW BUSINESS**

6. **ADJOURNMENT**

There being no further business, the meeting adjourned at 4:15 p.m.

Kristine Lawler, City Clerk

DRAFT



AGENDA SUMMARY REPORT

SUBJECT: Approval of the January 31, 2018, Special Meeting Minutes

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Minutes of January 31, 2018](#)

Summary: Council will consider approving the Minutes of January 31, 2018, a Special Meeting.

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of January 31, 2018, a Special Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Kristine Lawler, City Clerk

Approved: _____


Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting – Workshop
UKIAH VALLEY CONFERENCE CENTER
200 S. School Street
Ukiah, CA 95482
January 31, 2017
5:00 p.m.**

WORKSHOP

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on January 31, 2018, having been legally noticed on January 26, 2018. Mayor Doble called the meeting to order at 5:06 p.m. Roll was taken with the following **Councilmembers Present:** Jim O. Brown, Stephen G. Scalmanini (*departing at 7:51 p.m. by prearrangement*), Douglas F. Crane, Maureen Mulheren, and Kevin Doble. **Staff Present:** Sage Sangiacomo, City Manager; Shannon Riley, Deputy City Manager; David Rapport, City Attorney (*departing at 6:25 p.m.*); Tim Eriksen, Public Works Director; Rick Seanor, Deputy Public Works Director; Jarod Thiele, Public Works Management Analyst; and Kristine Lawler, City Clerk.

MAYOR DOBLE PRESIDING.

The Pledge of Allegiance was led by City Manager Sangiacomo.

2. PUBLIC COMMENT

No public comment was received.

3. MEASURE Y (SALES TAX FUNDING FOR STREETS) AND STREET REHABILITATION PROGRAM (5:00 p.m.)

Presentation and discussion of a city street repair program including other associated public infrastructure (i.e. sidewalks, drainage, utilities, and ADA ramps)

Presenter: Tim Eriksen, Public Works Director.

Public Comment: Justine Fredrickson, Phil Baldwin, Cynthia Coale, Niel Davis, Mark Hilliker, Linda Bailey, Kasie Taglio, Carol Rosenberg, (unidentified man), Phil Baldwin, Nancy Rudig, Jenna Shepherd, and Roy Krausen.

Council Consensus directs staff to bring back:

- A list of the major projects outside of the CPI projects.
- Top three thoroughfares with consideration of components such as volume, safety, economic development, and condition.
- Complete overlay of states program for complete streets and how it relates to Measure Y.

RECESS: 6:25 – 6:36 P.M.

4. DOWNTOWN PARKING DISCUSSION (6:30 p.m.)

Presentation and discussion of proposed downtown parking program and infrastructure.

Presenter: Shannon Riley, Deputy City Manager.

Public Comment: Jenna Shepherd, Karina Andrade, Nancy Rudig, Ann Kilkenny, Phil Baldwin, Niel Davis, Kasie Taglio, (unidentified man), Jenna Shepherd, Carol Rosenberg, Mark Hilliker, and (unidentified woman).

Council Consensus directs staff to take this discussion back to the ad hoc to build a time-frame, explore the possibility of implementing a test area, and then bring the item back to Council.

RECESS: 7:51 – 8:01 P.M.

5. **DOWNTOWN STREETSCAPE PROJECT DISCUSSION**

Update on scope and timing of the Downtown Streetscape Project.

Presenter: Tim Eriksen, Public Works Director.

Public Comment: Mark Hilliker, Carol Rosenberg, Kasie Taglio, Ken Steely, Andrea Davis, Lisa Alexander, Niel Davis, Phil Baldwin, and Jenna Shepherd.

Council Consensus directs staff to revisit the cost estimate for the project and how it ties into other utilities.

6. **ADJOURNMENT**

There being no further business, the Workshop was adjourned at 8:50 p.m.



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Removing 25 Lineal Feet of On-Street Parking North and South of the Intersection of North Bush Street and Capps Lane

DEPARTMENT: Public Works

PREPARED BY: Rick Seanor

ATTACHMENTS:

[Attachment 1 - Resolution and Location Map N Bush St. at Capps Ln. w/Exhibit A](#)

Summary: This report recommends establishing no parking zones at the intersection of N. Bush St. and Capps Lane.

Background: The Traffic Engineering Committee (TEC) reviewed a request from Ms. Tinielle McNunn to establish no parking zones on the west side of North Bush Street at its intersection with Capps Lane.

Discussion: Ms. McNunn noted that vehicles which park on N. Bush St. near the intersection with Capps Lane make it difficult to see the cross traffic when attempting to turn from Capps Lane onto N. Bush Street. Vehicles which may park at this location might restrict the sight distance for drivers turning onto N. Bush Street from Capps Lane. Adoption of the proposed resolution (Attachment 1) proposing no parking zones will result in a net loss of two (2) on-street parking spaces. Staff notified Ms. McNunn along with the adjacent residents by letter of the TEC meeting to discuss the proposed no parking zone. In addition, staff posted notices of the

RECOMMENDED ACTION: Adopt resolution removing 25 lineal feet of on-street parking North and South of the intersection of North Bush Street and Capps Lane.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

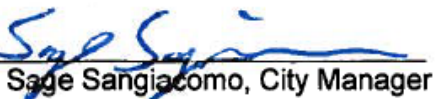
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager; Tim Eriksen, Public Works Director/City Engineer; Ms. Tinielle McNunn; residents at the northwest and southwest corners of N. Bush St. and Capps Lane

Approved: _____


Sage Sangiacomo, City Manager

proposed no parking zones at the intersection of North Bush Street and Capps Lane. Ms. McNunn attended the TEC meeting by speaker phone and participated in the discussion regarding her request.

The TEC reviewed this item at its meeting of November 14, 2017, and recommended approval of the no parking zones to the City Council. Please refer to Attachment 1, a photomap of the area showing the proposed no parking zones.

RESOLUTION NO. 2018-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH REMOVING 25 LINEAL FEET OF ON-STREET PARKING NORTH AND SOUTH OF THE INTERSECTION OF NORTH BUSH STREET AND CAPPS LANE.

WHEREAS, the City Council may by resolution designate portions of streets upon which the standing, parking, or stopping of vehicles is prohibited or restricted pursuant to Article 11, Chapter 1, Division 8 of the Ukiah City Code; and

WHEREAS, the Traffic Engineering Committee (Traffic Engineer) considered the request to establish no parking zones at the intersection of N. Bush St. and Capps Lane at its meeting on November 14, 2017; and

WHEREAS, the Traffic Engineer recommends the request to establish no parking zones at the intersection of N. Bush St. and Capps Lane as shown as Exhibit A on the attached location map.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City Council of the City of Ukiah does establish no parking zones at the intersection of N. Bush St. and Capps Lane. The City Engineer shall direct installation of signage and curb painting as necessary;

PASSED AND ADOPTED this 7th day of February 2018, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

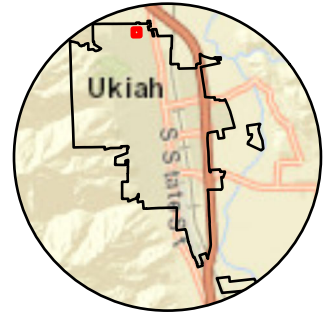
Kevin Doble, Mayor

ATTEST:

Kristine Lawler, City Clerk

N. Bush St. at Capps Ln.
Proposed No Parking

Location Map



Proposed Red Curb
(25 feet - each location)

Ukiah Parcels

Ukiah City Limits

This map is a guide. Every reasonable effort has been made to ensure the accuracy of the map and data provided. Parcel lines are not intended to represent surveyed data.



0 100 200 Feet



AGENDA SUMMARY REPORT

SUBJECT: Report of the Emergency Acquisition of Professional Services from Peterson CAT in the amount of \$21,544.12 for the Replacement of Switch-gear for the Backup Generator at the Waste Water Treatment Plant

DEPARTMENT: Water Resources

PREPARED BY: Jarod Thiele

ATTACHMENTS:

[Attachment 1 - ISO REPAIR](#)

Summary: Council will receive a report of the emergency acquisition of repair services from Peterson CAT for the replacement of switch-gear for the backup generator at the Waste Water Treatment Plant.

Background: The backup generator provides emergency power to the Waste Water Treatment Plant (WWTP) during electrical outage. The backup generator is controlled by proprietary equipment manufactured by Intelligent Switchgear Organization (ISO).

Discussion: The ISO for the WWTP is in need of repair. During some outage scenarios power is not automatically supplied to the entire plant, or the generator does not transfer power back to the grid once power is restored. Fleet and Plant Maintenance worked with the Electric Department to diagnose the problem. Staff requested an estimate (Attachment 1) from Peterson Cat for the necessary parts and labor.

RECOMMENDED ACTION: Report of the emergency acquisition of repair services from Peterson CAT for the replacement of switch-gear for the backup generator at the Waste Water Treatment Plant.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 84024425.56120 - \$250,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Wastewater Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sean White, Director of Water Resources; Dave Kirch, Fleet and Plant Maintenance Supervisor; Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

Typically a repair at this dollar threshold would require Council approval. However, due to the critical nature of the issue, and the vulnerability of Plant operations in the event of a power outage, staff proceeded with issuing a purchase order to move forward with the repair services.



3710 REGIONAL PKWY
SANTA ROSA, CA 95403
800-464-1558

Estimate #89627 - 1

CITY OF UKIAH A/P
300 SEMINARY AVE
UKIAH 95482

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	WORK ORDER NO.
6636300		707 467 5785		
Estimate NO.	P.O. NO.	DATE	EMAIL	
89627		1/30/2018	dkirch@cityofukiah.com	
MAKE	MODEL	SERIAL NO.	UNIT NO.	SMU
C1				
DESCRIPTION:				
ISO repairs				

SEGMENT: 01 REPAIR SWITCHGEAR (023 4491)

Replacement PLC and Base and Additional Troubleshoot/System Diagnosis at the Ukiah WTP site.

Written quotations are firm for ninety (90) days from date issued unless otherwise stated in the quotation or terminated sooner by written notice prior to expiration. Verbal quotations, unless accepted, expire the same day they are made.

DEFINITION OF SERVICES:

In house:

1. Project Management - Communication, planning, logistics.
2. Logistics - Purchasing of Materials, tools, shipping preparation.

On Site

1. Removal of existing BT1 PLC
2. Installation of new BT1 PLC
3. System diagnosis/troubleshooting
4. System Testing

Travel and Expenses

1. Airfare, Auto Rental, Lodging, Travel Labor, etc.

Cat Switchgear Roles/Responsibilities:

1. One (1) trip(s) for one (1) field engineer(s) on site for one (1) day(s) plus travel and expenses for Replacement PLC and Base and Additional Troubleshoot/System Diagnosis.
2. Proposal assumes that work will be performed Monday - Friday during normal business hours, if weekend or after hours work is required please contact the factory for updated pricing. If additional time on site is required for reasons outside CAT Switchgear's control those days will be billed per CAT Switchgear's published rates plus expenses.

Parts

Total Parts: 3,369.38

Labor

Total Labor:	18,174.74
Segment 01 Total:	21,544.12
Total Segments:	21,544.12
Sub Total (before taxes)	21,544.12

- This estimate will expire 30 days from the estimate date.
- Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
- Terms: Net 30.
- Sales Taxes where applicable are not included with the above prices.

ESTIMATED REPAIR TIME.: from start date

"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, Authorized Name _____ Please Print.

Date ____/____/____.

Signature

Any Questions? Please Call Brian Williams at 707.571-7221.



AGENDA SUMMARY REPORT

SUBJECT: Approve Amendment to the Northwestern Pacific Rail Trail License Agreement with North Coast Railroad Authority to Extend the Term of the Agreement an Additional Ten Years to August 1, 2049

DEPARTMENT: Public Works

PREPARED BY: Ben Kageyama

ATTACHMENTS:

[Attachment 1 - NCRA License Agreement](#)

[Attachment 2 - NCRA Amendent No. 1](#)

Summary: Council will consider approving an Amendment to the Northwestern Pacific Rail Trail License Agreement with North Coast Railroad Authority to extend the term of the agreement an additional ten (10) years to August 1, 2049.

Background: The original Northwestern Pacific (NWP) Rail Trail License Agreement, approved by both the City of Ukiah and the North Coast Railroad Authority (NCRA) in 2014, allowed for a public trail along the railroad tracks on NCRA property through the City between Brush Street and Norgard Lane, and had a term of twenty-five (25) years, expiring on August 1, 2039 (Attachment 1). This Agreement allowed for the construction of the NWP Rail Trail Phase 1 project, between Gobbi Street and Clara Avenue, which was completed in 2015, and the Phase 2 project, between Gobbi Street and Commerce Drive, which is currently being designed.

