

Humboldt Transit Authority
Governing Board of Directors
AGENDA
Regular Meeting April 20, 2016
HTA Conference Room - 133 V Street Eureka
9:00 a.m.

- I. Call meeting to Order
- II. Roll Call & Introductions
- III. Citizen's Communications
Members of the community are invited to comment on items or issues not on the agenda.
- IV. Consent Calendar
By motion, recommend the approval of the following items considered to be routine and enacted in one motion. Items may be removed from the Consent Calendar upon request and will be heard separately.
 - a. Memorandum of Understanding between Humboldt Transit Authority (HTA) and American Federation of State, County, and Municipal Employees (AFSMCE) for July 1, 2015 – June 30, 2018.
The employee's contract between HTA and the union expired on June 30, 2015. Staff is recommending extending the contract with certain amendments agreed upon during the negotiating process.
~contract enclosed
Action Recommended: Approve changes to the contract to the the July 1, 2015 - June 30, 2018 Memorandum of Understanding between Humboldt Transit Authority and the American Federation of State, Municipal and County Employees by adopting Resolution 16-09.
 - b. First Amendment and Extension between HTA and UbiquiTel Leasing Company
An extension to and amendment of the existing contract is needed in for UbiquiTel Leasing Company to upgrade their equipment on HTA's cell tower located at 133 V Street.
Action Recommended: Approve First Amendment To Lease between the Humboldt Transit Authority and UbiquiTel Leasing Company.
 - c. Minutes from the March 16, 2016 Regular Board Meeting.
Action Recommended: Approve minutes
- V. Items Removed from the Consent Calendar

Enclosed

VI. Discussion Agenda

Enclosed

- a. January 2016 statistics and financial statements for all systems operated by HTA

VII. Communications

- a. Board
- b. Staff: Technology Presentation at the May regular board meeting.

VIII. Adjournment

Humboldt Transit Authority (HTA) is committed to a policy of non-discrimination pursuant to the requirements of Title VI of the Civil Rights Act of 1964. Persons who require special accommodations, accessible seating, or documentation in alternative formats under the American with Disabilities Act or persons who require translation services (free of charge) should contact HTA at least two days prior to the meeting.

Humboldt Transit Authority (HTA) se compromete a una norma de no discriminación de acuerdo a los requisitos del Artículo VI del Acto Derechos Civiles de 1964. Las personas que requieren alojamiento especial de acuerdo con el American with Disabilities Act, o personas que requieren servicios de traducción (libre de cargo) deben comunicarse con HTA al menos dos días antes de la reunión.



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

Office: (707) 443-0826
Fax: (707) 443-2032
www.hta.org

TO: Chair Lovelace
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: April 20, 2016

SUBJECT: Memorandum of Understanding between Humboldt Transit Authority (HTA) and American Federation of State, County, and Municipal Employees (AFSMCE) for July 1, 2015 – June 30, 2018.

The employee's contract between the American Federation of State, County, and Municipal Employees and Humboldt Transit Authority expired on June 30, 2015. We have successfully negotiated a new contract with the represented employees. Below are some of the highlights.

1. 2.5% wage increase for all bargaining unit members for fiscal years 2015, 2016, and 2017.
2. Medical, dental and vision insurance for employee only for employees hired on or after January 1, 2017.
3. Lead Mechanic, Senior Equipment Mechanic, Equipment Mechanic, and Equipment Technician, will receive an increase of \$200 per fiscal year for tool maintenance allowance.

Action Recommended: Approve changes to the contract to the the July 1, 2015 - June 30, 2018 Memorandum of Understanding between Humboldt Transit Authority and the American Federation of State, Municipal and County Employees by adopting Resolution 16-09.

RESOLUTION 16-09

A RESOLUTION APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING
BETWEEN THE HUMBOLDT TRANSIT AUTHORITY AND THE LOCAL 1684,
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

WHEREAS, the Humboldt Transit Authority (HTA) and the Local 1684, American Federation of State, County and Municipal Employees, AFL-CIO (AFCME) entered into a memorandum of understanding (MOU) for the time period November 28, 2012 through June 30, 2015; and

WHEREAS, the parties have negotiated a successor MOU.

