

**CITY OF UKIAH
CITY COUNCIL AGENDA
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
March 2, 2016
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- a. Proclamation of Women's History Month, 33rd Annual Women's History Gala Celebration.
- b. Presentation of Recognition to Three Recipients of the Miss Mendocino County Scholarship Program.
- c. Dispatch Service Contract with CalFire.
- d. Receive and Discuss Presentation from the Staff of the Mendocino Council of Governments on "City Road Conditions and Funding for Corrective Maintenance".

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

6. RIGHT TO APPEAL DECISION

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

7. CONSENT CALENDAR

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

- a. Authorization to Execute a Restated and Amended License Agreement between the City of Ukiah and New Singular Wireless Pcs, LLC for the Civic Center Cellular Tower and Supporting Structures.
- b. Adoption of Resolution for User Fees at Ukiah Regional Airport.
- c. Award a Three-Year Agreement for Electric Utility Line Tree Trimming at Various Locations in the City of Ukiah to Utility Tree Service, Inc. (EUD).

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

- a. Review Response to Request for Proposals for the Development of the City Owned Parcel at Norton and Main Street Properties, and Provide Direction to Staff.
- b. Adopt an Amended Resolution Authorizing the Exception to the 180-Day Wait Period and Authorizing the City's Retired Police Captain to Work on a Temporary Basis as an Extra Help Captain Pursuant to Government Code Sections 7522.56 and 21224.
- c. Approval of Amendment #1 to City of Ukiah Agreement 1415-166 with Rau and Associates and Corresponding Budget Amendment for Additional Scope of Work in Phase Two Engineering for the Site of the New Ukiah Courthouse, Not to Exceed \$11,959, and Authorize the City Manager to Execute Agreement.

13. NEW BUSINESS

- a. Discussion and Possible Approval of Request by Ukiah Main Street Program to Install Dedication Monument in Downtown Ukiah.
- b. Award Bid for the Installation of Replacement Well 4 and New Water Well 9, Specification No. 16-01 to NorCal Pump and Well Drilling in the Amount of \$702,558.
- c. Approve Plans and Specifications for the Site Development for Well 4 and 9 and Authorize Staff to Issue Bids for Specification Number 16-02.
- d. Review and Consider Providing Comments on the Mendocino Local Agency Formation Commission 2016-2017 Budget.
- e. Approval of Purchase of 2016 Toyota Prius in the Amount of \$26,073.17 for the Wastewater Treatment Plant and Amendment of the Fiscal Year 2015-2016 Capital Budget to Reflect the Change in Vehicle Type.
- f. The City Council will Consider and Possibly Approve a Letter to the County of Mendocino to Negotiate an Agreement with the City on the Terms and Conditions for Including the City in an Ambulance EOA (Exclusive Operating Area).
- g. Discussion and Approval of Budget Amendment to Transfer Funds from Disposal Site Enterprise Funds to the Closure Maintenance Fund in Accordance with CalRecycle Financial Assurance Requirements for the Landfill Closure Project and Possible Adoption of a Resolution.
- h. Consideration and Discussion of Interest in Developing a Genetically Modified Organism (GMO) Ban and Corresponding Ad Hoc Committee if Desired.

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

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. SCUUK- CVPT-15-66036

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*, Mendocino County Superior Court, Case No. SCUUK-CVC-13-63024

c. Conference with Legal Counsel – Existing Litigation

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

Name of case: *County of Mendocino v. Solid Waste System, Inc. et al.*, Mendocino County Superior Court, Case No. SCUUK-CVG-11-59459

d. Conference with Labor Negotiator

(Government Code Section 54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

15. ADJOURNMENT

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

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

Dated this 26th day of February, 2016.

Ashley Cocco, Deputy City Clerk

PROCLAMATION

MARCH: WOMEN'S HISTORY MONTH

33rd ANNUAL WOMEN'S HISTORY GALA CELEBRATION

WHEREAS, in March 1983 the first Women's History Gala Celebration in Mendocino County was held in the Anderson Valley High School. Thereafter, each year it has been held in the City of Ukiah, the seat of Mendocino County, with the March 6, 2016, celebration marking its 33rd anniversary; and

WHEREAS, the Mendocino Women's Political Caucus (MWPC) presents the Women's History Gala Celebration with AAUW-Ukiah and the Ukiah Saturday Afternoon Club; and

WHEREAS, the aforementioned women's organizations continue to work to increase and acknowledge the roles of women at all levels of community and public service, and to become knowledgeable about issues that affect their equality and to foster networks that extend and expand the creative, social, and political strength of women; and

WHEREAS, promoting and celebrating the equality and achievements of all women continue to be at the core of this 2016 celebration of Women's History, the tradition of the annual Women's History Gala Celebration is to recognize and honor particular women who exemplify each year's designated theme for contributions in their communities through their fields of work; and

WHEREAS, on Sunday, March 6, 2016, the public is invited to attend the 33rd Annual Women's History Gala Celebration at 12:30p.m. at the Saturday Afternoon Clubhouse. Women to be honored who embody this year's theme: "Working to Form a More Perfect Union, Honoring Women in Public Service and Government" are: Els Cooperrider, Priscilla Hunter, and Carre Brown. The program will be dedicated to Judy Pruden and Arleen Shippey. Highlights of the gala will be a special award to featured speaker, Betty T. Yee, California State Controller; poetry by Ukiah Poet Laureate Emeritus, Linda Noel; musical entertainment by the Inland Valley Women's Chorus; and MC will be City Councilwoman Maureen Mulheren.

THEREFORE, I, Maureen Mulheren, on behalf of Mayor Stephen G. Scalmanini and my fellow Ukiah City Council members: Jim Brown, Kevin Doble, and Doug Crane do hereby join other communities in the nation in proclaiming the month of March to be Women's History Month and to recognize and celebrate the 33rd Anniversary of the Women's History Gala Celebration on March 6, 2016.

Signed and sealed, this 2nd day of March, in the year Two Thousand and Sixteen.

Mayor Stephen G. Scalmanini



ITEM NO.: 3b

MEETING DATE: March 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: PRESENTATION OF RECOGNITION TO THREE RECIPIENTS OF THE MISS MENDOCINO COUNTY SCHOLARSHIP PROGRAM

Summary: Recognition to three members of the Community Services team that excelled in the Miss Mendocino County Scholarship Program.

Background & Discussion: Michelle Goodman, Hannah Forbes, and Kaitlyn Vandewarker all participated in the 2016 Miss Mendocino County Scholarship Program and were very successful. Each of the three have worked in the Community Services Department as lifeguards and the department is proud to recognize their achievement.

We wish them the best of luck in their endeavors and hope they continue to provide a positive impact within this community, while experiencing a successful and prosperous future.

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

RECOMMENDED ACTION(S): Presentation of Certificate of Recognition to the three recipients of the Miss Mendocino Scholarship Program.

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: N/A
Prepared by: Maya Simerson, CS Supervisor and Stephanie Young, Recreation Supervisor.
Coordinated with: Sage Sangiacomo, City Manager.
Presenter: Stephanie Young, Recreation Supervisor.
Attachment: N/A

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

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

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

Approved: 
Sage Sangiacomo, City Manager



ITEM NO.: 3c

MEETING DATE: March 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: DISPATCH SERVICE CONTRACT WITH CALFIRE

Summary: CalFire provides contract dispatch services for the fire related calls to the City of Ukiah. CalFire Mendocino Unit Chief, Chris Rowney will inform the Council on the number and type of calls dispatched within the City of Ukiah for 2015. Actual billing cost of dispatch services will also be explained.

Background: Cal Fire has been providing dispatch services for the City of Ukiah Fire Department since the spring of 2013.

Discussion: CalFire provides a single point dispatch service for all fire service operations in the Ukiah Valley as well as in Mendocino County which provides for both safety of the firefighters and for large multi-jurisdictional emergencies.

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

RECOMMENDED ACTION(s): Receive report.**ALTERNATIVES:** N/A

Citizens advised: N/A
Requested by: John Bartlett, Fire Chief.
Prepared by: John Bartlett, Fire Chief.
Coordinated with: N/A
Presenters: Chris Rowney, CalFire Mendocino Unit Chief and John Bartlett, Fire Chief.
Attachments: 1. City of Ukiah Fire / EMS 2015 Totals
2. Mendocino County Fire Services 2015 Totals

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____**RECORDS APPROVED:** ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____*Note: Please write Agreement No. in upper right corner of agreement when drafted..*

Approved: Sage Sangiacomo
Sage Sangiacomo, City Manager



City of Ukiah Fire / EMS 2014 and 2015 Incident Totals



City of Ukiah Fire / EMS 2014 and 2015 Incident Totals



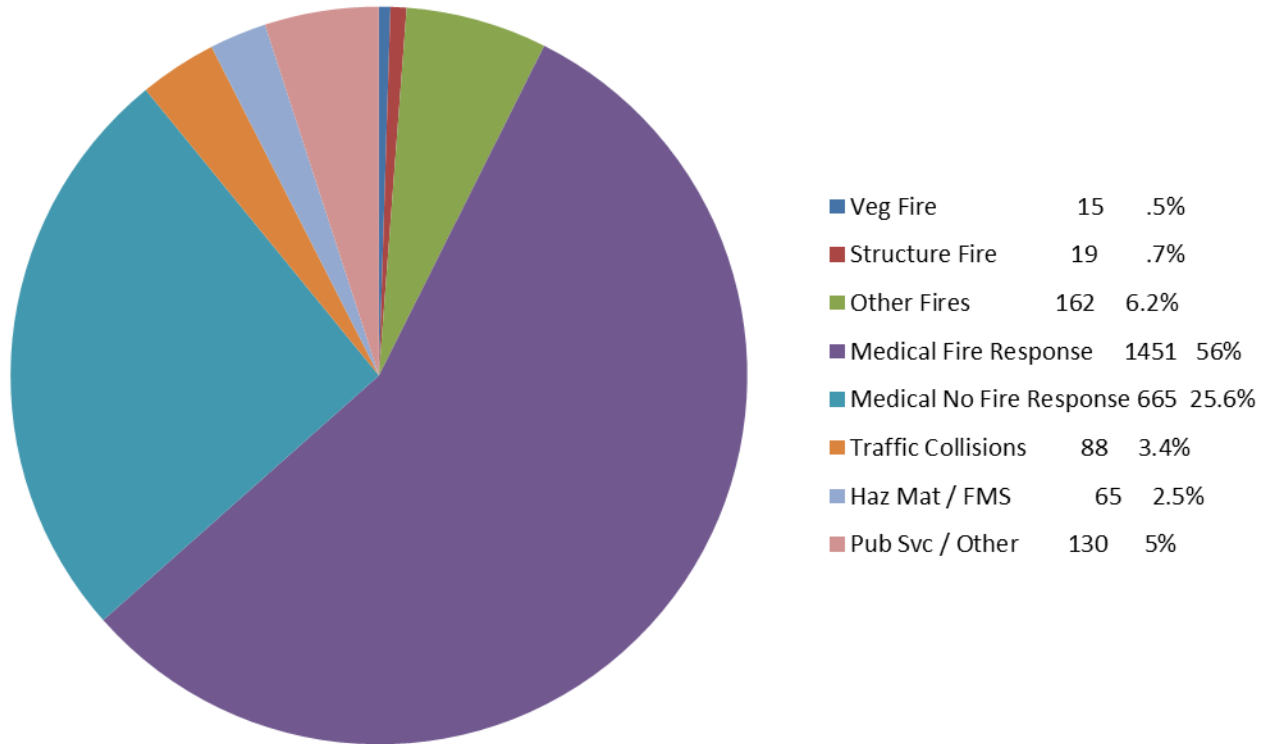
2015

Agency	Veg Fire	Struct. Fire	Other Fires	Medical w/Fire Response	Medical No/Fire Response	Traffic/ Collisions	Haz Mat / FMS	Pub / Svc Other	Mutual Aid	Total
City of Ukiah	15	19	162	1451	665	88	65	130	33	UFD Total 1963 Grand Total 2595
Ukiah Valley Fire Dist.	18	12	150	659	N/A	109	20	60	20	UVFD Grand Total 1048
Ukiah Valley Fire Authority	33	31	312	2110	N/A	197	85	190	53	UVFA Grand Total 3011

2014

[illegible]

2015 Ukiah Fire Incident Totals





Mendocino County Fire Services 2015 Incident Totals



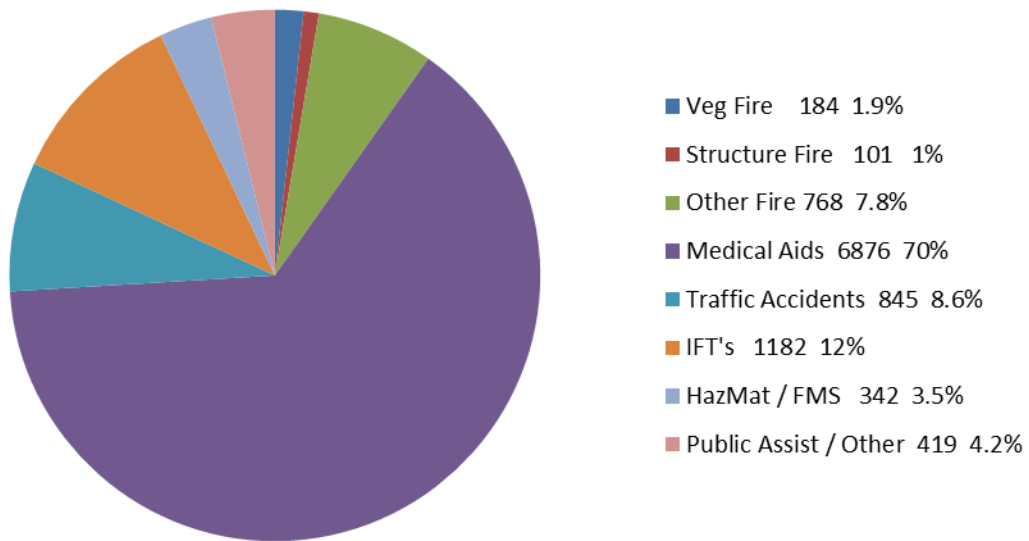
Mendocino County Fire Services 2015 Incident Totals



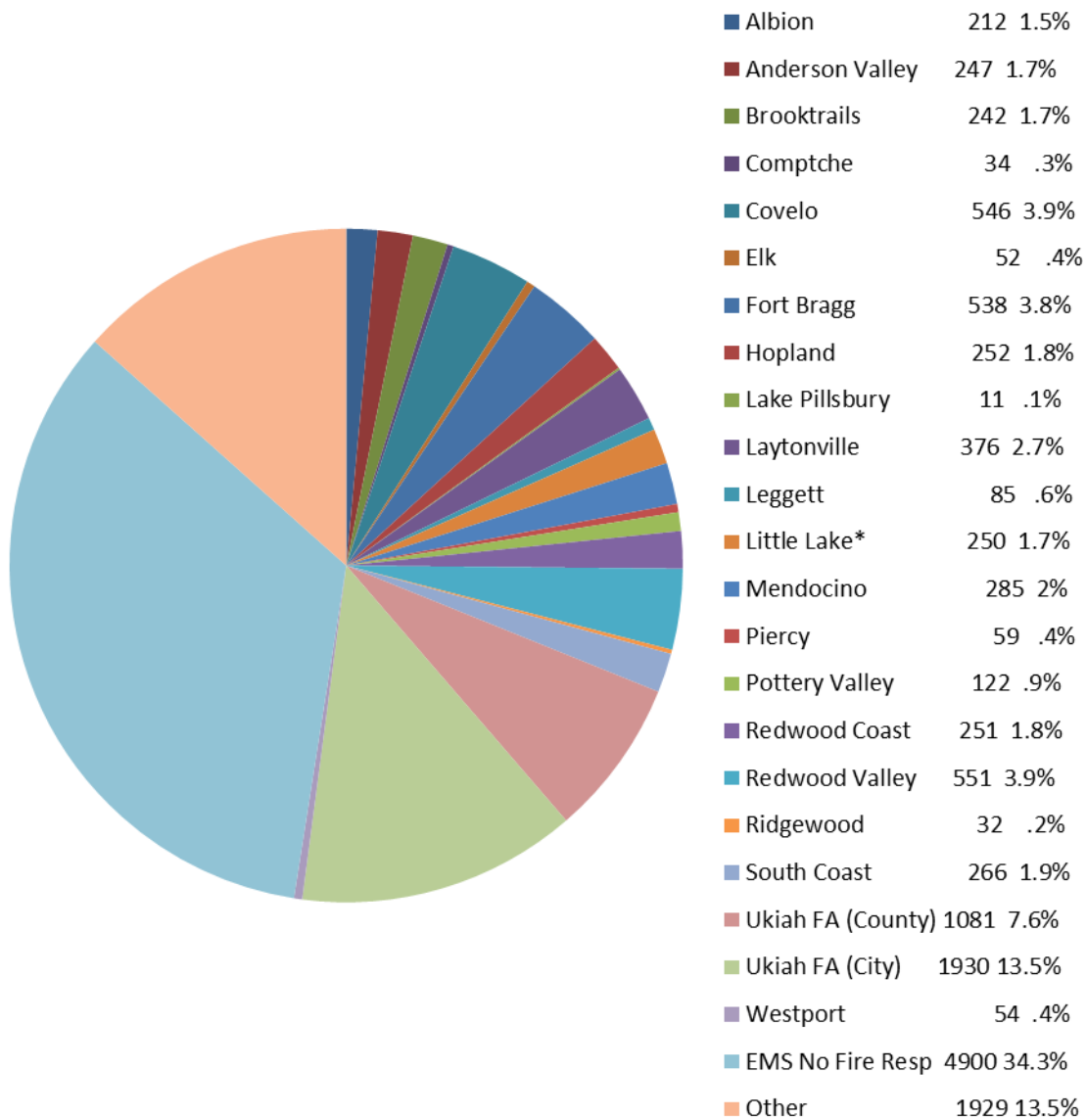
Agency	Veg Fire	Structure Fire	Other Fires	Medical	Traffic/ Collisions	IFT	Haz Mat / FMS	Pub / Svc Other	Mutual Aid	Total
Albion	5 SRA	2	11	137	16		18	16	7	212
Anderson Valley	9 SRA	1	24	130	45		19	7	12	247
Brooktrails	5 SRA	5	18	149	12		20	22	11	242
Comptche	1 SRA		3	13	3		5	2	7	34
Covelo	12 SRA 24 LRA	10	62	400	25		6	7	0	546
Elk	0 SRA	2	0	23	9		7	3	8	52
Fort Bragg	17 SRA 6 LRA	22	130	116	103		86	52	6	538
Hopland	8 SRA 6 LRA	2	31	127	57		4	3	14	252
Laytonville	11 SRA	6	23	229	50		9	14	31	376
Lake Pillsbury	0 FRA	0	0	9	2		0	0	0	11
Leggett	2 SRA	1	6	33	12		2	1	28	85
*Little Lake	12 SRA 2 LRA	4	22	45	140		5	4	16	250
Mendocino	3 SRA	4	20	180	22		26	20	10	285
Piercy	1 SRA	0	3	12	8		1	1	33	59
Potter Valley	2 SRA 0 LRA	1	14	75	15		3	3	9	122
Redwood Coast	2 SRA 2 LRA	3	18	152	24		23	11	16	251
Redwood Valley	8 SRA 7 LRA	5	49	363	55		8	36	20	551
Ridgewood	1 SRA	0	0	23	11		1	5	0	32
South Coast	4 SRA	2	14	170	28		11	17	20	266
Ukiah Fire Authority	4 SRA 29 LRA	31	312	2110	197		85	190	53	3011
Westport	1 SRA	0	8	23	11		3	5	3	54
Anderson Valley Ambulance	1	0	0	137	43	1	1	0	9	192
Fort Bragg Amb	2	3	3	1815	155	277	0	32	12 CSAMB	2299
Medstar/Ukiah Amb	1	19	13	2176	189	904	5	64	AVY 39 CVL 37 LVF 2	3370
Verihealth	1	17	20	2555	375	0	1	1361	44AVY / 20 LVF	4330
M5525	1	6	3	325	18	0	0	6	M5525-9	368

* Little Lake Fire only includes calls handled by the Howard Forest Command Center

2015 Mendocino County Calls



2015 Howard Forest ECC Agency Breakdown



* Little Lake Fire only includes calls handled by the Howard Forest Command Center



ITEM NO.: 3d

MEETING DATE: March 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: RECEIVE AND DISCUSS PRESENTATION FROM THE STAFF OF THE MENDOCINO COUNCIL OF GOVERNMENTS ON "CITY ROAD CONDITIONS AND FUNDING FOR CORRECTIVE MAINTENANCE"

Summary: Council will receive and discuss a presentation on road conditions in the City of Ukiah along with some funding strategies for corrective maintenance.

Background: In April 2015, the City Council created an Ad-Hoc to participate in the Mendocino Council of Governments (MCOG) efforts to determine the feasibility of a sales tax measure for both the City of Ukiah and the unincorporated areas of the County of Mendocino. In an effort to prepare the City Council for the discussion of this topic the City Engineer presented a streets and pavement system overview at the strategic planning session on February 25, 2016.

Discussion: The presentation by MCOG will focus on several aspects of the condition of the City streets and possible strategies for improving the existing conditions. MCOG will also present the results of the polling effort that was put forward on behalf of both the City and the County. This presentation is also scheduled to be presented to the County of Mendocino on March 1, 2016

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

RECOMMENDED ACTION(S): Receive report and provide direction to Staff.

ALTERNATIVES: N/A

Citizens advised: N/A

Requested by: Sage Sangiacomo, City Manager.

Prepared by: Tim Eriksen, Director of Public Works/City Engineer.

Coordinated with: N/A

Presenter: Tim Eriksen, Director of Public Works/City Engineer and MCOG Staff.

Attachments: N/A

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

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

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

Approved: 
Sage Sangiacomo, City Manager



ITEM NO.: 7a

MEETING DATE: March 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZATION TO EXECUTE A RESTATED AND AMENDED LICENSE AGREEMENT BETWEEN THE CITY OF UKIAH AND NEW SINGULAR WIRELESS PCS, LLC FOR THE CIVIC CENTER CELLULAR TOWER AND SUPPORTING STRUCTURES

Summary: The City currently collocates vital public safety and City communication equipment on the existing Cellular Tower at the Ukiah Civic Center. This collocation is with AT&T (formally named New Singular Wireless LLC) who has a license agreement with the City of Ukiah for the Cellular Tower and the fenced site at the base that contains the equipment shelter for the tower. Since early 2015, AT&T has been working on expanding the licensed area to install a new mono-pine cellular tower adjacent to the currently licensed area. In March of 2015, AT&T was issued a use permit for the new tower after a public hearing with the Ukiah Planning Commission. The City has subsequently issued building permits for the new tower construction. In order to proceed with placement and construction of the new tower a Restated and Amended License Agreement with an increase in monthly fees to the City from AT&T will need to be executed. Once the new tower is in place and operable, AT&T will surrender the original tower to the City for its exclusive use.

Background and Discussion: In 2001, the City entered into an agreement with Edge Wireless to construct a cellular tower, fencing of the ground space and the equipment shelter to the rear of the Civic Center near the fire and police wings of the building. This agreement has brought revenue to the City by way of a license agreement where the Cellular Company pays the City on a monthly basis for the use of the ground and allows the City to collocate vital public safety and City communication equipment on the tower and in the related structures. Edge wireless was eventually acquired by AT&T. Upgrades and improvements have been made over the years and management of this site by the City has been increasingly difficult as technology improvements over time have required constant work to be done by the Cellular Companies. The management and monitoring of work being done by the Cellular companies have been difficult and time consuming and at times have interfered with the Public Safety Communications equipment collocated on the tower and in the base shelter. Strict access protocol has been put in place and the License Agreement with AT&T has been updated and modified several times, most recently in 2013 which included the expansion to the license agreement for underground fiber brought to the tower site from Dora Street across the Civic Center Property.

Continued to Page 2.

RECOMMENDED ACTION(S): Authorize the City Manager to execute the Restated and Amended License Agreement with New Singular Wireless PCS, LLC for the cellular tower operations on the Civic Center property.

ALTERNATIVES: Provide Staff with alternate direction.

Citizens advised: N/A

Requested by: Trent Taylor, Support Services Captain.

Prepared by: Trent Taylor, Support Services Captain.

Coordinated with: David Rapport, City Attorney; Sage Sangiacomo, City Manager; and Chris Dewey, Police Chief.

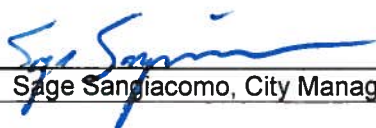
Presenter: Chris Dewey, Police Chief.

