



GREAT REDWOOD TRAIL AGENCY Board of Directors Meeting

UPDATED AGENDA

**Thursday, November 9, 2023
1:30 pm
Healdsburg City Council Chambers
401 Grove Street, Healdsburg
Sonoma County**

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. AGENDA APPROVAL**
- D. PUBLIC COMMENT**

Comments will be limited to three minutes per person and not more than ten minutes per subject, so that everyone can be heard and may be further limited at the discretion of the Chairwoman of the Board if the number of commentators reasonably so requires. "Public comment" time is limited to matters under the jurisdiction of the Agency that may not have been considered by the Agency previously and are not on the agenda. No action will be taken. Members of the public may also comment during specific agenda items when recognized by the Chair.

- E. CLOSED SESSION**

- 1. Discussion regarding appointment of General Manager.** [Government Code Section 54957(b)(1)]

F. CONDUCT OF BUSINESS

1. Discussion and Possible Action Regarding approval of an employment contract for the General Manager.
2. Discussion and possible action to adopt a resolution to:
 - a. Authorize the Interim Executive Officer to negotiate and enter into a contract for an emergency culvert repair work at McNab Creek, Mendocino County.
 - b. Make finding that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.
 - c. Make finding that the requirements of CEQA do not apply because the emergency work is exempt pursuant to section 15359 of the California Administrative Code and section 210801(b)(2) and (b)(4) of the Public Resources Code.
 - d. Amend the approved FY 2023/2024 Budget to fund the emergency culvert repair.

G. CONSENT CALENDAR

1. Approval of Minutes – Board of Directors Meeting – October 14, 2023
2. Approval CalCard Statement – October 2023
3. Authorization for the Interim Executive Director to approve license agreements in a form approved by Counsel for the following entities:
 - a. With the Loleta Chamber for the Loleta Community Park in the town of Loleta, Humboldt County;
 - b. With Daniel Steel and Machine Inc, for 0.74-acres in the vicinity of 160 Brush Street, Ukiah, Mendocino County;
 - c. With Trinity River Timber dba North Fork Lumber Company for placement of a culvert and use of property for a log and lumber transfer yard at Mile Post 139.87, Mendocino County.
4. Authorization for the Interim Executive Director to approve an updated lease agreement with Boston Transit Group Inc. for the lease of 33 Great Redwood Trail Agency-owned boxcars in a form approved by Counsel.

H. STAFF REPORT – Karyn Gear

1. Update from City of Healdsburg staff on the Foss Creek Trail.

I. MASTER PLAN UPDATE

J. MATTERS FROM THE BOARD

K. ANNOUNCEMENT OF NEXT MEETING

Board of Directors Meeting
January 25, 2024, at 10:30am
Ukiah City Council Chambers
300 Seminary Ave.
Mendocino County

L. ADJOURNMENT

AGENDA NOTE

All items appearing on the agenda are subject to action by the Board of Directors. Staff recommendations are subject to action by the Board of Directors. Staff recommendations are subject to change by the Board.

AMERICAN WITH DISABILITIES ACT (ADA) REQUESTS

To request disability-related modifications or accommodations for accessible locations or meeting materials in alternative formats (as allowed under Section 12132 of the ADA) please contact Hiedy Torres, at least 72 hours before the meeting by email at: hiedy@thegreatredwoodtrail.org.

ADDITIONS TO AGENDA

The Brown Act, Section 54954.2, states that the Board may take action on off-agenda items when: a) a majority vote determines that an "emergency situation" exists as defined in Section 54956.5, or b) a two-thirds vote of the body, or a unanimous vote of those present, determines that there is a need to take immediate action and the need for action arose after the agenda was legally posted, or c) the item was continued from a prior, legally posted meeting not more than five calendar days before this meeting.

ADDITIONAL MEETING INFORMATION FOR INTERESTED PARTIES

Written materials related to an item on this agenda submitted to the Board of Directors are available for public inspection in the GRTA office located at 419 Talmage Road, Suite M, Ukiah California with 72-hour notice. Documents maintained for public inspection are considered draft documents until approved by the Board of Directors. Official records are maintained for public inspection in the GRTA office.

CLOSED SESSION

If agendized, GRTA may adjourn to a closed session to consider litigation or personnel matters. Discussion of litigation or pending litigation may be held in closed session by authority of Government Code Section 54956.9; discussion of personnel matters by authority of Government Code Section 54957; to confer with their negotiator regarding real property by authority of Government Code Section 54956.8.



MEMO

To: GRTA Board of Directors

From: Karyn Gear, Interim Executive Director

Date: 11/6/2023

Subject: **Agenda Item F.1 – Discussion and Possible Action Regarding Approval of an Employment Contract for the General Manager**

The GRTA has conducted a recruitment process for the General Manager position and conducted interviews of candidates at its August 17, 2023 and October 19, 2023 board meetings. Direction was given to staff to offer the position to Elaine Hogan, pending approval of an employment contract. Staff has worked with Counsel to prepare the attached contract.