NOW, THEREFORE, BE IT RESOLVED by the Humboldt Transit Authority Governing Board of Directors that the successor memorandum of understanding between Humboldt Transit Authority (HTA) and the Local 1684, American Federation of State, County and Municipal Employees, AFL-CIO (AFCME) for the time period July 1, 2015 to June 30, 2018 is hereby approved.

PASSED, APPROVED AND ADOPTED by the Humboldt Transit Authority Governing Board of Directors, on April 20, 2016 by the following vote:

AYES:

NOES:

ABSENT:

Chair of the HTA Governing Board of
Directors

ATTEST: HTA Secretary to the Board



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TO: Chair Lovelace
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: April 20, 2016

SUBJECT: First Amendment and Extension between HTA and UbiquiTel Leasing Company

In 2001, UbiquiTel Leasing Company signed an agreement with HTA to lease a portion of the 100-foot communication tower that is located on 133 V Street for ten years. In 2010, UbiquiTel picked up their option to extend the contract an additional five years.

An amendment to the contract is needed according to Section 2.10 (contract enclosed) stating that all proposed and future additions, modifications or changes of use of space on the Tower must be first subject to a fully executed amendment to the Lease by both parties. A summary of the proposed changes from PWM Inc. is enclosed.

Action Recommended: Approve the Extension to and the Amendment to the Leasing Agreement between the Humboldt Transit Authority and the UbiquiTel Leasing Company.

Existing & Proposed Terms
Humboldt Transit Authority Communication Site
Sprint

133 V Street, Eureka, CA 95501
A.P.N. 002-091-010

Lessor: Humboldt Transit Authority

Lessee: UbiquiTel Leasing Company (Sprint)

	Existing Terms	Proposed Terms
Initial Lease Commencement:	March 1, 2001	March 1, 2001
Initial Lease Term:	10 years	18 years
Initial Lease Expiration:	February 28, 2011	February 28, 2019
1st Lease Option Commencement:	March 1, 2011	March 1, 2019
1st Lease Option Term:	5 years	3 years
1st Lease Option Expiration:	February 29, 2016	February 28, 2022
2nd Lease Option Commencement:	None	March 1, 2022
2nd Lease Option Term:	None	3 years
2nd Lease Option Expiration:	None	February 28, 2025
Lease Option(s) Notice:	None	Automatically renews unless 60-day written notice from Lessee to not renew.

Monthly Rent:

	Date	Monthly Rent	Annual Rent
Proposed Rent	03/01/2016	\$ 2,721.31	\$ 32,655.72
Current Rent	02/29/2016	\$ 2,424.34	\$ 29,092.08
Initial Rent	03/01/2001	\$ 1,400.00	\$ 16,800.00

Rent Adjustment: Increases 4% on the first day of March each and every year of the Lease.

Holdover: In the event Lessee shall holdover, the monthly rental due during such period shall be an amount equal to two (2) times the monthly rent as computed for the last month of the Term.

Utilities: Lessee shall solely and independently be responsible for the separate metering, billing and payment of utility services consumed by Lessee's operations, including propane.

Standby Electric Power: Lessor agrees to allow Lessee to utilize the Humboldt Transit Authority installed and maintained generator in Lessor's building, up to a maximum of 30 amps, if available and authorized in writing by Humboldt Transit Authority. Lessee assumes all liability from damages to Lessee's equipment from power surges from the standby power.