Attachment: 1. Draft Restated and Amended License Agreement with New Singular Wireless PCS, LLC

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

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

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

Approved: 
Sage Sangiacomo, City Manager

The existing cellular tower structures capacity appears to be “maxed out” at this time which negates the ability of the Cellular Companies or the City to place additional equipment on the tower should expansion be desirable or necessary in the future.

The Police Department supported this new tower project during the planning phase and the subsequent issuance of a Use Permit by the Planning Commission as it will allow AT&T and City communication equipment on the existing tower to no longer be collocated with the cellular company and will allow room on the existing tower for the City expansion of equipment on the tower for many years into the future if necessary. Additionally, security concerns for the City equipment will be less as the cellular companies will no longer be working around our critical communication equipment on the existing tower. The City would also benefit by having the ability to place additional IT network equipment on the existing tower since City is granted exclusive use and ownership of the existing tower. Additionally, by restating and amending the License Agreement additional revenue will be received by the City and we will proceed into the future with our own communications tower that would be otherwise be predictably cost prohibitive for the City construct.

For the past four months the City Attorney and Police Department Staff have been negotiating the terms of the Restated and Amended License agreement with AT&T which resulted in the final draft version attached as exhibit “A”. The City Attorney has approved the legal structure of the agreement and AT&T has agreed to the monthly cost of the additional licensed ground space to be occupied by the new tower and future annual cost escalators for the existing and expanded licensed premises in addition to a one time administrative fee of \$5000 for cost recovery for the City time spent preparing and negotiating the agreement. The initial term of the agreement is 5 years with an additional option for renewal of 4 additional 5 year terms for a total of 25 years. For the expanded area the City will receive an additional \$423.20 per month above the current monthly fee of \$1,888.40 the City is now receiving under the existing agreement. The annual escalator of all fees received for the life of the agreement is 5% per year. Staff feels that the ongoing license costs to AT&T and the length of term of the agreement are in line with current market trends based on our research of the market.

Fiscal Impact:

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

RESTATED AND AMENDED LICENSE AGREEMENT
BETWEEN
CITY OF UKIAH
AND
NEW CINGULAR WIRELESS PCS, LLC

THIS RESTATED AND AMENDED LICENSE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (“**Effective Date**”), is entered in Ukiah, California, by and between the City of Ukiah (“**City**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“**Licensee**”). City and Licensee may be referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS:

A. City owns that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 300 Seminary Avenue, in the City of Ukiah, County of Mendocino, State of California (collectively, the “**Property**”). Licensee desires to use a portion of the Property in connection with its federally licensed communications business. City desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement.

B. City and Licensee’s predecessor-in-interest, Edge Wireless, LLC, an Oregon limited liability company (“**Edge**”), entered into that certain License Agreement dated July 17, 2001, as amended by the First Amendment to License Agreement dated June 13, 2005 (collectively, the “**Original Agreement**”), whereby City licensed to Edge (i) a portion of the Property comprising approximately two hundred ninety-two (292) square feet (“**Premises A**”) as more particularly described and/or depicted in **Exhibit 2**, and (ii) and a separate area comprising approximately six hundred twenty (620) square feet upon which an equipment shelter (“**Equipment Shelter Area**”) has been installed, and which area forms a portion of Premises B (as defined in Section 1 below).

C. Licensee succeeded to all of the right, title and interest of Edge in and to the Original Agreement.

D. City and Licensee further amended the Original Agreement pursuant to that certain Second Amendment to License Agreement dated as of May 21, 2013 (“**Second Amendment**”).

E. The Original Agreement as amended by the Second Amendment are hereinafter collectively referred to as the “**Existing Agreement**”.

F. The Parties now wish to amend and restate in their entirety all of the terms, covenants and conditions of the Existing Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the above-recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee now amend and restate the Existing Agreement in its entirety, and agree as follows:

1. License, Construction of New Tower, Surrender of Premises A & Transfer of Existing Tower.

(a) License. Subject to the terms and conditions set forth in this Agreement, City grants to Licensee the following:

(i) a non-exclusive license coupled with an interest to Premises A;
(ii) a non-exclusive license coupled with an interest to those portions of the Property as follows:

(A) the Equipment Shelter Area;
(B) an area comprising approximately Two Thousand One Hundred Sixteen (2,116) square feet for Licensee's installation of a new communications tower ("**New Tower Area**");

(C) an additional five feet (5') on either side of a centerline for a distance of approximately three hundred thirty-four feet (334') [comprising approximately Three Thousand Three Hundred Thirty-Five (3,335) square feet] (the "**Underground Conduit Area**"), all as more completely described or depicted on attached **Exhibit 3**. (The Equipment Shelter Area, the New Tower Area and the Underground Conduit Area are collectively referred to herein as "Premises B"); and

(iii) a non-exclusive license over the Property for access to the Premises (as defined below) from the nearest public right-of-way, subject to the terms and conditions set forth in this Agreement. Premises A and Premise B are hereinafter sometimes collectively referred to as the "**Premises**".

(b) Testing of Premises B. Prior to commencing the use of Premises B and during the Term, Licensee and its agents, engineers, surveyors and other representatives will have the right, but not the obligation, to enter upon Premises B to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of Premises B (collectively the "**Tests**") subject to limitations set forth herein, and otherwise to do those things on Premises B that, in the opinion of Licensee, are necessary to determine the physical condition of Premises B, the environmental history of Premises B, City's title to Premises B, and the feasibility or suitability of Premises B for Licensee's permitted uses, all at Licensee's expense. In conducting any Tests or other activity pursuant to this Section 1(b), Licensee shall not interfere with the regular business of the City conducted in or around Premises B. Licensee shall consult with City on the Tests or other activities it plans to undertake and schedule and conduct those activities only as approved by City. Licensee shall notify the City in writing whether the Premises is suitable for the permitted uses within 120 days following the Effective Date. If Licensee determines that the Premises are not suitable for the permitted uses, it

shall restore the Premises to the condition it was in before Licensee performed Tests or other activity to make the determination and this Agreement shall terminate when Licensee has restored the Premises to its previous condition to the approval of City which shall not be unreasonably withheld or delayed.

(c) Construction of New Tower. Following the Effective Date and Licensee's determination that Premises B is suitable for the permitted uses, Licensee shall construct a new monopine or other antenna structure ("**New Tower**") in the New Tower Area of Premises B for the transmission and reception of communications signals in accordance with the plans and specifications attached hereto as **Exhibit 4**. City and Licensee agree that any portion of the Licensee's Facilities (as defined in Section 2 below) that may be conceptually described on **Exhibit 4** will not be deemed to limit Licensee's permitted uses set forth herein. If **Exhibit 4** includes drawings of the initial installation of the Licensee's Facilities in Premises B, City's execution of this Agreement will signify City's approval of **Exhibit 4**. Licensee shall not commence the construction of the New Tower ("**New Tower Work**") until it has been issued any permits required for the New Tower Work, including, but not limited to, a building permit to Licensee following Licensee's application for same. All New Tower Work shall be performed in accordance with the terms and conditions set forth in Section 8 below. Portions of the New Tower Area in reasonable proximity of the New Tower may be used by the City in a reasonable manner by the City for the parking of vehicles, access to City buildings on the Property, landscaping and any other municipal uses, provided that such uses shall not materially and adversely interfere with Licensee's use of the New Tower, the Underground Conduit Area or the access rights of Licensee and its sublicensees to any other portion of Premises B.

(d) Removal of Antennas and Equipment from Existing Tower. Within thirty (30) days following the last to occur of (i) the completion of the New Tower Work, (ii) the commencement of on-air operations of Licensee's Facilities installed upon the New Tower in Premises B, and (iii) the commencement of on-air operations of Licensee's existing sublicensee, California Rural Service Area #1, Inc., a California corporation ("**U.S. Cellular**"), communications facility ("**U.S. Cellular Facilities**") in Premises B, Licensee shall commence and diligently prosecute to completion the removal of all portions of the Licensee's Facilities and the U.S. Cellular Facilities located on its existing lattice tower ("**Existing Tower**") located in Premises A. Licensee shall promptly cause the repair of any damage to the Existing Tower caused by the removal of the Licensee's Facilities or the U.S. Cellular Facilities at its sole cost.

(e) Surrender of Premises A & Transfer of Existing Tower. Upon completion of the removal of all portions of the Licensee's Facilities located on the Existing Tower and all portions of the U.S. Cellular Facilities located on the Existing Tower pursuant to Section 1(d) above, as reasonably determined by City in consultation with Licensee, Licensee shall promptly surrender possession of Premises A to City in its "as is, where is" condition, and City shall accept such surrender, and thereafter, Licensee shall have no further rights to, or obligation or liability arising from or in connection with Premises A. Such surrender of possession of Premises A by Licensee shall not effect in any manner the licensing of Premises B by City to Licensee pursuant to this Agreement, or any of the other terms and conditions of this Agreement. Additionally, upon

Licensee's surrender of possession of Premises A, ownership of the Existing Tower shall automatically transfer from Licensee to City in its "as is, where-is" condition, and without warranty express or implied, and without the necessity of a further writing exchanged between City and Licensee. Thereafter, Licensee shall have no further rights to, or obligation or liability arising from or in connection with the Existing Tower. Notwithstanding anything to the contrary set forth in this Section 1(e), in the event that this Agreement is terminated prior to the transfer of ownership of the Existing Tower as a result of a casualty event which has resulted in substantial damage to, or total destruction of the Existing Tower, then City shall have no right to elect to take ownership of the Existing Tower.

2. Use of Premises.

(a) Use of Premises. Subject to the terms and conditions of Section 1 above, Licensee may use the Premises solely for the purpose of (i) operating the Existing Tower, antennas, equipment shelter, and related equipment (collectively, "**Licensee's Facilities**") in their current location, and (ii) installing and operating the New Tower and Licensee's Facilities in their locations as generally depicted in **Exhibit 4**, for the transmission and receipt of radio-telephone and other electrical signals for PCS/cellular telephone service under the FCC authorization issued to Licensee in a manner that does not interfere with City's use of the Existing Tower for its communications facilities that are operated by City in compliance with Laws (as defined below). Subject to the terms and conditions of this Agreement, Licensee shall have a right of access to the Premises that includes the placement of utility facilities underground to service the Premises in accordance with an encroachment permit issued by the City to Licensee at no additional cost, other than generally applicable fees or charges associated with such permits or other entitlements required by law, including City ordinances and resolutions. Licensee shall not locate any other antennas on the Existing Tower or related equipment on Premises A used by any other person or entity or for any other purpose without the consent and agreement of the City. Licensee shall comply with all applicable federal, state, and local laws, orders, rules and regulations (collectively, "**Laws**"), applicable to Licensee's use of the Licensee's Facilities on the Property. City agrees to comply with all Laws.

(b) The City shall have the right to approve the design and construction of any new facilities on the Premises, including the construction or relocation of the Existing Tower. Subject to the terms and conditions set forth in Section 1 above, which among matters, set forth the terms and conditions under which Licensee transfers all its right, title and interest in the Existing Tower to the City, Licensee shall remain the owner of the Existing Tower, the New Tower, its equipment shelter, and its equipment installed on the Existing Tower and on the New Tower or inside the Equipment Shelter. The City is granted a license by Licensee to use one rack inside Licensee's equipment shelter in the Equipment Shelter Area. The foregoing right is personal to the City and may not be transferred to or shared with any other party. Upon termination of this Agreement by Licensee (other than as a result of a material breach by City) or if Licensee provides notice that it will not exercise any of its options to renew this License, the New Tower and the equipment shelter in the Equipment Shelter Area shall become the property of the City in "as is, where is" condition, provided, however, that the Licensee Facilities shall remain the property of Licensee. If the City

terminates this License (other than as a result of a default by Licensee), the New Tower and the equipment shelter shall remain the property of Licensee.

3. Term of License Agreement.

(a) The initial term of this Agreement shall commence upon the Effective Date and shall expire five (5) years thereafter (the "**Initial Term**").

(b) Option to Renew. Licensee shall have the option to renew this Agreement for up to four (4) additional terms of five (5) years each (each additional five (5) year term is hereinafter referred to as an "**Extension Term**"), upon a continuation of all the same provisions hereof. Each option to extend this Agreement shall be automatically exercised by Licensee or its successors, unless written notice is sent by certified mail, addressed to the City at the address shown in Section 21 below, three (3) months prior to the expiration of the Initial Term or the applicable Extension Term, as the case may be. The Initial Term, and any Extension Terms exercised, shall hereinafter collectively be referred to as the "**Term**".

4. Termination. Licensee shall have the right to terminate this Agreement or any extension thereof at any time upon giving the City sixty (60) days' written notice. If this Agreement is terminated, all antennas and equipment belonging to and installed by Licensee shall remain the property of the Licensee. The New Tower and the Existing Tower, equipment shelter and City owned antennas and equipment shall remain the property of the City provided, however, that if this Agreement is terminated by Licensee due to an uncured default by City, then at Licensee's option, Licensee may elect to remove the New Tower and seek reimbursement from City for all costs of removal including transport of the New Tower or leave the New Tower in place in "as is, where is" condition, in which case City shall reimburse Licensee for Licensee's unamortized cost of the New Tower. Upon the termination of this Agreement, Licensee shall have one hundred twenty (120) days to remove its antennas and equipment from the New Tower and shelter. In removing its antennas and equipment from the Premises, Licensee shall not cause a public or private nuisance or otherwise materially and adversely interfere with City's use of the Existing Tower or City's antennas and related facilities. Licensee shall indemnify and hold City harmless from any cost, damage, or liability arising from any material and adverse interference to City's use of the Existing Tower or City's antennas and related facilities caused by Licensee or its officers, agents, employees or contractors during such removal, except to the extent attributable to the negligent or willful act or omission of City, its employees, agents or independent contractors. Following City's compliance with applicable written notice and time periods pertaining to City belief that Licensee's antennas and equipment have been abandoned, any equipment remaining on Premises B after the later of one hundred twenty (120) days following the expiration or earlier termination of this Agreement and the date following the time period that Licensee must respond to the City's written notice of belief of abandoned property, thereafter, become the property of the City, which it may use or dispose of as it sees fit. Licensee shall pay any costs to dispose of the antennas or equipment, if the City elects to dispose of it. Any such costs shall be reduced by the amount, if any, received by the City for the sale of same.

5. License Fee & Administrative Fee.

(a) Initial License Fee. Commencing on the first (1st) day of the month following the Effective Date (“**License Fee Commencement Date**”), Licensee shall pay a license fee (“**License Fee**”) in the amount of Two Thousand Three Hundred Eleven and 60/100 Dollars (\$2,311.60) per month, which shall be due on the first day of each calendar month following the Effective Date during the Term. The License Fee shall be payable to the City of Ukiah and must be received by the City Finance Department located at 300 Seminary Ave., Ukiah, CA 95482, by 4 p.m. PST on the first day of each month. License Fees not received by the tenth (10th) day following that date and time shall be considered delinquent. Delinquent License Fees shall be subject to a late fee of One Hundred Dollars (\$100) and interest on the unpaid balance, including unpaid late fees, until paid in full, at the rate of Ten Percent (10%) per annum or the maximum rate of interest allowed by law, whichever is less. Notwithstanding the foregoing, City hereby grants to Licensee a one-time grace period of forty-five (45) days following the License Fee Commencement Date to forward the initial payment of the License Fee to City.

(b) [Intentionally omitted]

(c) Annual License Fee Increase. On every one (1) year anniversary of the License Fee Commencement Date, the monthly License Fee shall be increased by Five Percent (5%) over the monthly License Fee paid during the previous year.

(d) One-Time Administrative Fee. Within forty-five (45) days following the Effective Date, Licensee shall pay to City a one-time administrative fee of Five Thousand and No/100 Dollars (\$5,000.00) in connection with City’s review and execution of this Agreement.

(e) Possession of Premises. Licensee shall not be entitled to take possession of Premises B (other than the Equipment Shelter Area) and commence work to construct the New Tower unless Licensee has paid all fees then due.

6. Utilities. Licensee shall solely and independently be responsible for all costs of providing utilities including the separate metering, billing, and payment of utility services consumed by Licensee’s operations to (i) Premises B and (ii) Premises A, provided, however, that Licensee’s responsibility for utilities serving Premises A shall end immediately when the Existing Tower on Premises A is transferred from Licensee to the City.

7. Property Taxes.

(a) Licensee shall pay the personal property taxes levied against the Licensee's Facilities and the real estate taxes levied against the land underlying Premises A until the date that Licensee surrenders possession of Premises A to the City pursuant to Section 1(e) above, if any, and the real estate taxes levied against the land underlying Premises B, if any. If the classification of the land for tax purposes changes as a result of Licensee's commercial use, then Licensee shall be responsible for increases attributable to such commercial use.

(b) The Premises is exempt from real and personal property taxes as City owned property. Licensee shall be solely responsible for any personal property or possessory interest taxes resulting from its use of the license of the Premises during this Agreement.

8. Maintenance and Repairs and Related Access.

(a) Subject to the procedures and the payment of costs as further set forth in this Section 8, Licensee shall maintain Licensee's Facilities (the New Tower, Licensee's Facilities serving the New Tower, Licensee's equipment installed on the New Tower, Licensee's equipment shelter and Licensee's equipment in the equipment shelter) in good repair and working order, shall prevent the Licensee's Facilities from deteriorating and shall promptly make repairs to the Licensee's Facilities, when necessary to maintain them in good repair and working order, and may at its own expense alter or modify the Licensee's Facilities to suit its needs consistent with the intended use of the Premises and provided, such modifications do not interfere with the City's communication facilities located on the Existing Tower, nor with the City's use of Premises A and surrounding property. Licensee shall not be responsible for maintenance of the City's communication facilities located on Premises A, except any such repairs made necessary by Licensee's activities on the Premises.

(b) Not less than seventy-two (72) hours before commencing any work on the Premises or on any other City property, whether Licensee uses its own employees or independent contractors or is authorizing a sublicensee to commence any work on the Premises, Licensee shall:

(i) Provide City with written notice of the name and contact information for the Licensee's employee authorized to request access to the Premises on behalf of Licensee. All requests for access to the Premises must come from an employee of Licensee, and the City reserves the right in City's discretion to deny access to the Premises from a vendor or contractor of Licensee until and unless a written request for access is provided from an employee of Licensee. The City and the City's Police Department shall provide Licensee with the name and email address of the designated official to grant requests for access at the beginning of each year or any time there is a change in the designated official.

(ii) File with the City's Police Department a detailed description of the location where the work will be performed, the specifications for the work, the name, contact

information and scope of work to be performed by each subcontractor, number of people requiring access to the Premises with their names, phone numbers and company information, and a schedule for commencing and completing the work.

(iii) Receive approval from the City's Police Department for the work and the schedule;

(iv) Apply for and obtain any building or other applicable permits required by the Ukiah City Code, including building permits, site development or use permits and encroachment permits;

(v) Deposit with the City money to cover the City's costs in reviewing and approving the work plan and in supervising and inspecting the work or the work areas. The amount of the deposit shall be determined by the City's Police Department based on the City's estimate of the time required of City employees multiplied by an hourly rate for the employees' time to include cost of salaries, benefits and associated overhead, and any other expenses incurred by City in performing these services. Within thirty (30) days after Licensee's receipt of written notice and invoice from City of the actual cost of such service, accompanied by reasonable substantiation of any such cost and expense, any portion of the deposit that exceeds the actual cost shall be refunded to Licensee. Within that same thirty (30) day period, Licensee shall pay City any portion of the actual cost that exceeds the amount of the deposit.

(vi) Those accessing the Premises to perform work must check in at the pre-arranged time at the front counter of the City's Police Department and have with them the necessary codes and keys to access the Premises. They must have in their possession and produce upon demand verifiable identification and proof of employment with the company that has been granted pre-arranged access.

(vii) In the event emergency access is needed for equipment failure or malfunction those needing access must come to the City's Police Department Night Entrance and gain approval for access from the on-duty Police Watch Commander and be prepared to demonstrate identity as stated in Section 8(b)(vi) above.

(viii) Access for regular equipment maintenance or inspection may be granted to specific persons by presenting an annual schedule in advance at the beginning of each calendar year to the Ukiah Police Department for consideration and approval.

(ix) All access, any time, regardless of the reason, by each person and company accessing the Premises must be legibly logged in with each person's name, company name, valid contact information and the date, time and reason for access in the Licensee's log book stored in the tower shelter. The log book shall remain in the tower shelter and not be removed without prior approval of the City's Police Department.

(x) In addition to any other remedies available to the City to enforce the

requirements of this Agreement, failure to comply with any of the above listed access requirements may be cause for the City's Police Department to deny future access to Licensee's vendor which violates these procedures or to remove from the Premises or arrest those persons who the City's Police Department have probable cause to believe to be trespassing on the City's Property.

9. Non-Interference.

(a) Licensee agrees to install equipment of types and frequencies which will not cause interference to the communications equipment of the City. In the event Licensee's equipment causes such interference, Licensee shall cooperate with City in determining the source and will immediately take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within forty-eight (48) hours after receipt of notice from City to Licensee of the existence of such interference and City has determined Licensee's equipment to be the source of said interference, Licensee shall discontinue use of the equipment creating said interference. Licensee shall shut down the interfering equipment except for intermittent operation for the purpose of testing after performing any maintenance, repair, modification, replacement or other action for the purpose of correcting such interference. If such interference is not corrected within thirty (30) days after receipt of the aforesaid notice, Licensee shall remove the interfering equipment from the Premises. In the event that the cause of such interference cannot be pinpointed to a particular piece of equipment or system, Licensee shall disconnect the electric power and shut down all of its equipment until such time as the interference problem is corrected. If such interference is not corrected within thirty (30) days after receipt of the aforesaid notice, Licensee shall remove its equipment from the Premises within an additional ten (10) day period. The Agreement shall then terminate without further obligations then owing or past-due and except as may otherwise be specifically enumerated herein. City shall not be liable to Licensee for any interruption of service of Licensee or for interference with the operation of Licensee's equipment.

(b) Notwithstanding the foregoing, in the event that said interference interferes with City's own equipment and in City's sole judgment, said interference jeopardizes the safe operation of City's operations, Licensee will be responsible for eliminating the interference within twenty-four (24) hours, upon becoming aware of such interference. City reserves the right to disconnect power to the interfering equipment if Licensee is unable to eliminate said interference within twenty-four (24) hours of said notification.

(c) Licensee has satisfied itself and hereby represents and warrants to City that no such interference shall result to the currently existing systems of City. Licensee agrees to indemnify, hold harmless and defend City against any claim or damage, including reasonable attorney's fees, arising out of such interference. These obligations shall extend to any additional or different communications equipment installed by City on the Existing Tower after the Effective Date, provided that City shall give at least sixty (60) days' advance written notice to Licensee of City's plans for adding any such equipment, and a reasonable opportunity thereafter for Licensee to meet and confer with City before adding such equipment, If Licensee reasonably

identifies that such new equipment could create interference with Licensee's Facilities, then City and Licensee shall use reasonable efforts to develop solutions which would resolve or minimize such interference, provided, however, that the parties acknowledge that if City and Licensee are unable to develop solutions after reasonable efforts to do so, that City's need to add equipment related to police and/or emergency response capability on the Existing Tower shall be paramount whether or not the City's equipment causes interference with Licensee's Facilities.

(d) Licensee shall be responsible for performing all engineering studies to ensure that the placement of its equipment at the Premises will not cause interference with any existing equipment or equipment the parties contemplate the City to install on the Existing Tower or which uses or relies upon those facilities.

(e) If any future equipment installed by Licensee or its sub-licensees interferes with the City's communications, the City's needs shall prevail over any conflicting needs of Licensee or its sub-licensees and they shall be required to modify or remove their interfering equipment.

(f) Licensee shall not use the Premises in any other way which interferes with the use of Premises A by City, the provision of services to City's customers, or the use of the Premises by other tenants or licensees of City. Similarly, except as otherwise specifically provided in this Section 9, City shall not use, nor shall City permit its tenants, licensees, employees, invitees or agents to use any portion of City's real property in any way which unreasonably interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering party who shall, upon written notice from the other party, be responsible for terminating such interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party's exclusive remedy shall be the right to bring an action to enjoin such interference and/or to terminate this Agreement.

10. Mutual Indemnification.

(a) Licensee shall indemnify, defend and hold City harmless from and against any claim, law suit, judgment, loss, damage, cost or injury caused by, or on behalf of, or through the fault of Licensee, or its contractors, subcontractors, or sub-licensees, or in any way directly resulting from the presence of Licensee, or its contractors, subcontractors or sub-licensees upon City's lands, including the Premises, or any associated easements. As used in this Section 10(a), "City" includes its officers and employees.