Discussion: Last year staff applied for an Urban Greening Program Grant from the State of California for the

RECOMMENDED ACTION: Approve Amendment No. 1 to the NWP License Agreement with North Coast Railroad Authority and direct the City Manager to sign the Amendment.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

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

Approved:


Sage Sangiacomo, City Manager

Phase 3 project, between Clara Avenue and Brush Street. As a requirement of the grant, a minimum twenty-five (25) year commitment to operate and maintain the improvement must be provided, including control of the site. Since the License Agreement expires in 2039, which is four (4) years short of the twenty-five year time frame, it does not meet the grant requirement. To reinforce their support for the NWP Rail Trail and Phase 3 grant application, at their meeting of September 13, 2017, the NCRA Board of Directors unanimously approved a ten year extension to the NWP Rail Trail License Agreement, which will extend the term of the agreement to August 1, 2049 (Attachment 2). In November 2017, the City was notified that the Phase 3 project was selected for grant funding in the amount of \$1.78 million. Staff is requesting the City Council approve Amendment No. 1 to the License Agreement.

ATTACHMENT 1

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of this 18 day of June, 2014, by and between the North Coast Railroad Authority, a public agency formed pursuant to Government Code Section 93000 et seq. ("NCRA") and the City of Ukiah, a municipal public entity ("City").

RECITALS

- A. NCRA is the property owner or easement holder of the railway right-of-way corridor ("Rail Corridor") located in Mendocino County and under contract for operation with the Northwestern Pacific Railroad Company ("NWP").
- B. In conjunction with NWP, NCRA adopted a Policy and Procedures Manual for the design, construction, safety, operations, and maintenance of shared use public trails located within the Rail Corridor ("Rails-with-Trails").
- C. The City seeks to develop a Rails-with-Trails path within the Rail Corridor located in the City of Ukiah jurisdictional area consistent with said Rails-with-Trails Policy and Procedures Manual.
- D. NCRA desires to issue a license to the City to use the Rail Corridor for the Ukiah NWP Rail Trail Project, and the City desires to accept such license, on the terms and conditions set forth in this License Agreement. **NOW THEREFORE**, in consideration of the mutual covenants, conditions and agreements recited herein and made a material part hereof, the NCRA and City agree as follows:

- 1. Definitions.
- 2. Description of License Property. The property subject to this Agreement (the "License Property") is defined as that specific section of the Rail Corridor within the Ukiah City Limits beginning in the south at Norgard Lane, at or near Station 5814+50 and terminating in the north at Brush Street, at or near Station 5968+50.
- 3. Use. NCRA hereby grants to the City a non-exclusive license to access and use the License Property to construct, install, maintain, reconstruct, remove, repair and manage a multi-modal public path, for shared use by, including but not limited to, bicyclists, pedestrians, wheelchairs, joggers, and other non-motorized uses. Motorized vehicles shall be permitted access and use as needed by the City, its agents and contractors, for construction and maintenance purposes, and by emergency response personnel. All use shall be consistent with the NCRA Rails-with-Trails Policy and Procedure Manual, adopted May 13, 2009, amended August 12, 2009, and all future amendments thereto.

4. Term. The term of this Agreement shall be twenty five (25) years (the "Term") commencing on August 1, 2014 (the "Commencement Date"), and, unless sooner terminated or extended as herein provided, shall terminate on August 1, 2039.
5. Conditions Precedent. This Agreement shall be null and void in the event the City fails to obtain funding and all regulatory permits required for trail construction.
6. License Fee. City shall maintain the trail which will provide maintenance to the NCRA right-of-way in lieu of a one-time license payment. The City shall track the annual maintenance of the trail / right-of-way. In lieu of either a one-time or annual license fee payment, the City shall provide maintenance to completed trail segments as follows: a.) maintain drainage structures on the trail side of the railroad main line, between the center line of the railroad main line and the edge of the main line right-of-way; b.) provide all vegetation management, including tree trimming and removal, on the trail side of the railroad main line, between the center line of the railroad main line and the edge of the main line right-of-way; c.) additionally, north of Perkins Street and south of Clara Avenue, provide vegetation management between the western edge of the main line right-of-way and the easterly line of Mason Street; d.) although not required, the City, at its sole discretion and expense, may perform such additional vegetation management as it deems appropriate within the License Property.
7. Trail Construction.
 - (a) Trail Construction, Timing. The City may construct trail improvements in the License Property in segments as funding allows. Individual trail segments shall not be open for public use until completion of the trail improvement in said segment. Where required by permitting or other regulatory authorities, NCRA reasonably agrees to execute and deliver applications for permits, licenses or other authorizations relating to the Rail Corridor. Trail segments shall be constructed in accordance with approved Construction Plans, and all applicable laws, rules, regulations and permits. The City shall provide fourteen (14) days advance written notice to NCRA prior to beginning construction on any trail segment. The City shall provide fourteen (14) days advance written notice to the NCRA prior to opening any trail segment for public use.
 - (b) Construction Plan Approval. The City shall submit detailed construction ready plans and specifications ("Construction Plans") to the NCRA for review and approval prior to constructing any trail segment. Within one hundred twenty (120) days of receipt, the NCRA shall provide comments and input on the Construction Plans to the City. Failure to provide comments to the City within this time period shall be deemed approval by the NCRA of the Construction Plans.
 - (c) Construction Plan Contents. Construction Plans shall include, but not be limited to, specifications for temporary construction fencing, permanent landscaping, fencing or

other trail demarcation and setbacks, and signage. Construction Plans shall comply with all standards and conditions set forth in the Rails-with-Trails Policy and Procedures Manual.

(d) *Removal of Sidings.* City shall co-ordinate with NWP Co. the removal of the freight sidings located north of Perkins Street and west of the main line with NWP Co. to bear the cost of removal, retain salvageable materials for future railroad use, and dispose of unusable material.

8. Ongoing Maintenance.

(a) The City shall, during the Term, at its own cost and expense and without any cost or expense to NCRA:

(i) Keep and maintain all trail improvements (subject to City's right to remove) in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. NCRA shall not be obligated to make any trail repairs of any kind; and

(ii) Comply with and abide by all applicable federal, state, and local laws and regulations affecting the License Property.

9. Trail Removal, Modification. The City shall reasonably remove, relocate or modify any trail improvement or portion thereof, at its own expense, in order to accommodate additional track or tracks or other railroad related facilities in the Rail Corridor.

10. Insurance. The City shall maintain general liability coverage in the amount of no less than \$5,000,000 per occurrence and aggregate. Insurance shall be placed with a carrier having a current A.M. Best rating of at least A:VII or with the Redwood Empire Municipal Insurance Fund ("REMIF"). Evidence of coverage shall be provided to NCRA on request.

11. Indemnification. To the maximum extent allowed by law, the City agrees to indemnify, defend and hold harmless NCRA, including its officers, employees, operators, agents, contractors, successors and assigns, from and against all loss, liability (including liability with respect to death, injury and personal and property damage), claims, demands, suits, liens, claims of lien, damages, costs and expenses:

(a) arising out of the use or misuse of the License Property by members of the public, including claims which arise from utilization of the NCRA right-of-way adjacent to the License Property by users of the License Property;

(b) arising from the construction of improvements within or the maintenance of those improvements by the City or its contractors; or

(c) any negligent or wrongful act or omission by the City in constructing or maintaining improvements within the Licensed Premises.

Such indemnity shall apply notwithstanding NCRA's active or passive negligence, and shall be deemed to apply to any and all losses resulting from the City's negligent or wrongful acts or omissions. The City is not required to indemnify NCRA for claims or damages caused by the willful misconduct or the sole negligence of NCRA or its officers, contractors or employees. This provision shall survive any termination of the License for actions or inactions that may arise during the time this License is in effect.

12. Assumption of Risk and Waiver. To the maximum extent allowed by law, the City assumes any and all risk of loss, damage or injury. The City's assumption of risk shall include loss or damage to the City, its officers, employees, agents, contractors, assigns and successors. The City hereby waives all claims and demands against NCRA for such loss, damage or injury, and waives the benefit of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor.

13. Abandonment. In the event of action by the City Council for the City of Ukiah to abandon the use of the License Property, or any part thereof, this Agreement shall terminate to the extent of the portion so abandoned or discontinued.
14. Surrender. Upon termination of this Agreement, including but not limited to a termination resulting from expiration of the license term, breach, or abandonment of all or a portion of the trail improvements, the City may remove, at its own cost and expense, any and all trail improvements. Upon removal of any trail improvements, the City may, with the concurrence of NCRA, (i) reasonably restore the affected portion of the License Property to a state or condition as it existed prior to the construction of trail improvements, (ii) leave all or a portion of the trail improvements in place, or (iii) replace the trail improvements with comparable improvements approved by NCRA.
15. Breach. In the event the City breaches, or fails to keep, observe or perform any covenant, term or condition of this Agreement, in addition to all other rights and remedies of NCRA provided hereunder or by law, after written notice or demand, and the City's failure to cure the breach within thirty (30) days of notice, or fewer days in the event the breach impacts public health, welfare or safety, unless the breach cannot be cured within that time in the exercise of reasonable diligence, in that event the City must commence to cure the breach within 30 days and complete the cure as soon as reasonably practical, NCRA may terminate this Agreement and thereafter recover possession of the License Property by lawful means.

16. Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege, or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder.
17. Notices. Except as otherwise provided hereunder; any notice or communication to NCRA, or the City shall be in writing and be mailed by postage prepaid. Notices or communications shall be addressed to the parties at the following addresses, which may be changed at any time by notice to the other party:

To NCRA:

To City:

Executive Director

Director of Public Works

North Coast Railroad Authority

City of Ukiah

419 Talmage Road, Ste M

300 Seminary Avenue

Ukiah, CA 95482

Ukiah, CA 95482

Any notice mailed in the manner above set forth shall be deemed to have been received unless returned to the sender by the post office. Notice may be sent by email when simultaneously provided using one of the methods set forth above.

18. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.
19. Time of the Essence. Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.
20. Consents. Whenever in this Lease the consent or approval of either NCRA or City is required or permitted, the party requested to give such consent or approval will act promptly and will not unreasonably withhold its consent or approval.
21. Attorneys' Fees. In the event of any action or proceeding at law or in equity between NCRA and City to enforce any provision of this Lease or to protect or establish any right or remedy of either party hereunder, each party shall pay its own costs and expenses, including attorney's fees.
22. Integration. This instrument constitutes the entire agreement between NCRA and City with respect to the subject matter hereof and supersedes all prior offers and negotiations,

oral or written. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by NCRA and City.

23. Amendments. This Lease may be modified only in writing and only if signed by the parties at the time of the modification.
24. Assignment and Subletting. City may assign this Agreement, or any interest herein, at any time provided that, (i) NCRA has consented to the assignment, (ii) the assignment shall be in writing, duly executed and acknowledged by City and the assignee, in form satisfactory to NCRA, providing that the assignee assumes and agrees to perform and observe all the agreements, covenants and conditions of this Lease on the part of City to be performed and observed, and (iii) an executed original of such assignment shall be delivered to NCRA.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NORTH COAST RAILROAD

CITY OF UKIAH:

AUTHORITY:

By: Mitch Stagner
Name: Mitch Stagner
It's: Exec. Dir.
Date: 7-9-014

By: Jane Chambers
Name: JANE CHAMBERS
It's: City Manager
Date: 6/18/14

AMENDMENT NUMBER 1

TO

LICENSE AGREEMENT

THIS AMENDMENT NUMBER 1 ("AMENDMENT NO. 1") TO THE LICENSE AGREEMENT ("Agreement"), dated June 18, 2014, between the North Coast Railroad Authority, a public agency formed pursuant to Government Code Section 93000 et seq. ("NCRA") and the City of Ukiah, a municipal public entity ("City"). is made and shall become effective on Sept. 13, 2017 ("Effective Date"). There has been no other amendment to the Agreement. Except as expressly amended by this Amendment No. 1, all other terms and conditions of the Agreement shall remain in full force and effect between the parties.

Section 4 of the Agreement is amended to read as follows:

4. The term of this Agreement shall be thirty-five (35) years (the "Term") commencing on August 1, 2014 ("the Commencement Date"), and, unless sooner terminated or extended as herein provided, shall terminate on August 1, 2049.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the Effective Date.