Staff Recommendation:

Staff recommends the Board approve the employment contract attached as Exhibit A, appointing Elaine Hogan as General Manager of the GRTA.

Agenda Item F.1 – Exhibit A

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into by and between the Great Redwood Trail Agency, a public agency created pursuant to California law ("Employer"), and Elaine Hogan ("Employee"), who are the parties ("Parties") to this Agreement, which is effective on the date of the approval hereof by all parties ("the Effective Date").

RECITALS

WHEREAS Employer has completed its search for a new General Manager, an at-will position; and,

WHEREAS the Board of Directors of the Great Redwood Trail Agency ("the Board") wishes to employ Employee in that capacity; and,

WHEREAS Employee wishes to accept that employment,

NOW THEREFORE the Parties agree as follows:

AGREEMENT TERMS

1. Term of Agreement.

1.1 **At-Will Agreement.** This Agreement is at-will, and is entered into with the express understanding of the parties that, subject to the notice provisions set forth in Section 8 hereof, either party may terminate this Agreement at any time and for any lawful reason, in their sole and absolute discretion. No party shall have the authority to modify this Section 1.1 other than by a written amendment approved by the Board of Directors.

1.2 **Commencement of Term.** Employees' employment as the General Manager of Employer shall begin on January 2, 2024.

2. Title, Duties and Authority.

2.1 **Title and Nature of Position.** Employee's position and title with Employer will be General Manager ("GM"). This position is a full-time, exempt position, the normal schedule for which shall be Monday through Friday.

2.2 **Duties and Authority.** GM's duties and authority will be consistent with those of a General Manager of a small agency. GM will have full and exclusive authority to hire, compensate, and terminate staff of Employer, within the framework of policy and the approved budget for Employer. GM will devote best efforts, diligence, abilities and attention to the business and affairs of Employer and to the performance of duties as Employer's chief executive officer. GM will abide by all policies, practices and procedures of Employer as they are established and updated by the Board. GM will assist Employer to comply with all the laws, regulations, policies and practices that apply to Employer. GM will deal with Employer in all matters relating to or affecting the business and business relationships of Employer with the highest degree of good faith, fidelity, and loyalty. GM will report directly to the Board and may be present at all meetings of the Board and any committee of the Board, except when the Board determines to go into closed session to address any dispute between GM and the Board, GM's

employment contract, work performance, or salary or other compensation. GM will perform such specific duties as the Board may from time to time require and will perform all duties in accordance with such reasonable standards as may be established from time to time by the Board.

3. Evaluation.

3.1 Six-Month Initial Review. The Board shall perform an initial review of GM's performance upon the completion of the first six months of GM's employment with Employer to determine whether Employee's initial performance of her duties meets expectations. Nothing in this section shall be interpreted to vary the terms of Sections 1 and 8 hereof regarding the nature of the employment relationship or the method of termination thereof.

3.2 Annual Evaluation. The Board or its designee shall evaluate GM's performance annually. The evaluation shall be completed by July 31 of each year, or as soon thereafter as practicable. The Board or its designee may evaluate GM's performance more frequently at its discretion.

4. Compensation.

4.1 Base Salary. GM will be paid, for duties performed pursuant to the Agreement, a base salary of \$120,000 per annum payable in accordance with Employer's normal payroll procedure, less any applicable tax withholdings and deductions. GM's base salary may be modified from time to time by the Board.

5. Benefits.

5.1 Health Benefits. GM will receive \$1,000 monthly contribution from Employer towards CalPERS medical plans, and shall be provided access to CalPERS dental and vision plans to the extent such are available via CalPERS. The monthly contribution may be used toward CalPERS medical, dental, and/or vision plans in which GM enrolls, but shall not be payable to GM if total actual monthly premium expenses are less than \$1,000. If actual premiums for all such plans in which GM is enrolled exceed \$1,000 per month, GM shall be responsible for any portion over \$1,000.

5.2 Retirement Benefits. Employer shall contract with CALPERS for retirement benefits for GM. Employer shall pay the Employer Contribution as determined by the CALPERS contract, and any Employee contribution shall be withheld from Employee's pay according to Employer's payroll practices.

5.3 Time Off Benefits.

5.3(a) Vacation Leave. GM will accrue annual vacation accrued on a per-pay period basis as service hours are completed, such that 1/26 of Employee's annual vacation time shall accrue upon the completion of each pay period. GM will accrue annual vacation time at a rate of 120 hours annually during the first three years of employment. After three years, the accrual rate will increase to 160 hours annually.

5.3(b) Sick Leave. GM will accrue sick leave on a per pay period basis as service hours are completed at a rate equivalent to 96 hours annually.

5.3(c) Administrative Leave. GM will accrue administrative leave a per pay period basis as service hours are completed at a rate equivalent of 96 hours annually.

5.3(d) **Holidays.** GM will be entitled to 11 paid holidays, which shall be the same holidays as State of California employees.