(b) City shall indemnify and hold Licensee harmless from and against any loss, damage, cost or injury caused by, or on behalf of, or through the fault of the City. Nothing in this Section 10 shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

11. Insurance. Licensee shall, at all times during the Term of this Agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and

maintain the required insurance may result in the termination of this Agreement at City's option. If Licensee fails to procure and maintain the insurance described below, Licensee shall be in material breach of this Agreement. In case of breach, City, at its election, shall have the right to terminate the Agreement or to procure and maintain, at Licensee's expense, substitute insurance with right of offset against any money due Licensee.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

(i) Insurance Services Office ("ISO") Commercial General Liability Coverage Form No. CG 00 01.

(ii) ISO Form No. CA 0001 covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.

(iii) Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

(b) Limits of Insurance. Licensee shall maintain limits of:

(i) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, 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.

(ii) Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.

(iii) 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.

(c) Self-Insured Retentions. Self-insured retentions must be declared to the City.

(d) Other Insurance Provisions. The required policies are to contain, or be endorsed to contain, the following provisions:

(i) General Liability and Automobile Liability Coverages

(A) The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects; liability arising out of activities performed by or on behalf of the Licensee, products and completed operations of the Licensee, premises owned, occupied or used by the Licensee, or automobiles owned, hired or borrowed by the Licensee. The coverage shall contain no special limitations on the scope-of-protection afforded to the City,

its officers, officials, employees or volunteers except shall not apply to sole negligence of additional insureds.

(B) The Licensee'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 excess of the Licensee'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 Licensee'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.

(E) 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 Licensee's activities pursuant to this Agreement.

(ii) All Coverages. Licensee shall provide at least thirty (30) days' advanced written notice to City of any cancellation or non-renewal of any required coverage that is not replaced.

(e) Acceptability of Insurers. Insurance is to be placed with eligible California insurers with an A.M. Best's rating of no less than A-VII for financial strength.

(f) Verification of Coverage. Licensee 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 ACCORD forms. All Certificates and Endorsements are to be received and approved by the City before the License Fee Commencement Date.

(g) Subcontractors. If Licensee uses contractors or subcontractors in its maintenance, repair, replacement, upgrading or other work on the Premises, it shall require reasonable and prudent coverage and limits from any of its subcontractors doing work hereunder.

(h) Property Loss. Licensors shall not be liable for any loss or damage to Licensee's property to the extent of the indemnification herein.

Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverage required above. In the event Licensee elects to self-insure its obligation to include Licensors as an

additional insured, the following provisions shall apply:

Additional Insured status:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensor, its employees, agents or independent contractors; and

(iii) shall not exceed Licensee's indemnification obligation under this Agreement, if any.

Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like. Licensee shall notify Licensor about the disposition of all claims by Licensee's insurance carrier and shall provide Licensor with any information reasonably requested by Licensor concerning the Licensee's insurance carrier's response to the claim.

12. Opportunity to Cure Non-Monetary Defaults. Except as otherwise provided in Section 9, Non-Interference, above, if City or Licensee fails to comply with any non-monetary provision of this Agreement which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

13. Transferability of Licensee's Interest.

(a) Licensee's interest under this Agreement may only be assigned in connection with the transfer of Licensee's FCC authorization to operate a communications facility at the Property and with the City's prior written consent, which consent shall not be unreasonably withheld.

(b) Notwithstanding the foregoing, Licensee shall have the right to assign, sell or transfer ("**Transfer**") its interest under this Agreement upon not less than thirty (30) days prior notice to City (but without the necessity of approval or consent of City), only to (i) any Affiliate

of Licensee, or (ii) in connection with the sale of substantially all of Licensee's assets in the FCC market area where the Premises are located, provided that any such Transfer shall not relieve Licensee from legal responsibility and liability for the performance of and full compliance with the terms of this Agreement. For the purposes of this Agreement, "Affiliate" shall mean any person or entity that controls, is controlled by, or is under common control with Licensee and possesses a net worth of at least Ten Million Dollars (\$10,000,000). "Control" of a person or entity means the power to direct the management or policies of that person or entity, whether through the ownership of voting securities, membership or partnership interests. Additionally, Licensee shall have the right to sublicense the use of Licensee's Facilities only to any Affiliate of Licensee upon not less than thirty (30) days prior notice to City (but without the necessity of approval or consent of City).

14. Sublicensing. With respect to any sublicensing of the New Tower, equipment shelter and ground space to any party other than an Affiliate of Licensee, upon giving City fourteen (14) days' prior written notice, and with the City's consent, which consent shall not be unreasonably withheld, Licensee may sublicense the use of the New Tower, equipment shelter, and/or ground space upon Premises B to other co-locators. In furtherance of such sublicenses, if the co-locator may require additional ground space from the City, then the City may make such additional ground space available on a "space available" basis pursuant to terms and conditions which are consistent with the terms and conditions of this Agreement. Additionally, except for any sublicense to any Affiliate of Licensee, Licensor shall be entitled to receive a fee from Licensee equal to fifty percent (50%) of the license fees, late fees and interest actually received from any such sub-licensee. Payment to City by Licensee of the City's fifty percent (50%) share of such sublicense fees shall be due ten (10) days after Licensee's actual receipt of the payment of the sublicense fee from the applicable sub-licensee. Prior to the commencement date under any sublicense agreement for which the consent of City is required hereunder, Licensee shall provide City with a copy of the sublicense agreement and with notice of the date when fees are due and of the late fees and interest, if any, which are due for delinquent payments. U.S. Cellular is a current sub-licensee of Licensee, and Licensee shall pay to City Fifty Percent (50%) of the total monthly sublicense fee that U.S. Cellular pays to Licensee following Licensee's receipt of such payment. As of the Effective Date, the total monthly sublicense fee that U.S. Cellular pays to Licensee is One Thousand Three Hundred Twenty and No/100 Dollars (\$1,320.00) per month, of which, Licensee shall pay Six Hundred Sixty and No/100 Dollars (\$660.00) per month to City following Licensee's receipt of the total monthly sublicense fee from U.S. Cellular.

15. Execution of Other Instruments. City agrees to execute, acknowledge, and deliver to Licensee other instruments respecting the Premises, as Licensee or Licensee's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Licensee's rights and privileges herein established. Such instruments may include a memorandum of License Agreement which may be recorded in the county land records. City also agrees to reasonably cooperate with Licensee's efforts to obtain all private and public consents related to Licensee's use of the Premises, as long as City is not expected to bear the financial burden of any such efforts.

16. Quiet Enjoyment. City covenants that Licensee shall have quiet and peaceable possession of the Premises throughout the Term as the same may be extended, and that City will not intentionally disturb Licensee's enjoyment thereof as long as Licensee is not in default under this Agreement.

17. Subordination. Licensee agrees to subordinate this Agreement to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall ensure to Licensee the right to possession of the Premises and other rights granted to Licensee herein so long as Licensee is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Licensee. If requested by Licensee, City agrees to use City's best efforts to assist Licensee in obtaining from any holder of a security interest in the land underlying the Premises a non-disturbance agreement or attornment agreement in form reasonably satisfactory to Licensee.

18. Binding Effect. All of the covenants, conditions, and provisions of this License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter including, but not limited to all of the terms, covenants and conditions of the Existing Agreement.

20. Modifications. This Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

21. Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to City: City of Ukiah
Attention: City Manager
300 Seminary Road
Ukiah, CA 95482

With copy to: Ukiah City Attorney
David J. Rapport, Esq.
Rapport & Marston
405 W. Perkins Street
Ukiah, CA. 95482

If to Licensee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site No.: CNU0915
Search Ring Name: Ukiah DT Police
Cell Site Name: Ukiah DT Police (CA)
Fixed Asset No: 10129956
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to AT&T Legal Department:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept. – Network Operations
Re: Cell Site No.: CNU0915
Search Ring Name: Ukiah DT Police
Cell Site Name: Ukiah DT Police (CA)
Fixed Asset No: 10129956
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the AT&T Legal Department or to the City Attorney is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

22. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to City and Licensee, City agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

23. Memorandum of License. Either party will, at any time upon receipt of fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License substantially in the form of **Exhibit 5**. Either party may record this memorandum at any time, in its absolute discretion.

24. [Intentionally omitted.]

25. Force Majeure. Neither City nor Licensee shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, lightning, earthquake, elements of nature or acts of God, riots, labor disputes, delays in transportation, unavoidable casualty, inclement weather conditions, acts of public utilities, public bodies or inspectors, any delay or impediment caused by the other Party or a party under the direct control or supervision of such other Party, the acts or omissions of the other Party or any party under the direct control or supervision of such other Party, or any other cause beyond the reasonable control of such Party; provided, however, that the non-performing Party is without material fault in causing such default or delay (collectively, a “**Event of Force Majeure**”). In the event of an Event of Force Majeure, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its commercially reasonable efforts to resume performance.

26. Incorporation of Recitals. Recitals A through F are an integral part of this Agreement, and these Recitals are incorporated in this Agreement by reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement as of the Effective Date.

“City”

City of Ukiah

By: _____
Name: _____
Its: _____
Date: _____, 2016

“Licensee”

New Cingular Wireless, PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Its: _____
Date: _____, 2016

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING TWO (2) PAGES]

CITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LICENSEE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

DESCRIPTION OF PROPERTY

Page 1 of 1

The "Property" is legally described as follows:

The land referred to herein is situated in the State of California, County of Mendocino, City of Ukiah and described as follows:

Parcel One: (APN 2-255-02)

Commencing at the Southeast corner of Clay and Dora Streets in said Ukiah City and running thence Easterly along the south line of Clay Street one hundred and fifty (150) feet; thence at right angles Southerly two hundred and fifty (250) feet; thence at right angles Westerly and parallel with Clay Street one hundred and fifty (150) feet to Dora Street and thence Northerly and along the East line of Dora Street two hundred and fifty (250) feet to the point of beginning.

Parcel Two: (APN 2-255-03)

Beginning at the intersection of the Southerly line of Clay Street and the Easterly line of Dora Street; thence Easterly along the Southerly line of Clay Street 761.60 feet to the Westerly line of Oak Street; thence Southerly along said Westerly line of Oak Street 456.5 feet to the Northerly line of the North half of Jones Addition, the map of which was filed June 11, 1909 in Map Case 1, Drawer 3, Page 36, Mendocino County Records; thence Westerly along said Northerly line 728 feet to the Easterly line of Dora Street; thence Northerly along said Easterly line 445 feet to the point of beginning.

Excepting therefrom the following:

Commencing at the Southeast corner of Clay and Dora Streets in said Ukiah City and running thence Easterly along the South line of Clay Street one hundred and fifty (150) feet; thence at right angles Southerly two hundred and fifty (250) feet; thence at right angles Westerly and parallel with Clay Street one hundred and fifty (150) feet to Dora Street and thence Northerly and along the East line of Dora Street two hundred and fifty (250) feet to the point of beginning.

APN: 002-255-02 & 03

EXHIBIT 2

DEPICTION OF PREMISES A

Page 1 of 2

[Depiction of Premises A Appears on Following One (1) Page]

DRAFT

EXHIBIT 3

DEPICTION OF PREMISES B

Page 1 of 3

[Depiction of Premises B Appears on Following Two (2) Pages]

DRAFT

EXHIBIT 4

DESCRIPTION OF LICENSEE'S FACILITIES & NEW TOWER

Page 1 of 13

[Plan Set Dated November 14, 2014, Prepared by Peek Site-Com, Inc.,
Consisting of Twelve (12) Pages, Appears on Following Pages]

DRAFT

EXHIBIT 5

MEMORANDUM OF LICENSE

[Memorandum of License Appears on Following Pages]

DRAFT

MEMORANDUM OF LICENSE

**Recording Requested by
& When Recorded Return to:**

New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 575 Morosgo Drive NE
 Suite 13F, West Tower
 Atlanta, GA 30324

**APN: 002-255-02 &
 002-255-03**

(Space Above This Line For Recorder's Use Only)

Cell Site No.: CNU0915
 Search Ring Name: Ukiah DT Police
 Cell Site Name: Ukiah DT Police (CA)
 Fixed Asset No.: 10129956
 State: California
County: Mendocino

MEMORANDUM
OF
LICENSE

This Memorandum of License is entered into on this ____ day of _____, 2016, by and between the City of Ukiah, having a mailing address of Attn: City Manager, 300 Seminary Road, Ukiah, CA 95482 (hereinafter referred to as "**City**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Licensee**").

1. City and Licensee entered into a certain Restated and Amended License Agreement ("**Agreement**") as of the ____ day of _____, 2016, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being licensed to Licensee and associated easements are described in **Exhibit A** annexed hereto.

4. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

“City”

City of Ukiah

By: _____
 Name: _____
 Its: _____
 Date: _____, 2016

“Licensee”

New Cingular Wireless, PCS, LLC,
 a Delaware limited liability company

By: AT&T Mobility Corporation
 Its: Manager

By: _____
 Name: _____
 Its: _____
 Date: _____, 2016

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING TWO (2) PAGES]

CITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LICENSEE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

The "Property" is legally described as follows:

The land referred to herein is situated in the State of California, County of Mendocino, City of Ukiah and described as follows:

Parcel One: (APN 2-255-02)

Commencing at the Southeast corner of Clay and Dora Streets in said Ukiah City and running thence Easterly along the south line of Clay Street one hundred and fifty (150) feet; thence at right angles Southerly two hundred and fifty (250) feet; thence at right angles Westerly and parallel with Clay Street one hundred and fifty (150) feet to Dora Street and thence Northerly and along the East line of Dora Street two hundred and fifty (250) feet to the point of beginning.

Parcel Two: (APN 2-255-03)

Beginning at the intersection of the Southerly line of Clay Street and the Easterly line of Dora Street; thence Easterly along the Southerly line of Clay Street 761.60 feet to the Westerly line of Oak Street; thence Southerly along said Westerly line of Oak Street 456.5 feet to the Northerly line of the North half of Jones Addition, the map of which was filed June 11, 1909 in Map Case 1, Drawer 3, Page 36, Mendocino County Records; thence Westerly along said Northerly line 728 feet to the Easterly line of Dora Street; thence Northerly along said Easterly line 445 feet to the point of beginning.

Excepting therefrom the following:

Commencing at the Southeast corner of Clay and Dora Streets in said Ukiah City and running thence Easterly along the South line of Clay Street one hundred and fifty (150) feet; thence at right angles Southerly two hundred and fifty (250) feet; thence at right angles Westerly and parallel with Clay Street one hundred and fifty (150) feet to Dora Street and thence Northerly and along the East line of Dora Street two hundred and fifty (250) feet to the point of beginning.

APN: 002-255-02 & 03

The "Premises" is described and/or depicted as follows:

[One-Page Depiction of the Premises Suitable for Recording in Mendocino County
Appears on Following Page]



ITEM NO.: 7b

MEETING DATE: March 2, 2015

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION FOR USER FEES AT UKIAH REGIONAL AIRPORT

Summary: For several years, hangar rental rates at the airport have not seen an increase. The Airport Commission and Staff have worked to develop rental rates that bring the current user fees at the airport back to fair market value. The airport operates as an enterprise fund and has been able to support its operating cost with the generation of revenue from the users of the airport.

Background: For several years, hangar rental rates at the airport did not see an increase. In 2009, the Airport Commission along with Staff developed a fee schedule to bring the hangar rate up to a fair market value. Council approved the new rates and requested that every five years these rates are reviewed and updated.

Discussion: Staff and the Airport Commission reviewed and updated the current rates. These new rates will increase yearly by using the Bay Area CPI + 1.5% starting in 2017 and will increase over the next five years before returning to Council. Staff and the Airport Commission wanted to see a reduction in the Twin Port-a-Port rental rate due to the lack of rental interest. Pasco hangars are the most sought after hangar with a current 10 year waiting list and the commission recommends increases for this space type. A complete list of current and recommended rates are included on page 2 of this report.

The airport operates as an enterprise fund and has been able to support its operating cost with the generation of revenue from the users of the airport. No General Fund monies are used in the operation of the airport.

Council is requested to review and approve the attached resolution adjusting rental rates and user fees at the Ukiah Regional Airport. The new rates are projected to increase revenue by \$7,044 per year on hangar rentals.

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

Continued on Page 2

RECOMMENDED ACTION(S): Adopt Resolution user fees at the Ukiah Regional Airport.

ALTERNATIVES: 1. Determine fees are to be modified, identify changes, and adoption revised resolution; 2. Determine fees are to remain the same and do not adopt resolution; 3. Remand back to staff and the Airport Commission.

Citizens advised: Airport Commission.
Requested by: Greg Owen, Airport Manager.
Prepared by: Greg Owen, Airport Manager.
Coordinated with: Sage Sangiacomo, City Manager.
Presenter: Greg Owen, Airport Manager.
Attachment: 1. User Fee Resolution

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

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

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

Approved: 
Sage Sangiacomo, City Manager

The Airport Commission voted 4-0 in favor of this recommendation.

Activity	New Rate	Current Rate
Open Hangar rental - per month	\$95.00	\$87
Port-a-Port rental (765 sq ft) - per month	\$152.00	\$144
Pasco Hangar (small) rental - per month	\$220.00	\$192
Pasco Hangar (Large) rental - per month	\$240.00	\$212
*Twin Port-a-Port Hangar rental - per month	\$182.00	\$239
Office Space rental - per month	\$1.35	\$1.25
Tie Down - per night	\$8	\$8
Tie Down - per month	\$55	\$51
Vehicle Parking - per month	\$42	\$39
Rental Car Parking - per month	\$20	\$17
Operations Fees	\$200	\$191
Landing Fees		
Lower weight limit to 8,000 lbs up to 12, 500 lbs	\$20	\$17
Thereafter per 1,000 lbs	\$2.45	\$2.38
Fuel Truck Parking rental - per month	\$55	\$51

RESOLUTION NO. 2016-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH MODIFYING THE RENTAL RATES AND USER FEES AT THE CITY OF UKIAH REGIONAL AIRPORT**

WHEREAS, the City Council of the City of Ukiah desires to modify the rental rates for various building and user fees at the Ukiah Regional Airport; and

WHEREAS, the City of Ukiah Airport Commission and City Staff have recommended rental rates for various buildings and fees for various operations; and

WHEREAS, according to analysis and study the following are reasonable rental rates and fees for the types of buildings and operations at the airport; and

WHEREAS, the increased rates and fees are necessary to meet current and projected costs associated with the operation of the Airport.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Ukiah hereby adopts the following rates and fees for the Ukiah Regional Airport to become effective April 1, 2016:

<u>ACTIVITY</u>	<u>RATE</u>
Open Hangar rental - per month	\$95.00
Port-a-Port rental (765 sq ft) - per month	\$152.00
Pasco Hangar (small) rental - per month	\$220.00
Pasco Hangar (Large) rental - per month	\$240.00
Twin Hangar rental - per month	\$182.00
Office Space rental - per month	\$1.35
Tie Down - per night	\$8
Tie Down - per month	\$55
Vehicle Parking - per month	\$42
Rental Car Parking - per month	\$20
Operations Fees	\$200
Landing Fees	
Lower weight limit to 8,000 lbs. up to 12,500 lbs.	\$20
Thereafter per 1,000 lbs.	\$2.45
Fuel Truck Parking rental - per month	\$55

BE IT FURTHER RESOLVED effective April 1, 2017, through April 1, 2022, an annual Bay Area CPI with an additional 1.5% increase. Rental agreements negotiated at these rates may be executed by the Airport Manager on behalf of the City of Ukiah.

PASSED AND ADOPTED as Amended by the City Council of the City of Ukiah at a regular meeting duly held on March 2, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk



ITEM NO.: 7c

MEETING DATE: March 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: AWARD A THREE-YEAR AGREEMENT FOR ELECTRIC UTILITY LINE TREE TRIMMING AT VARIOUS LOCATIONS IN THE CITY OF UKIAH TO UTILITY TREE SERVICE, INC. (EUD)

Summary: Staff is recommending Council to award a 3-year contract to Utility Tree Service, Inc. for Electric Utility Line tree trimming near the City's overhead 12,000 Volt lines. Historically this preventive maintenance has reduced 85% to 95% of the storm related outages.

Background: A Request for Bid was released on January 14, 2016, for Electric Utility Line Tree Trimming at Various Locations for the City of Ukiah. This work is required to trim trees within close proximity of high voltage lines for the City's Electric Utility Department. Eighty-five to ninety percent (85%-90%) of all city wide outages are in some way related to trees. The RFP can be reviewed at www.cityofukiah.com/purchasing under the "Construction Bid Results" tab.

Twenty-two tree trimming contractors, including those on the City's Qualified Contractors List, were notified and the request was posted to the City's website. Fifteen of the Northern California Builders Exchanges were also notified of the bid request.

Bids were opened on February 2, 2016, with two bidders responding. A copy of the Bid Tabulation for Council's review is attached to this document.

Discussion: Submitted for the City Council's consideration and action, it is Staff's recommendation that the three-year agreement to provide services to trim trees at various locations in the City of Ukiah be awarded to Utility Tree Services, Inc. The dollar amount for each year depends on the level of tree trimming requested, and is controlled by each fiscal year's approved budget amount for this work. The budget amount for the first year (2015/2016) is \$110,000.00. Utility Tree Services bid an hourly rate per man hour of \$46.85, which includes all labor and equipment. Contractor will use a three man crew when performing this work. Crews larger than three men will require the City's Project Manager's approval for special work activities. Funds for this work are budgeted for the 15/16 fiscal year and are currently available.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$110,000.00	Electric Utility, Contractual Services	80026110.52100	Yes ☐ No ☒	N/A

Recommended Action(s): Award a three-year agreement for Electric Utility Line Tree Trimming at various locations in the City of Ukiah to Utility Tree Services, Inc. (EUD)

Alternative Council Option(s): Reject all bids and provide direction to Staff.

Citizens advised: N/A
Requested by: Tim Santo, Electric Supervisor (Interim).
Prepared by: Mary Williamson, Buyer.
Coordinated with: Mel Grandi, Electric Utility Director and Mary Horger, Purchasing Supervisor.
Presenter: Tim Santo, Electric Supervisor (Interim).
Attachment: 1. Bid Tabulation

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

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

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

Approved: 
Sage Sangiacomo, City Manager

Electric Utility Line Tree Trimming at Various Locations for the City of Ukiah												
Owner: City of Ukiah												
Bid Opening: 02/02/2016					Utility Tree Service, Inc.				Family Tree Service, Inc.			
					2137 Doker Dr. Modesto, CA 95351				US	PO Box 1325 Laytonville, CA 95454 US		
Tree Trimming												
Item #	Item Code	Item Description	QTY	UOM	Unit Price		Item Total		Unit Price		Item Total	
1		TREE TRIMMING, INCLUDING ALL LABOR AND EQUIPMENT, FOR AN HOURLY RATE PER CREW MEMBER (MINIMUM THREE (3)PERSON CREW) .	1	HR	\$46.85		\$46.85		\$77.25		\$77.25	
Bid List Total							\$46.85				\$77.25	
Total Bid Amount							\$46.85				\$77.25	
Listed Subs												



ITEM NO.: 12a

MEETING DATE: March 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: REVIEW RESPONSE TO REQUEST FOR PROPOSALS FOR THE DEVELOPMENT OF THE CITY OWNED PARCEL AT NORTON AND MAIN STREET PROPERTIES, AND PROVIDE DIRECTION TO STAFF

Summary: The City of Ukiah owns two parcels near the corner of North Main and Norton Streets. At Council's direction Staff released a Request for Proposals (RFP) (Attachment 1) to gauge interest from private developers on the potential for residential / mixed use development on the site. One qualified proposal was received. Staff is seeking direction on options to proceed.

Background: The two parcels totaling 1.17 acres were originally purchased by the Ukiah Redevelopment Agency (Agency) using affordable housing set-aside funds. In February of 2012, the Redevelopment Agency was dissolved, the property was then transferred to the City of Ukiah, as the Housing Entity, pursuant to Health and Safety Code Section 34176(a).

The parcel at 345 N. Main Street is vacant and zoned Commercial (C1), the parcel at 215 Norton Street contains an existing single-family home and is zoned (R3). The Norton property with the single-family home is leased on a month-to-month basis (\$1,000 monthly). A 60-day notice to the current lessee would be required prior to development of the site. The site is well situated for walkable infill development, located near medical facilities, public transit, services, shopping, and dining. The 345 North Main Street parcel is a former mobile home park and as such, has 16.64 Equivalent Sewer Service Units (ESSU's) credits. Each credit is worth approximately \$10,911 for a total of \$179,377. This combined with an additional water credit of \$1,100 brings the total credit for future projects to \$180,477.

There have been inquiries from a variety of developers regarding these parcels. On July 17, 2015, the Council authorized Staff to market and solicit proposals from interested developers for this site. At that meeting staff recommended four options listed below. The Council provided direction to pursue Options #2 and #3, with the understanding that any proceeds from the lease or sale of the properties would continue to benefit affordable housing-related projects and programs.