NORTH COAST RAILROAD

CITY OF UKIAH:

AUTHORITY:

By: Mitch Stogner

By: _____

Name: Mitch Stogner

Name: _____

It's: Executive Director

It's: _____

Date: Sept. 13, 2017

Date: _____



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Removing On-Street Parking on Sections of Commerce Drive

DEPARTMENT: Public Works

PREPARED BY: Rick Seanor

ATTACHMENTS:

[Attachment 1 - Resolution and Location Map Commerce Dr. w/Exhibit A](#)

Summary: This report recommends establishing no parking zones on Commerce Drive.

Background: A traffic signal will be constructed as part of the improvements at the intersection of Airport Park Boulevard and Commerce Drive. Along with construction of this traffic signal, Commerce Drive will be re-stripped to include left turn lanes at its intersection with Airport Park Boulevard.

Discussion: In order to accommodate the proposed left turn lanes on Commerce Drive, parking must be prohibited along sections of the street. The total length of the existing plus the proposed no-parking zone will extend 150 feet west and 150 feet east of the intersection of Airport Park Boulevard and Commerce Drive. Adoption of the proposed resolution, Attachment 1, proposing no-parking zones will result in a net loss of twenty (20) on-street parking spaces. Please refer to the photomap attached to the resolution as Exhibit A for locations of the existing and the proposed no-parking zones.

Staff recommends adoption of the resolution establishing the no-parking zones on Commerce Drive.

RECOMMENDED ACTION: Adopt resolution removing on-street parking on sections of Commerce Drive.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager; Tim Eriksen, Public Works Director / City Engineer;
adjacent businesses on Commerce Drive

Approved: _____


Sage Sangiacomo, City Manager

RESOLUTION NO. 2018-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH REMOVING ON-STREET PARKING ON SECTIONS OF COMMERCE DRIVE

WHEREAS, the City Council may by resolution designate portions of streets upon which the standing, parking, or stopping of vehicles is prohibited or restricted pursuant to Article 11, Chapter 1, Division 8 of the Ukiah City Code; and

WHEREAS, a traffic signal is being constructed at the intersection of Airport Park Boulevard and Commerce Drive; and

WHEREAS, left turn lanes on Commerce Drive will be added to facilitate traffic movement with the proposed traffic signal at the intersection of Airport Park Boulevard and Commerce Drive; and

WHEREAS, the proposed left turn lanes will require no parking along sections of Commerce Drive on both sides of the street as shown as Exhibit A on the attached location map.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City Council of the City of Ukiah does establish no parking zones on Commerce Drive. The City Engineer shall direct installation of signage and curb painting as necessary;

PASSED AND ADOPTED this 7th day of February 2018, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kevin Doble, Mayor

ATTEST:

Kristine Lawler, City Clerk

View East - Commerce Dr. at Airport Park Blvd.

Exhibit A

Airport Park Blvd. and Commerce Drive

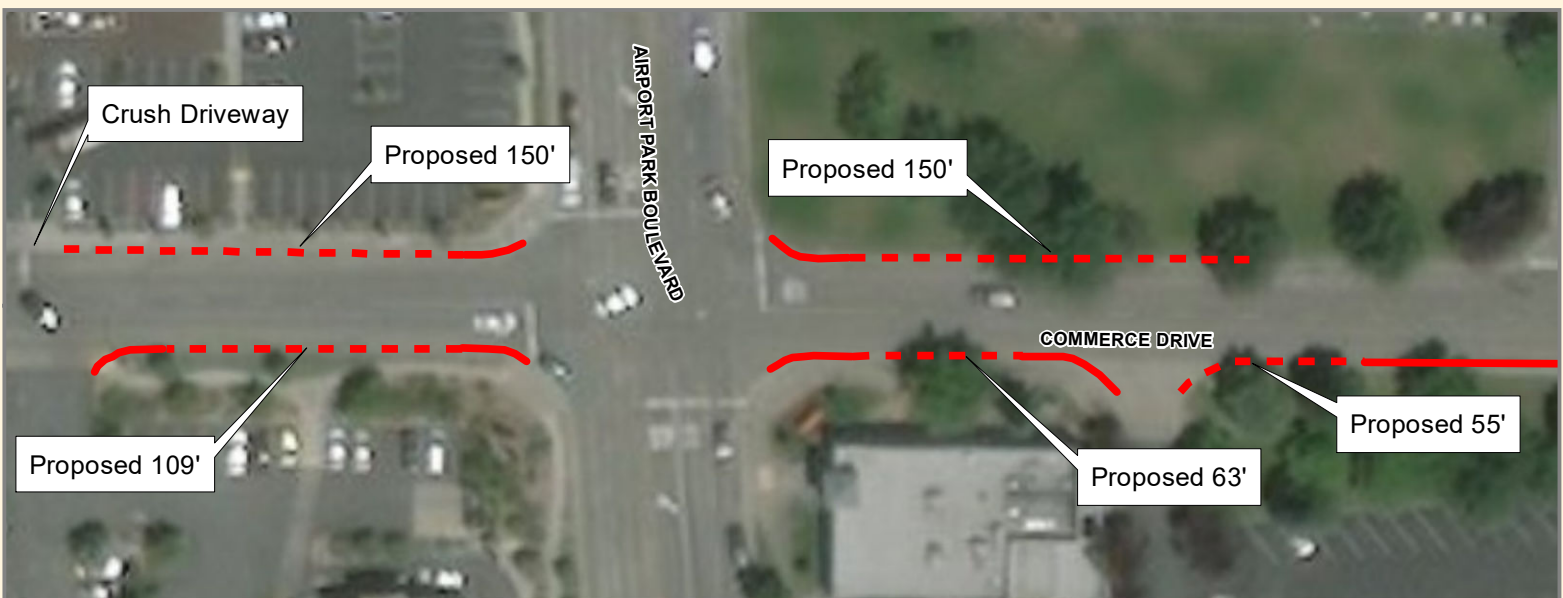
Proposed No Parking



Proposed No Parking

Existing No Parking

View West - Commerce Dr. at Airport Park Blvd.



This map is a guide. Every reasonable effort has been made to ensure the accuracy of the map and data provided. Parcel lines are not intended to represent surveyed data.

0 100 200 Feet



4



AGENDA SUMMARY REPORT

SUBJECT: Notification of Purchase of Professional Services from Community Development Services for CDBG Business Assistance Loan Underwriting Services in the Amount of Up To \$20,000, or 10% of Each Approved Loan, Whichever is Less

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter

ATTACHMENTS:

[Attachment 1 - C#1718155 - Community Development Services - Loan Underwriting](#)

Summary: Council will receive notification of purchase of professional services from Community Development Services in the amount of up to \$20,000 or 10% of each approved loan, whichever is less, for CDBG Business Assistance loan underwriting services.

Background: The Ukiah City Council approved Resolution No. 2016-40 on July 11, 2016, authorizing the submittal of an application to the California Department of Housing and Community Development (HCD) for Community Development Block Grant (CDBG) funding to support a variety of activities. The City was awarded a \$500,000 CDBG grant for two activities- a \$232,558 Business Assistance loan program and a \$232,558 Microenterprise Technical Assistance services program- and executed standard agreement #16-CDBG-11147 on January 10, 2017, for the implementation of these two activities (\$34,884 is for the City's general administration of the grant). Staff submitted program documents towards the clearance of CDBG grant "General Conditions" on July 18, 2017, and on August 7, 2017, received notification from HCD that the City had

RECOMMENDED ACTION: Receive report for the purchase of professional services from Community Development Services for CDBG Business Assistance Loan Underwriting Services in the amount of up to \$20,000, or 10% of each approved loan, whichever is less.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$30,334 - 611121000.52100

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: CDBG

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Purchasing Manager

Approved:


Sage Sangiacomo, City Manager

cleared General Conditions requirements and was authorized to incur costs and draw down CDBG Program Income/Grant funds.

Discussion: The City's Community Development Department has gradually assumed more responsibility for the in-house implementation of housing and related community and economic development services. Although the Department has the capacity to implement and administer CDBG activities, a few specific components of certain activities, such as the CDBG Business Assistance loan program, have nuanced requirements that only a handful of private consulting firms in California have the experience and knowledge to implement. The State is aware that such nuance can be a barrier to entry for Cities interested in pursuing CDBG Business Assistance funding, and through its new CDBG Program Redesign Committee, they are actively working to address such barriers. The City recently joined this Committee.

Proposed in the new CDBG Business Assistance program is for City in-house implementation of business identification, marketing, applicant technical assistance, loan application packaging and loan committee coordination, and oversight of the loan underwriting consultant. The business assistance underwriting consultant, Community Development Services, will process and underwrite business assistance loans and document compliance with CDBG regulations and the City's Business Assistance program guidelines.

CDBG grant #16-CDBG-11147 and CDBG Program Income will provide funding for business assistance loans. Funding through the grant and program income will reimburse the City for costs incurred in both the City's in-house implementation of services and the cost of the underwriting services. The consultant will be allowed to charge up to 10% of each approved loan for its underwriting and loan processing work, not to exceed a total contract amount of \$20,000. The City expects to make at least two loans under its business assistance program. A copy of the City's contract with Community Development Services is attached as Attachment 1.

The new CDBG Business Assistance program is a continuation of the City's successful Revitalizing Business Investment and Lending Development (ReBILD) program, funded through CDBG grant #10-EDEF-7261. ReBILD led to the start-up of two new businesses in the downtown and created 20-25 jobs.

COU #1718155

PROFESSIONAL CONSULTING SERVICES

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

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to underwriting services for its Business Assistance Loan Program, funded by Community Development Block Grant (CDBG) #16-CDBG-11147.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 As set forth in Attachment "A".

2.0 SCOPE OF SERVICES

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

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within one year from receipt of the Notice to Proceed. The term of this agreement may be extended up to an additional four (4) years, for a total of five (5) years, upon written approval by the City of Ukiah. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$20,000 total or limited to 10% of the actual approved loan, whichever is less. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in Attachment B, which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.
- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities identified in this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and to support the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

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

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

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

COU #1718155

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

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

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

6.0 INDEMNIFICATION

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

COU #1718155

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

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

2. Worker's Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Subcontractors

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

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

COU #1718155

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

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

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

7.0 APPLICABLE STATE/FEDERAL GRANT PROVISIONS

7.1 Equal Opportunity.

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

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

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

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

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

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

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

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

4. State Nondiscrimination Clause:

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

COU #1718155

5. Americans with Disabilities Act (ADA) of 1990

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

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

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

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

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

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

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

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

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

COU #1718155

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

8.0 CONTRACT PROVISIONS

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

COU #1718155

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

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

9.0 NOTICES

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

CITY OF UKIAH
City Manager's Office
300 Seminary Avenue
Ukiah, California 95482-5400

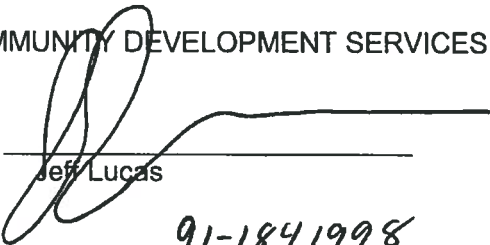
COMMUNITY DEVELOPMENT SERVICES
Attention: Jeff Lucas
3895 Main Street
Kelseyville, California 95452

10.0 SIGNATURES

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

COMMUNITY DEVELOPMENT SERVICES

BY:


Jeff Lucas

11-27-2017
Date

91-1841998
IRS IDN Number

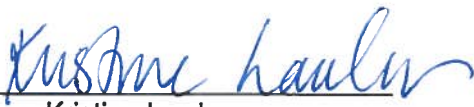
CITY OF UKIAH

BY:


Sage Sangiacomo
CITY MANAGER

1/16/18
Date

ATTEST


Kristine Lawler
CITY CLERK

1/16/18
Date

COU #1718155

**ATTACHMENT A
SCOPE OF WORK**

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

COU #1718155

**ATTACHMENT B
FEE SCHEDULE**Hourly Rate

\$125 – Senior Staff

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

Senior Staff Assigned

Jeff Lucas
Ben Felt
Dan Obermeyer

COU #1718155

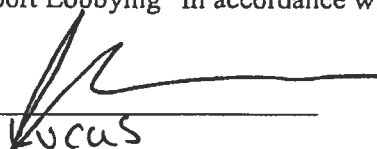
EXHIBIT 1**Anti-Lobbying Certification**

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

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

DATED:

12/6/17


Name: Jeff Lucas
Title: Principal



AGENDA SUMMARY REPORT

SUBJECT: Council to Consider Approving a Revision to the Scope of Work for the Contract for Professional Services between the City of Ukiah and North Coast Opportunities and Authorize the City Manager to Execute a Corresponding Amendment

DEPARTMENT: Community Services

PREPARED BY: Tami Bartolomei

ATTACHMENTS:

[Attachment 1 - Original Scope of Work for NCO / City of Ukiah](#)

[Attachment 2 - Revised Scope of Work for NCO / City of Ukiah](#)

Summary: Council to consider approving a revision to the scope of work for the contract for professional services between the City of Ukiah and North Coast Opportunities.