6. Expense Reimbursement.

6.1. **Expenses.** Employer will pay or reimburse GM for all reasonable expenses incurred by GM in the performance of her duties under the Agreement, and in accordance with the policies and budget approved by the Board. Any such expense that has been properly documented by GM in accordance with Employer's policies and procedures shall be reimbursed as soon as reasonably possible after they have been incurred, and in no event later than two weeks after they are submitted for reimbursement.

6.2 **Travel.** Reimbursement for travel while GM is performing her duties under the Agreement includes payment by Employer for the travel costs of the GM. The reimbursement of travel expenses, including lodging and meals, shall not exceed reimbursement applicable generally to State employees, and GRTA's travel policy as may be established by the Board.

7. Outside Activities.

7.1 **Other Activities.** GM agrees that she will not engage in any activity that conflicts or interferes with, or in any way compromises her performance of her obligations and responsibilities under this Agreement. GM shall not, directly or indirectly, enter into or engage in any business that competes with the business of or services provided by the Employer. GM will not, except as otherwise agreed to by the Board or stated herein, work with or accept and receive any compensation or consideration from any other organization, firm, person, corporation, or otherwise, for services to be performed by GM.

8. Termination of Employment.

8.1 **Termination by Employer.** This Agreement and GM's employment may be terminated by Employer at any time with or without cause, by a majority of the membership of the Board and by delivery to GM of a written notice of such termination (the "Termination Notice"). The Termination Notice will state the effective date of such termination and may, but need not, state whether such termination is for "Cause," as defined in Section 8.1(a), or without Cause pursuant to Section 8.1(b). Unless the Termination Notice states that the termination is for Cause and states the Cause with reasonable particularity, the termination will be deemed to be without Cause pursuant to Section 8.1(b).

8.1(a) **Termination by Employer for Cause.** Termination for "Cause" will be defined to include, but not be limited to, the following:

8.1(a)(i) The commission by GM of an act of misconduct including, but not limited to, the violation of any law, rule, policy, code of conduct, regulation, or cease and desist order applicable to GM or Employer, or an act which constitutes a conflict of interest with Employer, or a breach of fiduciary duty owed by GM to Employer;

8.1(a)(ii) GM's breach of this Agreement, dishonesty, insubordination or failure to follow a directive of the Board, habitual absence from work, or failure to perform duties or negligence in the performance of duties, provided that if termination is contemplated because of dissatisfaction with the manner or quality of GM's work performance, GM will be informed in writing of the nature of the dissatisfaction and will be given no less than 30 days to rectify, in accordance with the Board's requirements, the performance issues so identified;

8.1(a)(iii) GM's becoming incapacitated or disabled as defined in Section 8.4 below; or,

8.1(a)(iv) Any criminal conviction of GM, whether by verdict, plea of guilty, or plea of nolo contendere, other than for a minor traffic violation, whether or not in connection with GM's employment at the Employer.

8.2 Termination by GM. This Agreement and GM's employment hereunder may be terminated by GM at any time upon sixty (60) days' prior written notice to the Board or upon such shorter period as may be agreed upon between GM and the Board or Chair of the Board, provided that upon receipt of such notice, the Board may, in its discretion, relieve GM of all duties and authority and remove GM's access to Employer's facilities and equipment during the notice period. Regardless of any actions taken by Employer subsequent to its acceptance of notice, Employer will be obligated to compensate GM for the entire notice period given by GM, whether such period is the sixty (60) days required by this section or a shorter period agreed to by GM and the Board or Chair of the Board.

8.3 Termination by Death. In the event of the death of GM during the Term of this Agreement, the employment by Employer of GM will cease automatically and immediately. Employer will pay to GM's estate her salary earned up to the date of death along with payment "for accrued and unused vacation". Any vested benefits that GM has on the date of her death shall be paid or provided in the manner specified in the applicable benefit plan. All other obligations of Employer to GM will cease.

8.4 Termination by Disability. If GM is prevented from performing her duties because of any physical or mental impairment for a total of ninety (90) days within a twelve (12) month period, the Agreement may be terminated by Employer and Employer will pay to GM or her heirs the base salary earned by GM until the date of termination along with payment for accrued and unused vacation. Any vested benefits that GM has on the date of such termination shall be paid or provided in the manner specified in the applicable benefit plan. All other obligations of Employer to GM will cease.

9. General Provisions.

9.1 **Indemnification.** Employer will, to the fullest extent permitted under the regulatory exemption for indemnification in Internal Revenue Code ("Code") Regulation § 1.409A-1(b)(IO) and under any applicable law, indemnify, defend and hold and save GM, her heirs, administrators or executors and each of them harmless from any and all actions and causes of action, claims, demands, liabilities, losses, damages, or expense, of whatsoever kind and nature, including judgments, interest and attorneys' fees and all other reasonable costs, expenses and charges which GM, her heirs, administrators, or executors and each of them will or may at any time or from time-to-time, subsequent to the date of this Agreement, sustain or incur, or become subject to by reason of any claim or claims against GM, her heirs, administrators or executors and each of them from carrying out the terms and conditions of this Agreement, except for gross negligence, willful misconduct or criminal acts or omissions on the part of GM, provided that GM, her heirs, administrators or executors or one of them promptly notifies Employer of adverse claims or threatened or actual lawsuits. GM, to the extent reasonably possible, will provide complete cooperation to Employer, its attorneys and agents in such case.