Continued on Page 2

RECOMMENDED ACTION(S): Direct Staff to pursue Option #1 outlined on page two.

ALTERNATIVES: Provide alternative direction to Staff.

Citizens advised: RFP applicants.
Requested by: Kevin Thompson, Principal Planner.
Prepared by: Kevin Thompson, Principal Planner.
Coordinated with: Charley Stump, Planning and Community Development Director and Shannon Riley, Senior Management Analyst.
Presenters: Kevin Thompson, Principal Planner and Shannon Riley, Senior Management Analyst.
Attachments: 1. Request for Proposals (RFP)
2. Response to RFP

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

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

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

Approved: 
Sage Sangiacomo, City Manager

At the July 15, 2015, the City Council's four options were presented to the Council as follows:

1. The parcels could be sold to an affordable housing developer, thereby satisfying the requirement to benefit affordable housing. In the case of the PEP Senior Housing Project, the City has agreed to sell five parcels for \$1, which was a critical part of the financing for the project.
2. The parcels could be sold to a developer for market rate, multi-family housing and/or a mixed-use project. In this case, the proceeds of the sale would be set aside and dedicated to affordable housing-related projects and programs.
3. The parcels could be leased to a developer for a market-rate, multi-family housing and/or mixed-use project. As with the sale of the property, the ongoing proceeds would be set aside and dedicated to affordable housing-related projects and programs.
4. The parcels could be held as market conditions continue to improve to maximize profits.

Based on a number of factors, including the need for market-rate housing, and the impending development of 42-affordable senior units, Council directed staff to pursue a market-rate project for the site.

Discussion: In December of 2015, Staff created and widely distributed an RFP for a market rate development based on Council's direction stated in Options #2 and #3 above. We received three proposals, two of which were to construct affordable housing projects. The third was a market-rate multi-family proposal from Guillon Inc. (Attachment 2). Based on Council's direction, we believe the market-rate proposal best meets the Council's objectives for the site. The Guillon proposal consists of 26-market rate rental, 1 and 2 bedroom units, with a target rent of \$1,000- \$1,200. Based on the developer's interactions with Mendocino College, they believe student housing is badly needed. The developer has indicated the project will be marketed primarily to college students and secondarily to other groups like hospital and restaurant workers.

Options for the Council to consider:

1. Direct Staff to enter an exclusive negotiating agreement with Guillon Construction to pursue the entitlement and construction of the market-rate project as proposed in Attachment #2.
2. Determine that not enough responses were received and re-lease the RFP.
3. Reject all the proposals and provide alternate direction.
4. Revise and re-release the RFP amending the focus to attract affordable housing developers.

Recommendation: Based on the Council's recent Housing Element discussion, it is clear more market rate housing is desired. The discussion revealed a 1.5% vacancy rate, and that the City had already met its obligation for low and very -income units for this Housing Element cycle. This further underscores the need for market-rate units. Because the property was originally purchased using Redevelopment housing set-aside funds, any proceeds from the sale or lease of property must be returned to the City's affordable housing fund.

The Guillon project proposes the construction of 26-market rate multi-family units on an infill parcel. Given this, staff recommends the Council pursue Option #1 listed above. If directed, staff will begin the process of negotiating an exclusive agreement with Guillon Construction and if agreement is reached, staff would return to Council for final approval.

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



R F P for development

October 29, 2015

S U M M A R Y

The City of Ukiah is seeking proposals from interested parties for the development of two contiguous parcels totaling 1.17 acres. The parcels are located in a mixed-use neighborhood just north of Downtown Ukiah and are in close proximity to many amenities, including: employment centers, medical facilities, shopping, restaurants and public transit. Both parcels have no known environmental constraints, are flat, and have excellent access and infrastructure. The City is interested in development proposals that represent the highest and best use of the infill site while maintaining the character of the surrounding neighborhood.

A B O U T U K I A H

Ukiah is located along the busy Highway 101 corridor, just two hours north of the Golden Gate Bridge. It is a perfect hub between the Bay Area and the Oregon border, and is also situated near the east/west intersection of Highway 20, providing access to the Central Valley and Coast.

Our population, 16,075 can be deceiving. As the Mendocino County seat and the business/education/shopping center for much of Mendocino, Lake, and even Sonoma Counties, our weekday population swells to nearly 35,000. The retail trade area within a 30 minute radius of the City is roughly 105,000.

Ukiah was voted “Best in California” and “6th Best Small Town in the U.S.” by Norman Crampton’s *The 100 Best Small Towns in America*” and one of the “8 Great Places You’ve Never Heard Of” by *Mother Earth News*.



DEVELOPMENT

The City of Ukiah is seeking proposals for the possible development of two contiguous City- owned parcels totaling 1.17 acres. The City's goal is to facilitate a development that is compatible with the surrounding residential and commercial neighborhood, inclusion of market rate housing, energy efficiency, and financial feasibility. Medium to high density (14-28 units per acre) with a mixed use component is preferred. The Main Street frontage can also include a retail / office component.

Location: 345 Main Street- A former mobile home park, currently vacant. The site has sewer connection credits in the amount of \$180,477 which can be applied to a new development. Curb, gutter and sidewalk are in place, but would need to be upgraded to meet current ADA standards.

215 Norton- contains a single family residence that is leased month-to-month. The City anticipates the demolition of the single-family home as a part of this development.

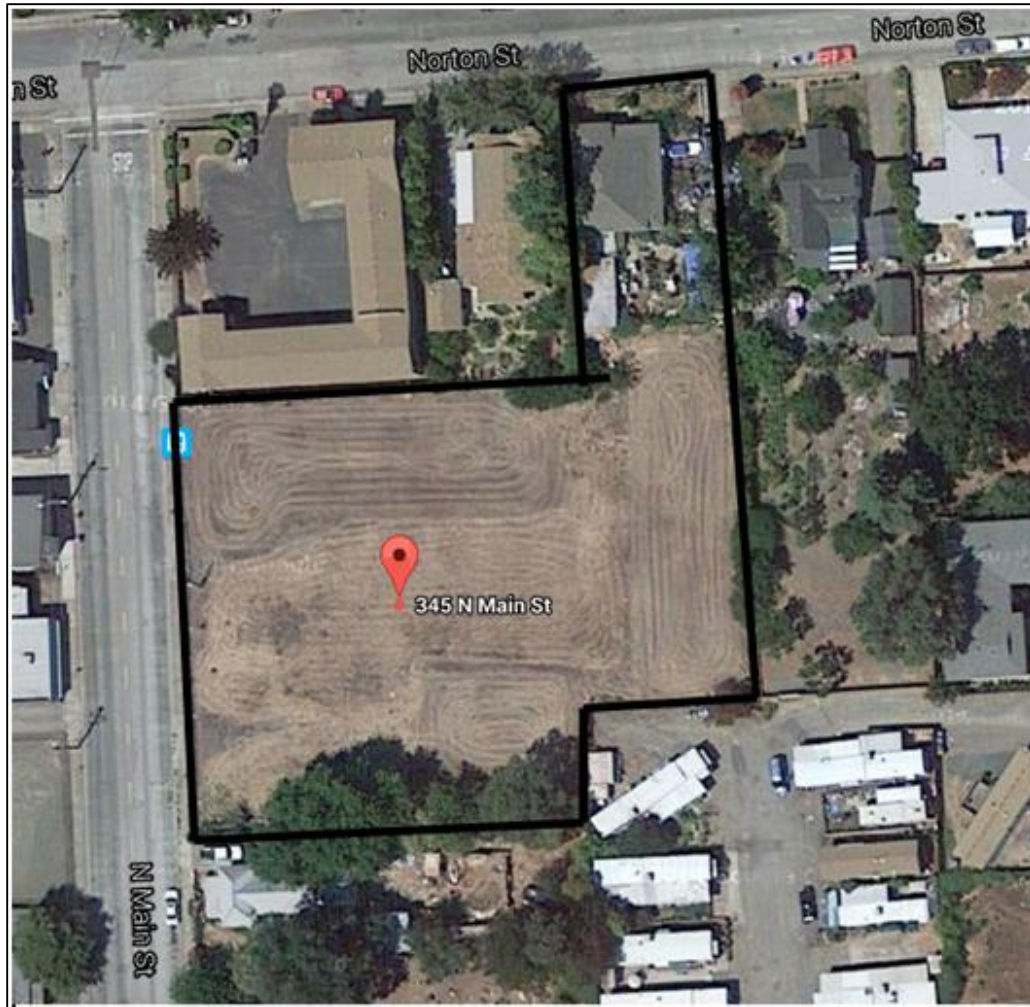
City Assistance

The City is interested in supporting a potential development project in the following ways:

- Entering a long term lease
- Lease with a purchase option
- Sale of property
- Expedited development review process
- Density bonuses
- The City will consider other arrangements as well.

Previous Project on Site

In 2009, a site development permit for a mixed use project was approved for the site. The project is now expired, and did not include both of the City- owned parcels. The project included: a subdivision map that created 12 townhome and 2 mixed use parcels. See attached elevations; the City has additional information on the previously- approved project upon request.



DEVELOPER SELECTION

The City Council is the decision-maker regarding the development selection. The Council reserves the right to reject any and all proposals. Written proposals will be reviewed and evaluated based on the evaluation criteria outlined in the following section. The City may request additional information, conduct interviews, contact references, investigate previous projects, and take any other information into account in its evaluation of Developer responses.

The goal of this review process is to select a Developer and enter into an Exclusive Negotiating Agreement (ENA). Under the ENA, the selected Developer will be required to prepare more refined conceptual plans as part of the development project and obtain City Council's final approval.

Draft Timeline for RFP	
RFP Issuance	November 2, 2015
Proposal Review Period	45 Days
Responses Due to City Clerk	December 18, 2015
Developer Selection	Early 2016
Exclusive Negotiating Agreement with City	Early 2016
ENA Period	180 Days

Proposal Evaluation

In the selection process, emphasis will be placed on: the quality of the design concept, financial capacity and community benefit of the proposal. Submittals will be evaluated based upon the following five criteria:

- Organization background and experience
- Financial ability to implement the project
- Project proposal and schedule
- Benefit to the community

SUBMITTAL

Each responding Developer must submit one (1) signed original proposal and one (1) electronic copy of the set of information requested below:

- 1) Organization's Background and Experience
 - a) Describe the development team and provide relevant qualifications and project specific experience of the Developer(s). Identify the person with the authority to represent and make legally binding commitments on behalf of the developer. Identify the contractual relationship among multiple developers, if applicable.
 - b) Identify the key team members (e.g., architects, engineers, commercial tenants, real estate and marketing representatives, consultants and contractors).
 - c) Describe the developer's relevant project experience including resumes of key staff members. Provide examples that demonstrate successful projects related to this proposal.
- 2) Project Proposal and Schedule
 - a) Provide a narrative of the development concept.
 - b) Provide a schedule for the proposed project that addresses all phases of the project including: entitlements, design and construction.

c) Provide a preliminary site plan and any conceptual drawings.

d) Provide a statement of financial capacity to secure funding.

SUMMARY: Development Process

This summary outlines the development process and documentation required for full development and contractual agreements with the City. For the purposes of this proposal, only the “RFP Stage” requirements are being requested at this time.

RFP Stage. This Request for Proposals represents the initial step in the development of the Site. Responses to this RFP should demonstrate the Developer’s 1) understanding of City’s goals; and 2) specific expertise and financial capability to undertake the proposed development.

FUTURE REQUIREMENTS

ENA Stage. Once the City selects a Developer, it and the Developer will then execute an Exclusive Negotiating Agreement (ENA)

DDA Stage. Once the ENA has been negotiated and approved by the Council, a Disposition and Development Agreement (DDA) will be negotiated between the parties and presented to the Council for approval. All legal rights and obligations between the selected Developer, if any, and the City will come into existence only when a DDA is fully executed by the parties and then approved by the Council. The legal rights and obligation of each party shall be only those rights and obligations which are set forth in the DDA and any other documents specifically referred to in that DDA and executed by the parties.

Additional Disclosures

A DDA will not constitute a Development Agreement within the meaning of Government Code Section 65864 et seq.

While the City has made a good faith effort to accurately state facts contained in this RFP, Developers responding to this RFP should conduct their own due diligence investigation in preparing a proposal and should not rely exclusively on the information contained herein. Contact:

Kevin Thompson, Principal Planner,
City of Ukiah
300 Seminary Avenue
Ukiah, Ca. 95482

Ph: (707) 462-6207 Email: kthompson@cityofukiah.com



North Elevation



South Elevation



Main Street / West Elevation



East Elevation



345 N. Main & 215 Norton Street Proposal

1.17 acre land site located at 345 N. Main St. and 215 Norton St. Ukiah CA. The site shall herein be referred to as "Main Street Village"



Developer:

Guillon Inc. et al

2550 Lakewest Drive Suite 50

Chico, CA 95928

530.893.1277

Doug@guilloninc.com

RECEIVED

DEC 18 2015

**CITY OF UKIAH
BUILDING/ PLANNING DEPARTMENT**



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Developer Background	1
Project Description & Schedule	2
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Community Benefits	4
Financial Feasibility	5
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Section 1

Developer Background

The development team is led by Guillon Inc. (herein referred to as "The Developer"), who brings to the table more than 35 years of development, brokerage, and property management experience. More importantly, Guillon Inc. has built and fostered relationships with key local people of influence. Doug Guillon will be the individual with the authority to make legally binding commitments.

Anticipated Development Team

Construction
Architect
Engineer
On-Site Supervisor
Landscape Architect
Lender

Guillon Inc. Construction
Russell Galloway Associates, Inc.
George Rau, Rau & Associates
Chuck Pittman
JCL Custom Landscaping
Savings Bank Of Mendocino County

This same development team is currently moving forward with the ground up development of a fully entitled twenty six (26) unit apartment project of similar nature at the corner site of W. Gobbi and S. Oak Street. This project will be funded by Savings Bank of Mendocino County.

Additionally, Guillon Inc. has teamed up with local investors Zach Schat and Tim Keffeler on the property in question. Both individuals bring to the table 20+ years of intimate local market knowledge and vast rental property experience. Zach and Tim will play an instrumental role in establishing unit mixes, income projections, and project amenities that will cater to the specific needs of the residents in this neighborhood. The ownership entity to be determined.

Preliminary conversations with Savings Bank of Mendocino County have taken place. SBMC has indicated they would be comfortable and willing to finance this project for Guillon Inc. et al.



Section 2

Project Description & Schedule

The Developer proposes to construct a highest and best use apartment project that consists of twenty eight (28) market rate units. The improvements will be constructed of wood framing with a maximum building height of 28' above finished grade and will total 21,860 rentable square feet. The apartment unit mix will consist of the following:

Planned unit mix:

<i>Number of Bldgs</i>	<i>Max Height</i>	<i>One Bedrooms</i>	<i>Two Bedrooms</i>	<i>Total</i>
TBD	28'	10 (620 SF)	18 (870 SF)	28
		6,200 SF	15,660 SF	21,860 SF

The site will utilize low impact development standards and will conform to all requirements such as parking and landscaping. With many unique amenities including all electric appliances, central heat and A/C, large unit floor plans, and in unit washers and dryers, this project will present to residents a modern, centrally located, peaceful living community.

With a Walk Score of 83 out of 100 ("Very Walkable") according to Walkscore.com, the Main Street Village presents residents with the convenience of walkable access to neighborhood amenities such as Downtown restaurants and shopping, the movie theater, Safeway, the Hospital, and the Pear Tree Shopping Center to name a few.

Project Schedule:

<i>Phase</i>	<i>Commence</i>	<i>End</i>
Design Review	January 2016	February 2016
Entitlements	February 2016	April 2016
Site Work	April 2016	May 2016
Construction	May 2016	
Completion & Delivery to the Market	October 2016	



Section 3

City Assistance

The Developer and its' partners propose to enter a land lease with a purchase option with the City of Ukiah. After careful evaluation, The Developer and its' partners propose the following:

- Land Value \$7.50/sqft plus \$180,477 in existing sewer connection credits = total land value \$11.04/sqft. (\$562,654)
- 6% annual return on the land value to the City of Ukiah = \$33,759
- Rolling Purchase Option: The Developer would like to negotiate a rolling purchase option with the City for the land. Terms of this to be determined during the 180 day Exclusive Negotiating Agreement period.



Section 4

Community Benefits

The Developer and its' partners strongly believes there will be a profound community benefit from delivering housing units to this neighborhood. The Developer believes it will attract the following tenant profile, but not limited to:

- **Mendocino College Students.** Boasting a student population of around 5,000, we believe this will be a very attractive place to live for students (approx. 3 miles to campus). The walkability of the site and public transportation right outside the front doorsteps provides ease of access to all local amenities.
- **Hospital workers.** Due to the close proximity, The Developer is confident that the Hospital's current and new out-of-town employees will find the Main Street Village a pleasant place to call home.
- **Teachers.** It is also our intent to rent units to teachers. With a handful of schools in the immediate area such as Yokayo Elementary School, Pomolita Middle School, and Ukiah High School, we think the leaders of Ukiah's youth will want to reside at the Main Street Village as well.

With the addition of twenty eight housing units, among other active residential projects in the area, we believe this will help attract out of town businesses as well as help local businesses recruit and retain existing employees. Lastly the community will benefit from an expanded tax base with the addition of housing units.



Section 5

Project Financial Feasibility

Apartment Development Proforma

Main Street Village
345 N. Main St, Ukiah

Land Lease Assumption

ASSUMPTIONS

Initial Assumptions				Land Area
Land Acq Cost	\$	-	1.17	acres
Per foot	\$	-	50,965	square feet

Loan Assumptions				
Construction Loan				
Loan to Cost %	Amount	Points	Construction Interest	Total
89%	\$ 2,270,000	\$ 11,350	\$ 47,670	\$ 59,020
		0.005		
Take Out Loan				
LTV	Amount	Amortization	Interest Rate	Annual Payment
71%	\$ 2,270,000	25	5.00%	\$ (159,242)

Land Lease Assumption			
Land Value/SqFt	\$	11.04	Land Lease Pmt \$ 33,759
Required Return %		6%	

Unit Assumptions						
Type	Size	# Units	Total SqFt	Mo. Rent	Rent/SqFt	Ann. Total
1x1	620	10	6200	\$1,000	\$ 1.61	\$ 120,000
2x2	870	18	15660	\$1,200	\$ 1.38	\$ 259,200
Total		28	21860	\$31,600		\$ 379,200

Soft Costs			
	Points	const interest	total
Loan	\$ 2,270,000	\$ 11,350	\$ 47,670
Architect			\$ 30,000
Engineer			\$ 10,000
Misc			\$ 10,000
Total			\$ 109,020

PROJECTIONS

Number of Units	28
Units per Acre	23.93
Number of Acres	1.17
SqFt Cost Land	\$ - \$ - per acre
Total RSF	21,860
Average SqFt per Unit	781
Average Rent per SqFt	\$ 1.50

Quantity Costs	Per Foot	Per Unit	Total
Land Cost	\$ -	\$ -	\$ -
Direct Construction	\$ 90.00	\$ 70,264	\$ 1,967,400
Site Prep Costs	\$ 22.00	\$ 17,176	\$ 400,920
Soft Costs	\$ 4.99	\$ 3,894	\$ 109,020
Impact Fees	\$ -	\$ -	\$ -
Total Costs	\$ 116.99	\$ 91,334	\$ 2,557,340

Equity Required	\$287,340
Cash on Equity	13.87%

	Total
Rent	\$ 379,200
Vacancy 5%	\$ 18,960
Expenses 30%	\$ 113,760
SCIP	\$ 13,626
Land Lease	\$ 33,759
NOI	\$ 199,095
DCR	1.25
Debt Service \$ 2,270,000	\$ (159,242)
Cash Flow After DS	\$ 39,852
Cap Rate	7.8%
Market Cap Rate	6.25%
GRM	6.74
Market Value	\$ 3,185,514
Costs	\$ 2,557,340
Profit	\$ 628,174

24.56%



Section 6

Property Management

Guillon Slinkard Property Management has over 17 years of successful property management experience in Northern California and offers the following competitive advantages:

Facility Management

- Regular physical inspections
- Aggressive preventative maintenance approach
- Low cost maintenance procurement
- Proactive vendor management

Day-to-Day Operations

- Responsiveness to tenant needs
- On-time rent collection
- Expense management
- Preventative maintenance

Reporting

- Timely, accurate, and meaningful financial reporting
- Preparation of CAM reconciliation, cash flow projections, and year-end financial reporting
- Capital Improvement recommendations and planning

Guillon Slinkard Property Management plans on retaining the off-site professional property management duties. Furthermore, the ownership plans on hiring an on-site, live in manager to handle day-to-day duties including, but not limited to, small maintenance items, rent collection, unit showings, vacancy advertising, enforcing property rules and regulations, and posting notices.

We appreciate the opportunity to propose this project. We look forward to your response.

Doug Guillon

Guillon Inc.

From: Kevin Thompson [<mailto:kthompson@cityofukiah.onmicrosoft.com>]

Sent: Thursday, January 21, 2016 1:52 PM

To: Doug Guillon

Subject: RFP

Doug,

Thank you for submitting a response to our RFP for the Main Street property here in Ukiah. We are interested in your proposal - can you please provide us with some additional information?

Financial:

1. Can you give us an estimated rent? ? **Section 5 of the proposal states that we anticipate \$1,000/month rent for the one bedrooms and \$1,200/month rent for the 2 bedroom 2 bath units**
2. Can you provide more detail on the Rolling Option Purchase? **We are open to negotiation but would want the continuous option to purchase the land from the City at any point with a first right of refusal. Land purchase price to be determined at the time of purchase**
3. In regard to the "Community Benefits" listed in your proposal, could you indicate how you would market the units to college students, hospital workers and teachers? **Currently relationships are in place with Head coaches from The Mendocino College Baseball, Softball, Soccer and Basketball teams. We have had a sit down meeting with the President of the College, Arturo Reyes, and the need for student housing is one of his biggest hurdles. Especially in the colleges ability to attract international students and student athletes. Once space is available we feel we will have no problem in getting the word out. As for the medical field, Tim Keffeler spoke with the CEO of the Hospital, Gwen Matthews, a few days ago and she said she would be more than willing to put any info on their "bulletin board" which is an in house electronic communication for hospital staff. Tim could also put something up in the pharmacy and be able to spread it by word of mouth. Tim believes teachers in this community would be another great avenue. His wife teaches in town, and between her and Zach we are well connected with Principals and Vice Principals in the district along with friends who sit on the Mendocino County Office of Education Board.**

Site Development:

4. How would you describe the aritechural style of the proposed buildings? Can you provide pictures or renderings of examples of the proposed architecture? **We anticipate a garden style two story apartment that would match surrounding apartments but slightly better quality.**
5. Please provide a preliminary site plan. **We have not hired an architect to do this yet**
6. Given your experience with the Oak Street project, what would you do differently with this site? **We will do a different design that is economically/financially feasible.**
7. Please provide a detailed list of similar projects you have completed. Please include any issues that were encountered and how you overcame those issues. **Over the past 30 years, Doug and Steve have completed numerous multi-family and Senior Housing projects.**

Thanks,

Kevin Thompson

Principal Planner

City of Ukiah

Ph: (707) 463-6207

Fax: (707) 463-6204

300 Seminary Aveune

Ukiah Ca. 95482-5400

<http://www.cityofukiah.com>



ITEM NO.: 12b

MEETING DATE: March 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: ADOPT AN AMENDED RESOLUTION AUTHORIZING THE EXCEPTION TO THE 180-DAY WAIT PERIOD AND AUTHORIZING THE CITY'S RETIRED POLICE CAPTAIN TO WORK ON A TEMPORARY BASIS AS AN EXTRA HELP CAPTAIN PURSUANT TO GOVERNMENT CODE SECTIONS 7522.56 AND 21224

Summary: In January of 2016, the City Council adopted Resolution No. 2016-06 (Attachment 1) authorizing the City's retired Police Captain to work on a temporary basis because of staffing shortages. In correspondence with PERS after that action, PERS has asked the City of Ukiah to clarify our actions with an amended resolution.

Background: Government Code section 7522.56 provides that a retired person shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement unless he meets one of four conditions, which in this case would include (1) The employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar.

Government Code Section 21221 allows the governing body of a public agency to appoint a retiree to work a vacant position during the recruitment to permanently fill the vacancy or during an emergency to prevent stoppage of public business. Pursuant to Government Code section 7522.56 the City must provide CalPERS a certification resolution when hiring a retiree before 180 days has passed since the incumbents retirement date.

Discussion: Because of job vacancies, the department desires to retain Trent Taylor's services on a part-time, temporary basis. Trent Taylor will be performing administrative and code enforcement activities which will allow sworn personnel to be utilized for regular police actions.