Existing Equipment as per the Lease:

1. (3) 56" h. x 8" w. x 3" d. panel antennas mounted at 110' w/ (6) 7/8" coax.
2. (80) square feet of ground space for (3) cabinets located adjacent to the Tower.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "First Amendment") is made and entered into this ____ day of _____, 2016, by and between Humboldt Transit Authority, a joint powers public agency, having a principal place of business at 133 V Street, Eureka, California 95501 (hereinafter referred to as "Lessor") and UbiquiTel Leasing Company, a Delaware corporation, having a principal place of business at 6391 Sprint Parkway, Overland Park, KS 66251-2650 (hereinafter referred to as "Lessee"), with respect to the following facts:

WHEREAS, Lessor and Lessee are parties to a Lease dated March 1, 2001 and executed March 28, 2001 (hereinafter the "Lease"), covering certain real property located at 133 V Street, the City of Eureka, County of Humboldt, State of California, 95501, situated on a portion of APN 002-091-010, which is commonly known to Lessee as "HTA - SF03UB368" and commonly known to Lessor as the "HTA Tower"; and

WHEREAS, Lessor and Lessee desire to amend the Lease by this First Amendment to amend the Permitted Use, increase the Lease Term, increase the Basic Rent, amend section 7.01 Consent of Lessor to Alterations and amend section 13.01 Notices;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration herein contained, the parties hereto agree that the Lease shall be amended as follows:

1. ARTICLE I. PREMISES.

Exhibit B. The attached Exhibit B shall be incorporated into and made a part of the Lease and shall supersede and replace the existing Exhibit B to the Lease, respectively.

Exhibit C. The attached Exhibit C shall be incorporated into and made a part of the Lease and shall supersede and replace the existing Exhibit C to the Lease, respectively.

2. ARTICLE II. PERMITTED USE, Section 2.01 is hereby deleted in its entirety and replaced to read as follows:

"Section 2.01. The Leased Premises are leased to Lessee for the following sole and express purpose: To install, maintain and operate a wireless telephone system and related utilities in a designated space adjacent to the tower shown on Exhibit B, with the attachment of equipment at locations upon the Tower of such types and sizes at heights and orientations in such directions as shown on Exhibit C. All proposed and future additions, modifications or changes of use of space on the Tower must be first subject to a fully executed amendment to the Lease by both parties, with Lessor agreeing to the use of the Leased Premises by Lessee, only for the purposes and in the manner as herein set forth, and for no other purpose. Lessee may operate its Leased Premises at any frequency for which it has all requisite permits provided that Lessee must comply with any existing non-interference provisions set forth in this Lease. Lessee shall not use, or permit to be

used by others, any part of the Leased Premises for any purpose other than the purposes for which the Leased Premises are leased as set forth in this Section."

3. ARTICLE III. TERM, Section 3.01 is hereby deleted in its entirety and replaced to read as follows:

"Section 3.01. The initial term of this Lease shall commence on March 1, 2001 (the "Commencement Date") and shall expire upon the earlier to occur of (i) elapse of eighteen (18) years, at the conclusion of the day preceding the eighteenth anniversary of the Commencement Date, (ii) such sooner date as shall coincide with the expiration of Lessor's right to keep the Tower at the Site, or (iii) such sooner date that Lessor determines it is no longer feasible to maintain the Tower. Thereafter, provided that Lessee has faithfully performed its obligations under this Lease, Lessee shall have the option to extend its occupation of the Leased Premises, continuing all the same conditions and provisions hereof, for up to two (2) additional terms of three (3) years each, or such sooner date as shall coincide with the expiration of Lessor's right to keep the Tower at the Site, or such sooner date that Lessor determines it is no longer feasible to maintain the Tower. If this Lease is set to expire pursuant to Section 3.01(i) above, then the Lease shall automatically be extended unless Lessee notifies Lessor in writing that Lessee does not elect any further extension at least sixty (60) days prior to the commencement of such extended term."

"Section 3.01.01. Notwithstanding anything contained in this Section 3.01 to the contrary, in the event the Lease is set to expire because it coincides with the expiration of Lessor's right to keep the Tower at the Site, Lessor shall provide Lessee with at least two hundred seventy (270) days written notice prior to such expiration date."