9.2 **Notices.** Any notice, request, demand or other communication required or permitted hereunder will be deemed to be properly given when personally served in writing and when deposited in the United States mail, registered or certified, postage prepaid, addressed to the Party at the last address supplied to the sending Party by the addressed Party.

9.3. **Waiver.** The waiver by any Party of a breach of any provision of the Agreement by the other will not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of the Agreement.

9.4 **Tax Provisions.**

(a) All compensation and benefits payable or provided pursuant to the Agreement shall be subject to any tax reporting and withholding requirements that might apply under any applicable law.

(b) The parties intend that all payments and benefits payable to GM under the Agreement are compliant with and/or exempt from the requirements of Section 409A of the Code and any regulation and other guidance issued by the Internal Revenue Service with respect to such Section (collectively, "Section 409A") so as not to trigger the additional tax and/or penalties or interest imposed by Section 409A. To the extent the Agreement provides for payments to be made or benefits to be provided upon a termination of employment, and to the extent such payments or benefits are subject to Section 409A, the meaning of "termination of employment" (and other similar phrases) for purposes of those payments or benefits shall mean a "separation from service" as defined in Section 409A. Each payment provided for under the Agreement shall be treated as a separate payment for purposes of the application of Section 409A. To the extent any reimbursements or in-kind benefits due to GM under the Agreement constitute "deferred compensation" under Section 409A, any such reimbursements or in-kind benefits shall be paid to GM in a manner consistent with Code Reg. Section 1.409A-3(i)(1)(iv), which shall include, but not be limited to, satisfying the following requirements: (i) the right to reimbursement or payment of expenses, or in-kind benefits, shall not be subject to liquidation or exchange for another

benefit; (ii) the amount of expenses eligible for reimbursement or payment, or in-kind benefits provided, during any taxable year shall not affect the expenses eligible for reimbursement or payment, or in-kind benefits to be provided, in any other taxable year and (iii) any claim for reimbursement or payment of an eligible expense that has been timely and properly submitted must be paid no later than two weeks after they are incurred.

(c) Nothing contained in the Agreement and no action taken pursuant to the provisions of the Agreement shall create or be construed to create a Trust of any kind. To the extent that GM acquires a right to receive payments from Employer under the Agreement, Employer's obligation to make such payments represents an unfunded promise or covenant to pay such amount running from Employer to GM.

9.5 **Entire Agreement.** Except as provided herein, this Agreement contains the entire agreement of the Parties. It supersedes any and all other agreements, either oral or in writing; between the Parties with respect to the employment of GM by Employer. Each Party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement or promise not contained in this Agreement will be valid and binding.

9.6 **Amendments.** No amendments or additions to this Agreement will be binding unless in writing and signed by both Parties except as herein otherwise provided.

9.7 **Paragraph Headings.** The paragraph headings used in this Agreement are included solely for convenience and will not affect, or be used in connection with, the interpretation of this Agreement.

9.8 **Severability.** The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions.

9.9. **Governing Law.** Except where federal law governs, the Agreement is to be governed by and construed under the laws of the State of California, County of Sonoma.

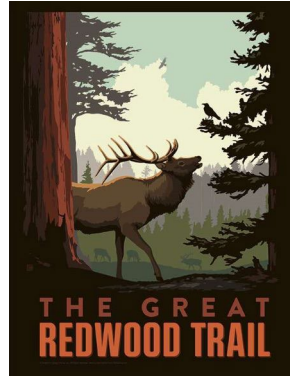
IT IS SO AGREED.

Date

General Manager

Date

Board Chair



MEMO

To: GRTA Board of Directors

From: Karyn Gear, Interim Executive Director

Date: November 3, 2023

Subject: Agenda Item F.2 – McNab Creek Culvert Emergency Repair

Background

On Thursday October 5, 2023, staff received notification from an adjacent landowner of the failure of a large GRTA culvert on McNab Creek, just upstream from its confluence with the Russian River, in the vicinity of milepost 104.4 in Mendocino County. Staff met with the reporting landowner on Monday, October 8th to inspect the site and damage (see Exhibit A for project location and photographs). The culvert apparently failed sometime earlier this year during the heavy rainy season, but due to its location, was not detected until now. The large, approximately 10-foot arched culvert has collapsed completely, exposing a fiber optic cable, depositing concrete blocks, rock and sediment in the channel and downstream, and leaving approximately 100 feet of track hanging in the air.