Continued on Page 2

RECOMMENDED ACTION(S): Adopt amended resolution authorizing the exception to the 180-day wait period and employ Trent Taylor as an extra help retired annuitant Captain for the Ukiah Police Department.

ALTERNATIVES: Provide Staff with alternative action.

Citizens advised: N/A
Requested by: Chris Dewey, Police Chief.
Prepared by: Chris Dewey, Police Chief.
Coordinated with: Melody Harris, Human Resources Director and Sage Sangiacomo, City Manager.
Presenters: Chris Dewey, Police Chief.
Attachments: 1. Resolution No. 2016-06
2. Amended Resolution

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

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

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

Approved: 
Sage Sangiacomo, City Manager

In reviewing our previous resolution (Attachment 1), CalPERS has requested that the following clarifications be made:

1. Title of Resolution: Resolution for Exception to the 180-Day Wait Period – Gov, Code Sections 7522.56 and 21224.
2. That Trent Taylor be hired as a “Temporary Extra Help Retired Annuitant” – because Police Sergeant Vacancies do not currently exist; and the department did eliminate a Police Captain with this retirement.
3. Pay must be from the Police Captain pay range - \$45.22 per hour; instead of the previous hourly rate of a Police Sergeant \$42.69.

Recommendations: Staff recommends council adopt an amended resolution (Attachment 2) authorizing the exception to the 180-day wait period and authorizing Trent Taylor to work on a temporary basis as an extra help retired annuitant pursuant to Government Code Sections 7522.56 and 21224.

Fiscal Impact: The funding for this request is contained in the General Fund, Police Department budget, Salaries account, and is a non-benefited position.

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

RESOLUTION No. 2016- 06**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING THE CITY'S RETIRED POLICE CAPTAIN TO WORK ON A TEMPORARY BASIS DURING THE RECRUITMENT AND ORIENTATION OF A REPLACEMENT PEACE OFFICER POSITION.**

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is December 26th 2015; and

WHEREAS, Government Code section 7522.56(f) provides that a retired person shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement unless he meets one of four conditions, which in this case would include (1) The employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar; and

WHEREAS, in compliance with Government Code section 7522.56 the City must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since the incumbents retirement date; and

WHEREAS, the current incumbent, Trent Taylor has retired on December 26th 2015; and

WHEREAS, due to the critical nature of the duties and responsibilities associated with the position of Police Officers and the requirement to ensure that such are continued to be applied until a new, full-time replacement officer can be recruited, it is necessary and most efficient for the current incumbent, Trent Taylor to continue his peace officer duties on a temporary basis until recruitment and/or orientation is completed; and

WHEREAS, section 7522.56 provides that this exception of the 180 day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City of Ukiah and Trent Taylor certify that Trent Taylor has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City hereby appoints Trent Taylor as an interim appointment retired annuitant to the vacant position of Police Sergeant for the City of Ukiah under Government Code section 21221(h) effective January 31st 2016; and

WHEREAS, an appointment under Government Code section 2122(h) requires an active, publicly posted recruitment for a permanent replacement; and

WHEREAS, the current status of this recruitment is open and in process, and the City has maintained open continuous recruitment, however the City has not yet found a prospective replacement; and

WHEREAS, this section 2122(h) appointment will end no later than July 31st 2016; and

WHEREAS, no matters, issues, terms, or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum monthly base salary for this position is \$7,399.01 and the hourly equivalent is \$42.69, and the minimum monthly base salary for this position is \$5,797.31 and the hourly equivalent is \$33.45; and

WHEREAS, the hourly rate paid to Trent Taylor will be \$42.69; and

WHEREAS, Trent Taylor, will not receive any benefit incentive, compensation in lieu of benefit or other form of compensation in addition to his hourly pay rate; and

WHEREAS, sufficient funding is included in the FY 2014-15 budget and contained within the General Fund, Police Department budgeted salary accounts.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Ukiah does hereby:

1. Certify the nature of the appointment of Trent Taylor as described herein and that this appointment is necessary to fill the critically needed position of Peace Officer for the City of Ukiah by January 31st 2016, because of the critical duties and responsibilities associated with this position.

PASSED AND ADOPTED by the City Council of the City of Ukiah at a regular meeting duly held on January 20th 2016, by the following vote:

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


Stephen G. Scalmanini, Mayor

ATTEST:


Kristine Lawler, City Clerk

AMENDED RESOLUTION No. 2016-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH FOR EXCEPTION TO THE 180-DAY WAIT PERIOD AND AUTHORIZING THE CITY'S RETIRED POLICE CAPTAIN TO WORK ON A TEMPORARY BASIS AS AN EXTRA HELP POLICE CAPTAIN. GC SECTIONS 7522.56 & 21224**

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is December 26th 2015; and

WHEREAS, Government Code section 7522.56(f) provides that a retired person shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement unless he meets one of four conditions, which in this case would include (1) The employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar; and

WHEREAS, in compliance with Government Code section 7522.56 the City must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since the incumbents retirement date; and

WHEREAS, the current incumbent, Trent Taylor has retired on December 26th 2015; and

WHEREAS, the Ukiah City Council hereby appoints Trent Taylor as an extra help retired annuitant to perform some of the duties of Police Captain for the City of Ukiah under Government Code Section 21224, effective January 31, 2016; and

WHEREAS, section 7522.56 provides that this exception of the 180 day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City of Ukiah and Trent Taylor certify that Trent Taylor has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, no matters, issues, terms, or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum monthly base salary for this position is \$9,528.27 and the hourly equivalent is \$54.97, and the minimum monthly base salary for this position is \$7,838.93 and the hourly equivalent is \$45.22; and

WHEREAS, the hourly rate paid to Trent Taylor will be \$45.22; and

WHEREAS, Trent Taylor, will not receive any benefit incentive, compensation in lieu of benefit or other form of compensation in addition to his hourly pay rate; and

WHEREAS, sufficient funding is included in the FY 2014-15 budget and contained within the General Fund, Police Department budgeted salary accounts.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Ukiah does hereby: Certify the nature of the appointment of Trent Taylor as described herein and that this appointment is necessary to fill the critically needed position of Extra Help Retired Annuitant for the City of Ukiah by January 31st 2016, because of the critical projects requiring his expertise and skills to complete, after reorganization of the Police Department from two Captain positions to one Captain position, which work is in excess of what one single Police Captain can do.

PASSED AND ADOPTED as Amended by the City Council of the City of Ukiah at a regular meeting duly held on March 2, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk



ITEM NO.: 12c

MEETING DATE: March 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: APPROVAL OF AMENDMENT #1 TO CITY OF UKIAH AGREEMENT 1415-166 WITH RAU AND ASSOCIATES AND CORRESPONDING BUDGET AMENDMENT FOR ADDITIONAL SCOPE OF WORK IN PHASE TWO ENGINEERING FOR THE SITE OF THE NEW UKIAH COURTHOUSE, NOT TO EXCEED \$11,959, AND AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENT

Summary: Council will consider an amendment to the Phase Two engineering contract with Rau and Associates in conjunction with the site improvements at the location of the new Ukiah Courthouse. The engineering expenses will be reimbursed by North Coast Rail Authority (NCRA) after the property is sold to the State.

Background: The State Judicial Council of California (JCC) is working towards the purchase of 4.1 acres just south of the Historical Depot Building along the eastern portion of the property for the courthouse and associated parking. However, the total size of this parcel is 11 acres with frontage along Perkins Street, but bounded by Gibson Creek, private property and the rail tracks. The site lacks the necessary public infrastructure and circulation improvements for the development of the courthouse and build-out of the remaining property.

The NCRA parcel borders the downtown and sits along the east side of Ukiah's primary gateway corridor. Therefore, master planning documents call for redevelopment of this site, as well as the extension of Hospital Drive and East Clay Street (through the NCRA parcel) to provide circulation. The extension of East Clay Street to Waugh Lane is an important circulation improvement called for in the General Plan. Site development is also being considered in conjunction with the utility undergrounding project, the Perkins Street Gateway Study, and the construction of the rail trail. When a traffic signal was installed at East Perkins Street and Hospital Drive, it included the capability to become a four-way intersection, with the roadway extending into the NCRA parcel.

The JCC is primarily concerned with the function of the site as it relates to the courthouse structure. However, City staff is also concerned with the functionality of the surrounding streets, the development of public infrastructure that will permit the build-out of the full 11 acres, the smooth integration of this project with the existing downtown, and the beautification of this important corridor. Therefore, the City of Ukiah has been an active partner in the planning of this infrastructure. Because NCRA is unable to pay for the costs of engineering prior to receiving the proceeds from the sale of their property to the State, the City has entered into a memorandum of understanding with NCRA that allows the City to pay for the Phase One

RECOMMENDED ACTION(S): Approve Amendment #1 to City of Ukiah Agreement 1415-166 with Rau and Associates for Phase Two Engineering at the new courthouse site in the amount of \$11,959 and corresponding budget amendment and authorize the City Manager to execute.

Citizens advised: N/A
Requested by: Guillon Inc.
Prepared by: Shannon Riley, Senior Management Analyst.
Coordinated with: Sage Sangiacomo, City Manager.
Presenter: Shannon Riley, Senior Management Analyst.
Attachment: 1. Amendment No. 1 to City of Ukiah Agreement 1415-166

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

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

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

Approved: 
Sage Sangiacomo, City Manager

and Phase Two engineering for the site and be reimbursed after the sale. Those engineering contracts with Rau and Associates were authorized by Council on November 5, 2014, and March 4, 2015. Phase One is complete; Phase Two is nearly complete.

Discussion: An Environmental Impact Report (EIR) has been prepared and approved by the State for the new Ukiah Courthouse. The report noted that, in order to obtain the required permits from the Army Corps of Engineers and the Regional Water Quality Control Board, a wetland delineation study would be required. Additionally, mitigation drawings and a monitoring plan may be required, as well as an update of the five-year-old floristic botanical survey.

This work was not originally included in the scope of Phases One and Two engineering. However, time is critical in order to be able to complete the applications to the resource agencies and because of critical blooming windows for some plant species. Therefore, the developers are requesting an amendment to the Phase Two contract with Rau and Associates to allow for this work to be performed in a timely manner. The not-to-exceed fee for this scope of work is \$11,959, which will amend the agreed not-to-exceed fee of \$38,500 to a total not-to-exceed fee of \$50,459. Additional details about the scope of work and the consultant are provided in Attachment #1.

In order to meet important deadlines and prevent lengthy delays in the construction schedule, Staff is recommending that the Council approve Amendment #1 to Agreement 1415-166 (Phase Two) to perform tasks related to preparing applications for various permits and design development for the development of infrastructure at the new courthouse site. The corresponding budget amendment will adjust the funding amount in Account 251.24201.52100.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$55,000	251 Project Reserves	251.24210.52100	Yes ☒ No ☐	N/A

GEORGE C. RAU, P.E.
PROSINFINIT



February 25, 2016

City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Job No. R11003.4

Attn: Shannon Riley, Senior Management Analyst

RE: AMENDMENT #1 TO AGREEMENT 1415-166 - TO PERFORM TASKS RELATED TO PREPARING APPLICATIONS FOR VARIOUS PERMITS AND DESIGN DEVELOPMENT (PHASE 2 ENGINEERING) FOR THE DEVELOPMENT OF INFRASTRUCTURE AT THE RAILROAD CENTER PROPERTY AT 309 EAST PERKINS STREET

Dear Ms. Riley:

This is to request an amendment to our agreement to provide some environmental studies to support the applications to the resource agencies for the Gibson Creek Crossing of Courthouse Boulevard and to provide background studies for the CEQA documents to be prepared for the infrastructure improvement project. The request is due to continuing evaluation of information necessary to support the applications for a structure on Courthouse Drive across Gibson Creek and to supplement studies performed for the Ukiah Courthouse EIR on behalf of the State of California's Judicial Council.

Time is critical in order to be able to complete the applications to the Resource Agencies and because of critical blooming windows for some plant species which will be coming up soon.

Wetlands Delineation; Wetlands Mitigation and Monitoring Plan

A careful reading of Appendix D to the Preliminary EIR for the Ukiah Courthouse (Railroad Depot Site) prepared in 2011 revealed that, although no wetlands were mapped on the Wetlands Mapper database "several shallow depressions which pond water seasonally" were observed which retained storm water for some undetermined length of time. No wetlands delineation was made as part of the supporting studies in the Ukiah Courthouse EIR to determine if wetlands exist either in the shallow depressions or in the Gibson Creek Channel. A wetlands delineation by a qualified professional is required in order to answer questions in the applications to the US Army Corps of Engineers(ACE), the Regional Water Quality Control Board(RWQCB) and the Department of Fish and Wildlife(DFW). Consultations with US Fish and Wildlife and with NOAA-Fisheries by the ACE may also be part of the permit process and the knowledge of presence or absence of wetlands is a requirement.

If wetlands are identified and delineated and they are in the area planned for construction of infrastructure, there must be compensatory mitigation for their loss during construction.

There is also Gibson Creek, the low flow channel of which is clearly within the “Waters of the United States”. There are also some trees which will be unavoidably lost during construction of the structure crossing Gibson Creek. It is helpful to have a qualified professional with botanical expertise to assist in designing mitigation to compensate for areas and vegetation which will be lost through unavoidable impacts.

The following tasks indicate how we propose to address these issues:

Task E.1 – Wetlands Delineation

Jane Valerius has the credentials to perform wetland delineations and assess the impacts of loss of any wetlands as well as to make evaluations and recommendations concerning botanical resources. She will compile her findings into a wetlands delineation report. RAU will assist her with mapping the areas marked on the site and preparing exhibit maps for her report.

Ms. Valerius will also attend a meeting onsite with the ACE to review the location of the wetlands and waters of the United States.

Deliverables for this task include the delineation report and accompanying maps.

The cost of this task is estimated to be \$5,834, including \$2,955 for the work of Jane Valerius and \$2,879 for field mapping the delineated areas and providing the necessary exhibit maps for the report by RAU.

Task E.2 – Mitigation Drawings; Mitigation and Monitoring Plan

RAU will develop one sheet of construction drawings for the onsite compensatory mitigation work which is feasible and practical to achieve. Later, this plan can be incorporated into the construction plans, which will be developed in the Phase 3 engineering for this project. Jane Valerius will assist with developing construction drawings for any mitigation onsite. She will also develop a mitigation and monitoring plan with the elements required by ACE and usually by RWQCB.

Deliverables for this task include the plans for the onsite mitigation deemed feasible to achieve. There may have to be additional mitigation areas identified offsite, but this will not be known until the impacts are identified and quantified.

The mitigation and monitoring plan will be a separate document to accompany the resource agency applications as needed.

The cost of this task is estimated to be \$5,375, including \$2,750 for the work of Jane Valerius and \$2,625 for preparation of the construction drawing by RAU.

A detailed scope of work by Jane Valerius Environmental Consulting, with assumptions, limitations, and a description of additional work which may be required, is attached to this request for Amendment #1.

The total estimated fee for the additional work related to potential wetlands and developing a mitigation and monitoring plan is \$11,209.

Update of Floristic Botanical Survey

Task E.3 – Limited Review of Plant Resources

In reviewing the Ukiah Courthouse EIR, with the intent of using it as a base document for CEQA evaluation of the infrastructure project, it was noted that there was a thorough evaluation by a qualified professional, who concluded that there were no species of concern in the project area. However, this study was done in May to July of 2011. The typical standard for acceptance of such a report is five years, which would terminate in May of 2016. Therefore it was deemed prudent to support findings in the CEQA document for the infrastructure to have a qualified professional review the site to confirm that the absence of species of concern is still true. This issue was verbally discussed with Jane Valerius, who stated she would be able to review the site for suitable habitat once during her visit to do the wetlands delineations. She could add a second visit in another of the blooming windows to again confirm the absence of species of concern. She will then write a brief letter report updating the previous findings.

The cost of this work is estimated to be \$750.

Proposed Maximum Not-to-Exceed Fee

We propose to complete the tasks included in the amended scope of engineering services described for an additional Not-To-Exceed Fee of \$11,959, which will amend the agreed Not-To-Exceed Fee of \$38,500 to a total Not-To-Exceed Fee of \$50,459. The schedule of fees and the basis for estimating the engineering costs for this amendment is unchanged from the original agreement.

Proposed Schedule

We anticipate that wetlands delineation and wetlands report will be completed in approximately four weeks from authorization to proceed. We anticipate completing the remaining deliverables within approximately two weeks after the wetlands report is done.

Assumptions and Exclusions:

This proposal is based upon the following assumptions:

- There will be adequate area onsite, in areas adjacent to the creek and not intended for development, to use for compensatory mitigation of any unavoidable loss of wetlands or vegetation.
- No plant species of special concern will be identified in the process of updating the botanical report prepared for the Ukiah Courthouse EIR.

Thank you for this opportunity to be of service.

Very truly yours,



George C. Rau, President
Rau and Associates, Inc.
Registered Civil Engineer 21908
Expires 09-30-2017

Attachments:

Proposal from Jane Valerius Environmental Consulting

JANE VALERIUS
ENVIRONMENTAL CONSULTING
2893A Scotts Right of Way, Sebastopol, CA 95472
Office: (707) 824-1463 ♦ Mobile: (707) 529-2394
Email: jvalerius@earthlink.net
www.jvenvironmental.com

January 7, 2016

Mr. George C. Rau
Rau and Associates, Inc.
100 N. Pine Street
Ukiah, CA 95482

RE: Delineation of Waters of the U.S. and State, including Wetlands, 309 East Perkins, Ukiah

Dear Mr. Rau:

The following is a proposed scope and cost to conduct a delineation of waters of the U.S. and state, including wetlands, for the project located at 309 East Perkins in Ukiah, Mendocino County, California. The scope is based on information provided in your emails of January 5, 2016 and our phone conversation. As we discussed, the delineation would include any areas that might be needed for both the project and potential mitigation. This would be the study area boundary, which would include the project limits. I have also included a task to assist in identifying potential mitigation areas and to develop a wetland mitigation and monitoring plan as part of the permit process for the project.

SCOPE OF WORK

Task 1: *Delineation of Waters of the U.S., Including Wetlands.* Jane Valerius will conduct a delineation of potential wetlands and waters of the United States in accordance with the U. S. Army Corps of Engineer's (Corps) 1987 manual and the Arid West Supplement for the proposed project. A delineation report will be prepared that describes the findings of the delineation and can be submitted to the Corps for their jurisdictional determination. The report will include a delineation map, data sheets, and supplemental information to support the delineation analysis. A site visit with the Corps is included in the scope as they usually conduct a site visit to confirm the delineation. The delineation will include all the information required by the Corps to make a formal jurisdictional determination. As part of the report the following information is required: 1) a locality map; 2) USGS quad sheet or copy with the project boundary outlined; and 3) the delineation map on an aerial or topographic base.

I will flag the wetland areas and I understand that Rau & Associates will survey the wetland areas and produce the necessary delineation map. The following cost estimate includes a site visit with the Corps to verify the delineation plus revisions after the Corps site visit in the event there are any changes. I am estimating 8 hours for field and travel, 10 hours for the report and 5 hours for a follow-up site visit with the Corps to verify the delineation, including any changes if required. My billing rate is \$125/hour and mileage is billed at \$0.54/mile. I will only bill for the time I actually use.

TASK 1 LABOR AND EXPENSES: \$2,955.00

Task 2: *Wetland Mitigation and Monitoring Plan.* I will assist Rau & Associates with identifying potential mitigation sites for the proposed project. I will also develop a wetland mitigation and monitoring plan in accordance with the U.S. Army Corps of Engineers guidelines. Elements of the plan would include:

1. A description of the resource type(s) and amount(s) that will be provided, the method of compensation (restoration, establishment, preservation etc.), and how the anticipated functions of the mitigation project will address watershed needs.
2. A description of the factors considered during the site selection process. This should include consideration of watershed needs, onsite alternatives where applicable, and practicability of accomplishing ecologically self-sustaining aquatic resource restoration, establishment, enhancement, and/or preservation at the mitigation project site.
3. A description of the legal arrangements and instrument including site ownership, that will be used to ensure the long-term protection of the mitigation project site.
4. A description of the ecological characteristics of the proposed mitigation project site.
5. Detailed written specifications and work descriptions for the mitigation project, including: the geographic boundaries of the project; construction methods, timing, and sequence; source(s) of water; methods for establishing the desired plant community; plans to control invasive plant species; proposed grading plan; soil management; and erosion control measures.
6. A description and schedule of maintenance requirements to ensure the continued viability of the resource once initial construction is completed.
7. Ecologically-based standards that will be used to determine whether the mitigation project is achieving its objectives.
8. A description of parameters monitored to determine whether the mitigation project is on track to meet performance standards and if adaptive management is needed along with a schedule for monitoring and reporting monitoring results to the Corps.
9. A description of how the mitigation project will be managed after performance standards have been achieved to ensure the long-term sustainability of the resource, including long-term financing mechanisms and the party responsible for long-term management.
10. A management strategy to address unforeseen changes in site conditions or other components of the mitigation project, including the party or parties responsible for implementing adaptive management measures.
11. A description of financial assurances that will be provided and how they are sufficient to ensure a high level of confidence that the mitigation project will be successfully completed, in accordance with its performance standards.

I estimate about 8 hours of my time to assist in identifying suitable sites for mitigation which could include an additional site visit, meetings, and project coordination, plus 12 hours to develop the report and 2 hours for any changes or revisions for a total of 22 hours at \$125/hour. I will only bill for the time used.

TASK 1 LABOR AND EXPENSES: \$2,750.00

ASSUMPTIONS:

- Jane Valerius Environmental Consulting requires access to all project reports, aerial photographs, and maps relating to the site's environmental resources in order to provide the described scope of services in an efficient manner. It is assumed that Client will provide all necessary site plans, base maps, and grading plans.
- Client or other project team members shall provide services not included in this scope of work, including: detailed description of the proposed activity, including secondary project features such as access roads, etc., preparation of CAD or other digital drawings, CEQA or NEPA documents, planning, engineering, geotechnical, hazardous waste, cultural resources and hydrologic services.

The Client or others shall provide necessary hydrologic studies, including studies of drainage, water table profiles and water quality, necessary for wetlands mitigation planning.

- This scope of work is provided as complete. Related services not included in this scope may include, but are not limited to, focused wildlife or plant surveys other than those described above, analysis of impacts, extensive or protracted agency negotiations, beyond what is described, development of conceptual or detailed mitigation plans, attendance at any meetings other than those described, additional team coordination, completion or review of any CEQA or NEPA documentation, response to comments, additional client or agency coordination, presentations, or attendance at public hearings.
- No guarantees, expressed or implied, are made by Jane Valerius Environmental Consulting regarding final approval or acceptance by agencies of survey results, project plans, or mitigation measures.

COMPENSATION AND TERMS

Jane Valerius Environmental Consulting can perform the services described in the above tasks in this proposal on a time-and-materials basis. All expenses, such as mileage, postage, fax, etc. will be billed at direct cost to the client. The proposed fee is for the herein-described services only. Any additional services requested by Client, such as attendance at additional meetings, will be considered "extra services" and will be billed at rates currently in effect at the time services are performed. Extra services will not be performed without verbal and/or written authorization from Client.

This proposal is valid for 60 days. I will not conduct any field work until all contract documents, including insurance wording, limits and other requirements, have been provided to us, with sufficient time to obtain the necessary insurance certificate, and fully execute contracts. Billing will be submitted upon completion of the scope work identified in this contract; if work extends over successive monthly periods, statements will be submitted monthly. Invoices are due and payable upon delivery and are considered to be past due after 30 days from the date of the invoice.

I am prepared to proceed with the services describe upon receipt of a signed copy of this proposal/ agreement or upon receipt of a scanned copy of a signed signature page or you may provide a contract of your choosing. I look forward to working with you on this project.

ACCEPTANCE AND AUTHORIZATION

Accepted on this 7th day of January 2016 at Sebastopol, Sonoma County, California.

Jane Valerius

Date

Client

Date



ITEM NO.: 13a

MEETING DATE: March 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF REQUEST BY UKIAH MAIN STREET PROGRAM TO INSTALL DEDICATION MONUMENT IN DOWNTOWN UKIAH

Summary: The Ukiah Main Street Program wishes to install a monument in honor of Judy Pruden in the planter triangle at the southwest corner of the intersection at West Perkins and School Street. Council will consider their proposal, which includes a plaque mounted on a large boulder.

Background: In addition to her countless volunteer hours with the City of Ukiah, her work on the Ukiah Planning Commission and her role as local historian, Judy Pruden was a long-time board member of the Ukiah Main Street Program. She was also instrumental in developing and implementing the historic plaque program in the downtown.

In honor of her tremendous contributions to the organization and the community, the Ukiah Main Street Program wishes to install a monument in the planter triangle at the southwest corner of the intersection at West Perkins and School Street.

Because this is a public space and the request falls outside of the parameters of the Commemorative Bench and Tree Program, it must be authorized by the City Council.