Background: On October 18, 2017, Council authorized the City Manager to negotiate and execute a contract for professional services between the City of Ukiah and North Coast Opportunities for community services related program development. Included with the Standard Professional Services Agreement was a Scope of Work between NCO and the City of Ukiah (Attachment 1).

Discussion: After Council's authorization City Staff met with NCO Staff to discuss the details of the approved scope of work (SOW). Working together both City and NCO Staff made proposed changes to the SOW

RECOMMENDED ACTION: Council approve a revision to the scope of work (SOW) for the professional services contract between the City of Ukiah and North Coast Opportunities (NCO) and authorize the City Manager to execute a corresponding amendment.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10022810.52100

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 2017-174

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

(Attachment 2) that provides a better outline, definition, and timeline of the project and work that would be completed. The new SOW focuses on developing neighborhoods and would become a program titled "Neighborhood Resilience Engagement Plan" if approved by Council. Some of the expected outcomes of the revised SOW are:

For Neighborhoods:

- Increased neighborhood self-identification as a social, political, and geographic entity within the City.
- Neighborhood self-identification of their assets, successes, and challenges.
- Increased intra-neighborhood communication on issues and needs of the neighborhood.
- Developed neighborhood-based communication and leadership structure (informal and/or formal) for self-organizing.
- Neighborhood stakeholders are identified and receive leadership training.
- Neighbors self-organize to create cohesive activities and resolve issues within their abilities.
- Increased knowledge of, and connections to, appropriate City, NCO, and agency staff for respective needs.

For the City of Ukiah:

- Staff from the City of Ukiah, NCO, and other agencies are integrated and trained to assess and support needs of neighborhood groups.
- Increased staff connections with different and diversified neighborhood members.
- Increased input for City policy and project development from a diversified base.
- Increased neighborhood participation in City generated policies, projects, and programs.

There will be no additional costs for the proposed modifications to the SOW.

Staff is recommending Council approve the proposed revisions to the Scope of Work for the professional services contract between the City of Ukiah and North Coast Opportunities.

**North Coast Opportunities, Inc
413 North State Street
Ukiah, CA 95482
707-462-1954**

ATTACHMENT 1

PURPOSE

This Scope of Work (SOW) describes the work to be completed by Miles Gordon through a contract between North Coast Opportunities (NCO) and the City of Ukiah.

The primary contacts for contract purposes will be: Tami Bartolomei, Director of Community Services (or their designees), City of Ukiah and Patty Bruder, Executive Director of NCO (or their designees) for the prioritization of deliverables and identification of policy, projects and desired staff/client/community stakeholder groups.

Communication will be done by in-person meetings/phone calls/email with follow-up minutes and emails as needed for clarity

Scope of Work

Tasks:

- Create Community Partnership by establishing linkages with other agencies in the community to improve coordination, avoid duplication of work and resources, and enhance the delivery of services, and mitigate the effects of poverty on the target population.
- Implement strategic planning activities to assess and establish community focus, direction, and service priorities about homelessness and other identified community needs.
- Design a system that will define success, monitor progress, evaluate outcomes, and ensure that commitments are met in terms of addressing homelessness, poverty, and other identified community needs.

Expected Outcomes:

- The City of Ukiah and NCO staff, community stakeholders, and clients will be trained and participate in actions intended to develop engaging policy and project assessments to address homelessness, poverty, and other identified community needs, as well as to implement these policies and projects, with a focus on sustainability.

Deliverables:

- Leading discussions on how and where local communities' needs and aspirations can be met.
- Devising strategies, considering budgetary restrictions, and working with a range of different organizations, businesses, and private entities to prepare and implement projects to achieve these identified needs and aspirations.
- Policies and project examples: Safe and healthy transportation and pedestrian accessibility, Head Start parent engagement, homelessness, senior care, Blue Zones, etc.
- Specific deliverables:
 - **Staff training and support** - staff members identified by the City and NCO will receive training and support in creating and conducting:
 - Needs assessments-50 hours
 - Community stakeholder/Client engagement through facilitation and facilitation guides-100 hours
 - **Community stakeholder and client training and support** – stakeholders and clients will receive trainings and support for:
 - Community advocacy-75 hours
 - Community based leadership for project development and implementation- 75 hours
 - **Community and client convenings** – Contractor and staff, as identified by the City and NCO, will conduct community/client engagement convenings to assess needs and to develop, implement, and sustain policy and project initiatives-100 hours
 - **Cross-community/agency collaborations** - Contractor will facilitate collaborations that leverage resources and create greater efficiencies in policies and projects-145 hours

Compensation/Term:

- **Term:** One year
- **Compensation:** \$55/hour with a maximum annual contract of \$30,000. Invoices will be paid by the City of Ukiah to NCO quarterly for work completed by Miles Gordon.
- The contract will be renewable and re-negotiable upon agreement of all three parties.

**North Coast Opportunities, Inc
413 North State Street
Ukiah, CA 95482
707-462-1954**

ATTACHMENT 2

PURPOSE

This Scope of Work (SOW) describes the work to be completed by Miles Gordon through a contract between North Coast Opportunities (NCO) and the City of Ukiah.

The primary contacts for contract purposes will be: Tami Bartolomei, Director of Community Services (or their designees), City of Ukiah and Patty Bruder, Executive Director of NCO (or their designees) for the prioritization of deliverables and identification of policy, projects and desired staff/client/community stakeholder groups.

Communication will be done by in-person meetings/phone calls/email with follow-up minutes and emails as needed for clarity

Ukiah Neighborhood Resilience Engagement Plan Phase 1

Objectives: Enhance livability of our community by working to create beautiful, safe, and healthy neighborhoods.

Expected Outcomes

For Neighborhoods:

- Increased neighborhood self-identification as a social, political, and geographic entity within the City.
- Neighborhood self-identification of their assets, successes, and challenges.
- Increased intra-neighborhood communication on issues and needs of the neighborhood.
- Developed neighborhood-based communication and leadership structure (informal and/or formal) for self-organizing.
- Neighborhood stakeholders are identified and receive leadership training.
- Neighbors self-organize to create cohesive activities and resolve issues within their abilities.
- Increased knowledge of, and connections to, appropriate City, NCO, and agency staff for respective needs.

For City of Ukiah:

- Staff from the City of Ukiah, NCO, and other agencies are integrated and trained to assess and support needs of neighborhood groups.
- Increased staff connections with different and diversified neighborhood members.
- Increased input for City policy and project development from a diversified base.
- Increased neighborhood participation in City generated policies, projects, and programs.
- Increased democratic activity in formal mechanisms of public comment, voting, etc.

Neighborhood Definitions: A neighborhood can be defined as a residential, commercial, or mixed use neighborhood. Often these will be historically self-defined by neighbors due to a shared experience or connection to a public asset, i.e.: a park, a school, a thoroughfare, a commercial area, etc.). How neighbors self-define will be a key determinant in organizing neighborhoods.

Neighborhood Prioritization: Criteria for City prioritization of neighborhoods.

Prioritized neighborhoods -

- There is limited pro-active neighborhood engagement with the City (primary interactions have been reactions to immediate needs and crises).
- There is a timely issue affecting, or soon to be affecting, the neighborhood (e.g.: infrastructure project, zoning changes, etc.)
- Neighborhood members have an existing relationship with the City regarding different issues and both the City and neighborhood would benefit from greater neighborhood input and engagement.

Engagement Process and Activities Led by Contractor:

1. (75 hours) Coordinate with City Executive Team and NCO ED and staff to identify and define prioritized neighborhoods, including -
 - a. Known/active stakeholders/leaders in chosen neighborhoods.
 - b. History and current/upcoming issues for the neighborhoods.
 - c. Collect demographic data on neighborhood from relevant sources (UUSD, City Depts., County and other Agencies).
2. Define and map the most appropriate and manageable geographic parameters of each neighborhood for organizational units, as well as potential public and private meeting spaces that are easily accessible to neighbors.
3. (95 hours) Canvas and meet with neighborhood members and existing stakeholders to -
 - a. Assess level of current active leaders' credibility (when they are known) in neighborhood when appropriate to determine appropriate reliance on them or not.

- b. Conduct an initial short survey of visions, successes, and challenges on a broad spectrum of issues for the neighborhood.
 - c. Announce upcoming neighborhood meeting/s.
4. (100 hours) Organize and facilitate initial neighborhood meeting to build social cohesion, identify visions, successes, and challenges of neighborhood, and identify informal leaders. City staff are invited to participate in meeting planning and be observers only at this stage.
 - a. Group introductions (name, where they live, how long in neighborhood, a story of a good or positive moment or memory in the neighborhood) and contact information.
 - b. Facilitate group discussion and identification of visions, successes, and challenges.
 - c. Determine which issues can be resolved internally, which require City/Agency assistance, or a combination of both.
 - d. Prioritize issues to work on first (if time allows, or save for next meeting).
 - e. Organize a Neighborhood Team with neighbors who volunteer to be initial liaisons for organizing calls, etc.
5. (50) Meet with City and/or appropriate agency staff to develop a facilitation plan for next community meeting to develop work/action plans with neighborhood for addressing prioritized issues.
6. (50) Organize the Neighborhood Team with neighborhood leaders to develop a facilitation plan for the next community meeting to develop work/action plans for addressing prioritized issues.
7. Create agenda and re-canvass with neighborhood members for next meeting invite.
8. (125 hours) Facilitate a follow-up neighborhood meeting (if issues already prioritized).
 - a. Begin with group introductions, re-introductions similar to first meeting.
 - b. Review prior meeting (s) for new attendees. Ask for additions to areas of visions, successes, and challenges from new members.
 - c. Contractor is lead facilitator for members of the neighborhood to share prioritized issues - either amongst self for intra-neighborhood issues or with City/Agency staff for areas that need support.
 - d. City/Agency staff share history, resources, processes, etc. related to prioritized issues.
 - e. Facilitate action plan development with neighborhood members and staff to create specific responsibilities and timelines for participants.
9. Contractor follows up with the specified members of neighborhood and staff with action plan responsibilities to assess their needs for assistance and next steps.
10. (25 hours) Develop, organize and facilitate neighborhood leadership trainings as needed for conflict resolution, advocacy, organizing events and work parties, etc.

11. (25 hours) Develop, organize and facilitate staff community engagement trainings as needed for community based assessments, community meeting facilitation, action planning, etc.
12. Expand and repeat process per issue and neighborhood.

Benchmarks:

January-March 2018

- Identify and define parameters of two neighborhoods and appropriate meeting spaces.
- Coordinate with City Executive Team and NCO ED and staff to identify baseline historical relationships and resources of prioritized neighborhoods.
- Canvass and survey two neighborhoods with a minimum of sixty households per neighborhood surveyed.
- Organize and facilitate initial neighborhood meetings in two neighborhoods.
- Prioritize issues for two neighborhoods.

April-June 2018

- Develop Action Plans with specific responsibilities and timelines for two neighborhoods.
- Develop and organize one neighborhood leadership training on a topic to be identified by neighborhood with ten participants per training.
- Evaluate with City and NCO staff project progress and adaptation as needed.
- Develop and organize one staff community engagement training on a topic to be identified by staff and Executive Teams.

July-September 2018

- Two neighborhoods successfully implement their actions plans internally and/or with City/Agency staff support.
- Evaluation process with City/NCO to determine successes and needs for adaptation.

Compensation/Term:

- **Term:** One year
- **Compensation:** \$55/hour with a maximum annual contract of \$30,000. Invoices will be paid by the City of Ukiah to NCO quarterly for work completed by Miles Gordon.
- The contract will be renewable and re-negotiable upon agreement of all three parties.