Following the site visit, staff contacted the California Department of Fish and Wildlife (CDFW) and the Mendocino County Resource Conservation District to discuss options and requirements for emergency repair to ensure the site does not further erode or damage habitat with the winter rains fast approaching. Staff met twice on site in October with the CDFW technical assistance team, and CDFW provided recommendations to remove debris from the channel and stabilize the eroded banks under an emergency permit. Staff has met with contractors capable of doing the work, and the estimated repair cost is approximately \$106,000. ATT, the owner of the fiber optic cable, has developed a plan to reroute its cable, which has been reviewed by GRTA's engineer. Because of the short window of time to complete work before the rains, in addition to authorizing the Interim Executive Officer to negotiate and enter into a contract for the emergency repair work, staff is recommending the Board adopt the emergency findings below. In order to fund this unanticipated work, staff is recommending the board reallocate \$80,000 from budget category 50101 (Labor -Term Positions) \$6,000 from budget category 50301 (Health Insurance), and \$20,000 from budget category 51072 (vegetation management) to budget category 51071

(Maintenance – building and improvements). Due to the delay in hiring the General Manager position, the funds related to salary and benefits are available to be repurposed for this unanticipated, emergency project. Staff will target funds remaining in the vegetation management line item (\$30,000) to high priority projects.

Staff Recommendation:

- A. Authorize the Interim Executive Officer to negotiate and enter into a contract for an amount not to exceed \$106,000.00 for emergency culvert repair work at McNab Creek, Mendocino County.
- B. Find that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and
- C. Find that the requirements of CEQA do not apply because the emergency work is exempt pursuant to section 15359 of the California Administrative Code and section 210801(b)(2) and (b)(4) of the Public Resources Code.
- D. Amend the approved FY 2023/2024 Budget to transfer eighty-thousand dollars (\$80,000) from budget line 50101, six thousand dollars (\$6,000) from budget line item 50301 and twenty thousand dollars (\$20,000) from budget line item 51072 to budget line item 51071.

RESOLUTION
of the
Board of Directors
of
GREAT REDWOOD TRAIL AGENCY

Resolution No. 2023-04

IN THE MATTER OF:

Resolution No. 2023-04

McNab Creek Culvert Emergency
Repair

WHEREAS, the failure of a large Great Redwood Trail Agency (“GRTA”) culvert on McNab Creek, upstream from its confluence with the Russian River, has occurred in the vicinity of milepost 104.4 in Mendocino County; and

WHEREAS, due to the time required to competitively bid a construction project and the impending beginning of the rainy season in Mendocino County, the necessary repair work to prevent further damage and downstream impacts must be completed before the beginning of the rainy season; and

WHEREAS, the failure of the culvert was a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to life, health, property, or essential public services;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREAT REDWOOD TRAIL AGENCY as follows:

1 1. The Board finds that the foregoing recitations are true and correct and such are
2 incorporated herein. Substantial evidence exists that the emergency created by the culvert
3 failures will not permit a delay resulting from competitive solicitation of bids. This action is
4 necessary to respond to the emergency.
5

6 2. The Board finds that the requirement of public bidding contained in the Public
7 Contract Code, should such requirements have been applicable absent an emergency, is
8 suspended because of the existence of the dangerous conditions and damage to public facilities
9 owned by GRTA, which constitutes an emergency, and to take all actions to protect public
10 health, public safety, and property, but that this suspension shall be limited to work deemed
11 reasonable and necessary by the Interim Executive Director.
12

13 3. The Board further finds that the requirements of CEQA do not apply because the
14 emergency work is exempt pursuant to section 15359 of the California Administrative Code and
15 section 210801(b)(2) and (b)(4) of the Public Resources Code.
16

17 4. This resolution shall constitute a notice of exemption from the requirements of the
18 California Environmental Quality Act.
19

20 5. The Board authorizes the Interim Executive Officer to negotiate and enter into a
21 contract for an amount not to exceed \$106,000.00 for emergency culvert repair work at McNab
22 Creek, Mendocino County.
23

24 6. The Board hereby amends the approved FY 2023/2024 Budget to transfer eighty-
25 thousand dollars (\$80,000) from budget line 50101, six thousand dollars (\$6,000) from budget
26 line item 50301 and twenty thousand dollars (\$20,000) from budget line item 51072 to budget
27 line item 51071.

1 Introduced and adopted this ____ day of _____, at a meeting of the Board of Directors of
2 Great Redwood Trail Agency by the following vote:

3 AYES:

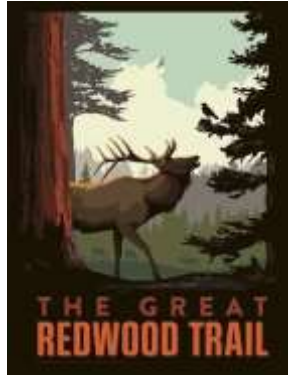
4 NOES:

5 ABSENT:

6 _____
GRTA Chair Hart

7 ATTEST:

8 _____
GRTA Interim Executive Director
9 Karyn Gear



GREAT REDWOOD TRAIL AGENCY Board of Directors Meeting

MINUTES

**Thursday, October 19, 2023
10:30am
Healdsburg City Council Chambers
401 Grove Street, Healdsburg
Sonoma County**

A. CALL TO ORDER

Chair Hart called the meeting to order at 10:32am.

