



CONSENT CALENDAR **October 13, 2009**



All items under the consent calendar will be acted upon in one motion unless a Council-member requests that an individual item be taken up under CONDUCT OF BUSINESS

- A. **Adopt City Council [Resolution](#) Awarding 2009 East Pine and Harold Pavement Repair Project, City Project 2009-10, to Baxman Gravel Company, Inc. and Authorizing City Manager to Execute Contract (Amount not to exceed \$63,567; Account 301-4584-0731) and Authorizing Appropriation/Transfer of Funding in the Amount of \$58,253.44 from AB2928 Traffic Congestion Relief Fund 225 and \$14,813.56 from Street Sales Tax Fund 250 to Fund 301**

In October 2007, the City Council awarded a contract to Baxman Gravel Company, Inc. to complete structural repairs on areas identified by City staff on Pine and Harold Streets. The repairs were completed, but due to deficiencies in the material that caused the pavement to ravel, staff requested that Baxman Gravel replace the areas with new material at no additional cost to the City, and Baxman agreed. Prior to scheduling this work, staff further evaluated the remainder of both streets and identified many additional areas that are breaking down and need to be structurally repaired. The areas were marked and measured in the field, and plans and specifications were prepared to have these sections removed and replaced. This project calls for an additional 12,000 square feet of dig out of 3" of asphalt and replacement with new hot mix asphalt rolled into place. This project was not included for funding in the FY 2009-10 Budget, but due to the rapid deterioration of the street surface and the large volumes of traffic on these two streets, especially bus traffic on Harold Street, staff recommends that the work be undertaken as soon as possible.

In accordance with the California Public Contract Code, the project was advertised for bid on September 3, 2009 with bids due on September 18th. One responsive bid was received from Baxman Gravel Company in the amount of \$63,567. Staff has reviewed the submitted bid and is satisfied that Baxman Gravel Company has the proper license and based on previous contracts with Baxman Gravel Company, they have the experience and meet the requirements necessary to complete the project as bid.

Funding for this project is recommended from the FY 07/08 Traffic Congestion Relief Fund in the amount of \$58,253.44 which must be expended this fiscal year, and the remainder, \$5,313.56, from the Street Sales Tax Fund. As with all contracts, there is

always the potential for unknown or unexpected occurrences that may require a change order, and a 15% contingency for unexpected occurrences is usually included as part of the project. In this case, staff recommends that a \$9,500 contingency be included in the budget amendment, bringing the total amended funding amount to \$73,067. This project is exempt under CEQA, and no further review is required. Staff recommends award of the contract to Baxman Gravel Company.

Recommendation: Adopt City Council Resolution Awarding 2009 East Pine and Harold Pavement Repair Project, City Project 2009-10, to Baxman Gravel Company, Inc. and Authorizing City Manager to Execute Contract (Amount not to exceed \$63,567; Account 301-4584-0731) and Authorizing Appropriation/Transfer of Funding in the Amount of \$58,253.44 from AB2928 Traffic Congestion Relief Fund 225 and \$14,813.56 from Street Sales Tax Fund 250 to Fund 301.

B. Adopt City Council Resolution Authorizing City Manager to Execute Professional Services Agreement with Environmental Science Associates (ESA) for Preparation of Environmental Impact Report for the Mill Site Specific Plan and Related Entitlements, Permits and Plans (Amount not to Exceed \$655,901; Account No. 119-0000-2519)

Georgia-Pacific Corporation is currently completing a Specific Plan for the Georgia-Pacific Mill Site. Georgia-Pacific has established a Developer Deposit Account in order to fund City staff activities associated with the preparation and possible adoption of the Specific Plan and related activities such as the LCP amendment and completion of the environmental review under the California Environmental Quality Act (CEQA). In order to process the application, the City will act as the Lead Agency for the completion of the Environmental Impact Report (EIR) under CEQA. Accordingly, a Request for Proposals (RFP) for the selection of an EIR consultant was approved by City Council in March 2009. The City received proposals from five qualified firms, completed interviews with four firms, and checked references for the top two firms. City staff then negotiated with the top qualified firm, Environmental Science Associates, to ensure that the scope of work for the contract will adequately address the environmental impacts associated with the specific plan and appropriate alternatives.

Recommendation: Adopt City Council Resolution Authorizing City Manager to Execute Professional Services Agreement with Environmental Science Associates (ESA) for Preparation of Environmental Impact Report for the Mill Site Specific Plan and Related Entitlements, Permits and Plans (Amount not to Exceed \$655,901; Account No. 119-0000-2519).