"Section 3.01.02. Notwithstanding anything contained in this Section 3.01 to the contrary, in the event the Lease is set to expire due to Lessor's determination that it is no longer feasible to maintain the Tower, Lessor shall provide Lessee with at least two hundred seventy (270) days written notice prior to such expiration date."

4. ARTICLE IV. RENT, Section 4.01 and Section 4.02 are hereby deleted in their entirety and replaced to read as follows:

"Section 4.01. Beginning on March 1, 2016, the rent for the Leased Premises, which Lessor agrees to accept as rental and which Lessee agrees to pay as rental, is the basic rent of Two Thousand Seven Hundred Twenty-One Dollars and Thirty-One Cents (\$2,721.31) per month ("Basic Rent"), which is payable monthly, in advance, on or before the first day of each month during the term and any extensions of the Lease, with rent subject annually to adjust as set out in paragraph 4.02.

Basic Rent and Annual Revision of Rent

Section 4.02. Lessee agrees to pay to Lessor as rent for the Leased Premises, the initial Basic Rent during the initial term of this Lease and extensions thereof, provided however, on March 1, 2017, and on the first day of March each and every year of the

Lease during the eighteen year term and any extensions, the monthly rent shall be increased by four percent (4%) of the previous year's monthly rent. If this Lease terminates on a date that is not the last of the month, the Basic Rent shall be prorated on a monthly basis (based on a 30 day month) for the fractional part of the month in which the Lease terminates."

5. ARTICLE VII. ALTERATIONS, REPAIRS, RESTORATION, Consent of Lessor to Alterations, Section 7.01 is hereby deleted in its entirety and replaced to read as follows:

"Section 7.01. Lessee shall make no installation, additions or improvements in or to the Leased Premises, except as otherwise authorized in this Lease, without the prior written consent of Lessor."

6. ARTICLE XIII. NOTICES, Section 13.01 is hereby deleted in its entirety and replaced to read as follows:

"Section 13.01. Any notices, requests, demands or other communications with respect to this Lease, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery after being either mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested or deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice).

Lessor: Humboldt Transit Authority
Attn: General Manager
133 V Street
Eureka, CA 95501

Lessee: UbiquiTel Leasing Company
Sprint Property Services
Site ID: SF03UB368
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a mandatory copy to: Sprint Law Department
Attn: Real Estate Attorney
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020"

7. Except as specifically amended or reiterated above, all terms and conditions of the Lease shall remain in full force and effect. Lessee shall not modify its existing equipment nor shall Lessee install additional equipment on the Tower or on the ground without a further amendment to the Lease.

IN WITNESS WHEREOF, the parties hereto bind themselves to this First Amendment to Lease as of the day and year first above written.

LESSOR:

Humboldt Transit Authority,
a joint powers public agency,
State of California

By: _____

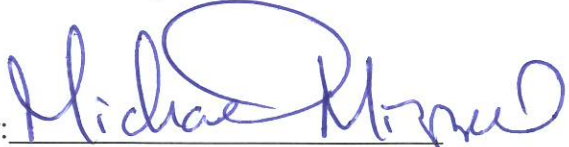
Name: Michael Winkler

Title: Board Chair

Dated: _____

LESSEE:

UbiquiTel Leasing Company,
a Delaware corporation

By: 