B. ROLL CALL

Director Present: Mulheren, Sackett, Campbell, Madrone, Bagby (arrived at 10:33am), Hunerlach, Hagele, Haschak, and Chair Hart.

Other Present: Interim Executive Director - Karyn Gear, Legal Counsel – Elizabeth Coleman, GRTA Project Manager – Louisa Morris and Hannah Bartee, and Recording Secretary – Hiedy Torres.

C. AGENDA APPROVAL

Upon Motion by Director Campbell, seconded by Director Mulheren, the agenda was unanimously approved as presented.

D. PUBLIC COMMENT

Mikayla Adams, Hopland Certified Farmers – Ms. Adams said she is in great support of creating a Hopland Community Public Farmers Market and asked that the Board consider support for the 2024 market. She asked for guidance on the steps to take in order to utilize this space for a farmers market and establish this community space for the 2024 market from May to October 2024. She also said the

community would benefit greatly from a rest area that could be established in the future at Highway 101 and Highway 175 junction. This rest stop would be instrumental in creating the farmers market location and a space for the community to gather and experience all the benefits that the local area has to offer. She requested that the Board add discussion of this topic to a future board agenda.

Adam Gaska – Mr. Gaska said he is in support of the creation of a public farmers market space at the Highway 101 and Highway 175 junction at the former pear packing shed pole barn location. He said the Hopland community is excited about the opportunities that the Great Redwood Trail would bring to revitalize the community and other surrounding communities that the trail runs through. By establishing a central farmers market, the community would greatly benefit from the economic growth, tourism it may bring to the area, and the development of a rest area would create a space to rest, charge vehicles, and welcome visitors to Mendocino County.

Madeline Cline – Ms. Cline asked if there was an update that could be provided to the public regarding the Master Plan and if the plan is still on target to be released later this year. She also expressed desire for a streaming service for public access to GRTA board meetings. She said she is in support of creating a farmers market in Hopland and sees the many benefits that this market would bring to the community.

Interim Executive Director, Karyn Gear – Mr. Gear said Master Plan is moving forward and a draft should be available this winter.

Paul Downing – Mr. Downing said he would like to know when the trail will be finished and said he would like to know what would happen if businesses would like to bring back freight rail service.

Dir. Haschak- Mr. Haschak said that Mendocino County had negative public comments that were being made on former public Zoom meetings but did not have any problems with the most recent public meeting. He said moving forward we should bring back the Zoom option for meetings.

Legal Counsel, Elizabeth Coleman – Ms. Coleman said that this item should be added to a future agenda for open discussion.

Dir. Madrone – Mr. Madrone said that Humboldt County has developed a set of rules for Zoom meetings that does not support hate speech that would lead to violence or encourage others the engage in that manner. If the public commenter is engaging in this manner, a warning is given. If the hate speech continues, the public commenter is removed from the meeting.

Dir. Bagby – Ms. Bagby asked legal counsel to provide information to the board about the rules for hearing public comment on items that are under the board's jurisdiction.

E. CONDUCT OF BUSINESS

1. Removed per Agenda revision October 17, 2023.

F. CONSENT CALENDAR

1. Approval of Minutes – Regular Board of Directors Meeting – August 17, 2023
2. Approval of Financial Statements – August and September 2023
3. Approval of Warrants Issued - August and September 2023

4. Approval of Cal Card Statements – August and September 2023
5. Possible Action Regarding Approval of Resolution 2023-03 and Environmentally Preferable Purchasing and Practices Policy, as required by CalRecycle Grant Application for Calpella Illegal Dump Cleanup Grant Funding.
6. Possible Action Regarding Approval of Professional Services Agreement with DA MN Enterprises, LLC.
7. Possible Action Regarding approval of a regular Great Redwood Trail Agency Board Meeting Schedule.

Chair Hart called for public comment on the Consent Calendar. No public comments were made.

Upon motion by Director Sackett, seconded by Director Campbell, the Board unanimously approved agenda items F.1-F.7.

G. STAFF REPORT – Karyn Gear

Ms. Gear said that a Master Plan update will be provided at the November 9, 2023, board meeting. She said that staff were recently alerted about a large culvert failure on Mc Nab Creek in Mendocino County and has been in contact with resource agencies and landowners to see what can be done to assist in the situation.

H. MATTERS FROM THE BOARD

Dir. Mulheren – Ms. Mulheren said that a community event, Wheels, Witches, and Walking, will be hosted along the Ukiah Rail Train on October 29, 2023, and invited members of the public and the board to join for this annual event.

Dir. Hagele – Dir. Hagele mentioned walking the Foss Creek Pathway at the next meeting in Healdsburg on November 9, 2023, prior to the 1:30pm board meeting.

Dir. Sackett - Ms. Sackett said that SMART will be publicly sharing two mockups of the signage they have developed for their portion of the trail. The public is invited to weigh in on their choice for the signs that will be displayed along the SMART pathways.