AGENDA SUMMARY REPORT

SUBJECT: Council to Receive a Report Regarding the Proposed Change Order for Specification 15-17, Grace Hudson Museum Outdoor Landscape Improvements Project to Siri Grading & Paving in the Amount of \$71,686 for the Installation of a Sidewalk on Main Street at the Grace Hudson Museum

DEPARTMENT: Community Services

PREPARED BY: Mary Horger

ATTACHMENTS:

[Attachment 1 - CIFAC Letter to City of Ukiah](#)

[Attachment 2 - Memo from City Attorney](#)

Summary: Council will receive a report on the status of the proposed change order for Specification 15-17, Grace Hudson Museum Outdoor Landscape Improvements Project to Siri Grading & Paving in the amount of \$71,686, for the installation of a sidewalk on Main Street at the Grace Hudson Museum.

Background: On January 17, 2018, staff had placed an agenda item on Consent Calendar requesting Council to consider approving a change order to the existing contract for Specification No. 15-17, with Siri Grading and Paving in the amount of \$71,686, for the installation of a sidewalk at the Grace Hudson Museum. The scope of work for the proposed change order included all work necessary to complete an ADA compliant sidewalk along the Museum's Main Street frontage, approximately 370 feet in length, including an ADA curb ramp at the Clay Street intersection and a new apron at the museum driveway. Public Works had been working with Ann Baker and Siri Grading & Paving to assure the proposed improvements would meet all requirements and codes, and be provided at a reasonable cost.

RECOMMENDED ACTION: Receive report.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

A letter (Attachment 1) was received from the Construction Industry Force Account Council (CIFAC) late afternoon the day of the January 17th Council meeting, objecting to the proposed change order, stating it would be in violation of the California Public Contract Code. The City Manager's Office decided to pull the item from the Consent Calendar to give Staff additional time to review the correspondence before a final recommendation could be made to City Council.

Discussion: After further review of the facts by the City Attorney, it is the City's position that the proposed change order would not be a violation of Public Contract Code Section 22032. Please see Attachment 2 for a copy of the City Attorney's memorandum dated February 1, 2018, regarding this issue.

Although it has been determined the proposed change order is allowable, City staff has decided to not proceed with the change order at this time, and will be preparing the appropriate specifications to release a request for bid for this sidewalk project instead.



Dave Thomas, President

Michael Hester, Vice President

Rob Carrion, Secretary

Bill Koponen, Treasurer

January 17, 2018

Sage Sangiacomo, City Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Re: Objection to City Council Agenda Item 7h - Change Order in the amount of \$71,686 for Completion of an ADA Compliant Sidewalk along the Museum's Main Street, Project Number 1516187

Dear Mr. Sangiacomo,

After reviewing the Ukiah City Council meeting agenda for tonight, I have concerns about agenda item 7h. It has come to my attention that this change order is **not** within the original scope of work and therefore needs to be competitively bid per Public Contract Code Section 22032.

22032.

(a) Public projects of forty-five thousand dollars (\$45,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.

(b) Public projects of one hundred seventy-five thousand dollars (\$175,000) or less may be let to contract by informal procedures as set forth in this article.

(c) Public projects of more than one hundred seventy-five thousand dollars (\$175,000) shall, except as otherwise provided in this article, be let to contract by formal bidding procedure.

As you are aware, the City has a \$45,000 bid threshold and projects with a value that exceed this amount must be bid. The City of Ukiah will be in violation of the California Public Contract Code should it go forward with the approval of this illegal change order. We request that the item be pulled from the consent agenda and the project be put out to a competitive bid.

As time is of the essence, please let me know immediately how the City plans to rectify the situation and ensure compliance with the California Public Contract Code.

Sincerely,

Maghan Hunt, CIFAC Northern Regional Compliance Manager

mhunt@cifac.org

Cell 530-531-7028

P.O. Box 494623

Redding, CA 96049

Cifac.org

CC: City Council
City Clerk

Law Offices Of

RAPPORT AND MARSTON

An Association of Sole Practitioners

405 W. Perkins Street
P.O. Box 488
Ukiah, California 95482
e-mail: drapport@pacbell.net

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

(707) 462-6846
FAX 462-4235

MEMORANDUM

TO: City Council
FROM: David J. Rapport, City Attorney
DATE: February 1, 2018
SUBJECT: Change order for sidewalk work at Sun House

The City received a letter from the Construction Industry Force Account Council (CIFAC) demanding that the City publicly bid the installation of sidewalk along the newly installed fence at the Sun House Museum.

CONCLUSION

To avoid any controversy, the City could publicly bid the sidewalk installation, but in my opinion, it would not violate Public Contract Code Section 22032, to obtain the work by change order.

ANALYSIS

I have found no cases directly addressing the permissible range of change order work on a public works project or when a change order constitutes a new project subject to the public bidding requirements in Public Contract Code Section 22032. I have not found a case requiring a separate bid for work that was not part of the specifications, when a project was bid, that added enhancements to the project. The Uniform Construction Cost Accounting Commission website provides no guidance I could find on the use of change orders. No.19 of its FAQs suggests that the use of change orders is outside the purview of the UCCAA. It states:

The Act only supersedes the bidding procedures used once a public agency has adopted a resolution and notified the Controller. All other contracting requirements are applicable whether or not a public entity opts into the Act. The specific mention of bidding procedures emphasizes

Memorandum to City Council
Subject: Change order work
Date: February 1, 2018

Page 2

the omission of other statutory requirements (such as bond payments, prevailing wages, addenda, change orders, etc.) and implies that their applicability is found in specific statutory provisions rather than the Act.

Here, the sidewalk addition is located entirely on the Sun House parcel between the public right of way and the newly added fence. The plans at the 75% design phase showed replacement of sidewalk from the vehicular entrance between the Sun House and the park area to the pedestrian path on the south side of the museum property. I am informed that this work was not included in the final plans, because of budgetary concerns and because it was not believed at the time to be a required improvement.

The sidewalk work was included in a change order, because the project consultant and staff concluded that installing sidewalk was needed and because the existing gravel walk in front of the new wall and fencing was damaged during the course of construction. In addition, the Building Official questioned the lack of sidewalk during construction permit inspections.

Change order work that adds improvements to a project as described in the contract plans and specifications are routine. Such enhancements either become possible, because other changes reduced cost and allow for the enhancement or the importance of an enhancement is not appreciated until work has commenced or for other legitimate reasons.

Public Contract Code Section 4107(c), part of the Subletting and Subcontracting Fair Practices Act, recognizes the occurrence of change orders in a public works project “. . . causing changes or deviations from the original contract . . .”. If the change order work requires a different subcontractor than the subcontractors listed in the bid, the general contractor can use an unlisted subcontractor.

For these reasons, I don't think the Uniform Construction Cost Accounting Commission has the responsibility to second guess a City decision to approve a change order under these circumstances rather than separately bid the change order work. The City is not splitting work into smaller parts to avoid publicly bidding the work and the change order involves work within the project site that could have legitimately been included in the original contract.

I understand that the contract work has been found to be substantially complete with only punch list work remaining, although notice of completion has not been approved or recorded. The City's standard general conditions allow it to accept as substantially complete and assume possession of portions of a project before the entire project is complete. The previous finding of substantial completion would not be affected by adding the sidewalk installation as change order work.

To avoid any controversy, the City could publicly bid the sidewalk installation, but in my opinion, it would not violate Public Contract Code Section 22032, to obtain the work by change

Memorandum to City Council
Subject: Change order work
Date: February 1, 2018

Page 3

order.



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Negotiate and Execute the 2018 Funding Allocation Agreement with the County of Mendocino for Local Fire Protection Services and Approval of the Corresponding Budget Amendments

DEPARTMENT: Fire

PREPARED BY: Sage Sangiacomo

ATTACHMENTS:

[Attachment 1 - 12-18-17 Mendocino County Board of Supervisors Report](#)

[Attachment 2 - County of Mendocino Funding Allocation Agreement - City](#)

[Attachment 3 - County of Mendocino Funding Allocation Agreement - UVFD](#)

Summary: The City Council will consider the 2018 Funding Allocation Agreement with the County of Mendocino for local fire protection services and approval of the corresponding budget amendments.

Background: On December 18, 2017, the Board of Supervisors approved (on a 5-0 vote) an alternate Prop 172/General Fund distribution formula (Attachment #1) that now includes the populations of the incorporated cities which were originally excluded. In addition, the Board of Supervisors under a separate, but related item increased the total funds available for distribution this year by a little over \$80,000 for a total distribution to local fire agencies of approximately \$485,000. The net result for the operation of the Ukiah Valley Fire Authority is a distribution of \$116,061 for FY 17-18 which is a significant increase over last year.

RECOMMENDED ACTION: Authorize the City Manager to negotiate and execute the 2018 Funding Allocation Agreement with the County of Mendocino for local fire protection services and approval of the corresponding budget amendments.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: Recognition of Prop 172 revenues in Special Revenue Fund 253. No related amended appropriations requested.

PROPOSED BUDGET AMOUNT: None

FINANCING SOURCE: Prop 172 county allocation

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Daniel Buffalo, Finance Director

Approved:


Sage Sangiacomo, City Manager

The distribution formula defined in detail in Attachment #1 is based on two allocations, a flat amount per agency and a population allocation. Note, the agencies operating under a JPA/merged service (Ukiah and Fort Bragg) receive a single flat allotment of \$10,000 rather than two separate allotments per agency. However, the addition of the incorporated populations for those agencies providing joint operations results in an increase and a more equitable net. The new formula is equitable by balancing the distribution to small and larger agencies with the inclusion of the flat basic allocation and the population based allocation.

Discussion: The proposed 2018 Funding Allocation Agreements with the County of Mendocino for local fire protection services are included as Attachment #2 for the City and Attachment #3 for the Ukiah Valley Fire District (UVFD). Staff recommends the City Council approve the City's Agreement and authorize the City Manager to execute. The UVFD will consider their corresponding agreement at District's February Board meeting.

Given that the single agency allotment of \$10,000 is included in the UVFD agreement, the UVFD Board will be asked to authorize an equal 50/50 distribution of that portion between the District and City Fire revenue accounts for accounting purposes. While each population allotment will be credited in full to each agency (\$51,105 to the City and \$54,956 to the UVFD), ultimately, all the revenues from both agencies (flat and population allotments) will be used for the combined efforts of the Ukiah Valley Fire Authority.

Prop 172 funds are required to be accounted for in special revenue governmental funds. The City's Finance Department has established two such funds, one for the City's allocation and one for UVFD. All revenues from Prop 172 and related expenditures and transfers will flow through these respective funds, maintaining a complete accounting of all Prop 172-related activities. Further, reserves established from these revenue sources will be accounted for in these funds and used only for local fire protection services as designed by the City and the UVFD.

Staff recommends amending the 2017-18 budget to recognize these revenues and reserving these amounts received for the next budget year. No appropriations are being recommended for the current fiscal year.

File #: 17-1188 **Version:** 1 **Name:**
Type: Approval **Status:** Approved
File created: 12/13/2017 **In control:** Executive Office
On agenda: 12/18/2017 **Final action:**
Title: Discussion and Direction Regarding Fiscal Year 2017-18 Distribution of Proposition 172 Funding to County Fire Districts (Sponsor: Executive Office)
Attachments: 1. [OLD VERSION - REPLACED BY VERSION 2 Fire District Funding Formula.pdf](#), 2. [12-14-17 MCAFD - 2017-18 Fire Funding Alternative Proposal v1.pdf](#), 3. [BOS letter of Support](#), 4. [Association letter of support](#), 5. [Fire District Funding Formula - VERSION 2](#)

History (1)

Text

To: Board of Supervisors

From: Executive Office

Meeting Date: December 18, 2017

Department Contact: Carmel J. Angelo

Phone: 463-4441

Item Type: Regular Agenda

Time Allocated for Item: 90 mins

Agenda Title:

Discussion and Direction Regarding Fiscal Year 2017-18 Distribution of Proposition 172 Funding to County Fire Districts
(Sponsor: Executive Office)

Recommended Action/Motion:

Discuss and give direction to staff regarding the preferred formula for disbursement of Proposition 172 funding to County Fire Districts for Fiscal Year 2017-18.

Previous Board/Board Committee Actions:

On November 17, 2015 the Board appointed a Fire-EMS Advisory Ad Hoc Committee consisting of Supervisors Gjerde and Hamburg which met with fire district representatives and County staff. On March 14, 2016, the Committee made an initial report of its findings and recommendations to the Board. On May 3, 2016, the Board approved the distribution of \$398,130 to the fire districts. During 2017-18 budget hearings held on June 6-7, 2017, the Board approved allocation of the same dollar amount as the previous year for fire districts but did not agree on the formula for distribution of the funds. On November 21, 2017, the Board directed that this item be placed on the next available agenda for discussion and direction of a formula for distribution of the funds.