Discussion: The proposed monument would be located within the planter triangle at the southwest corner of the intersection at West Perkins and School Street (in front of the Mendocino Book Company).

According to Ukiah Main Street Program Director Rick Hansen, 'The proposed plaque would be 10"X14"...' (For an example of a similar historic plaque, see Attachment 1.) '...and would be mounted on a rock/boulder/stone that would be of appropriate scale and size. Though the exact rock has not been selected, it would likely be a rock that is indigenous to the region, perhaps granite. The stone would not be a cut or formed monument, but rather a natural looking rock.'

The letter of request from the Ukiah Main Street Program (Attachment 2) indicates that the Program would assume responsibility for maintenance, if required.

Continued on Page 2

RECOMMENDED ACTION(S): Discussion and possible approval of request for placement of monument for Judy Pruden in Alex Thomas Plaza; and if approved, direct Ukiah Main Street Program to coordinate installation with the Parks Department.

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: Ukiah Main Street Program.
Prepared by: Shannon Riley, Senior Management Analyst.
Coordinated with: Jarrod Meyer, Parks Supervisor.
Presenter: Shannon Riley, Senior Management Analyst.
Attachments: 1. Sample of historic plaque
2. Letter of Request from Ukiah Main Street Program
3. Proposed plaque inscription

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

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

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

Approved: 
Sage Sangiacomo, City Manager

For details about the plaque inscription, please see Attachment 3.

Council is being asked to consider this request. If Council approves, Staff recommends that the Ukiah Main Street Program be directed to coordinate the installation with the Parks Department in order to ensure safety and appropriate placement of the monument relative to existing plantings and irrigation systems.

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



*March 2, 1917 - Pacific Telephone and Telegraph Company Building
at Church and School Streets; new Home of Ukiah's "Hello Girls"*

On June 28, 1897 Ukiah became the 118th telephone exchange in California, when the Sunset Telephone Company started providing service. Minnie Smith Scott was the first manager and operator. Female operators were fondly called "Hello Girls". There were 75 telephones in town by 1899. Pacific Telephone and Telegraph bought up the Sunset Telephone Company in 1906 and by 1915 had over 450 phone numbers listed in the Ukiah directory. PT&T built a new fire-proof building in 1917 calling it the Ukiah Central Office Exchange. Using Bell Systems technology PT&T switched from magnetos to batteries, which provided 255 lines and 615 stations. The first call on the new system was placed by J.I. LeRoy, pharmacist, on his personally chosen business "jinx" number, 13. The above photo taken in 1929 shows the newly remodeled and expanded building; necessary to meet demand. In 1948 PT&T went from 5 digit numbers to a 7 digit exchange name. Ukiah's prefix became HOMestead2. By the mid 1960's PT&T had outgrown the building and the HOMestead2 prefix. They moved into a larger facility and their former building went on to house other businesses and government offices. The structure was extensively remodeled in 1990 and again in 2013.

THE MISSION OF THE UKIAH MAIN STREET PROGRAM IS TO
PRESERVE AND ENHANCE WHAT MAKES UKIAH A GREAT PLACE

February 8, 2016

Ukiah City Council
300 Seminary Avenue
Ukiah, CA 95482

Re: Request for placement on the City Council meeting agenda
Per: Authorization for placement of plaque monument in the Alex Thomas Plaza



Board of Directors

Tom Liden
Tom Liden Photography
President

Jenifer Bazzani
JLB Insurance
Vice President

Mary Ann Villwock
Law Offices of M.A.V.
Secretary

Stan Singley
Maple Cafe
Treasurer

Jason Brenner
Collaborative Design

Tanya Gilmore
Realty World

Jitu Ishwar
Travelodge

Jill Lolonis
Triple S Camera

Christian Luiz
Northern Circle
Indian Housing Auth.

Andrea Reed
Ukiah Doula

Benj Thomas
Former City
Council Member

Ex Officio Directors

Maureen Mulheren
City Council Member

Sage Sangiacomo
City Manager

Staff

Rick Hansen
Executive Director

To Whom It May Concern:

In honor of the late Judy Pruden the Ukiah Main Street Program wishes to erect a commemorative plaque acknowledging Ms. Pruden's contributions to our community.

The proposed plaque would emulate the historic plaques that grace many of the prominent buildings within the downtown; these resulting from a program that Ms. Pruden established while serving on the Main Street Program's Design Committee.

Unlike the other plaques, which were mounted on the exterior walls of the selected historical buildings, this proposed plaque would be mounted on a large rock or boulder that we are requesting to be placed on the northwest corner of the Alex R. Thomas Plaza. The monument would be situated on the ground in a fashion that would insure its safety to it and the public.

Our Design Committee has worked tirelessly to develop the appropriate plaque inscription; one that the committee, and Judy's husband Mike, feels pays the appropriate tribute to Ms. Pruden.

Our organization has been in contact with Eversole Mortuary for the purpose of acquiring the necessary monument rock for this project. The supplier will not only procure the appropriate stone they will also mount the plaque to the stone and help facilitate the delivery and placement of the monument.

Once in place, we feel the monument will be, in most part, maintenance free other than periodic cleaning should the plaque itself tarnish. The only other factor might be vandalism and/or graffiti; for which the Main Street Program could and would monitor and mitigate.

The council's consideration and ultimate approval would be greatly appreciated.

Respectfully

Rick Hansen

Rick Hansen

PHOTO

JUDY PRUDEN
1946 - 2015

You can stand on nearly any corner in downtown Ukiah and see the work of Judy Pruden.

Judy was a woman of vision who was enthusiastically dedicated to maintaining Ukiah's charm and heritage. Her efforts line the streets with trees, lights, plantings and signage. She appreciated and promoted Ukiah's history, including the creation of these commemorative plaques which tell the story of our unique downtown.

Judy left a legacy for all of us to enjoy – a more inviting and beautiful Ukiah.

[Dedicated in 2016 by the Ukiah Main Street Program]



ITEM NO.: 13b

MEETING DATE: March 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: AWARD BID FOR THE INSTALLATION OF REPLACEMENT WELL 4 AND NEW WATER WELL 9, SPECIFICATION NO. 16-01 TO NORCAL PUMP AND WELL DRILLING IN THE AMOUNT OF \$702,558

Summary: City Council will consider awarding a bid for the installation of replacement well 4 and new water well 9.

Background: On October 21, 2015, Council approved the plans and specifications and directed staff to advertise for bids for the installation of replacement well 4 and new water well 9, Specification No. 14-05. This project consists of the abandonment of existing well 4, the installation of replacement well 4, monitoring well #MW4A, drilling and potential installation of new well 9, and installation of monitoring well #MW9A. The Engineer's Estimate for this work was \$1,158,000.

The Purchasing Department released bids on November 5, 2015. The Notice to bidders was published in the Ukiah Daily Journal on November 10th and 17th, 2015. A copy of the notice to bidder was sent to five C-57 Well Drilling Classification Contractors listed on the City's Qualified Bidder's list, as well as the Builders Exchanges. Specifications were also posted on the City's website. A mandatory pre-bid meeting was held on November 19, 2015, with five potential bidders in attendance.

Bids were received until 2:00 p.m. on Wednesday, December 9, 2015, at which time two bids were received and opened by the City Clerk. Bids were received from Weeks Drilling & Pump Co. in the amount of \$725,040 and from NorCal Pump & Well Drilling, Inc. in the amount of \$1,084,331.

After careful review of the bids received, irregularities were discovered in the bids submitted by both bidders. When considering whether or not an irregularity can be waived, the question is, if the irregularity was waived, would it provide the bidder in question an unfair bidding advantage over the other bidders.

On December 16, 2016 Council agreed with Staff's recommendation to reject all bids and also requested approval to reissue bid documents.

Discussion: On January 20, 2016 bids were released to all C-57 Well Drilling Classification Contractors as well as the Builders Exchanges. Specifications were also posted to the City's website and published in the Ukiah Daily Journal on January 24, January 31, and February 7, 2016. A mandatory pre-bid meeting was held on February 9, 2016, with four potential bidders in attendance.

Continued on Page 2

RECOMMENDED ACTION(S): Award bid for the installation of Replacement Well 4 and new Well 9, Specification No. 16-01 to NorCal Pump and Well Drilling in the amount of \$702,558

ALTERNATIVES: Do not award bid and provide alternate direction to staff.

Citizens advised: N/A
Requested by: Tim Eriksen, Public Works Director/City Engineer.
Prepared by: Mary Horger, Purchasing Supervisor; and Jarod Thiele, Public Works Project Analyst.
Coordinated with: Sean White, Water and Sewer Director; and David Rapport, City Attorney.
Presenter: Tim Eriksen, Public Works Director/City Engineer; Sean White, Water and Sewer Director
Attachments: 1) Bid Tabulation
2) NorCal Pump and Well Drilling Bid Submittal: <https://cityofukiah.box.com/Spec16-01>

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

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

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

Approved: 
Sage Sangiacomo, City Manager

Bids were received until 2:00 pm on Wednesday, February 24, 2016, at which time three bids were received and opened by the Deputy City Clerk. The bid tabulation sheet is included as Attachment #1. The request for bid documents can be viewed at: <https://cityofukiah.box.com/Spec16-01>.

After review of the bids, the lowest responsible bidder is NorCal Pump and Well Drilling. It is staff's recommendation to award the contract for Spec 16-01 Installation of Replacement Well 4 and New Well 9 to NorCal Pump & Well Drilling in the amount of \$702,558.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
2,900,000	N/A	82224413.80230 PC 15070 and 15074	Yes ☐ No ☒	N/A

ATTACHMENT 1

BID TABULATION - Spec 16-01 Installation of Replacement Well 4 and New Well 9											
City of Ukiah											
Bid Opening: 02/24/16						NORCAL PUMP & WELL DRILLING		Weeks Drilling & Pump Co		Cascade Drilling, L.P.	
						1325 BARRY RD YUBA CITY, CA 95993		6100 HWY 12 Sebastopol, CA 95472		3000 Duluth Street West Sacramento, CA 95691	
Base Bid											
Item #	Item Description	Quantity	Unit of Measure	Unit Price		Item Total	Unit Price	Item Total	Unit Price	Item Total	
1	MOBILIZATION/DEMOBILIZATION MONITORING WELL MW 4A	1	LS	\$19,500.00		\$19,500.00	\$22,380.00	\$22,380.00	\$14,500.00	\$14,500.00	
2	GENERAL NPDES PERMIT WELL 4 SITE	1	LS	\$0.00		\$0.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	
3	DRILL MONITORING WELL BORING MW 4A	225	LF	\$110.00		\$24,750.00	\$105.00	\$23,625.00	\$195.00	\$43,875.00	
4	MONITORING WELL CONSTRUCTION MW 4A	210	LF	\$168.00		\$35,280.00	\$180.00	\$37,800.00	\$65.00	\$13,650.00	
5	MONITORING WELL DEVELOPMENT MW 4A	1	LS	\$12,500.00		\$12,500.00	\$13,500.00	\$13,500.00	\$17,500.00	\$17,500.00	
6	MONITORING WELL ZONE TESTING MW 4A	1	LS	\$14,707.00		\$14,707.00	\$9,250.00	\$9,250.00	\$9,500.00	\$9,500.00	
7	MOBILIZATION/DEMOBILIZATION REPLACEMENT WELL 4	1	LS	\$18,500.00		\$18,500.00	\$19,380.00	\$19,380.00	\$12,000.00	\$12,000.00	
8	DRILL REPLACEMENT WELL 4 BORING	220	LF	\$172.00		\$37,840.00	\$120.00	\$26,400.00	\$220.00	\$48,400.00	
9	26-INCH CONDUCTOR CASING REPLACEMENT WELL 4	51	LF	\$450.00		\$22,950.00	\$425.00	\$21,675.00	\$392.00	\$19,992.00	
10	REPLACEMENT WELL 4 WELL CONSTRUCTION	223	LF	\$402.00		\$89,646.00	\$505.00	\$112,615.00	\$487.00	\$108,601.00	
11	REPLACEMENT WELL 4 DEVELOPMENT	1	LS	\$28,790.00		\$28,790.00	\$23,380.00	\$23,380.00	\$22,500.00	\$22,500.00	
12	AQUIFER PUMP TESTING REPLACEMENT WELL 4	1	LS	\$17,003.00		\$17,003.00	\$23,380.00	\$23,380.00	\$30,500.00	\$30,500.00	
13	ABANDONMENT OF EXISTING WELL 4 AND DEMOLITION	1	LS	\$34,480.00		\$34,480.00	\$34,500.00	\$34,500.00	\$55,000.00	\$55,000.00	
14	MOBILIZATION/DEMOBILIZATION MONITORING WELL MW 9A	1	LS	\$18,500.00		\$18,500.00	\$43,380.00	\$43,380.00	\$14,500.00	\$14,500.00	
15	GENERAL NPDES PERMIT WELL 9 SITE	1	LS	\$0.00		\$0.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	
16	DRILL MONITORING WELL MW 9A BORING	260	LF	\$103.00		\$26,780.00	\$120.00	\$31,200.00	\$195.00	\$50,700.00	
17	MONITORING WELL 9A CONSTRUCTION	263	LF	\$154.00		\$40,502.00	\$165.00	\$43,395.00	\$65.00	\$17,095.00	
18	MONITORING WELL 9A DEVELOPMENT	1	LS	\$12,500.00		\$12,500.00	\$14,380.00	\$14,380.00	\$17,500.00	\$17,500.00	
19	MONITORING WELL 9A ZONE TESTING	1	LS	\$14,707.00		\$14,707.00	\$9,380.00	\$9,380.00	\$9,500.00	\$9,500.00	
20	MOBILIZATION/DEMOBILIZATION NEW WELL 9	1	LS	\$18,500.00		\$18,500.00	\$19,380.00	\$19,380.00	\$12,000.00	\$12,000.00	
21	DRILL NEW WELL 9 BORING	260	LF	\$187.00		\$48,620.00	\$105.00	\$27,300.00	\$220.00	\$57,200.00	
22	26-INCH CONDUCTOR CASING NEW WELL 9	51	LF	\$450.00		\$22,950.00	\$425.00	\$21,675.00	\$392.00	\$19,992.00	
23	NEW WELL 9 CONSTRUCTION	260	LF	\$376.00		\$97,760.00	\$505.00	\$131,300.00	\$487.00	\$126,620.00	
24	NEW WELL 9 DEVELOPMENT	1	LS	\$28,790.00		\$28,790.00	\$23,380.00	\$23,380.00	\$22,500.00	\$22,500.00	
25	AQUIFER PUMP TESTING NEW WELL 9	1	LS	\$17,003.00		\$17,003.00	\$24,000.00	\$24,000.00	\$30,500.00	\$30,500.00	
Total Bid Amount						\$702,558.00		\$759,655.00		\$780,125.00	
Listed Subs								John Palow Construction 1645 Ludwig Avenue Santa Rosa, CA Sitework Kenwood Fence Co. 2380 Bluebell Drive Santa Rosa, CA Fencing Warren E. Gomes Excavating, Inc. 551 Airport Road Rio Vista, Fluid Hauling West Coast Well Logging Services PO Box 2797 Rancho Cordova, Geophysical Wipf 1300 Hastings Road Ukiah, CA Sitework		Welenco 5201 Woodmere Drive Bakersfield, CA CCTV Video and photograph of wells	



ITEM NO.: 13c
MEETING DATE: March 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: APPROVE PLANS AND SPECIFICATIONS FOR THE SITE DEVELOPMENT FOR WELL 4 AND 9 AND AUTHORIZE STAFF TO ISSUE BIDS FOR SPECIFICATION NUMBER 16-02

Summary: Staff is requesting Council's approval of plans and specifications for the site development of Replacement Well 4 and New Well 9 (Specification No. 16-02).

Background: The rehabilitation of Well 4 and the construction of Well 9 project will potentially be awarded by Council. In order to have a timely completion of the two well projects, Staff is requesting Council's approval of plans and specifications for the Site Development of Replacement Well 4 and New Well 9 (Specification No. 16-02) (per section 22039 of the Public Contracts Code). The engineer's estimate for the project is \$2,045,00.

Discussion: The rehabilitation of Well 4 and the construction of Well 9 is designed to be completed in two phases. Phase one is to drill and develop the wells. Bids for the Well Drilling and Installation portion (Phase One) of the project are also up for Council action on March 2, 2016. The second phase is to construct the pumping facilities and appurtenances. This phase of the project will involve construction of the well houses, installation of the wellhead and pumps, installation of the mechanical and electrical components, and will also tie the production well into the water distribution system.

The design of the pumping facilities and appurtenances for Wells 4 and 9 have incorporated a number of changes based on staff experiences with similar facilities at Wells 7 and 8. The modified design should significantly improve serviceability and worker safety.

Project funding is from the City's Water Capital Fund. The plans and specifications for the project are available for City Council and public review at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, California 95482. In addition, the plans and specifications have been posted to the City's website for review: www.cityofukiah.com/purchasing. They can also be found at the following link: <https://cityofukiah.box.com/Spec16-02>.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$2,900,000	N/A	82224413.80230	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Approve plans and specifications for the site development for Well 4 and 9 and authorize staff to issue bids for Specification Number 16-02.

ALTERNATIVES: Provide staff with other direction.

Citizens advised: N/A
Requested by: Tim Eriksen, Director of Public Works / City Engineer.
Prepared by: Jarod Thiele, Public Works Project Analyst.
Coordinated with: Sage Sangiacomo, City Manager; Mary Horger, Purchasing Supervisor; and Sean White, Water and Sewer Director.
Presenter: Tim Eriksen, Director of Public Works / City Engineer.
Attachment: 1. Plans, Specifications, Estimate: <https://cityofukiah.box.com/Spec16-02>

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

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

Approved: _____

Sage Sangiacomo, City Manager



ITEM NO.: 13d

MEETING DATE: March 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: REVIEW AND CONSIDER PROVIDING COMMENTS ON THE MENDOCINO LOCAL AGENCY FORMATION COMMISSION 2016-2017 BUDGET

Summary: The City has received a notice from the Mendocino Local Agency Formation Commission (LAFCo) inviting comments on its proposed 2016-2017 annual budget. The notice (Attachment 1) and budget (Attachment 2) are included with this report. All cities in Mendocino County, as well as the County, contribute funds to the LAFCo for its operations and State law requires that each LAFCo provide an opportunity to its funding agencies to review and comment on the budget prior to adoption. The proposed 2016-2017 budget maintains the Cities/County apportionment fee at the same level as 2015-2016.

The deadline to comment on the budget is March 25, 2016, and LAFCo has scheduled a public hearing to consider adopting it on April 4, 2016. If the City Council chooses to comment, Staff will submit the comments prior to the March 25th deadline.

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

■ **RECOMMENDED ACTION(s):** Review and comment on the 2016-2107 LAFCo budget.

■ **ALTERNATIVES:** Do not review and comment on the LAFCo budget and provide direction to Staff.

Citizens advised: N/A
Requested by: Charley Stump, Director of Planning and Community Development.
Prepared by: Charley Stump, Director of Planning and Community Development.
Coordinated with: Sage Sangiacomo, City Manager.
Presenter: Charley Stump, Director of Planning and Community Development.
Attachments: 1. LAFCo notice inviting comments on its 2016-2017 budget
2. 2016-2017 LAFCo budget

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

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

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

Approved: 
Sage Sangiacomo, City Manager

MENDOCINO**Local Agency Formation Commission**

Ukiah Valley Conference Center ♦ 200 South School Street ♦ Ukiah, California 95482

Telephone: 707-463-4470 Fax: 707-462-2088 E-mail: eo@mendolafco.org Web: www.mendolafco.org**CHAIR**Jerry Ward
Public Member**VICE CHAIR**Holly Madrigal
Willits City Council**TREASURER**Doug Hammerstrom
Fort Bragg City Council**MEMBERS**Carre Brown
County Board
of SupervisorsJohn McCowen
County Board
of Supervisors

Theresa McNerlin

Ukiah Valley Sanitation District

Vacant

Special District Member

ALTERNATE MEMBERSKevin Doble
Ukiah City Council

Dan Hamburg

County Board
of SupervisorsCarol Rosenberg
Public Member

Angela Silver

Calpella County Water District

Executive Officer

George Williamson

Counsel

Scott Browne

Analyst

Colette Metz

Commission Clerk

Elizabeth Salomone

Regular MeetingsFirst Monday
of each month
at 9:00 AM
at the Mendocino
County Board
of Supervisors Chambers
501 Low Gap Road**Date:** February 4, 2016**To:** Mendocino County, Cities, and Independent Special Districts**From:** George Williamson, Executive Officer**Subject:** Notice of Public Hearing to Adopt a Proposed LAFCo Budget for
Fiscal Year 2016-17

The Mendocino Local Agency Formation Commission (LAFCo) is responsible under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 to adopt a proposed budget by May 1st and a final budget by June 15th. A mandatory review by local funding agencies is required between the two adoption periods. The legislation also specifies the proposed and final budgets shall - at a minimum - be equal to the budget adopted for the previous fiscal year unless LAFCo finds any reduced costs will nonetheless allow the agency to meet its regulatory and planning duties.

Enclosed is a draft proposed budget for fiscal year 2016-17, as approved by the Commission on February 1, 2016. The draft proposed budget allocates use of unrestricted fund balance to maintain agency apportionment fees at fiscal year 2015-16 levels. The Commission will hold a public hearing at its regular meeting on April 4, 2016 to consider adopting a proposed budget for fiscal year 2016-17. A subsequent hearing to adopt the final budget will be held on June 6, 2016.

Copies of all related documents are on file and may be reviewed at the LAFCo office. If you cannot attend the public hearing described in this notice, you may submit written comments prior to the hearing. Please direct comments, questions, and requests to review documents to LAFCo, 200 South School Street, Ukiah, CA 95482; e-mail: eo@mendolafco.org; phone: (707) 463-4470.

Mendocino Local Agency Formation Commission					
DRAFT Proposed FY 2016-17 Budget					
LINE	ACCOUNT		FY 2015-16	FY 2015-16	FY 2016-17
#	#	DESCRIPTION	Adopted	Amended	Draft Proposed
1		REVENUE			
2	4000	LAFCO Apportionment Fees	\$125,000.00	\$125,000.00	\$125,000.00
3	4030	Application Filing Fees	\$33,900.00	\$33,900.00	\$30,000.00
4	4100	Service Charges	\$0.00	\$0.00	\$0.00
5	4800	Miscellaneous	\$0.00	\$0.00	\$0.00
6	4910	Interest Income	\$128.00	\$128.00	\$120.00
7		<i>Revenue Total</i>	\$159,028.00	\$159,028.00	\$155,120.00
8		EXPENSES			
9	5300	Basic Services (split between sub-accounts)	\$59,000.00	\$59,000.00	\$0.00
10	5301	Executive Officer Contract	\$0.00	\$0.00	\$43,000.00
11	5302	Clerk Contract	\$0.00	\$0.00	\$19,000.00
12	5500	Rent (split between sub-accounts)	\$4,860.00	\$0.00	\$0.00
13	5502	Office Space	\$0.00	\$4,675.00	\$4,800.00
14	5503	Work Room	\$0.00	\$360.00	\$360.00
15	5600	Office Expenses (split between sub-accounts)	\$2,800.00	\$0.00	\$0.00
16	5601	Office Supplies (petty cash)	\$0.00	\$700.00	\$700.00
17	5603	Photocopy	\$0.00	\$1,000.00	\$1,000.00
18	5605	Postage	\$0.00	\$300.00	\$300.00
19	5607	Office Equipment	\$0.00	\$1,500.00	\$0.00
20	5700	Internet & Website Costs	\$1,056.00	\$1,200.00	\$1,200.00
21	5900	Publication and Legal Notices	\$3,100.00	\$2,000.00	\$2,000.00
22	6000	Televising Meetings	\$2,112.00	\$1,700.00	\$1,700.00
23	6100	Audit Services	\$3,000.00	\$3,025.00	\$4,650.00
24	6200	Bookkeeping	\$4,100.00	\$4,800.00	\$4,800.00
25	6300	Legal Counsel	\$6,000.00	\$6,000.00	\$6,000.00
26	6400	A-87 Costs County Services	\$3,000.00	\$2,010.00	\$2,010.00
27	6500	Insurance-General Liability	\$1,200.00	\$1,000.00	\$1,000.00
28	6600	Memberships (CALAFCO/CSDA)	\$2,100.00	\$2,000.00	\$2,100.00
29	6740	In-County Travel & Stipends	\$4,300.00	\$2,000.00	\$4,300.00
30	6750	Travel & Lodging Expense	\$5,000.00	\$2,500.00	\$5,000.00
31	6800	Conferences (Registrations)	\$3,000.00	\$3,000.00	\$3,000.00
32	7000	Barraco & Associates MSR Contract	\$0.00	\$6,300.00	\$0.00
33	7001	MSR Reviews - Admin	\$5,000.00	\$5,000.00	\$15,000.00
34	7501	SOI Updates	\$29,000.00	\$42,000.00	\$39,000.00
35	9000	Special District Training Support	\$12,000.00	\$12,000.00	\$0.00
36		<i>Operating Expense Total</i>	\$150,628.00	\$164,070.00	\$160,920.00
37	8000	Application Filing Expenses	\$33,900.00	\$33,900.00	\$30,000.00
38		<i>Expense Total</i>	\$184,528.00	\$197,970.00	\$190,920.00
39					
40		REVENUE/EXPENSE DIFFERENCE	-\$25,500.00	-\$38,942.00	-\$35,800.00
41		<i>(Negative balance indicates use of fund balance)</i>			



ITEM NO.: 13e

MEETING DATE: March 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: APPROVAL OF PURCHASE OF 2016 TOYOTA PRIUS IN THE AMOUNT OF \$26,073.17 FOR THE WASTEWATER TREATMENT PLANT AND AMENDMENT OF THE FISCAL YEAR 2015-2016 CAPITAL BUDGET TO REFLECT THE CHANGE IN VEHICLE TYPE

Summary: Council will consider approving the purchase of a 2016 Toyota Prius for the Waste Water Treatment Plant.