Name: Michael Mizzell

Title: Manager - Vendor Management

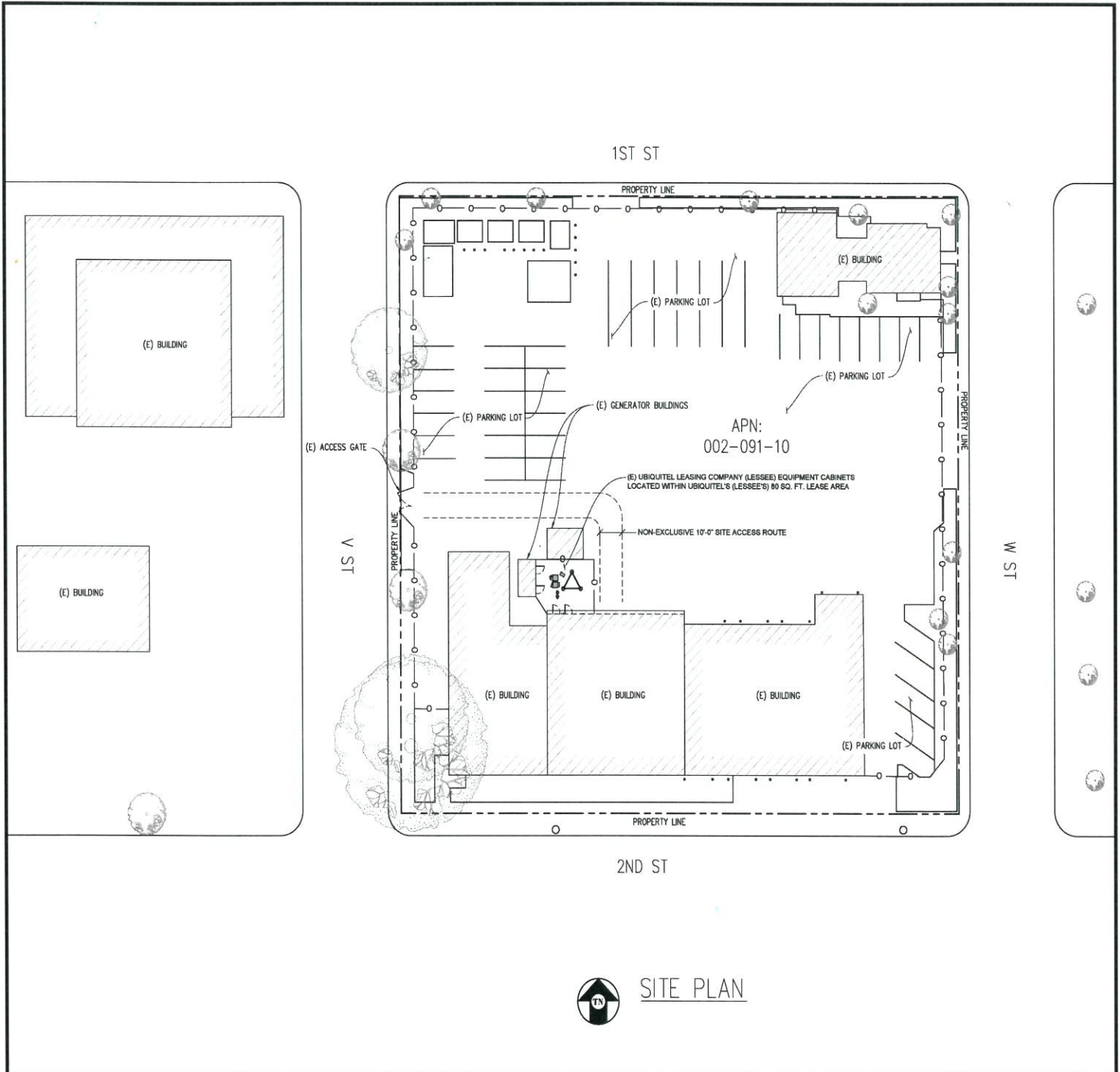
Dated: 3/20/2016

Exhibit B - Site Plan

Exhibit C - Tower Equipment

Exhibit B is hereby deleted in its entirety and replaced to read as follows:

**EXHIBIT B
SITE PLAN**



[Handwritten signature]

Exhibit C is hereby deleted in its entirety and replaced to read as follows:

**EXHIBIT C
TOWER EQUIPMENT**

1. Three (3) 56" h. x 8" w. x 3" d. panel antennas mounted at one hundred ten (110) feet centerline above ground level.
2. Extend and connect a total of six (6) 7/8" coax for signal carriage and amplifier power between Lessee's panel antennas upon the Tower and Lessee's equipment on the ground.
3. All coax leading to the panel antennas shall be stacked and hidden behind the tower legs. Lessor to approve the attachment method and location of Lessee's equipment prior to installation.
4. Lessee shall not modify its existing equipment nor shall Lessee install additional equipment on the Tower or on the ground without a further amendment to the Lease.