Summary of Request:

Proposition 172, a permanent half-cent sales tax to support public safety, was approved by the voters on November 2, 1993. Proposition 172 was intended as a partial backfill for the shift in local property tax, which began in Fiscal Year 1992-93, away from counties, cities and special districts and into “Educational Revenue Augmentation Funds” (ERAFs) to support schools. The purpose of Proposition 172 was not necessarily to increase public safety funding, but to maintain public safety funding in spite of ERAF property tax shifts. Counties, the largest contributor of ERAF funds, are also the largest recipient of Proposition 172 funds. Proposition 172 directed a lesser amount of funds to cities and none to special districts, including fire. The Board of Supervisors has historically allocated Proposition 172 funding to augment General Fund support for the Sheriff’s Office, District Attorney, Probation and Juvenile Hall. The County has provided support to fire and emergency medical services through funding of dispatch services but has not otherwise provided a direct allocation of Proposition 172 funding. Beginning in Fiscal Year 2015-16 the Board of Supervisors has directed approximately \$180,000 annually in General Fund revenue to support Advanced Life Support (ALS) services in specified outlying areas of the County.

On May 3, 2016 the Board directed that \$398,130 be distributed to the fire districts for Fiscal Year 2016-17. The total dollar amount was determined based on the percentage of County ERAF contributions reimbursed by Proposition 172, savings of budgeted vs. actual costs for dispatch services and other factors. The actual amount distributed to each fire district was based on a formula developed by the Mendocino County Association of Fire Districts. The Board clarified that this is a discretionary allocation of General Fund revenue that may be reduced or discontinued depending on the fiscal needs of the County and policy of the Board.

During the Fiscal Year 2017-18 budget hearings, the Board allocated the same amount to fire districts for Fiscal Year 2017-18; directed that the allocation no longer be linked to cost/savings from the dispatch contract; and that the percentage of Proposition 172 funds allocated to fire this fiscal year be carried forward into future fiscal years. The Board deferred making a decision on the formula for disbursing the funds. During the November 21, 2017, Board of Supervisors meeting, the Board directed that this item be placed on the next available agenda for discussion and direction.

Supervisor McCowen recently held discussions with individual members of the Mendocino County Association of Fire Districts. Those discussions have resulted in an alternative funding formula for disbursement of Proposition 172 funds to fire agencies. Under the proposal, the Fort Bragg City Fire Dept. and the Ukiah City Fire Dept. would no longer receive an allocation as a fire agency but residents of the four incorporated cities would be included in that part of the allocation based on population. The base share for each fire agency would also be increased to a minimum of \$10,000. In order to fund the revised allocation an additional allocation of \$87,521 will be required. The Mendocino County Association of Fire Districts endorsed the alternative funding formula at their meeting on December 13, 2017 and submitted a revised spreadsheet showing the proposed distribution and a letter of support. In the event the Board chooses to support the proposed alternative, Supervisor McCowen has prepared a companion agenda item that will provide the Board with the option to approve and allocate the increased funding.

Alternative Action/Motion:

Provide alternative direction to staff.

Supplemental Information Available Online at: n/a

Fiscal Impact:

Source of Funding: BU 4016 863113
Current F/Y Cost: \$398,130

Budgeted in Current F/Y: Yes
Annual Recurring Cost: \$398,130

Supervisory District: All

Vote Requirement: Majority

Agreement/Resolution/Ordinance Approved by County Counsel: N/A

CEO Liaison: Janelle Rau, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Nadia Tipton

Date: December 20, 2017

Note to Department: Approved the allocation and disbursement of \$87,521 in Contingency Funds to fully fund the proposed alternative funding formula for allocation of Proposition 172 funds to local fire agencies

Executed Documents Returned to

Department:

Originals _____ Copies _____ Hand

Delivered ____ Interoffice Mail ____

Executed Agreement Sent to Auditor? Y/N

Final Status: **Approved with Direction**

Executed Item No.: N/A

Allocation of County Fire Funds (based on MCAFD proposed formula)

	District	2%		Population %	Population	Total
		Distribution	Population		Distribution Amount	Distribution
1	Piercy FPD	7,963	200	0.3%	569	8,532
2	Leggett Valley Volunteer FPD	7,963	300	0.4%	854	8,817
3	Covelo FPD	7,963	3,400	4.3%	9,681	17,644
4	Long Valley FPD	7,963	3,000	3.8%	8,542	16,505
5	Westport Volunteer Fire Company	7,963	100	0.1%	285	8,247
6	Fort Bragg Fire Rural FPD	7,963	19,000	19.2%	42,711	50,674
	Fort Bragg City Fire District	7,963	-	-	-	7,963
7	Brooktrails CSD	7,963	5,000	6.4%	14,237	22,200
8	Little Lake FPD	7,963	10,000	12.8%	28,474	36,437
9	Potter Valley Volunteer CSD	7,963	2,000	3.2%	7,119	15,081
10	Redwood Valley Calpell FPD	7,963	7,500	9.9%	22,067	30,030
11	Mendocino FPD	7,963	3,000	3.8%	8,542	16,505
12	Albion-Little River FPD	7,963	2,000	2.6%	5,695	13,657
13	Comptche CSD	7,963	500	0.8%	1,708	9,671
14	Ukiah Valley FPD	7,963	15,000	19.2%	42,711	50,674
	Ukiah City Fire District	7,963	-	-	-	7,963
15	Anderson Valley CSD	7,963	3,700	4.7%	10,535	18,498
16	Elk CSD	7,963	450	0.6%	1,281	9,244
17	Redwood Coast FPD	7,963	1,600	2.0%	4,556	12,518
18	South Coast FPD	7,963	2,100	2.7%	5,980	13,942
19	Hopland/Sanel Valley FPD	7,963	2,500	3.2%	7,119	15,081
20	Whale Gulch Volunteer Fire Company	7,963	100	0.1%	285	8,247
		175,177	78,300	100%	222,668	398,130

	County Funding	2%
Initial Budget (FY 16-17)	175,000	3,500
YE Projections	398,130	7,963

Population	
Total County Population	88,863
City of Ft Bragg	7,343
City of Point Arena	450
City of Ukiah	16,073
City of Willits	4,902
Total Unincorporated County	60,095

Note: This is a DRAFT version based on available information. Population data is from the California Department of Finance's most recent projections (January 1, 2015). Fire/CSD population numbers are from each District's most recent Municipal Service Review (MSR).

Fire Funding Allocations

Alternative Proposal v1.1

District Name	2016-17 Distrib	JPA's	Proposed 2017-18 Distrib	JPA's	Change 2017-18 vs 2016-17	JPA's	2017-18 Basic	Population	Population Distrib	JPA's
Albion-Little River FPD	13,154		14,482		1,328		10,000	1,392	4,482	
Anderson Valley CSD	19,411		19,879		468		10,000	3,068	9,879	
Brooktrails CSD	20,464		20,787		323		10,000	3,350	10,787	
Comptche CSD	9,830		11,613		1,783		10,000	501	1,613	
Covelo FPD	17,832		18,517		685		10,000	2,645	8,517	
Elk CSD	9,360		11,208		1,848		10,000	375	1,208	
Fort Bragg City FD	7,960	43,816	23,345	57,411	15,385	13,595	0	7,250	23,345	47,411
Fort Bragg Rural FPD	35,856		34,066		-1,790		10,000	7,474	24,066	
Hopland/Sanel V FPD	15,014		16,086		1,072		10,000	1,890	6,086	
Leggett Valley FPD	9,613		11,426		1,813		10,000	443	1,426	
Little Lake FPD	22,815		38,359		15,544		10,000	8,807	28,359	
Long Valley FPD	17,201		17,973		772		10,000	2,476	7,973	
Mendocino FPD	18,185		18,823		638		10,000	2,740	8,823	
Piercy FPD	8,430		10,406		1,976		10,000	126	406	
Potter Valley CSD	15,074		16,137		1,063		10,000	1,906	6,137	
Redwood Coast FPD	12,704		15,538		2,834		10,000	1,720	5,538	
Redwood V-Calpella FPI	33,475		33,475		0		10,000	6,836	22,012	
South Coast FPD	14,339		15,503		1,164		10,000	1,709	5,503	
Ukiah City Fire District	7,960	79,621	51,105	116,061	43,145	36,440	0	15,871	51,105	#####
Ukiah Valley FPD	71,661		64,956		-6,705		10,000	17,067	54,956	
Westport VFC	8,957		10,860		1,903		10,000	267	860	
Whale Gulch VFC	8,706		10,644		1,938		10,000	200	644	
	398,001		485,187		87,186		200,000	88,113	283,724	

NOTES

- 1) Total allocations increase \$87,186. Incorporated city populations included this year. Minimum allocation increased. Per capita amount lower (\$3.22 vs \$3.72)
- 2) Redwood Valley was adjusted up \$1363 to maintain the same amount as previous year. Following the formula the allocation would have been \$32012.
- 3) Jointly run departments in Fort Bragg and Ukiah receive only a single basic allotment.
- 4) Fort Bragg Rural FPD and Ukiah Valley FPD allocations drop with the lower per capita distribution, but the amounts allocated for the JPAs are significantly higher.

To: John McCowen, Chair, Mendocino County Board of Supervisors

From: Mendocino County Association of Fire Districts

The Mendocino County Association of Fire Districts was formed in 2015 to promote and sustain the effectiveness of local county fire agencies and their critical fire, rescue and medical aid operations and to actively pursue all issues that affect the operational health of our local fire departments. It is also the stated intention of the Association to bring these issues to the attention of the public we serve and the elected officials who are in a position to make funding decisions related to these issues. Specifically, it is the objective of this Association to secure and maintain equity in the distribution of Proposition 172 Public Safety sales tax and general fund revenues to county Fire and Emergency Medical Services.

This effort has taken a number of twists and turns, including public advocacy, numerous discussions by and among the Association members, a proposed ballot measure, a lawsuit and the appointment of an Ad Hoc committee of the Board of Supervisors. These efforts culminated in agreement by the Board of Supervisors to allocate \$398,000 in Fiscal Year 2016-17 to be distributed to local fire agencies based on a formula approved by the Association. Despite some delay, the funds were ultimately disbursed. At the same time, the Board of Supervisors agreed to work with the fire agencies to address long term strategic planning issues including identification of sustainable funding sources at the state or local level. To date, there has been little or no effort expended to achieve these longer term goals. We are recommending the re-establishment of the Board Ad Hoc Fire/EMS committee with a focus on 1) getting the 2018-19 allocation through the budget process with the allocation formula agreed upon by June and 2) making recommendations to the BOS regarding the long term financial and strategic needs of rural fire districts.

During budget deliberations for the 2017-18 fiscal year the Board of Supervisors again agreed to allocate \$398,000 but did not reach final agreement on the formula. Although the intention of the Association has been to support the fire agencies, there is some concern that the formula does not account for the population of the cities. An alternate formula has been proposed in an effort to resolve this difference with the hope that the fire agencies, the cities and the county can all reach agreement with the hope that all parties involved will be better able to focus our attention and our collective efforts on longer range objectives.

The 2016-17 formula allocates separate shares for both the Fort Bragg Rural Fire Protection District and the Fort Bragg City Fire department and for both the Ukiah Valley Fire Protection District and the Ukiah City Fire department. Although they are legally separate, the two fire entities in the Fort Bragg area, and those in the Ukiah Valley, function as a single unit operationally. Because there is no separate fire protection entity for the City of Point Arena or the City of Willits, the agencies that cover those areas (Redwood Coast Fire Protection District and Little Lake Fire Protection District) each receive one share. The current formula does not provide an allocation for the population of any of the four incorporated cities.

The alternative formula that is being proposed would eliminate the separate payments for the Fort Bragg and Ukiah City Fire Departments, with that amount redistributed to the other 20 fire districts. Finally, contingent on the Board of Supervisors agreeing to allocate additional funding, the alternative formula would make an allocation to each city based on population. In summary, the cities of Fort Bragg and Ukiah would not receive a separate allocation on a district basis, but along with the cities of Willits and Point Arena would benefit by receiving an allocation based on population. It must be emphasized that including the cities in the distribution based on population is contingent upon the Board of Supervisors increasing the total allocation. Under the proposed alternative formula, while the cities would benefit more overall by accounting for their population, a more equitable allocation for each district will be achieved.