Chair Hart called for public comment on Matters from the Board and Closed Session. No public comments were made.

The Board convened to Closed Session at 10:59am.

I. CLOSED SESSION

1. Conduct Interviews and Discussion of the Board Regarding Appointment of Public Officer, General Manager Position
[Government Code Section 54957(b)(1)]

The Board reconvened to Open Session at 3:39 pm.

J. ANNOUNCEMENT OUT OF CLOSED SESSION

Chair Hart – The Board met in Closed Session with candidates for the General Manager position and gave directions to staff.

K. ANNOUNCEMENT OF NEXT MEETING

Board of Directors Meeting
November 9, 2023, 1:30pm
Healdsburg City Council Chamber
401 Grove Street. Healdsburg
Sonoma County

L. ADJOURNMENT

Chair Hart adjourned the meeting at 3:43pm.



U.S. BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343

NC RAILROAD AUTHORITY

ACCOUNT NUMBER	
STATEMENT DATE	10-23-23
TOTAL ACTIVITY	\$ 3,556.34

000018607 01 SP 0.630 106481868687405 P

TORRES HIEDY
NC RAILROAD AUTHORITY
419 TALMAGE RD STE M
UKIAH CA 95482-7433

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder	Date	Approver	Date
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NEW ACCOUNT ACTIVITY					
POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
09-25	09-21	WALMART.COM 8009666546 800-966-6546 AR PUR ID: 200011194007545 TAX: 0.00	24445003265100261742592	5310	43.04
09-27	09-26	INTUIT *QUICKBOOKS CL.INTUIT.COM CA PUR ID: T1-3fcbaa-1b8 TAX: 0.00	24692163269107471495893	5734	799.00
09-29	09-28	DNH*GODADDY.COM 480-5058855 AZ PUR ID: 2739736914 TAX: 0.00	24906413271183708551433	4816	407.64
10-03	10-02	ATT*BILL PAYMENT 800-288-2020 TX PUR ID: 321590265 TAX: 0.00	24692163275102849051207	4899	174.68
10-03	10-02	DOCUSIGN INC. WILMINGTON DE PUR ID: 10854256 TAX: 0.00	24793383275325708050133	5817	96.35
10-04	10-03	YAHOO *MAIL PLUS 866-562-7228 CA PUR ID: 383888603 TAX: 0.00	24692163276103368560056	4816	5.00
10-09	10-06	ADOBE *ACROPRO SUBS 408-536-6000 CA PUR ID: BL2571619701 TAX: 0.00	24492153279715683311608	5734	19.99
10-13	10-12	DROPBOX*CZL8R6RRV8Z9 DROPBOX.COM CA PUR ID: 505997555 TAX: 0.00	24692163285101028542232	4816	19.99
10-16	10-13	ZOOM.US 888-799-9666 WWW.ZOOM.US CA PUR ID: opsntoizu76uic TAX: 0.00	24011343286000052093354	4814	15.99

Default Accounting Code:

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	STATEMENT DATE	DISPUTED AMOUNT	PREVIOUS BALANCE	\$.00
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	10-23-23	\$.00	PURCHASES & OTHER CHARGES	\$3,556.34
	AMOUNT DUE		CASH ADVANCES	\$.00
	\$ 0.00		CASH ADVANCE FEE	\$.00
	DO NOT REMIT		CREDITS	\$.00
			TOTAL ACTIVITY	\$3,556.34



Account Name:	TORRES HIEDY
Company Name:	NC RAILROAD AUTHORITY
Account Number:	
Statement Date:	10-23-23

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
10-17	10-16	UNDERGROUNDSHIRTS.COM UNDERGROUND SHIRTS PUR ID: opsntpowxv0st TAX: 0.00	4492163289000026968845	5691	1,956.49
10-20	10-18	SAFEWAY #1583 UKIAH CA PUR ID: 329100105459 TAX: 0.00	24231683292837001054598	5411	18.17



MEMO

To: GRTA Board of Directors

From: Hannah Bartee, SCC Project Manager

Date: November 9, 2023

Subject: **Agenda Item G.3.a** – Possible Action to Authorize the Interim Executive Director to Approve a License Agreement between the Great Redwood Trail Agency and the Loleta Community Chamber in a Form Approved by Counsel

The Loleta Community Chamber (Chamber), a 501(c)6 nonprofit in Loleta, Humboldt County, seeks a clerical update to their existing license for use of GRTA property. Since 2015, the Chamber has operated a community park along Main Street in Loleta under a license to use GRTA parcels along the railroad tracks. The agreement was for five years from execution, renewing for consecutive five-year terms, unless terminated, but includes the power of either party to terminate the agreement upon 90 days' notice. In consideration for use of the property, the Chamber provides maintenance for the property. The Chamber seeks the following updates to their existing license:

1. Update the language of the agreement to recognize the name change from NCRA to GRTA.
2. A clerical correction to the licensee information so that the Loleta Community Chamber is recognized as a "501(c)6" entity instead of the previously ascribed "501(c)3".