C. Adopt Joint City Council/Redevelopment Agency Resolution Authorizing City Manager/Executive Director to Execute a Modification to the Cost Advancement Agreement with Georgia Pacific for the Mill Site Specific Plan

The City and Georgia Pacific Corporation (GP) are in the process of preparing the Mill Site Specific Plan. In August 2008, the City and GP entered into a Cost Advancement and Reimbursement Agreement which outlines GP's funding obligation for all City staff and consultant services and related costs associated with the processing of the Mill Site development applications, including general plan amendment, local coastal program amendment, specific plan, zoning amendment, subdivision maps, development agreement and related environmental documents. The City has determined that

professional consulting services are necessary for preparation of the environmental impact report (EIR) for the Mill Site Specific Plan and associated development applications. City Council action to authorize a \$655,901 contract with Environmental Science Associates (ESA) is agendaed on this consent calendar. This amendment to the original Cost Advancement Agreement is necessary to clarify the timing and procedures for GP's advance funding of EIR related costs for the Mill Site Specific Plan. Staff recommends adoption of the resolution authorizing execution of the First Amendment to the Cost Advancement and Reimbursement Agreement.

Recommendation: Adopt Joint City Council/Redevelopment Agency Resolution Authorizing City Manager/Executive Director to Execute a Modification to the Cost Advancement Agreement with Georgia Pacific for the Mill Site Specific Plan.

D. Adopt City Council Resolution Declaring Surplus Property (Vehicle, Tractor & Tables)

The Public Works Department has requested that a vehicle, tractor, and six damaged 8' tables stored at Town Hall be declared surplus property. The vehicle and tractor have both been replaced as they have been in use at the City for 19 and 21 years respectively and have outlived their usefulness for City purposes. Once declared surplus, the City Clerk will advertise the vehicle in the local newspaper for sale using a bid process and the vehicle will be displayed at the Police Department parking lot. The tables are no longer useful and will be discarded/recycled.

Recommendation: Adopt City Council Resolution Declaring Surplus Property (Vehicle, Tractor & Tables).

E. Adopt City Council Resolution Authorizing City Manager to Execute a Joint Use Agreement with Mendocino Coast Recreation and Park District (MCRPD) Regarding Skate Park, upon Execution by MCRPD

In September 2007, the City applied for a Community Development Block Grant for preparation of the Skate Plaza Conceptual Design, and the grant was awarded in February 2008.

The Conceptual Design and community planning phase was completed in May 2009, and the City has been in negotiations since with the Mendocino Coast Recreation and Park District (MCRPD) on a Joint Use Agreement to provide for the construction, operation and maintenance of the Skate Park Facility through a Memorandum of Understanding (MOU). The MOU identifies the following areas of responsibility for the MCRPD and the City:

MCRPD Responsibilities: MCRPD will provide the site for the Skate Park; MCRPD will oversee and facilitate the public planning process for constructing the Skate Park Facility, including conducting community workshops and participating in the design process; MCRPD will undertake the daily operation of the Skate Park Facility, including opening and closing the Skate Park Facility each day; MCRPD will oversee the emptying of the trash receptacles into a dumpster provided by the City's approved solid waste hauler in accordance with City's franchise agreement; MCRPD will manage a contract for waterless restroom facilities and/or maintenance of permanent restrooms; MCRPD will pay for all Skate Park Facility utilities; MCRPD will conduct regular inspections of the Skate Park equipment and will be responsible to immediately report to City (or repair) any damage to equipment that constitutes a dangerous condition, as

provided in Section 7 of this agreement, and report within three (3) days damages or conditions which need maintenance or repairs by the City; The City and MCRPD will split equally the cost of maintenance of the temporary waterless restroom facilities until a permanent restroom is provided; MCRPD will initially contribute one thousand (\$1,000.00) toward the establishment of a Maintenance Fund, and in subsequent Fiscal Years on an annual basis unless, through a meet and confer process, the City and MCRPD determine that a greater or lesser amount is needed.

City Responsibilities: City will assist MCRPD with the public planning and design process; The City will oversee and administer the bid process for the design and construction contract(s); The City will manage and administer the design consultant and construction contracts and grant agreements; The City will manage all City planning, permitting, and building applications; The City Police Department will be responsible for conducting patrols of the Skate Park Facility, enforcing ordinances, issuing citations, and ensuring that users abide by all applicable laws and regulations; The City will be responsible for removing graffiti; The City and MCRPD will split equally the cost of maintenance of the temporary waterless restroom facilities until a permanent restroom is provided; The City will initially contribute one thousand (\$1,000.00) toward the establishment of a Maintenance Fund, and in subsequent Fiscal Years on an annual basis unless, through a meet and confer process, the City and MCRPD determine that a greater or lesser amount is needed. The City Finance Department will be responsible for managing the Skate Park Repair and Maintenance Fund.

City staff has received verbal concurrence from MCRPD representatives that the assignment of responsibility in the MOU is acceptable. If, upon consideration by the MCRPD Board, any substantive changes to the MOU are requested, it will return to Council for further action.

Recommendation: Adopt City Council Resolution Authorizing City Manager to Execute a Joint Use Agreement with Mendocino Coast Recreation and Park District (MCRPD) Regarding Skate Park, upon Execution by MCRPD.

F. Approval of Minutes
(1) Minutes of September 28, 2009

Recommendation: Approve.

City Clerk's Office Use Only

Agency Action Approved Approved as Amended

Moved by: _____ Seconded by: _____

Vote: _____

Deferred/Continued to meeting of: _____

Referred to: _____