We recognize that considerable effort was expended in reaching agreement on the original funding formula. We also recognize that no formula is perfect or accounts equitably for every nuance of the myriad differing circumstances of the individual fire agencies. The primary benefit of the proposed alternative, if it is

approved, is to shift the focus from the funding formula to the long term needs of the agencies. Further, during budget deliberations, the Board of Supervisors did agree to uncouple fire funding from the dispatch contract which means, for example, that increased county general fund expenditures for dispatch will not result in a reduction in funding for fire. While the new formula is also not attached to any ERAF calculations, moving forward, it does represent a quantifiable proportion of the total Prop 172 funds received by the County.

If the proposed alternative formula and increased funding is not approved, the most likely result is that each agency will receive the same amount of money in Fiscal Year 2017-18 as in the previous year. We are cautiously optimistic that approval of the alternative formula will create a more unified front and enable us to move forward and address more critical long term strategic planning issues, including opportunities to secure enhanced and sustainable funding to support our vulnerable fire, rescue and medical aid operations.

Submitted December 14, 2017 by the MCAFD steering committee based on direction from the meeting held December 13, 2017.

From: "MacMillan" <macs@mcn.org>
Date: December 14, 2017 at 11:47:15 AM PST
To: "John McCowen" <mccowen@mendocinocounty.org>
Cc: "Andres Avila (AVCSD)" <firechief.avcsd@gmail.com>, "Michael Schaeffer (CCSD)" <comptche@hotmail.com>, "Dave Roderick (HFPD)" <metroof@sonic.net>
Subject: Fwd: Re: Association letter of support?

Hello John,

Yes, in yesterday's MCAFD meeting, we thoroughly discussed the alternative proposal which Michael sent to you. The 14 agencies represented in the meeting unanimously approved the proposal. Based on prior experience, we strongly believe the other agencies will also be pleased to move forward with this proposal.

Cheers,
Ben
MCAFD
Steering Committee

Allocation of County Support for Fire Districts (based on MCAFD formula)

	District	2% Distribution	Population	Population %	Population Distribution Amount	Total Distribution	
1	Piercy FPD	7,960	126	0.21%	470	8,430	
2	Leggett Valley Volunteer FPD	7,960	443	0.74%	1,653	9,613	
3	Covelo FPD	7,960	2,645	4.43%	9,872	17,832	
4	Long Valley FPD	7,960	2,476	4.15%	9,241	17,201	
5	Westport Volunteer Fire Company	7,960	267	0.45%	997	8,957	
6	Fort Bragg Fire Rural FPD	7,960	7,474	12.52%	27,896	35,856	
	Fort Bragg City Fire District	7,960	-	-	-	7,960	43,816
7	Brooktrails CSD	7,960	3,350	5.61%	12,504	20,464	
8	Little Lake FPD	7,960	3,980	6.66%	14,855	22,815	
9	Potter Valley Volunteer CSD	7,960	1,906	3.19%	7,114	15,074	
10	Redwood Valley-Calpella FPD	7,960	6,836	11.45%	25,515	33,475	
11	Mendocino FPD	7,960	2,740	4.59%	10,225	18,185	
12	Albion-Little River FPD	7,960	1,392	2.33%	5,194	13,154	
13	Comptche CSD	7,960	501	0.84%	1,870	9,830	
14	Ukiah Valley FPD	7,960	17,067	28.58%	63,701	71,661	
	Ukiah City Fire District	7,960	-	-	-	7,960	79,621
15	Anderson Valley CSD	7,960	3,068	5.14%	11,451	19,411	
16	Elk CSD	7,960	375	0.63%	1,400	9,360	
17	Redwood Coast FPD	7,960	1,271	2.13%	4,744	12,704	
18	South Coast FPD	7,960	1,709	2.86%	6,379	14,339	
19	Hopland/Sanel Valley FPD	7,960	1,890	3.17%	7,054	15,014	
20	Whale Gulch Volunteer Fire Company	7,960	200	0.33%	746	8,706	
		175,120	59,715	100%	222,134	398,000	

	County Funding	2%
Initial Budget (FY 16-17)	175,000	3,500
YE Projections	398,000	7,960

Population	
Total County Population	88,113
City of Ft Bragg	7,250
City of Point Arena	449
City of Ukiah	15,871
City of Willits	4,828
Total Unincorporated County	59,715

Note: This is a simplified presentation of the Allocation Funding calculations prepared and provided by the Mendocino County Association of Fire Districts (MCAFD). The information provided herein is represented to be accurate by the MCAFD.

**COUNTY OF MENDOCINO
FUNDING ALLOCATION AGREEMENT**

This Agreement, dated as of _____, 2018, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and City of Ukiah (Fire Department), hereinafter referred to as "FIRE AGENCY". The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2018.

WHEREAS, the City of Ukiah (Fire Department), has been identified to provide the inhabitants, within Agency Boundaries, with protection against fire; and

WHEREAS, in 1992 the State of California implemented the Education Revenue Augmentation Fund (ERAF) "shift", which reduced city, county, and some special districts' revenue to provide funding for schools, causing an annual revenue loss of over \$14.35 million to Mendocino County;

WHEREAS, in an effort to reduce the impact of the ERAF shift the voters of California passed Proposition 172 in 1993, which provides public safety funding to cities and counties that provide police protection, prosecution, corrections, probation, fire protection, and/or coastal life guard services;

WHEREAS, the Mendocino County Board of Supervisors allocated the Proposition 172 revenue to the eligible functions that are provided directly by the County, which are the Sheriff, Jail, District Attorney, and Probation;

WHEREAS, Fire Agency is authorized by law to provide fire protection;

WHEREAS, California Government Code section 26227 provides that the Board of Supervisors of any county may appropriate and expend money from the county's general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety;

WHEREAS, Fire Agency has requested funding from the County, through the Mendocino County Association of Fire Districts, for support of fire protection (Attachment A);

WHEREAS, the Mendocino County Board of Supervisors has agreed to appropriate a portion of the total County Proposition 172 public safety sales tax revenue to certain local fire agencies recognized by the Local Agency Formation Commission (LAFCo) for support of fire protection services in Fiscal Year 2017-18; and

WHEREAS, the Mendocino County Association of Fire Districts has submitted a distribution formula, to which the Board of Supervisors has agreed and approved, for the appropriation based on a minimum distribution for each Fire Agency plus a variable distribution based on estimated population in the area serviced by the agency.

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate a portion of the County's Proposition 172 revenue and other funding, in Fiscal Year 2017-18, to LAFCo recognized local fire protection agencies;
2. The County accepts the Mendocino County Association of Fire Districts' distribution formula, as attached hereto, and incorporated herein (refer to Attachment A);
3. The County agrees to make a lump-sum, one-time payment to Fire Agency (for an amount not to exceed fifty-one thousand one hundred five and 00/100 Dollars (\$51,105.00));
4. The Fire Agency agrees to utilize the funds only for the purpose of local fire protection services;
5. The Fire Agency agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2017-18, which includes a clear accounting of where the funding is appropriated in the Fire Agency budget and its intended use. Accounting records of Fire Agency shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required;
6. The term of this agreement shall commence on the date executed by the County, but only for the purposes of providing funding support for fire protection services by the Fire Agency in the current fiscal year;
7. The Fire Agency is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire Agency and County;
8. The Fire Agency agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
9. The Fire Agency shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the Fire Agency's performance or its obligations as a provider of fire protection services, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of

or connected with the Fire Agency's performance of its obligations as a provider of fire protection services.

10. The Fire Agency's shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
11. This agreement may only be modified by written agreement of the parties;
12. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year;
13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing as follows:

To COUNTY: COUNTY OF MENDOCINO
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482

To FIRE AGENCY: City of Ukiah (Fire Department)
300 Seminary Avenue
Ukiah, CA 95482
ATTN: Fire Chief

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD _____ DATE _____
 Budgeted: ☒ Yes ☐ No
 Budget Unit: 1940
 Line Item: 863113
 Grant: ☐ Yes ☒ No
 Grant No.: N/A

CONTRACTOR/COMPANY NAME

By: _____
 Signature
 By: _____
 Print Name
 By: _____
 Title

NAME AND ADDRESS OF AGENCY:

City of Ukiah (Fire Department)

 300 Seminary Avenue

 Ukiah, CA 95482

COUNTY OF MENDOCINO

By: _____
 DAN HAMBURG, Chair
 BOARD OF SUPERVISORS

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
 Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
 Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
 County Counsel

By: 
 Deputy

INSURANCE REVIEW:

By: _____
 Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
 Exception to Bid Process Required/Completed ☐ _____
 Mendocino County Business License: Valid ☐
 Exempt Pursuant to MCC Section: _____

Fire Funding Allocations

Alternative Proposal v1.1

District Name	2016-17 Distrib	JPA's	Proposed 2017-18 Distrib	JPA's	Change 2017-18 vs 2016-17	JPA's	2017-18 Basic	Population	Population Distrib	JPA's
Albion-Little River FPD	13,154		14,482		1,328		10,000	1,392	4,482	
Anderson Valley CSD	19,411		19,879		468		10,000	3,068	9,879	
Brooktrails CSD	20,464		20,787		323		10,000	3,350	10,787	
Comptche CSD	9,830		11,613		1,783		10,000	501	1,613	
Covelo FPD	17,832		18,517		685		10,000	2,645	8,517	
Elk CSD	9,360		11,208		1,848		10,000	375	1,208	
Fort Bragg City FD	7,960	43,816	23,345	57,411	15,385	13,595	0	7,250	23,345	47,411
Fort Bragg Rural FPD	35,856		34,066		-1,790		10,000	7,474	24,066	
Hopland/Sanel V FPD	15,014		16,086		1,072		10,000	1,890	6,086	
Leggett Valley FPD	9,613		11,426		1,813		10,000	443	1,426	
Little Lake FPD	22,815		38,359		15,544		10,000	8,807	28,359	
Long Valley FPD	17,201		17,973		772		10,000	2,476	7,973	
Mendocino FPD	18,185		18,823		638		10,000	2,740	8,823	
Piercy FPD	8,430		10,406		1,976		10,000	126	406	
Potter Valley CSD	15,074		16,137		1,063		10,000	1,906	6,137	
Redwood Coast FPD	12,704		15,538		2,834		10,000	1,720	5,538	
Redwood V-Calpella FPC	33,475		33,475		0		10,000	6,836	22,012	
South Coast FPD	14,339		15,503		1,164		10,000	1,709	5,503	
Ukiah City Fire District	7,960	79,621	51,105	116,061	43,145	36,440	0	15,871	51,105	106,060
Ukiah Valley FPD	71,661		64,956		-6,705		10,000	17,067	54,956	
Westport VFC	8,957		10,860		1,903		10,000	267	860	
Whale Gulch VFC	8,706		10,644		1,938		10,000	200	644	
	398,001		485,187		87,186		200,000	88,113	283,724	

NOTES

- 1) Total allocations increase \$87,186. Incorporated city populations included this year. Minimum allocation increased. Per capita amount lower (\$3.22 vs \$3.72)
- 2) Redwood Valley was adjusted up \$1463 to maintain the same amount as previous year. Following the formula the allocation would have been \$32012.
- 3) Jointly run departments in Fort Bragg and Ukiah receive only a single basic allotment.
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**COUNTY OF MENDOCINO
FUNDING ALLOCATION AGREEMENT**

This Agreement, dated as of _____, 2018, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Ukiah Valley Fire District, hereinafter referred to as "FIRE AGENCY". The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2018.

WHEREAS, the Ukiah Valley Fire District, has been identified to provide the inhabitants, within Agency Boundaries, with protection against fire; and

WHEREAS, in 1992 the State of California implemented the Education Revenue Augmentation Fund (ERAF) "shift", which reduced city, county, and some special districts' revenue to provide funding for schools, causing an annual revenue loss of over \$14.35 million to Mendocino County;

WHEREAS, in an effort to reduce the impact of the ERAF shift the voters of California passed Proposition 172 in 1993, which provides public safety funding to cities and counties that provide police protection, prosecution, corrections, probation, fire protection, and/or coastal life guard services;

WHEREAS, the Mendocino County Board of Supervisors allocated the Proposition 172 revenue to the eligible functions that are provided directly by the County, which are the Sheriff, Jail, District Attorney, and Probation;

WHEREAS, Fire Agency is authorized by law to provide fire protection;

WHEREAS, California Government Code section 26227 provides that the Board of Supervisors of any county may appropriate and expend money from the county's general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety;

WHEREAS, Fire Agency has requested funding from the County, through the Mendocino County Association of Fire Districts, for support of fire protection (Attachment A);

WHEREAS, the Mendocino County Board of Supervisors has agreed to appropriate a portion of the total County Proposition 172 public safety sales tax revenue to certain local fire agencies recognized by the Local Agency Formation Commission (LAFCo) for support of fire protection services in Fiscal Year 2017-18; and

WHEREAS, the Mendocino County Association of Fire Districts has submitted a distribution formula, to which the Board of Supervisors has agreed and approved, for the appropriation based on a minimum distribution for each Fire Agency plus a variable distribution based on estimated population in the unincorporated area serviced by the agency.