Background: Council approved the Capital Improvement Plan for Fiscal Year 2015-2016 which included \$30,000 to replace a 2001 Dodge half-ton truck. This vehicle has approximately 130,000 miles on it and is currently inoperable. The Vehicle Replacement Justification is included at Attachment 1 and the Capital budget sheet for the proposed expense is included as Attachment 2

Discussion: During discussions with the Staff at the Wastewater Treatment Plant, it became apparent that savings could be achieved by replacing the truck with a more efficient vehicle. The workload for this vehicle (on-call operator vehicle and sample delivery) does not require a truck. During certain times of the year, WWTP Staff makes numerous trips per month to deliver samples to the City's contract lab in Fairfield. As these samples can affect future sampling intensity as well as potential fines, it is important that WWTP Staff control the chain of custody and hold times of the samples. Due to these circumstances it is important the vehicle be efficient and reliable.

The Purchasing Department requested bids for a 2016 Toyota Prius or equivalent. Seven bids were received and are included as Attachment 3. Several dealers quoted a Ford C-Max Hybrid. After comparison of the two different vehicles, the Toyota Prius gets an average of 10 miles per gallon improved fuel economy over the Ford C-Max Hybrid. In addition, the Fleet Maintenance Department is confident the Toyota Prius will continue to perform as well as the other ones in the fleet. When comparing the two vehicles long term, there is an economic comparison that could be considered given the Ford C-Max is less in purchase price and the purchase savings could be used to offset the increased cost in fuel consumption verse the Prius.

RECOMMENDED ACTION(S): Approval of purchase of a 2016 Toyota Prius for the Wastewater Treatment Plant in the amount of \$26,073.17 and amendment of the Fiscal Year 2015-2016 Capital Budget to reflect the change in vehicle type.

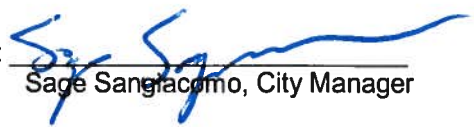
ALTERNATIVES: Approve the purchase of the Ford C-Max Hybrid; Do not approve the purchase of either vehicle and provide direction to Staff.

Citizens advised: N/A
Requested by: Sean White, Director of Water and Sewer.
Prepared by: Jarod Thiele, Public Works Project Analyst and Mary Horger, Purchasing Supervisor.
Coordinated with: Dave Kirch, Senior Equipment Mechanic and Andy Luke, Wastewater Treatment Plant Supervisor.
Presenter: Sean White, Director of Water and Sewer; Jarod Thiele, Public Works Project Analyst
Attachments: 1. Vehicle Replacement Justification
2. Capital Budget Vehicle Replacement
3. Bid Tabulation

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

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

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

Approved: 
Sage Sangiacomo, City Manager

The lowest bid received for the Toyota Prius was offered by Novato Toyota. This has been deemed as non-responsive, as the specification specifically called out for vehicles with white paint, and did not allow for optional colors to be proposed. This does make a difference, as Toyota charges additional fees based on colors specified.

Therefore, it is Staff's recommendation to purchase the Toyota Prius from Jimmy Vasser Toyota in the amount of \$26,073.17.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$30,000	Waste Water Treatment Plant	84024425.80100 PC 15058	Yes ☐ No ☒	N/A



Replace Truck at WWTP Justification

Proposed Vehicle: One new 2015 Ford F-150 2WD, Super Cab Pickup or equal

Department: Public Works

Area of use: Wastewater Treatment Plant (WWTP)

Prepared by: Jarod Thiele, PW Project Analyst & Dave Kirch, Senior Equipment Mechanic

1 VEHICLE PURPOSE

Need for Vehicle within Department Fleet

This vehicle will be used daily for maintenance at the Wastewater Treatment Plant.

2 REPLACEMENT JUSTIFICATION

2.1 Current Vehicle

Description, Mileage, Funding Source and Market Value

The vehicle being replaced is city vehicle #3725, a 2001 Dodge Ram 1500 pickup. Currently it has 130,000 miles on it. This vehicle is in poor condition.

Funding: Sewer Capital (fund 844)

Estimated Value: \$1,000.

2.2 Maintenance Costs

Overall Condition, Maintenance Costs, Out of Service Time, Parts Availability, and Associated Safety Issues

Overall Mechanical Condition: This vehicle is in poor mechanical condition. It needs to be replaced with a reliable vehicle for daily maintenance use at the WWTP.

Maintenance Costs: For the past year this vehicle has incurred over \$3,000 in parts and labor costs.

Out of Service Time: This vehicle was out of service for 36 hours over the last fiscal year.

Parts Availability: Yes, most parts are available from the factory.

Associated Safety Issues: None

2.3 Shared Resources

Define any Resources Currently Available within the City of Ukiah Fleet which could be Utilized for this Purpose.

There are no vehicles in the city fleet available for use as a permanent replacement.

3 PROPOSED VEHICLE SPECIFICATIONS

Proposed Vehicle Specifications

One new 2015 Ford F-150 2WD, Super Cab Pickup or equal
COST - \$30,000

4 ALTERNATIVE FUEL AND CARB REGULATIONS

4.1 Alternative Fuels Availability

Proposed Vehicle Alternative Fuels Availability

An alternative fueled vehicle such as CNG is not recommended due to the amount of time it is used for maintenance of the Waste Water Treatment Plant. A CNG fuelled vehicle would require a rapid fill CNG fueling station. The added expense of constructing a CNG fueling station is not economically feasible at this time.

4.2 CARB STANDARDS

CARB STANDARDS

This vehicle is exempt from CARB standards.

- Replace Truck at WWTP

Capital projects – Public Works Waste Water



Estimated Project Costs For FY 2016	\$30,000
Status	

Funding Source							
Funding Source	Actuals FY 2016	Funding Request FY 2016	Anticipated Request FY 2017	Anticipated Request FY 2018	Anticipated Request FY 2019	Anticipated Request FY 2020	TOTAL
Sewer Operating Fund 840		\$30,000					\$30,000

Project Description: Replace Dodge Truck at the Waste Water Treatment Plant due to its age, mileage and condition

FY 2015/2016

BID RESULTS - E35101 - TOYOTA PRIUS OR EQUAL							
TOYOTA PRIUS				FOR C-MAX			
Vendor	Model	Price	Note:	Vendor	Model	Price	Note:
Jimmy Vasser Toyota	2016 Toyota Prius	\$26,073.17		Ukiah Ford	2016 Ford C-Max Hybrid SE	\$24,075.02	
Malta Toyota	2016 Toyota Prius	\$26,977.96		Zumwalt Ford	2016 Ford C-Max Hybrid SE	\$24,356.14	
Thurston Auto Plaza	2016 Toyota Prius	\$27,275.05					
Bids Not Under Consideration:							
Novato Toyota	2015 Toyota Prius	\$24,692.63	Not-equal: Silver and Seaglass Pearl colors available only	Zumwalt Ford	2015 Ford C-Max Hybrid SE	\$24,068.84	Reflects \$2k Rebate - Expires 2/29/16 - Would not be able to purchase in time.



PITEM NO.: 13f
MEETING DATE: March 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: THE CITY COUNCIL WILL CONSIDER AND POSSIBLY APPROVE A LETTER TO THE COUNTY OF MENDOCINO TO NEGOTIATE AN AGREEMENT WITH THE CITY ON THE TERMS AND CONDITIONS FOR INCLUDING THE CITY IN AN AMBULANCE EOA (EXCLUSIVE OPERATING AREA)

Summary: Council will consider a letter to Mendocino County Executive Officer asking the County's Emergency Medical Services Agency ("EMS Agency") to negotiate an agreement with the City providing adequate assurance to the City that the level of ambulance service within the City's jurisdiction will be maintained at its historic level. The proposed letter is Attachment 1.

Background: The County EMS agency has determined to establish an exclusive operating area which would allow a single ambulance company to provide ambulance service within that area. The area will include what has been called the Inland Mendocino County Zone, which includes most of inland Mendocino County, including the incorporated cities (Willits and Ukiah), Hopland, Laytonville, and Covelo. Under the Emergency Services Act ("EMS Act," Cal. Health and Safety Code ("H & S Code" sections 1797.1 and following), an EMS Agency can establish an exclusive operating area "EOA", but it must select the provider of ambulance service to serve that area through a competitive bidding process. (See H & S Code Section 1797.224, quoted in full below.)

Mendocino County's EMS Agency, which is Coastal Valley EMS, has been working on an RFP (Request for Proposal) to solicit bids from ambulance companies to serve the Inland Mendocino County Zone EOA. City Staff has not been allowed to participate fully in the process due to the County's concern that the City could partner with the EOA provider or even bid on the EOA. Staff has communicated to the RFP developers that the level of service within the City of Ukiah must be maintained at historical levels or at a level that is better than the historic level. Staff has been denied access to the RFP document to determine if the RFP requires that these levels will be maintained.

Discussion: Ukiah has been providing emergency medical services in the City before the EMS Act was adopted in 1980 and became effective in 1981. In 1991, the City determined to establish an ambulance service provided by its fire department, which provided the exclusive EMS response in the City until 2014. The decision to dispatch the fire department ambulance to all EMS calls in the City gave rise to disputes between the City, the County EMS Agency, and Ukiah Ambulance Service "UAS" which was the private ambulance company responding at the time to EMS calls in the City. The disputes were resolved in a lawsuit filed by the City against the County EMS Agency and a lawsuit filed by UAS against the City. The cases were consolidated and the judge issued a Statement of Decision for both cases. Following that

RECOMMENDED ACTION(S): Approve letter to the Executive Office of Mendocino County and authorize and direct the Mayor to sign on behalf of the City Council.

ALTERNATIVES: Revise the agreement; decline to send an agreement; and/or provide direction to Staff.

Citizens advised: N/A
Requested by: Sage Sangiacomo, City Manager and Fire District Merger Ad Hoc (Brown/Doble).
Prepared by: Kirk Thomsen, Fire/EMS Division Chief and David Rapport, City Attorney.
Coordinated with: David Rapport, City Attorney and John Bartlett, Fire Chief.
Presenter: Sage Sangiacomo, City Manager.
Attachment: 1. Draft letter to Carmel Angelo

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

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

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

Approved: 
Sage Sangiacomo, City Manager

decision, the City settled with UAS which dismissed its case and the City and the County entered an agreement in February 1995. As described in Attachment 1, in that agreement the County agreed that if an ambulance service other than the City ambulance service wanted to respond to EMS calls in the City, there would have to be an agreement among the City, the ambulance company and the EMS Agency. In the absence of that agreement, the EMS Agency may conduct a competitive bid process to select an exclusive provider, "subject to the CITY's rights under Health and Safety Code Section 1797.201." That section says:

Upon the request of a city or fire district that contracted for or provided, as of June 1, 1980, prehospital emergency medical services, a county shall enter into a written agreement with the city or fire district regarding the provision of prehospital emergency medical services for that city or fire district. **Until such time that an agreement is reached, prehospital emergency medical services shall be continued at not less than the existing level, and the administration of prehospital EMS by cities and fire districts presently providing such services shall be retained by those cities and fire districts,** except the level of prehospital EMS may be reduced where the city council, or the governing body of a fire district, pursuant to a public hearing, determines that the reduction is necessary.

H&S Code Section 1797.224 authorizes an EMS Agency to establish exclusive operating areas as long as an exclusive provider of ambulance service is selected using a competitive bidding process. That section says:

A local EMS agency may create one or more exclusive operating areas in the development of a local plan, if a competitive process is utilized to select the provider or providers of the services pursuant to the plan. No competitive process is required if the local EMS agency develops or implements a local plan that continues the use of existing providers operating within a local EMS area in the manner and scope in which the services have been provided without interruption since January 1, 1981. A local EMS agency which elects to create one or more exclusive operating areas in the development of a local plan shall develop and submit for approval to the authority, as part of the local EMS plan, its competitive process for selecting providers and determining the scope of their operations. This plan shall include provisions for a competitive process held at periodic intervals. **Nothing in this section supersedes Section 1797.201.** (Emphasis added.)

While the term of the 1995 agreement between the City and the County terminated on December 31, 1996, in the agreement the County recognized that the administration of prehospital EMS by cities providing those services when the EMS Act became effective in 1981 is retained by those cities and that nothing in Section 1797.224, authorizing an EMS Agency to establish an exclusive operating area "supersedes Section 1797.201."

The letter (Attachment 1) requests the County to negotiate an agreement with the City in order to include the City in the EOA for the Inland Mendocino County Zone. That agreement can address the standard of service to the City that an exclusive provider must provide in the City. Staff recommends that the City Council approve the letter (Attachment 1) which has been prepared for the Mayor's signature.

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

[City of Ukiah Letterhead]

Carmel J. Angelo, Chief Executive Officer
Mendocino County Executive Office
501 Low Gap Road, Rm. 1010
Ukiah, CA. 95482

RFP for Exclusive Operating Area in Inland Mendocino County

Dear Ms. Angelo:

The Ukiah City Council has been informed that the County anticipates issuing in April 2016 a Request for Proposals (RFP) to establish an exclusive operating area (EOA) for ambulance service in the Inland Mendocino County Zone, which includes the City of Ukiah. For the reasons set forth below, the City Council contends that the County EMS Agency (Coastal Valley EMS) must negotiate an agreement with the City specifying the conditions under which the City can be included in the proposed EOA. Because of concerns that the City of Ukiah (City) might compete to serve this area or enter a contractual relationship with the successful bidder, the City has not had an opportunity to review drafts of the RFP, and has limited opportunity to influence its content.

As the County has acknowledged in the past, the Decision in *City of Ukiah v. County of Mendocino*, Mendocino County Superior Court Nos. 65248 and 65575 (Nov. 22, 1994) found that Health and Safety Code Section 1797.201 “. . . allows cities and counties to enter into “a written agreement . . . regarding the provision of prehospital emergency medical services for that city . . . “ The Court in that case found that the County EMS Agency exercises “medical control” of EMS in the City, but that the City and the EMS Agency would have to enter an agreement under Section 1797.201 to transfer administration of emergency medical services to the County.

As a result of the court’s Statement of Decision, the City and County did negotiate an agreement.

Under that agreement:

COUNTY and CITY further agree that in the event that the services of another entity cannot be integrated into the system in a manner acceptable to all parties, the COUNTY may conduct a competitive bid process to select an exclusive provider, ***subject to the CITY’s rights under Health and Safety Code section 1797.201***. CITY shall be afforded reasonable opportunity to participate in such competitive process. (Agreement, pp. 4-5, Section IV.D. Emphasis added.)

While the City/County agreement expired on December 31, 1996, it recognizes that under Health and Safety Code Section 1797.201: “. . . Until such time that an agreement is reached, prehospital emergency medical services shall be continued at not less than the existing level, and the administration of prehospital EMS by cities and fire districts presently providing such services shall be retained by those cities and fire districts . . .” Based on Section 1797.201 and its past agreement with the County, the City maintains that the County cannot make the City part of

Letter to Carmel Angelo, CAO

Page 2

Subject: Exclusive Service Area for ambulance service

Dated:

an EOA which could reduce the level of ambulance and emergency medical services in the City without the agreement of the City Council.

The City Council has concerns that establishing a very large EOA could result in a reduction in the EMS and ambulance service that the City has enjoyed in the past, unless adequate specifications are developed that impose enforceable standards of service, including ambulance response times that the citizens of the City have come to expect. Before the EMS Agency releases the RFP, the EMS Agency must negotiate with the City an agreement that will assure no reduction in the level of ambulance services in the City.

The City Council does not wish to cause undue delay in the County's schedule to solicit bids for servicing an exclusive ambulance service area, and will use its best efforts to negotiate an acceptable agreement as quickly as possible. Please contact Sage Sangiacomo, City Manager, to schedule a first meeting to discuss the agreement. The City Council has appointed an ad hoc committee consisting of Councilmembers Jim Brown and Kevin Doble who, together with appropriate City staff, are ready to undertake these negotiations.

Very truly yours,

Steven Scalmanini, Mayor

cc: City Council
City Manager
Ukiah Valley Fire Authority
Coastal Valley EMS



ITEM NO.: 13g

MEETING DATE: March 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: DISCUSSION AND APPROVAL OF BUDGET AMENDMENT TO TRANSFER FUNDS FROM DISPOSAL SITE ENTERPRISE FUNDS TO THE CLOSURE MAINTENANCE FUND IN ACCORDANCE WITH CALRECYCLE FINANCIAL ASSURANCE REQUIREMENTS FOR THE LANDFILL CLOSURE PROJECT AND POSSIBLE ADOPTION OF A RESOLUTION

Summary: Council will discuss and consider approval of a budget amendment and possible adoption of a resolution to secure closure costs for the Ukiah Landfill Closure Project to satisfy the CalRecycle Financial Assurance requirements.

Background: In order to comply with resolution 94-33 (Attachment #1) and meet CalRecycle requirements, a budget amendment is needed to complete the transfer. In addition, the City is required to have a balance of \$10,343,287 in the closure maintenance fund to fulfill CalRecycle Financial Assurance requirements. Once funds are deposited into the closure maintenance fund, funds are restricted and require written authorization from CalRecycle for disbursement.

Discussion: City staff is currently in discussions with CalRecycle for the most efficient process to complete the Financial Assurance requirements.

At the time of agenda publication, staff did not have all of the data required to proceed with a firm recommendation. This data, information and recommendation will be forthcoming at the Council meeting.

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

RECOMMENDED ACTION(S): Discussion and approval of budget amendment to transfer funds from disposal site enterprise funds to the closure maintenance fund in accordance with CalRecycle financial assurance requirements for the landfill closure project and possible adoption of a resolution

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: Sage Sangiacomo, City Manager.
Prepared by: Karen Scalabrini, Finance Director and Tim Eriksen, Public Works Director/City Engineer.
Coordinated with: David Rapport, City Attorney.
Presenters: Karen Scalabrini, Finance Director and Tim Eriksen, Public Works Director.
Attachments: 1. Resolution 94-33 Financial Assurance for Closure and Postclosure

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

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

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. ~~94-33~~**FINANCIAL ASSURANCE FOR CLOSURE AND
POSTCLOSURE MAINTENANCE OF THE
CITY OF UKIAH SOLID WASTE FACILITY**

WHEREAS, Public Resources Code Sections 43500 through 43610 and sections of Title 14 of the California Code of Regulations ("Regulations"), Division 7, Chapter 5, Article 3.5, require operators of solid waste landfills to demonstrate the availability of financial resources to conduct closure and postclosure maintenance activities; and

WHEREAS, Title 14, Sections 18283 and 18285 of the California Code of Regulations ("CCR") specify an Enterprise Fund and related financial assurance mechanisms as acceptable mechanisms to demonstrate financial responsibility for financing the closure and/or postclosure maintenance of a solid waste landfill.

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

1. The Finance Director and City Manager of the City of Ukiah ("Finance Director") are authorized and directed to establish and maintain an Enterprise Fund for the City of Ukiah Solid Waste Facility, Facility Permit No. 23-AA-0019, and to deposit in the Enterprise Fund all revenue derived from the operations of the City of Ukiah Solid Waste Facility.
2. The Finance Director is further directed to withdraw sufficient funds from the Enterprise Fund to meet requirements of 14 CCR, Sections 18282 and 18285 and deposit them in a separate fund to be known as the City of Ukiah Solid Waste Facility Closure/Postclosure Maintenance Fund ("Closure/Postclosure Maintenance Fund"). The Closure/Postclosure Maintenance Fund shall be established by the Finance Director of the City of Ukiah and retained by the Treasurer of the City of Ukiah ("Treasurer") to be used exclusively to pay for closure and postclosure maintenance of the City of Ukiah Solid Waste Facility.
3. The Closure/Postclosure Maintenance Fund shall be and remain inviolate against all other claims, including claims of the City of Ukiah or its City Council or the creditors thereof, it being the intent of this Resolution that

1 the mechanism established hereby will provide equivalent protection to a
2 trust fund in ensuring that the assured amounts of funds will be available
3 in a timely manner for closure and/or postclosure maintenance of the City
4 of Ukiah Solid Waste Facility.

- 5 4. Disbursement of funds for closure shall be in accordance with 14 CCR,
6 Section 18262.3.
- 7 5. Disbursement of funds for postclosure maintenance shall be in accordance
8 with the final plan, as approved by the California Integrated Waste
9 Management Board ("Board").
- 10 6. The Closure/Postclosure Maintenance Fund shall be invested by the
11 Treasurer in the manner provided by law.
- 12 7. In the event the Board determines that the City of Ukiah has failed, or is
13 failing, to perform closure and/or postclosure maintenance as required by
14 law, the Board may direct the Finance Director to pay the Director of
15 Public Works from the Closure/Postclosure Maintenance Fund such
16 amounts as are necessary to ensure sufficient closure and/or postclosure
17 maintenance, who then shall be obligated to use such funds for closure or
18 postclosure maintenance in accordance with the directives of the Board.
- 19 8. The Finance Director is directed to produce an annual report for transmittal
20 to the Board, containing the following information concerning the City of
21 Ukiah Solid Waste Facility.
 - 22 a. As appropriate, a revised closure cost estimate, prepared as
23 specified by 14 CCR, Section 18263.
 - 24 b. As appropriate, a revised postclosure maintenance cost estimate,
25 prepared as specified by 14 CCR, Section 18266.
 - 26 c. Status, including balance of the City of Ukiah Solid Waste Facility
27 Closure/Postclosure Maintenance fund.

28 ///

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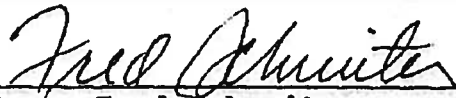
1 PASSED AND ADOPTED this 19th day of January, 1994, by the
2 following roll call vote:

3 AYES: Councilmembers Mastin, Malone, Wattenburger, Shoemaker, and
Mayor Schneider

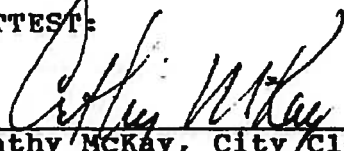
4 NOES: None

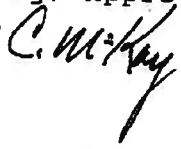
5 ABSENT: None

6 ABSTAIN: None

7 
Mayor Fred Schneider

8
9 ATTEST:

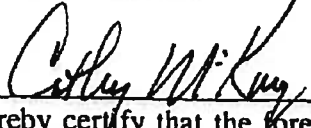
10 
11 Cathy McKay, City Clerk

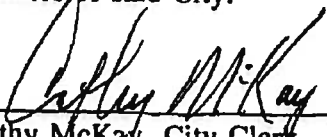
12
13 By Minute Order, March 16, 1994 Regular Meeting, Approved
14 Clerical Corrections to Resolution No. 94-33. 

15
16
17 STATE OF CALIFORNIA)

18)
19 CITY OF UKIAH)

ss.

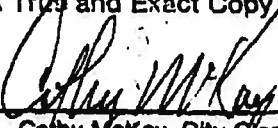
20 I, , City Clerk of the City Council of the City of Ukiah, do
21 hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted
22 by the City Council at a regular meeting held on January, 1994, and duly entered in the
minutes of said City. 19,

23 
24 Cathy McKay, City Clerk

CITY CLERK
City of Ukiah, California

Certified To Be A True and Exact Copy

26
27 B:I/RES1
CTWMB

28 Jan 21, 94 
Date Cathy McKay, City Clerk



ITEM NO.: 13h

MEETING DATE: March 2, 2016

AGENDA SUMMARY REPORT

SUBJECT: CONSIDERATION AND DISCUSSION OF INTEREST IN DEVELOPING A GENETICALLY MODIFIED ORGANISM (GMO) BAN AND CORRESPONDING AD HOC COMMITTEE IF DESIRED

Summary: Mayor Scalmanini requests the City Council discuss and consider establishing a genetically modified organism (GMO) ban within the City of Ukiah similar to the ban approved with Measure H for the County of Mendocino in 2004.