MINUTES FOR THE HUMBOLDT TRANSIT AUTHORITY

REGULAR BOARD MEETING

March 16, 2016

ROLL CALL

PRESENT

Board Members

Michael Winkler, City of Arcata

Natalie Arroyo, City of Eureka

Tim Marks, City of Rio Dell

Julie Fulkerson, City of Trinidad

Tami Trent, City of Fortuna

ABSENT

Rex Bohn, County of Humboldt

Mark Lovelace, County of Humboldt

Staff

Greg Pratt, General Manager

Jim Wilson, Director of Maintenance

Karen Wilson, Manager of Operations

Brenda Fregoso, Secretary to the Board

Alene Webb, Finance Manager

Consuelo Espinosa, ADA Specialist

CALL TO ORDER

Vice Chairperson Arroyo called the meeting to order at 9:02 a.m.

Introductions were made.

Also in attendance were Nancy Diamond, HTA Legal Council; Larry Pardi, Arcata & Mad River Transit System; Marcella Clem, Humboldt County Association of Governments.

CITIZEN'S COMMUNICATIONS

None

At 9:03 a.m. the board went into closed session.

- a. Public Comment

None

- b. The board went into closed session pursuant to Government Code Section 54957.6. Agency designated representative: Jack Hughes; Employee organization: Local 1684, American Federation of State, County and Municipal Employees.
- c. Pursuant to Government Code Section 54957.1, at the conclusion of the closed session, a public report will be made by the Board Chair disclosing action taken as required.

The board resumed open session at 9:13 a.m. Vice Chairperson Arroyo announced that was nothing to report.

ACTION ITEMS

a. Redesignation of Consolidated Transportation Service Agency (CTSA)

Humboldt County Association of Governments' Executive Director Marcella Clem discussed the regions Dial-A-Ride program and HTA's involvement to the board. In support of HTA, Larry Pardi ~~addresses~~ addressed the board regarding HTA becoming the CTSA.

b. Memorandum of Understanding between Humboldt Transit Authority (HTA) and American Federation of State, County, and Municipal Employees (AFSCME) for July 1, 2015 – June 30, 2018.

The employee's contract between HTA and the union expired on June 30, 2015. Staff is recommending extending the contract with certain amendments agreed upon during the negotiation~~ing~~ process.

~contract enclosed

This agenda item is moved to the next month's regular boarding meeting on April 20, 2016.

CONSENT CALENDAR

By motion, recommended the approval of the following items considered to be routine and enacted in one motion. Items may be removed from the Consent Calendar upon request and will be heard separately.

Motion by Councilmember Winkler, second by Councilmember Trent to approve the Consent Calendar.
Motion carries unanimously

a. Approval of Minutes

Minutes from the February 17, 2016 regular board meeting.

Action Recommended: Approve minutes

b. Low Carbon Transit Operations Program

Staff is requesting board authorization to change the LCTOP application from a capital lease to a capital purchase. The grant amount will remain the same.

Action Recommended: Authorize the General Manager to apply for the LCTOP funds for an electric bus purchase by approving resolution 16-06.

Items removed from the Consent Calendar.

None

DISCUSSION AGENDA

a. January 2016 statistics and financial statements for all systems operated by HTA

Finance Manager Alene Webb gave the Board highlights from the statistics and financial reports for the month of January 2016.

COMMUNICATIONS:a. Boardb. Staff

Director of Maintenance Jim Wilson gave the board an update on the construction of HTA's new fueling station.

General Manager Greg Pratt announced that HTA will not need to lease an electric bus as he was able to find a resource to purchase the bus outright.

Meeting adjourned at 9:56 a.m.