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate a portion of the County's Proposition 172 revenue and other funding, in Fiscal Year 2017-18, to LAFCo recognized local fire protection agencies;
2. The County accepts the Mendocino County Association of Fire Districts' distribution formula, as attached hereto, and incorporated herein (refer to Attachment A);
3. The County agrees to make a lump-sum, one-time payment to Fire Agency (for an amount not to exceed sixty-four thousand nine hundred fifty-six and 00/100 Dollars (\$64,956.00));
4. The Fire Agency agrees to utilize the funds only for the purpose of local fire protection services;
5. The Fire Agency agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2017-18, which includes a clear accounting of where the funding is appropriated in the Fire Agency budget and its intended use. Accounting records of Fire Agency shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required;
6. The term of this agreement shall commence on the date executed by the County, but only for the purposes of providing funding support for fire protection services by the Fire Agency in the current fiscal year;
7. The Fire Agency is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire Agency and County;
8. The Fire Agency agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
9. The Fire Agency shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the Fire Agency's performance or its obligations as a provider of fire protection services, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Fire Agency's performance of its obligations as a provider of fire protection services.

10. The Fire Agency's shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
11. This agreement may only be modified by written agreement of the parties;
12. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year;
13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing as follows:

To COUNTY: COUNTY OF MENDOCINO
 Executive Office
 501 Low Gap Road, Room 1010
 Ukiah, CA 95482

To FIRE AGENCY: Ukiah Valley Fire District
 1500 S State Street
 Ukiah, CA 95482
 ATTN: Fire Chief

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD _____ DATE _____
 Budgeted: ☒ Yes ☐ No
 Budget Unit: 1940 _____
 Line Item: 863113 _____
 Grant: ☐ Yes ☒ No
 Grant No.: N/A _____

COUNTY OF MENDOCINO

By: _____
 DAN HAMBURG, Chair
 BOARD OF SUPERVISORS

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
 Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
 Deputy

INSURANCE REVIEW:

By: _____
 Risk Management

CONTRACTOR/COMPANY NAME

By: _____
 Signature

By: _____
 Print Name

By: _____
 Title

NAME AND ADDRESS OF AGENCY:

Ukiah Valley Fire District

 1500 S State Street

 Ukiah, CA 95482

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
 County Counsel

By:  _____
 Deputy

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
 Exception to Bid Process Required/Completed ☐ _____
 Mendocino County Business License: Valid ☐ _____
 Exempt Pursuant to MCC Section: _____

Fire Funding Allocations

Alternative Proposal v1.1

District Name	2016-17 Distrib	JPA's	Proposed 2017-18 Distrib	JPA's	Change 2017-18 vs 2016-17	JPA's	2017-18 Basic	Population	Population Distrib	JPA's
Albion-Little River FPD	13,154		14,482		1,328		10,000	1,392	4,482	
Anderson Valley CSD	19,411		19,879		468		10,000	3,068	9,879	
Brooktrails CSD	20,464		20,787		323		10,000	3,350	10,787	
Comptche CSD	9,830		11,613		1,783		10,000	501	1,613	
Covelo FPD	17,832		18,517		685		10,000	2,645	8,517	
Elk CSD	9,360		11,208		1,848		10,000	375	1,208	
Fort Bragg City FD	7,960	43,816	23,345	57,411	15,385	13,595	0	7,250	23,345	47,411
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AGENDA SUMMARY REPORT

SUBJECT: Consider Adoption of Proposed Resolution Authorizing the Corporation Yard to Pay for Certain Uses of Real Property from the Ukiah Municipal Airport Enterprise Fund and the Corresponding Budget Amendments

DEPARTMENT: Airport

PREPARED BY: Greg Owen

ATTACHMENTS:

[Attachment 1 - Resolution Charging Corporation Yard budget for use of Airport Property](#)

[Attachment 2 - Fiscal Impact and Budget Account Numbers](#)

Summary: Consideration and approval of a resolution authorizing the Public Works Department to use real property comprising a portion of the Ukiah Municipal Airport for the Department's Corporation Yard and establishing a reasonable fee for the use.

Background: The existing rental relationship between the Airport and the Corporation Yard mirrors that of a relationship between any private parties. The Airport rents the use of its property to the Corporation Yard for mutually beneficial purposes. In an effort to be fully transparent the City would like to formalize this ongoing relationship.

As a foundation to the proposed resolution, it is important to understand that the City of Ukiah provides certain municipal services as general fund services funded primarily from tax revenue, such as the Public Works

RECOMMENDED ACTION: Adopt the resolution authorizing the Corporation Yard to pay for certain uses of real property from the Ukiah Municipal Airport Enterprise Fund and approve corresponding budget amendments.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: See Attachment #2 - "Fiscal Impact and Budget Account Numbers"

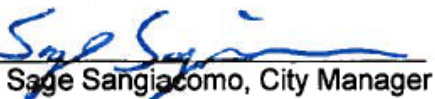
PROPOSED BUDGET AMOUNT: See Attachment #2 - "Fiscal Impact and Budget Account Numbers"

FINANCING SOURCE: See Attachment #2 - "Fiscal Impact and Budget Account Numbers"

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager; Maya Simerson, Project & Grant Administrator; Greg Owen, Airport Manager

Approved: _____


Sage Sangiacomo, City Manager

Department. The City also provides other municipal services through enterprise funds which are funded by user fees; enterprise funds are self-supporting and do not depend on tax revenues to provide their services, such as the Electric Utility Department, the Water Resource Department, and the Ukiah Municipal Airport Fund. All funds must fairly respect impacts on, and benefits from each other.

The Corporation Yard users have been contributing to their use of the Corporation Yard property on a percentage basis derived from the amount of property each user encumbers. This cost has been an annual budgeted expense.

Discussion: The Public Works and Electric Utility Departments have used certain portions of the Ukiah Municipal Airport for their Corporation Yard facilities. The Corporation Yard hosts the City garage, vehicles, equipment storage, materials storage, and staff offices. The Airport fund has been compensated for this property use on an annual basis through the budget process but the agreement has not been properly formalized. In an effort to keep all parties accountable for their encumbrances staff proposes, the Public Works and Electric Utility Departments pay a fair market value for the use of this property in the form of rent, adjusted annually for CPI. This will begin to standardize all use of City property by departments within the City.

The proposed use fee is at a fair rate market value of \$0.375 per square foot. The Corporation Yard uses 178,385 square feet of space and will thus incur a cost of \$6,689 per month, with CPI adjustments to take place on an annual basis in the future.

(Attachment #1) "Resolution Charging Corporation Yard budget for use of Airport Property" This Resolution is to hold all appropriate City entities accountable to their users by addressing existing use of Ukiah Municipal Airport land by the Corporation Yard.

(Attachment #2) - "Fiscal Impact and Budget Account Numbers" This attachment shows the impact to the City entities and the Airport budget.

Staff recommends that Council adopt the resolution authorizing the Corporation Yard to pay for certain uses of real property from the Ukiah Municipal Airport Enterprise Fund and approve corresponding budget amendments.

RESOLUTION NO. 2018-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO USE REAL PROPERTY COMPRISING A PORTION OF THE UKIAH MUNICIPAL AIRPORT FOR THE DEPARTMENT'S CORPORATION YARD AND ESTABLISHING A REASONABLE FEE FOR THE USE THEREOF****WHEREAS,**

1. The City of Ukiah ("City") provides certain municipal services as general fund services funded primarily from revenue from taxes, such as sales and use tax, locally adopted transaction and use taxes, ad valorem real property taxes, transient occupancy taxes, and business license fees; and
2. The City provides other municipal services through enterprise funds which are funded by user fees charged for the municipal service by the enterprise fund; and
3. Enterprise funds are self-supporting and do not depend on tax revenues to provide their services; and
4. The following are established in the City's annual budget and for other accounting purposes as enterprise funds of the City:

<u>Fund No.</u>	<u>Fund Title</u>
700	Sanitary Disposal Site Fund
701	Landfill Corrective Action Fund
702	Disposal Closure Reserve Fund
704	Post Closure Fund-Solid Waste
705	Landfill Self-Insurance Trust Fund
720	Golf Fund
730	Conference Center Fund
750	Visit Ukiah Fund
777	Airport Fund
800	Electric Fund
802	Electric Rate Stabilization Fund
803	Lake Mendocino Bond Fund
805	Street Lighting Fund
806	Public Benefits Charges Fund

- 820 Water Fund
 - 830 Recycled Water Fund
 - 840 City/Dist. Sewer Operating Fund
 - 841 Sewer Bond Debt Service Fund
 - 842 Rate Stabilization-City Fund
 - 843 Connection Fee Sewer Fund
 - 844 City Sewer Capital Projects Fund; and
6. The Ukiah Municipal Airport ("Airport") is enterprise fund number 777. The Airport provides a regional airport for inland Mendocino County; and
 7. A portion of the real property comprising the Airport has been occupied by the Corporation Yard ("Corporation Yard Property"), as more particularly described in the attached Exhibit A; and
 8. In the City's annual budget and other financial records, the Corporation Yard is Division Code 243 within the Public Works Department; and
 9. The Corporation Yard is the base of operations for Public Works field crews and Electric crews, and serves as the City Fleet and Plant Maintenance Facility. The Street Maintenance Crew, the Water and Sewer Maintenance Crew, and the Electric Utility Maintenance Crew stage their equipment and maintenance supplies at the Corporation Yard; and
 10. Expenses for the Corporation Yard are divided respectively based on the amount of square feet that each department occupies; and
 11. The Corporation Yard was constructed and has been used without formal written authorization from the City Council other than through the adoption of annual budgets; and
 12. The Corporation Yard occupies Airport real property which deprives the Airport of the ability to lease the real property for Airport Related businesses and hangar space, which, if so developed, would produce revenue to the Airport enterprise; and
 13. The purpose of this resolution is to formally approve the use of the Corporation Yard Property and to charge the Corporation Yard a fee for the use thereof equal to the lease rate charged to lessees of undeveloped Airport real property.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Retroactive to the date the Corporation Yard was first constructed on the Corporation Yard Property, the Public Works Department is granted the possession and use of said real property for the purposes of a Corporation Yard to provide services to City general and enterprise funds.

2.

- A. Commencing on July 1, 2017, the Public Works Department is directed to compensate the Airport for the occupancy and use of the Corporation Yard Property, which measures 178,385 sq. feet at the rate of \$0.0375 per square foot per month, which is \$6,689 per month. This is the same rate per square foot that the Airport charges lessees of undeveloped Airport real property for the development and use of airport-related businesses on such real property.
- B. This amount shall be adjusted annually on July 1 based on the percentage change in the CPI for the twelve (12) month period ending on April 30. CPI means the Consumer Price Index for All Urban Consumers (1982-1984 = 100), San Francisco-Oakland-San Jose, CA, All Items, published by the United States Department of Labor, Bureau of Labor Statistics. In the event the CPI is discontinued or otherwise not available, "CPI" shall mean such comparable statistics on the purchasing power of the consumer dollar as is determined by the City Council.
- C. Payments shall be made in periodic transfers from the Public Works Department budget to the Airport, Fund No. 777, or any subsequent fund number assigned to the Airport Enterprise, not less often than annually at the discretion of the City Manager. Transfers shall be treated as a Corporation Yard expense and revenue to the Airport in the City's budgets and financial statements.

PASSED AND ADOPTED this 7th day of February 2018, by the following roll call vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Kevin Doble, Mayor

ATTEST:

Kristine Lawler, City Clerk

FISCAL IMPACT:								
Budgeted Amount in 17-18 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required			Amended Amount	Previous Contract No.	
\$80,272	Revenue	77700000.46805	Yes	☒	No	☐	\$57,272	N/A
\$20,068	Payment/Transfer	20324100.61410	Yes	☒	No	☐	\$14,318	N/A
\$29,700	Payment/Transfer	80026400.61410	Yes	☒	No	☐	\$21,074	N/A
\$15,252	Payment/Transfer	84024421.61410	Yes	☒	No	☐	\$10,940	N/A
\$15,252	Payment/Transfer	82024414.61410	Yes	☒	No	☐	\$10,940	N/A