Background and Discussion: Mayor Scalmanini requests the City Council discuss and consider establishing a GMO ban within the City of Ukiah similar to the ban approved with Measure H for the County of Mendocino in 2004. For Council's consideration and reference, Mayor Scalmanini has provided the following documents:

- Attachment #1 Memo from Mayor Scalmanini regarding a GMO ban
- Attachment #2 Measure H Election Results by Supervisorial District and by Cities
- Attachment #3 Election Summary Report - County of Mendocino - March 2, 2004
- Attachment #4 Point Arena's Genetically Modified Organisms Ordinance
- Attachment #5 County of Mendocino Code of Ordinances Measure H Text

The sole purpose of this item is to allow Councilmembers an opportunity to discuss their interest in the submitted policy matter prior to devoting any staff time or resources. If there is majority interest, City staff will work to prepare information and/or support the development of policy as directed by Council.

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

RECOMMENDED ACTION(S): Consideration and discussion of interest in developing a genetically modified organism (GMO) ban and corresponding ad hoc committee if desired.

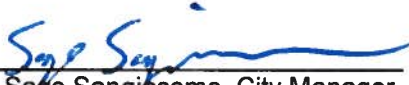
ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: Mayor Scalmanini
Prepared by: Sage Sangiacomo, City Manager
Coordinated with: Mayor Scalmanini
Presenter: Mayor Scalmanini
Attachments:
1. Memo from Mayor Scalmanini
2. Measure H Election Results by Supervisorial District and by Cities
3. Election Summary Report - County of Mendocino - March 2, 2004
4. Point Arena's Genetically Modified Organisms Ordinance
5. County of Mendocino Code of Ordinances Measure H Text

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

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

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

Approved: 
Sage Sangiacomo, City Manager

Attachment #1

To: Ukiah City Council

date: March 2, 2016

From: Steve Scalmanini

Subject: Consideration of GMO Ban
in City of Ukiah

Today is the 12th anniversary of the passage of Measure-H by the voters of Mendocino County, by which it became the first County in the Country to ban the growing of genetically modified organisms. Measure-H applies to the jurisdiction of the unincorporated County and not to the four incorporated cities within the County. Since its passage, one of those four cities, Point Arena, passed a similar ban; to this date the other three cities have not done so.

By way of the accompanying Agenda Summary I request that the Council consider giving direction to staff, possibly with the assistance of an ad-hoc committee, to draft a similar ban, with the most up-to-date language, for the Council to consider at a future date. The objective is to create consistency with the unincorporated area of the County, to take a step further toward a ban on GMO cultivation and propagation inside the entire border of the County, eventually including all four cities, and to implement the will of the voters on that day in 2004 when, as shown in the attached document 'Measure H Election Results by Supervisorial District and by Cities', voters in the City of Ukiah approved Measure-H by a majority of 51.8% to 48.2%.

With sincere regards,

Steve

Statement of Votes Cast
PRESIDENTIAL PRIMARY ELECTION
COUNTY OF MENDOCINO - March 2, 2004

Date:03/15/04
Time:11:25:49
Page:219 of 230

SOVC For Jurisdiction Wide, All Counters, All Races

	MEASURE H - GMO				MEASURE I - SO HUMB			
	Reg. Voters	Total Votes	YES	NO	Reg. Voters	Total Votes	YES	NO
Total	196	137	84	53	-	-	-	-
Total								
Polling Place	47073	20138	12182	7956	113	61	25	36
Absentee	47073	7489	3564	3925	113	0	0	0
Total	47073	27627	15746	11881	113	61	25	36
COUNTY BOARD OF SUPERVISORS								
1ST SUPERVISORIAL DISTRICT								
Polling Place	9452	3837	1972	1865	0	0	0	0
Absentee	9452	1610	711	899	0	0	0	0
Total	9452	5447	2683	2764	0	0	0	0
2ND SUPERVISORIAL DISTRICT								
Polling Place	8125	3268	1744	1524	0	0	0	0
Absentee	8125	1264	595	669	0	0	0	0
Total	8125	4532	2339	2193	0	0	0	0
3RD SUPERVISORIAL DISTRICT								
Polling Place	9962	4045	2643	1402	0	0	0	0
Absentee	9962	1428	699	729	0	0	0	0
Total	9962	5473	3342	2131	0	0	0	0
4TH SUPERVISORIAL DISTRICT								
Polling Place	9557	4134	2480	1654	113	61	25	36
Absentee	9557	1497	651	846	113	0	0	0
Total	9557	5631	3131	2500	113	61	25	36
5TH SUPERVISORIAL DISTRICT								
Polling Place	9977	4854	3343	1511	0	0	0	0
Absentee	9977	1690	908	782	0	0	0	0
Total	9977	6544	4251	2293	0	0	0	0
Total								
Polling Place	47073	20138	12182	7956	113	61	25	36
Absentee	47073	7489	3564	3925	113	0	0	0
Total	47073	27627	15746	11881	113	61	25	36
CITIES								
FORT BRAGG								
Polling Place	3334	1356	790	566	0	0	0	0
Absentee	3334	464	200	264	0	0	0	0
Total	3334	1820	990	830	0	0	0	0
POINT ARENA								
Polling Place	235	98	70	28	0	0	0	0
Absentee	235	18	5	13	0	0	0	0
Total	235	116	75	41	0	0	0	0
UKIAH								
Polling Place	7352	2981	1603	1378	0	0	0	0
Absentee	7352	1193	560	633	0	0	0	0
Total	7352	4174	2163	2011	0	0	0	0
WILLITS								
Polling Place	2302	873	534	339	0	0	0	0
Absentee	2302	321	150	171	0	0	0	0
Total	2302	1194	684	510	0	0	0	0

Statement of Votes Cast
PRESIDENTIAL PRIMARY ELECTION
COUNTY OF MENDOCINO - March 2, 2004

Date:03/15/04
Time:11:25:49
Page:220 of 230

SOVC For Jurisdiction Wide, All Counters, All Races

	MEASURE H - GMO				MEASURE I - SO HUMB			
	Reg. Voters	Total Votes	YES	NO	Reg. Voters	Total Votes	YES	NO
UNINCORPORATED								
Polling Place	33850	14830	9185	5645	113	61	25	36
Absentee	33850	5493	2649	2844	113	0	0	0
Total	33850	20323	11834	8489	113	61	25	36
Total								
Polling Place	47073	20138	12182	7956	113	61	25	36
Absentee	47073	7489	3564	3925	113	0	0	0
Total	47073	27627	15746	11881	113	61	25	36

Election Summary Report
PRESIDENTIAL PRIMARY ELECTION
COUNTY OF MENDOCINO - March 2, 2004

Attachment #3 3/15/04
12:34:31

Summary For Jurisdiction Wide, All Counters, All Races

Registered Voters 47073 - Cards Cast 27933 59.34% Num. Report Precinct 98 - Num. Reporting 98 100.00%

PRESIDENT - DEM	DEM		
		Total	
Number of Precincts		98	
Precincts Reporting		98	100.0 %
Total Votes		14520	
JOHN EDWARDS		3094	21.31%
DICK GEPHARDT		98	0.67%
AL SHARPTON		107	0.74%
LYNDON LAROUCHE		21	0.14%
JOE LIEBERMAN		131	0.90%
WESLEY CLARK		232	1.60%
JOHN F KERRY		7721	53.17%
DENNIS J KUCINICH		2161	14.88%
HOWARD DEAN		689	4.75%
CAROL MOSELEY BRAUN		130	0.90%
Write-in Votes		136	0.94%

U S SENATOR - DEM	DEM		
		Total	
Number of Precincts		98	
Precincts Reporting		98	100.0 %
Total Votes		13242	
BARBARA BOXER		13034	98.43%
Write-in Votes		208	1.57%

REP IN CONG - DEM	DEM		
		Total	
Number of Precincts		98	
Precincts Reporting		98	100.0 %
Total Votes		13251	
MIKE THOMPSON		13118	99.00%
Write-in Votes		133	1.00%

MBR OF ASSEM - DEM	DEM		
		Total	
Number of Precincts		98	
Precincts Reporting		98	100.0 %

Total Votes	12896	
PATTY BERG	12733	98.74%
Write-in Votes	163	1.26%

PRESIDENT - DEM/DTS	DEM	Total	
Number of Precincts	98		
Precincts Reporting	98	100.0 %	
Total Votes	1331		
JOHN EDWARDS	281	21.11%	
DICK GEPHARDT	4	0.30%	
AL SHARPTON	16	1.20%	
LYNDON LAROUCHE	2	0.15%	
JOE LIEBERMAN	13	0.98%	
WESLEY CLARK	24	1.80%	
JOHN F KERRY	597	44.85%	
DENNIS J KUCINICH	305	22.92%	
HOWARD DEAN	73	5.48%	
CAROL MOSELEY BRAUN	11	0.83%	
Write-in Votes	5	0.38%	

PRESIDENT - DEM/DEC	DEM	Total	
Number of Precincts	98		
Precincts Reporting	98	100.0 %	
Total Votes	13189		
JOHN EDWARDS	2813	21.33%	
DICK GEPHARDT	94	0.71%	
AL SHARPTON	91	0.69%	
LYNDON LAROUCHE	19	0.14%	
JOE LIEBERMAN	118	0.89%	
WESLEY CLARK	208	1.58%	
JOHN F KERRY	7124	54.01%	
DENNIS J KUCINICH	1856	14.07%	
HOWARD DEAN	616	4.67%	
CAROL MOSELEY BRAUN	119	0.90%	
Write-in Votes	131	0.99%	

PRESIDENT - REP	REP	Total	
Number of Precincts	98		
Precincts Reporting	98	100.0 %	
Total Votes	6579		
GEORGE W. BUSH	6109	92.86%	
Write-in Votes	470	7.14%	

U S SENATOR - REP	REP
--------------------------	-----

	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	6615	
JOHN M. VAN ZANDT	238	3.60%
JAMES STEWART	415	6.27%
TIM STOEN	963	14.56%
TONI CASEY	460	6.95%
HOWARD KALOOGIAN	364	5.50%
DANNEY BALL	108	1.63%
BARRY L. HATCH	169	2.55%
ROSARIO MARIN	534	8.07%
BILL JONES	3164	47.83%
BILL QURAISHI	126	1.90%
Write-in Votes	74	1.12%

REP IN CONG - REP

REP

	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	5784	
LAWRENCE R. WIESNER	5681	98.22%
Write-in Votes	103	1.78%

MBR OF ASSEM - REP

REP

	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	6511	
DOMINIC J. FOPPOLI	2692	41.35%
RAY TYRONE	3751	57.61%
Write-in Votes	68	1.04%

PRESIDENT - P&F

P&F

	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	61	
LEONARD PELTIER	32	52.46%
WALTER F BROWN	11	18.03%
Write-in Votes	18	29.51%

U S SENATOR - P&F

P&F

	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	53	

MARSHA FEINLAND	48	90.57%
Write-in Votes	5	9.43%

REP IN CONG - P&F	P&F	
	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	3	
Write-in Votes	3	100.00%

MBR OF ASSEM - P&F	P&F	
	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	4	
Write-in Votes	4	100.00%

PRESIDENT - AIP	AIP	
	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	248	
MICHAEL A. PEROUTKA	110	44.35%
Write-in Votes	138	55.65%

U S SENATOR - AIP	AIP	
	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	215	
DON J GRUNDMANN	154	71.63%
Write-in Votes	61	28.37%

REP IN CONG - AIP	AIP	
	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	68	
Write-in Votes	68	100.00%

MBR OF ASSEM - AIP	AIP	
	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %

Total Votes	66	
Write-in Votes	66	100.00%

PRESIDENT - AIP/DTS	AIP		
	Total		
Number of Precincts	98		
Precincts Reporting	98	100.0 %	
Total Votes	45		
MICHAEL A. PEROUTKA	15	33.33%	
Write-in Votes	30	66.67%	

PRESIDENT - AIP/DEC	AIP		
	Total		
Number of Precincts	98		
Precincts Reporting	98	100.0 %	
Total Votes	203		
MICHAEL A. PEROUTKA	95	46.80%	
Write-in Votes	108	53.20%	

PRESIDENT - LIB	LIB		
	Total		
Number of Precincts	98		
Precincts Reporting	98	100.0 %	
Total Votes	151		
MICHAEL BADNARIK	23	15.23%	
GARY NOLAN	66	43.71%	
AARON RUSSO	34	22.52%	
Write-in Votes	28	18.54%	

U S SENATOR - LIB	LIB		
	Total		
Number of Precincts	98		
Precincts Reporting	98	100.0 %	
Total Votes	162		
JAMES P. "JIM" GRAY	64	39.51%	
GAIL K. LIGHTFOOT	92	56.79%	
Write-in Votes	6	3.70%	

REP IN CONG - LIB	LIB		
	Total		
Number of Precincts	98		
Precincts Reporting	98	100.0 %	
Total Votes	34		
Write-in Votes	34	100.00%	

MBR OF ASSEM - LIB	LIB		
		Total	
Number of Precincts		98	
Precincts Reporting		98	100.0 %
Total Votes		142	
KEN ANTON		134	94.37%
Write-in Votes		8	5.63%

PRESIDENT - GRN	GRN		
		Total	
Number of Precincts		98	
Precincts Reporting		98	100.0 %
Total Votes		1129	
LORNA SALZMAN		104	9.21%
PETER MIGUAL CAMEJO		705	62.44%
DAVID COBB		73	6.47%
KENT MESPLAY		13	1.15%
Write-in Votes		234	20.73%

U S SENATOR - GRN	GRN		
		Total	
Number of Precincts		98	
Precincts Reporting		98	100.0 %
Total Votes		196	
Write-in Votes		196	100.00%

REP IN CONG - GRN	GRN		
		Total	
Number of Precincts		98	
Precincts Reporting		98	100.0 %
Total Votes		952	
PAMELA ELIZONDO		385	40.44%
BILL MEYERS		529	55.57%
Write-in Votes		38	3.99%

MBR OF ASSEM - GRN	GRN		
		Total	
Number of Precincts		98	
Precincts Reporting		98	100.0 %
Total Votes		153	
Write-in Votes		153	100.00%

PRESIDENT - NTL	NTL		
		Total	
Number of Precincts		98	
Precincts Reporting		98	100.0 %

Total Votes	7	
Write-in Votes	7	100.00%

U S SENATOR - NTL

NTL

	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	5	
Write-in Votes	5	100.00%

REP IN CONG - NTL

NTL

	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	4	
Write-in Votes	4	100.00%

MBR OF ASSEM - NTL

NTL

	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	5	
Write-in Votes	5	100.00%

SUPERVISOR - 1ST DIST

	Total	
Number of Precincts	16	
Precincts Reporting	16	100.0 %
Total Votes	5294	
IRMA TURNER	1223	23.10%
JOE LOUIS WILDMAN	1501	28.35%
MIKE DELBAR	2561	48.38%
Write-in Votes	9	0.17%

SUPERVISOR - 2ND DIST

	Total	
Number of Precincts	10	
Precincts Reporting	10	100.0 %
Total Votes	4406	
RICHARD M. SHOEMAKER	1815	41.19%
JIM WATTENBURGER	2037	46.23%
PHIL BALDWIN	537	12.19%
Write-in Votes	17	0.39%

SUPERVISOR - 4TH DIST

	Total	
Number of Precincts	22	
Precincts Reporting	22	100.0 %
Total Votes	5226	
KENDALL SMITH	3253	62.25%
STEVE CARDULLO	1954	37.39%
Write-in Votes	19	0.36%

PROPOSITION 55

	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	26958	
YES	13799	51.19%
NO	13159	48.81%

PROPOSITION 56

	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	26621	
YES	10215	38.37%
NO	16406	61.63%

PROPOSITION 57

	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	26866	
YES	15339	57.09%
NO	11527	42.91%

PROPOSITION 58

	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	26632	
YES	17853	67.04%
NO	8779	32.96%

MEASURE H - GMO

	Total	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Total Votes	27627	

YES	15746	56.99%
NO	11881	43.01%

MEASURE I - SO HUMB

	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Total Votes	61	
YES	25	40.98%
NO	36	59.02%

MEASURE F - CITY CLERK

	Total	
Number of Precincts	9	
Precincts Reporting	9	100.0 %
Total Votes	3933	
YES	2020	51.36%
NO	1913	48.64%

MEASURE G - TAX MEASURE

	Total	
Number of Precincts	9	
Precincts Reporting	9	100.0 %
Total Votes	4144	
YES	2625	63.34%
NO	1519	36.66%

ORDINANCE NO. 193

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF POINT ARENA ADDING AN ORDINANCE REGULATING GENETICALLY MODIFIED ORGANISMS.

The City Council of the City of Point Arena does ordain as follows:

CHAPTER 8.25: GENETICALLY ENGINEERED ORGANISMS

8.25.010 Title.

This ordinance shall be known as the City of Point Arena Genetically Modified Organisms Ordinance.

8.25.020 Findings.

The City Council makes the following findings:

- A. Genetically modified life forms and their resulting products are being developed with precipitous speed, and have been introduced into the marketplace before the potential risks and long-term effects of these products have been studied. There are inadequate long-term studies on the impact of genetically modified foods and their impact on humans. It is necessary to protect Point Arena's agricultural industry, natural environment, private property rights of our citizens, and the health and safety of our people by restricting the introduction of genetically altered crops, and other organisms.
- B. The impact on our natural environment from genetically modified organisms and contamination from such is unpredictable, ultimately uncontrollable, and has received little study. It is undeniable that genetically engineered crops have the potential to contaminate other crops and plants, at a distance, through cross-pollination. This may alter or displace existing species of plants, thereby threatening historical preserved strains of food crops, destroying local ecosystems and eradicating biodiversity.
- C. The planting of genetically modified crops may accelerate the development of resistant pest populations, thus limiting the types of pesticides and herbicides that can be used in the future to control those pests and has the potential for producing "super weeds" that are difficult and expensive for farmers and communities to eradicate.
- D. It is impossible for a farmer who plants genetically modified plants to contain the pollen from those crops, and to prevent the contamination of conventionally propagated crops belonging to others at a distance.
- E. It is the intent of the City Council of the City of Point Arena to uphold the public health, safety and welfare of the citizens of the City of Point Arena and to prevent Agricultural and Environmental contamination from transgenic, genetically modified organisms.
- F. Based on these factors, the City Council finds that the propagation, cultivation, raising, and growing of genetically engineered crops in the City of Point Arena constitutes a public nuisance, and shall not be deemed legitimate agricultural operations.

8.05.030 Definitions.

- A. "Crop" means the growing of an agricultural product.

- B. “DNA” means deoxyribonucleic acid, the material naturally found within living cells which contains the genetic code and transmits hereditary patterns.
- C. “Genetically modified organisms (GMOs)” means an organism or the offspring of an organism the DNA of which has been altered or amended through genetic engineering. Such organisms are also sometimes referred to as “genetically engineered organisms” or “transgenic organisms.”
- D. “Genetic engineering” means altering or amending DNA using recombinant DNA technology such as gene deletion, gene doubling, introducing a foreign gene, or changing the position of genes, and includes cell fusion, micro encapsulation, macro encapsulation, gene splicing, and other similar processes. Genetic engineering does not include traditional selective breeding, conjugation, fermentation, hybridization, in vitro fertilization, or tissue culture.
- E. “Organism” means any living thing, exclusive of human beings and human fetuses.

8.05.040 Prohibitions.

It is unlawful for any person, partnership, corporation, firm or organization of any kind to sell, distribute, propagate, cultivate, raise or grow seeds, whole plants, or crops of genetically modified organisms in the City of Point Arena, and any act in violation of this provision is declared to constitute a public nuisance.

8.05.050 Exemptions.

- A. Nothing in this Ordinance shall make it unlawful for a person or other legal entity in the City of Point Arena to purchase, sell or distribute genetically modified human food, animal feed or other agricultural products that lack the potential to reproduce through pollination or seed dispersal.
- B. Nothing in this Ordinance shall make it unlawful for medical or agricultural research institutions, laboratories or manufacturing facilities in the City to conduct licensed medical or agricultural research or medical production involving genetically engineered organisms whose reproduction in the environment can be physically contained. Any person or entity seeking to use genetically modified organisms under the exemption shall provide the City Council with proof that such material is adequately contained to prevent the escape of genetically engineered organisms from the laboratory environment.

8.05.060 Violation Penalties.

Any person or entity that willfully violates the provisions of this Ordinance shall be guilty of an infraction for the first offense and may be charged with a misdemeanor for any additional offense in the same year.

8.05.070 Nuisance Remedies.

It is declared that any sale, distribution, propagation, cultivation, raising or growing of crops of genetically modified organisms is a public nuisance and the City Council may cause proceedings to be brought to abate or otherwise remedy the nuisance in accordance with Chapter 8.05 of the Point Arena Municipal Code.

8.05.080 Abatement of Immediate Hazard.

Notwithstanding the nuisance abatement procedure of Chapter 8.05 of the Point Arena Municipal Code, if the Point Arena City Council determines that the nuisance constitutes an immediate hazard to adjoining or nearby property or ecosystem, and that great or irreparable injury would result from delay until expiration

of the time required under Chapter 8.05, the City Council may utilize a judicial process to seek an abatement order.

8.05.090 Severability.

The provisions of this Ordinance are severable. If any provision of this Ordinance or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

8.05.100 Effective Date.

This ordinance will take effect thirty days (30) after the date of its adoption.

Introduced at a regular meeting of the City Council of the City of Point Arena on April 26, 2005, and Passed and Adopted at a regular meeting of the City Council of the City of Point Arena, Mendocino County, California, on the 24th day of May, 2005, by the following vote:

AYES: Councilmembers Ferrari, Smith, Cross, Sinnott, and Dahlhoff

NOES: None

ABSENT: None

s/Leslie Dahlhoff, **MAYOR**

ATTEST: Fred D. Patten, **CITY CLERK**

(SEAL)

CHAPTER 10A.15 - PROHIBITION ON THE PROPAGATION, CULTIVATION, RAISING AND GROWING OF GENETICALLY MODIFIED ORGANISMS IN MENDOCINO COUNTY

Sec. 10A.15.010 - Finding.

The people of Mendocino County wish to protect the County's agriculture, environment, economy, and private property from genetic pollution by genetically modified organisms. (Measure H-2004, passed March 2, 2004.)

Sec. 10A.15.020 - Prohibition.

It shall be unlawful for any person, firm, or corporation to propagate, cultivate, raise, or grow genetically modified organisms in Mendocino County. (Measure H-2004, passed March 2, 2004.)

Sec. 10A.15.030 - Definitions.

- (A) "Agricultural Commissioner" means the Agricultural Commissioner of Mendocino County.
 - (B) "DNA" or "deoxyribonucleic acid" means a complex protein that is present in every cell of an organism and is the "blueprint" for the organism's development.
 - (C) "Genetically modified organisms" means specific organisms whose native intrinsic DNA has been intentionally altered or amended with non-species specific DNA. For purposes of this Chapter, genetic modification does not include organisms created by traditional breeding or hybridization, or to microorganisms created by moving genes or gene segments between unrelated bacteria.
 - (D) "Organism" means any living thing.
- (Measure H-2004, passed March 2, 2004.)

Sec. 10A.15.040 - Penalties.

- (A) The Agricultural Commissioner shall notify any person, firm, or corporation that may be in violation of Section 10A.15.020 of this Chapter, that any organisms in violation of this Chapter are subject to confiscation and destruction.
- (B) Any person, firm, or corporation that receives notification under subsection (A) shall have five (5) days to respond to such notification with evidence that such organisms are not in violation of this Chapter.
- (C) Upon receipt of any evidence under subsection (B), the Agricultural Commissioner shall consider such evidence and any other evidence that is presented or which is relevant to a determination of such violation. The Agricultural Commissioner shall make such determination as soon as possible, but at least before any genetic pollution may occur.
- (D) Upon making a determination that a violation of this Chapter exists, the Agricultural Commissioner shall cause to be confiscated and destroyed any such organisms that are in violation of this Chapter before any genetic pollution may occur.
- (E) If the Agricultural Commissioner determines there has been a violation of this Chapter, in addition to confiscation and destruction of any organisms that are found to be in violation, the Agricultural Commissioner shall impose a monetary penalty on the person, firm, or corporation responsible for the violation, taking into account the amount of damage, any potential damage, and the willfulness of the person, firm, or corporation.

(Measure H-2004, passed March 2, 2004.)