Staff Recommendation:

Staff recommend the Board authorize the Interim Executive Director to approve a license agreement between the Great Redwood Trail Agency and the Loleta Community Chamber in a form approved by counsel.



MEMO

To: GRTA Board of Directors

From: Louisa Morris, SCC Project Manager

Date: November 9, 2023

Subject: **Agenda Item G.3.b**– Possible Action to Authorize the Interim Executive Director to Approve a License Agreement between the Great Redwood Trail Agency and Daniel Steel & Machine, Inc. in a Form Approved by Counsel

Staff recommends the Board approve a license agreement with current user Daniel Steel & Machine, a California Corporation, for use of GRTA property near/at milepost 114.0, on Brush Street, just north of Ukiah City Limits, in Mendocino County.

Since 2016 Daniel Steel & Machine has made use of 0.74 acres of GRTA-owned west of the railroad tracks, making payments of \$3,000/year. Although license payments have been made since 2016, the final agreement was not signed by the parties. Daniel Steel & Machine uses this area for storage of equipment and materials. Staff requests Board authorization to update and execute a license agreement with Daniel Steel & Machine as follows:

1. Update the language of the agreement to recognize the name change from NCRA to GRTA.
2. Update the amount of the agreement to reflect the current market rate of \$3,600 per year.
3. Term of license to continue until terminated by the parties per the notice requirements of the license agreement.

Staff Recommendation:

Staff recommend the Board authorize the Interim Executive Director to approve a license agreement between the Great Redwood Trail Agency and Daniel Steel & Machine, in a form approved by counsel.



MEMO

To: GRTA Board of Directors

From: Louisa Morris, SCC Project Manager

Date: November 9, 2023

Subject: **Agenda Item G.3.c** – Possible Action to Authorize the Interim Executive Director to Approve a License Agreement between the Great Redwood Trail Agency and Trinity River Timber Company, dba North Fork Lumber, in a Form Approved by Counsel

Trinity River Lumber Company, dba North Fork Lumber, a California Corporation, seeks a clerical update to their existing license agreement for use of GRTA property near/at milepost 139.87, just north of Willits, in Mendocino County.

Since 2017 (when the license was negotiated at \$1,500/month, which at 3% annual increase, is now \$1,739/month), North Fork Lumber has had a license to use 3.95 acres of GRTA-owned west of the railroad tracks, for lumber operations and storage. This area is at least 25 feet from the track centerline. The proposed license term continues until terminated by one of the parties, which requires 60 days notice. Trinity River Lumber Company, dba North Fork Lumber, seeks the following update to their existing license:

1. Update the language of the agreement to recognize the name change from NCRA to GRTA.

Staff Recommendation:

Staff recommend the Board authorize the Interim Executive Director to approve a license agreement between the Great Redwood Trail Agency and the Trinity River Lumber Company, dba North Fork Lumber, in a form approved by counsel.



MEMO

To: GRTA Board of Directors

From: Karyn Gear, Interim Executive Director

Date: November 9, 2023

Subject: **Agenda Item G.4** – Possible Action to Authorize the Interim Executive Director to approve an updated lease with Boston Transit Group Inc. for the lease of 33 GRTA-owned box cars, in a form approved by Counsel

In September 2005 the NCRA purchased 35 new 100-ton box cars from Boston Transit Group Inc. using FEMA grants funds, and leased these box cars back to Boston Transit. This arrangement has provided a steady source of monthly income to the NCRA (now GRTA). Over the course of the last 18 years, the lease with Boston Transit Group has been extended five times at various terms ranging from an initial lease rate of \$575 per car/month down to the current rate negotiated in 2018, of \$355/car/month. The number of cars leased has decreased to 33, as two box cars were destroyed. Per the terms of the lease, Boston Transit is responsible for all maintenance costs on the cars, and as the cars age, more maintenance is expected.

The current Boston Transit Group lease is set to expire on December 31, 2023. Boston Transit Group reached out to GRTA staff earlier this year, indicating their interest in extending the lease. GRTA staff conducted research on the current market rate for box car leases. Across the market, box car lease rates have increased in recent years due to the rising costs of the production of new railcar stock as steel prices and national interest rates increased. Currently monthly rates for full service leases (i.e. those where the lessor is responsible for maintenance) range from \$450-\$700 per car. Lower rates were found to be associated with longer lease terms and older cars. The GRTA lease with Boston Transit requires Boston Transit to assume all maintenance costs. As the cars are now 18 years old, and Boston Transit is responsible for all maintenance, staff is recommending an increase in the monthly lease rate to \$400/car/month from the current rate of \$355/month/car, for a period not to exceed 60 months.

Staff Recommendation:

Staff recommends the Board authorize the Interim Executive Director too negotiate an agreement with Boston Transit, in a form approved by Counsel, to amend the lease of thirty-three (33) box cars at a monthly rate of \$400.00 for a term not to exceed sixty months, resulting in a monthly payment of \$13,200.